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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CITY OF LOS ANGELES,
CALIFORNIA, BOARD OF POLICE
COMMISSIONERS OF THE CITY OF
LOS ANGELES, AND THE LOS
ANGELES POLICE DEPARTMENT,

Defendants.

NO. CV 00-11769 GAF (RCx)

**ORDER RE: TRANSITION
AGREEMENT**

Having read and considered the motion of the United States of America and the City of Los Angeles seeking termination of the Consent Decree and the approval of the Transition Agreement, IT IS HEREBY ORDERED AS FOLLOWS:

1. The motion is GRANTED.
2. With the addition set forth below, the Court approves and adopts the Transition Agreement, which is attached hereto and incorporated herein.

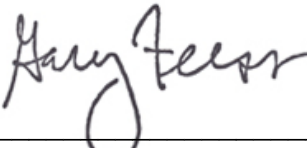
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3. The Transition Agreement shall also include the following terms and conditions:

D. Management of Gang Units: During the period of the Transition Agreement, The City Defendants, through the OIG and in consultation with the United States, shall implement the recommendations of the Monitor set forth at Page 85 of the Monitor's Final Report. The OIG shall report on compliance with those recommendations to the United States on the same schedule and following the same protocols established with respect to the Continuation of Measures to Prohibit Biased Policing.

IT IS SO ORDERED.

DATED: July 17, 2009



Judge Gary Allen Feess
United States District Court

TRANSITION AGREEMENT

I. INTRODUCTION

- A. This Transition Agreement (“Agreement”) supersedes the Consent Decree entered in this case on June 15, 2001, which resolved the Complaint filed by Plaintiff United States against Defendants City of Los Angeles, the Los Angeles Board of Police Commissioners (“Board”), and the Los Angeles Police Department (“LAPD” or “Department”) (hereinafter the “City Defendants”), alleging a pattern or practice of unconstitutional or otherwise unlawful policing in violation of 42 U.S.C. Section 14141.
- B. This Court maintains jurisdiction of this action under 28 U.S.C. Sections 1331 and 1345. As noted above, the United States is authorized to initiate this action pursuant to 42 U.S.C. Section 14141. Venue remains proper in the Central District of California pursuant to 28 U.S.C. Section 1391.
- C. Over the last eight years, the City Defendants have successfully implemented numerous provisions of the Decree and have substantially complied with the terms of the Decree. Accordingly, the United States and the City Defendants (collectively “the Parties”) agree that the Consent Decree should terminate or be allowed to expire pursuant to its own terms. The mutual consent of the Parties to terminate the June 15, 2001, Decree is contingent upon entry of this Transition Agreement by the Court, which addresses a limited number of remaining matters in the overall settlement of this case.
- D. The Transition Agreement will allow the Board of Police Commissioners and its Office of the Inspector General (“OIG”), the entities with primary responsibility for civilian oversight of the LAPD under the City Charter, to continue their existing roles in providing oversight of the LAPD. During the periods of transition set forth below, and subject to this Court’s continuing jurisdiction, the OIG shall conduct detailed reviews of LAPD’s activities in three subject areas:

1 (1) Continuation of the Use of TEAMS II; (2) Continuation of Measures to
2 Prohibit Biased Policing; and (3) Implementation of the Financial Disclosure
3 Program.

4 **II. GENERAL PROVISIONS**

5 A. The Parties agree that the Consent Decree entered by this Court on June 15,
6 2001, should terminate upon entry of this Order by the Court. In consideration of
7 the City Defendants' performance of its obligations under this Transition
8 Agreement, the United States agrees to refrain from pursuing civil action against
9 the City Defendants under Civil Case No. CV00-11769 GAF (RCx). This
10 Transition Agreement supersedes the Consent Decree, thereby completing the
11 full settlement of any and all claims the United States may have against the City
12 Defendants, and their officers, employees or agents, regarding any alleged
13 pattern or practice of conduct by Los Angeles police officers in carrying out their
14 law enforcement responsibilities, in violation of 42 U.S.C. Sections 14141,
15 2000d, 3789d(c) or any other law under which such an action could have been
16 brought by the United States and within the subject matter covered by the June
17 15, 2001, Consent Decree, that have occurred up to and including June 30, 2009.

18 B. The Parties agree that this Transition Agreement is neither an admission by the
19 City Defendants of any violation of the mandates of the original Consent Decree
20 or any local, state or federal laws, nor an admission by the United States of the
21 merits of any of the City Defendants' potential defenses.

22 C. This Transition Agreement constitutes the entire agreement between the Parties
23 relating to Civil Case No CV00-11769 GAF (RCx), and no other statement,
24 promise or agreement, either written or oral, made by either party or agents of
25 either party, that is not contained in this Transition Agreement, shall be
26 enforceable.

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1 D. Nothing in this Transition Agreement is intended to: (a) alter the existing
2 collective bargaining agreement between the City Defendants and the LAPD
3 bargaining units; or (b) impair the collective bargaining rights of employees in
4 those units under state and local law. Moreover, nothing in this Transition
5 Agreement is intended to alter the rights of the organizations and individuals
6 currently identified as Intervenors in the above-captioned matter. The PPL and
7 Community Intervenors shall continue to retain any and all rights and interests in
8 the matter that existed during the pendency of the Consent Decree, including the
9 right to present its views on the Transition Agreement and to have them fully
10 considered by the Court.

11 E. Nothing in this Transition Agreement shall limit the Board of Police
12 Commissioners, Office of the Inspector General, and LAPD from exercising
13 their powers and satisfying their duties set forth in the Charter and other
14 applicable law, including conducting additional audits, reviews or evaluations
15 beyond those described herein or beyond the term for each of the subject areas
16 contained in this Transition Agreement.

17 F. This Transition Agreement is enforceable only by the Parties to the original
18 Consent Decree, the City Defendants listed above and the United States. No
19 person or entity is intended to be a third-party beneficiary of the provisions of
20 this Transition Agreement.

21 G. The Court shall retain jurisdiction of this action for all purposes during the term
22 of this Transition Agreement. In addition to submitting copies of the reviews to
23 the Court, as outlined below, the City Defendants shall also submit copies of any
24 such reviews to Michael Cherkasky. Mr. Cherkasky has agreed to serve as a
25 consultant to the United States, LAPD and the Court, and will review any such
26 submissions on a pro bono basis. Mr. Cherkasky shall have full and direct access
27 to the LAPD and its employees, and may submit his own recommendations to
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1 the Department, Police Commission, OIG, United States, or Court as he deems
2 necessary. The Parties agree that in the event a disagreement is not resolved by
3 the Parties in accordance with Section IV below, and Court resolution is
4 necessary, the Court's standard for resolution shall be consistent with the
5 purpose and intent of the relevant paragraphs or portions thereof as set forth in
6 the Consent Decree.

7 H. The Transition Agreement shall terminate in accordance with the time periods
8 set forth in Sections III.A.5, III.B.3.c., III.C.4.d., and IV.A-B, below.

9 I. For purposes of this Agreement, "in consultation with" shall mean that prior to
10 the commencement of each of the reviews specified herein, the OIG will meet
11 with representatives from the United States in person or by phone to discuss the
12 OIG's proposed scope and methodology for each such review. The OIG shall
13 make reasonable efforts to incorporate the United States' input concerning the
14 reviews. Should the Parties fail to agree on the scope and methodologies for a
15 review, the Parties shall follow the procedures set forth below in Section IV.B,
16 Administrative Provisions, to resolve any disagreements.

17 **III. SUBJECT AREAS**

18 **A. Continuation of the Use of TEAMS II**

19 1. The Parties agree that the design of the new Training, Evaluation and
20 Management System ("TEAMS II") was developed and activated as
21 agreed to by the Parties and has been operational for two years.

22 Therefore, no further review or evaluation of the design of TEAMS II or
23 its system requirements shall be undertaken under this Transition
24 Agreement.

25 2. The City Defendants agree to continue to utilize TEAMS II in the manner
26 for which it was designed.

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3. The City Defendants agree to conduct a review, through the OIG and in consultation with the United States, of the Department's use of TEAMS II. This review shall include:
- a. A review of the System-Generated Action Items; and
 - b. A review of whether TEAMS II records are appropriately utilized and reviewed.
 - c. Although this review of TEAMS II is not intended to review the design or system requirements of TEAMS II, it is intended to review whether TEAMS II is being utilized by the City Defendants in the manner in which it was intended – an early warning or risk management system. The OIG shall conduct a review of system-generated action items. This review shall include an analysis of a sample of threshold-activated system-generated action items (which occur when an employee has an inordinate number of uses of force, complaints, vehicle pursuits, traffic collisions, or claims/lawsuits in comparison to his/her peer group average), to verify that supervisors are conducting a review of TEAMS II information to detect any pattern or series of incidents that indicate that an officer may be engaging in at-risk behavior. In addition, this review shall also assess a sample of those action items generated in connection with sworn officer transfers and annual performance evaluations, as well as those created at the direction of supervisors and managers for monitoring purposes. The OIG's review should verify that a supervisor conducted an analysis of the involved employee's relevant TEAMS II information and evaluate whether any significant risk issues were identified, reviewed, and considered.

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4. The City Defendants agree to begin this review six (6) months from the effective date of this Transition Agreement; complete this review no later than ten (10) months from the Agreement’s effective date; and to submit this review to the United States and the Court within thirty (30) days of the date that this review receives final approval from the Board of Police Commissioners. Where the Board explicitly adopts individual recommendations proposed by the OIG in its review, the Department agrees to respond to such recommendations in the manner requested by the Board in accordance with the period of review outlined herein.
5. The period of review relating to the continuation of use of TEAMS II shall terminate 18 months after the effective date of this Transition Agreement, or forty-five (45) days after the United States receives the OIG review, whichever is later. However, in the event that an objection is filed by the United States at a time which would not permit the time line set forth in Section IV.A to be satisfied, the relevant period of review shall not terminate until and unless such objection is resolved by the Parties or the Court.

B. Continuation of Measures to Prohibit Biased Policing

1. The Parties agree that the City Defendants have a policy against biased policing. The City Defendants further agree they are committed to continuing the measures currently in place to prohibit biased policing.
2. The City Defendants intend to deploy in-car video systems throughout the Department. In this respect, the City Defendants agree to use best efforts, subject to the availability of funding, to equip all patrol vehicles with such systems in as expeditious a manner as possible.
3. The City Defendants agree to conduct two (2) reviews, through the OIG and in consultation with the United States, of the Department’s policies

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and protocols pertaining to the prohibition of biased policing. These reviews shall be conducted in accordance with the following:

- a. The first of two reviews shall begin within six (6) months from the effective date of this Transition Agreement; and the second review shall begin within six (6) months after the Board’s adoption of the first review and expiration of the 45-day period within which any objection by the United States must be submitted, as described herein. Each review shall be submitted to the United States and the Court within thirty (30) days of the date the Board of Police Commissioners gives final approval of the OIG’s review. Where the Board explicitly adopts individual recommendations proposed by the OIG in its review, the Department agrees to respond to such recommendations in the manner requested by the Board in accordance with the period of review outlined herein.
- b. The OIG shall review a random sample of completed complaint investigations alleging biased based policing. The nature and scope of such reviews shall be consistent with prior reviews of the same nature conducted by the OIG. Said reviews should assess the overall quality of the investigations, including, but not limited to whether the investigating officer followed the applicable protocols, whether the investigation was fair and objective, whether the adjudication results were supported by the evidence, whether the preponderance of evidence standard was applied to the case, whether appropriate review of officers’ TEAMS II reports was conducted, and whether a reasonable effort was made to identify and interview relevant witnesses and gather pertinent evidence.

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c. The period of review relating to the continuation of measures in place to prohibit biased policing shall terminate 18 months from the effective date of this Transition Agreement, or forty-five (45) days after the United States receives the last OIG review, whichever is later. However, in the event that an objection is filed by the United States at a time which would not permit the time line set forth in Section IV.A to be satisfied, the relevant period of review shall not terminate until and unless such objection is resolved by the Parties or the Court.

C. Implementation of the Financial Disclosure Program

1. The Parties agree that the Financial Disclosure Program (the “Program”) adopted by the Board of Police Commissioners on December 20, 2007, has been approved by the United States, and therefore no further review or evaluation of the Program itself shall be undertaken under this Agreement.
2. The City Defendants, through the LAPD, agree to continue implementation of the Program for all incoming sworn employees into the units/divisions identified in the Program, and those incumbent employees two years from the Program implementation date, March 2009.
3. The Parties recognize and acknowledge that the matter of PPL v. City of Los Angeles, et al., No. 2:08-cv-00784-GAF-RC, specifically relates to the City Defendants’ implementation of the financial disclosure program required under Paragraph 132 of the Consent Decree and proposed under Section III.C. of the Transition Agreement. To the extent that the PPL action results in a substantive change to the current financial disclosure program, the Parties agree to modify the Transition Agreement accordingly.

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4. The City Defendants agree to conduct three (3) reviews, through the OIG and in consultation with the United States, of the Department’s Program. These reviews shall be conducted in accordance with the following:

a. The first of three reviews shall begin within nine (9) months from the effective date of this Transition Agreement; the second review shall begin within twelve (12) months after the Board’s adoption of the first review and expiration of the 45-day period within which any objection by the United States must be submitted, as described herein; and the third review shall begin within twelve (12) months after the Board’s adoption of the second review and expiration of the 45-day period within which any objection by the United States must be submitted, as described herein, or six (6) months after the two (2) year incumbency period outlined in the Program has expired, whichever is later. Each review shall be submitted to the United States and the Court within thirty (30) days of the date the Board of Police Commissioners gives final approval of the OIG’s review. Where the Board explicitly adopts individual recommendations proposed by the OIG in its review, the Department agrees to respond to such recommendations in the manner requested by the Board in accordance with the period of review outlined herein.

b. The reviews shall determine if the Department is implementing the Program consistent with the protocols for both the Department and affected employees set forth in Special Order No. 20 (“Confidential Financial Disclosure Policy”). Specifically, these reviews shall include, but not be limited to an assessment of whether employees subject to the requirements of the Confidential Financial Disclosure Policy are submitting a Confidential Financial Disclosure Face Sheet and a Confidential Financial Disclosure Report (collectively, “Financial

1 Disclosure Forms”) within ten days of being selected to any of the
2 affected units. In addition, the OIG will assess whether the Department is
3 reviewing the Financial Disclosure Forms it receives to ensure
4 completeness and is verifying that the necessary supporting
5 documentation is being provided. The OIG’s review will also include an
6 evaluation of whether the completed forms the Department receives are
7 being stored in the manner set forth in the Special Order.

8 c. The Parties agree that the OIG’s review of the financial disclosure
9 program will be limited to a review of the procedures and protocols
10 outlined in Special Order No. 20. Neither the OIG nor the United States
11 shall conduct a substantive review of the financial information contained
12 within the submissions by individual officers.

13 d. The period of review relating to financial disclosure shall terminate three
14 (3) years after the effective date of this Transition Agreement, or forty-
15 five (45) days after the United States receives the last OIG review,
16 whichever is later. However, in the event that an objection is filed by the
17 United States at a time which would not permit the time line set forth in
18 Section IV.A to be satisfied, the relevant period of review shall not
19 terminate until and unless such objection is resolved by the Parties or the
20 Court.

21 **IV. Administrative Provisions**

22 A. Upon receipt of the OIG review(s) described in Sections III.A.4., III.B.3.a., and
23 III.C.4.a., above, the United States shall have forty-five (45) days to file a written
24 objection to the OIG’s reviews with the Board of Police Commissioners. Any
25 such objection shall specifically identify the area(s) of concern. The Parties shall
26 thereafter have up to thirty (30) days to work cooperatively to resolve any
27 disagreements (“Informal Resolution Period”). If the Parties are unable to resolve
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1 any disagreements, either Party may seek appropriate relief from the Court within
2 thirty (30) days from the conclusion of the Informal Resolution Period.

3 B. To the extent that the Parties are unable to resolve any disagreement arising from
4 any pre-review consultation, the United States may file a written objection with
5 the Board of Police Commissioners within forty-five (45) days from the date of
6 the final meeting between the United States and OIG. The date of such final
7 meeting shall be memorialized in a separate letter to the Board, and promptly
8 delivered to the Board with a copy to the OIG, within five (5) business days of the
9 final meeting between the OIG and the United States. Any such objection shall
10 specifically identify the area(s) of concern. The Parties shall thereafter have up to
11 thirty (30) days to work cooperatively to resolve any disagreements (“Informal
12 Resolution Period”). If the Parties are unable to resolve any disagreements, either
13 Party may seek appropriate relief from the Court within thirty (30) days from the
14 conclusion of the Informal Resolution Period.

15 C. Upon request, the United States shall have complete access to all documents and
16 information accessed by the OIG to conduct his reviews under this Transition
17 Agreement. The time periods for the United States’ written objections shall be
18 tolled pending the United States’ receipt of all document and information
19 requests.

20 D. All documents provided to any person or Party under the terms of this Agreement
21 shall be maintained in a confidential manner, and shall not be disclosed to any
22 person or entity other than the Court, either under seal or in a manner which
23 would not otherwise constitute a disclosure of privileged information, as
24 protected under either State and/or federal law.

25 E. In the event that a Court determines that any provision of this Agreement is
26 unenforceable, such provision will be severed from this Agreement and all other
27 provisions will remain valid and enforceable, provided, however, that if the
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severance of any such provision materially alters the rights or obligations of the Parties, they will, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended by them hereunder. The parties consent and seek entry of this Agreement as an Order of the Court.