

# Oakland Police Department



## Negotiated Settlement Agreement First Semi-Annual Report

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Approved for Distribution:

A handwritten signature in black ink, appearing to read "R. Word", written in a cursive style.

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## **PREFACE**

The Negotiated Settlement Agreement (hereinafter referred to as Agreement) entered into between the City and Plaintiffs in the Delphine Allen, et al. v. City of Oakland, et al., consolidated case number C00-4599 TEH (JL) otherwise known as the “Riders” cases, Section XIII. A. 1., states:

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

In accordance with the provisions of the Agreement the Oakland Police Department (OPD), Office of Inspector General has prepared this, the first of regular semi-annual reports. This public report will be filed with the Court and will document implementation activities undertaken by the Department during the first 120 days of the Agreement.

This report constitutes a snapshot of Department implementation efforts and progress as of July 1, 2003.

## EXECUTIVE SUMMARY

### Overview

This is the first Semi-Annual Report to the United States District Court, summarizing the Department's efforts to implement provisions of the Agreement between Delphine Allen, et al., and the City of Oakland, otherwise known as the "Riders" cases. Implementation efforts commenced on January 22, 2003, the effective date of the Agreement, in both administrative and functional areas directly related to the Agreement reforms.

Administrative support efforts include the following:

- Delegating Department implementation tasks to specific bureaus and units;
- Designating a Department Compliance Liaison Unit to coordinate implementation;
- Selecting and agreeing on an Independent Monitor;
- Beginning monthly meetings with stakeholders;
- Distributing *Negotiated Settlement Agreement* booklets to all personnel;
- Conducting Agreement training for all commanders, supervisors, members, and employees; and
- Adopting a \$2,255,000 FY 2003 – 2004 budget for Monitor fees; Office of Inspector General personnel, operations, and maintenance expenses; and computer programming and equipment costs.

Efforts directly related to policy reform provisions of the Agreement include the following:

- Adding investigators to the Internal Affairs Division;
- Adding ten sergeants to Area Command field teams;
- Revising the field training program;
- Relocating of Internal Affairs Division to new office space at 250 Frank H. Ogawa Plaza, Suite C;
- Commencing the collection of data on every vehicle stop, field investigation, and detention;
- Revising several *Manual of Rules* sections;
- Publishing a Command Officer Assignment and Rotation policy; and
- Drafting a request for proposal for software programming of the new Personnel Information Management System.

### **Resource Challenges**

Budget shortfalls arising during the FY 2003 – 2005<sup>1</sup> budget preparation and adoption process have severely impacted the City and the Police Department. Personnel layoffs and cuts in discretionary overtime may impact the ability of the Department to implement some provisions of the Agreement such as officers attending one community meeting per quarter in their regularly assigned area (Task 47).

Original budget allocations dedicated to implementation of the Agreement were reduced during the budget review process and further reduced during budget implementation. Fixed Agreement implementation costs such as Monitor fees and additional field supervisors will continue to negatively impact the availability of resources for administrative oversight, compliance auditing, software programming, and computer hardware acquisition. The Department is exploring the use of grant funds for computer purchases and utilizing partial work-time of staff assigned to other organizational units in the Compliance Unit as two strategies to make up for the resource shortfall.

### **Implementation Progress Summary**

For implementation delegation and tracking purposes, Agreement reform provisions were separated into 52 tasks. The provisions of three (3) tasks have been implemented and progress on the majority of tasks has proceeded without significant concern. Progress on several of the Agreement tasks however, has not proceeded satisfactorily. Four (4) tasks have missed Compliance Dates, eight (8) tasks are beyond Target Dates, and four (4) tasks are identified as slipping.<sup>2</sup>

As a remedial measure, the Department has put into practice several strategies to better track implementation progress and identify tasks that are falling behind early enough to apply corrective measures and meet Compliance Dates. Improved implementation task tracking strategies include the following:

- Determination of milestone dates in order to more closely track the implementation progress of each task;
- Submission by Task Managers of detailed Settlement Agreement 6-Week Progress Reports for each task;
- Review of initial implementation timelines against final Agreement language and current resource levels; and
- Reporting by Task Managers to stakeholders at the monthly meetings when implementation progress is falling behind or has exceeded the Compliance Date.

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<sup>1</sup> The City of Oakland uses a two-year budget cycle.

<sup>2</sup> Tasks are identified as “slipping” if they are falling behind enough to endanger meeting the compliance date.



## **BACKGROUND**

### **Origins of the Settlement Agreement**

Following the discovery and disclosure of the “Riders” incident by the Oakland Police Department, the plaintiffs’ counsel notified the City of Oakland that they intended to file a civil suit alleging that the Department was engaging in a pattern and practice of excessive force, false arrests, and unreasonable searches and seizures. The plaintiffs alleged in *Delphine Allen, et al. v. City of Oakland, et al.*, consolidated case number C00-4599 TEH (JL) otherwise known as the “Riders” cases, that the Oakland Police Department was deliberately indifferent to, or otherwise ratified or encouraged, an ongoing practice of misconduct by officers that violated the plaintiffs’ civil rights. In making their allegations against the City and the Police Department, however, the plaintiffs recognized that the overwhelming majority of Oakland’s police officers perform their difficult jobs in a lawful manner.

The City denied the allegations in the Plaintiffs’ complaint and agreed to a negotiated settlement to avoid a potentially divisive and costly litigation and to promote and incorporate the best police policies and practices into the operations of the Police Department. From June 2000 through June 2001, the plaintiffs counsel worked with the City and Police Department to develop a mutually agreed upon court-approved settlement not unlike consent decrees which the United States Department of Justice has entered into with several law enforcement agencies across the United States, including the Pittsburgh, Pennsylvania Police Department; Steubenville, Ohio Police Department; and New Jersey State Police. Subsequent settlement negotiations included the Police Department, staff from the City Attorney’s Office, and the plaintiffs’ counsel. Negotiations were overseen and reviewed by the City’s Steering Committee, which included the City Manager, City Attorney’s Office representatives and the Chief of Police.

On January 22, 2003, Judge Thelton Henderson, of the United States District Court signed the Agreement giving it legal force and effect. The Agreement will last a minimum of five (5) years during which time the City must demonstrate substantial compliance with the Agreement’s provisions. A mutually agreed upon Independent Monitor will review and report on the Department’s implementation of the Agreement for a period of five (5) years. The term of the Monitor may be extended for an additional two (2) years if the Court determines that it is reasonably necessary in order for the Monitor to fulfill his/her duties to the Agreement.

### **Purpose of the Settlement Agreement**

The purpose of the Agreement is to promote police integrity and prevent conduct that deprives persons of the rights, privileges and immunities secured or protected by the Constitution or laws of the United States. The overall objectives of the Agreement are to provide for the expeditious implementation, initially with the oversight of an outside monitoring body, of the best available practices and procedures for police management in the areas of supervision, training and accountability mechanisms, and to enhance the ability of the Oakland Police Department to protect the lives, rights, dignity and property of the community it serves.

### **Focus of the Settlement Agreement**

The Agreement places emphasis on the following eight (8) core areas:

- Internal Affairs Investigations
- Discipline
- Field Supervision
- Management Oversight
- Use of Force, Reporting
- Personnel Information Management System (PIMS)
- Training
- Auditing and Review Systems

### **Stakeholders**

First and foremost, the people of Oakland are stakeholders in the Agreement. There are numerous other stakeholders including, at the federal level, the Court and the Independent Monitoring Team. Although not parties to the Agreement, the Oakland Police Officers' Association and other employee representation units are also stakeholders. Finally, as the Agreement is between the City and the Plaintiffs, the following City entities are also key stakeholders:

- Office of the Mayor
- City Council
- Office of the City Manager
- Office of the City Attorney
- Police Department

### **Commitment to Reforms**

During the Agreement negotiations, many stakeholders were concerned about the impact of the reforms on the quality and quantity of police work performed by Department personnel. Various operational concerns were considered and incorporated in the Agreement negotiations. Furthermore, to mitigate any negative impact of the reforms on the level of proactivity of police officers, the Chief of Police held private meetings to discuss the Agreement with supervisors and key leaders among the rank-and-file.

The draft Agreement was shared with the commanders/managers, supervisors and select members of the rank-and-file, then all Department staff. The Agreement was explained in detail and questions from staff were answered to reduce the likelihood of rumors and misinformation. After the Agreement was approved by the Court, the Chief of Police initiated a series of presentations to all Patrol line-ups and a general session for all other Department personnel introducing the provisions of the Agreement. Additionally, a two-hour overview of the

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Agreement was presented by Office of Inspector General (OIG) staff to all Department supervisors during a series of in-service training sessions.

The communities of the City expect and deserve the finest service possible from their police officers. Toward that end, the Department considers the Agreement as a part of a more comprehensive effort to provide a level of protection and service that meets the highest standards of professionalism and integrity. As such, the men and women of the Oakland Police Department are deeply committed to implementing and complying with the provisions of the Agreement to serve all the people and all the various communities of the City. Compliance with the Agreement will be the baseline, and not the ultimate standard, by which the Department's commitment to excellence will ultimately be measured.

Implementation of the reforms contained in the Agreement and crime reduction are the Police Department's highest priorities over the next five (5) years.

## **RISK MANAGEMENT MEASURES**

The Department did not wait for finalization of the Agreement before implementing programs, procedures and systems that would minimize the likelihood of another “Riders” type of incident. Since disclosure of the “Riders” incident, the Chief of Police initiated risk management measures in the Police Department designed to prevent, reduce, and mitigate losses resulting from incidents of alleged police misconduct. These measures include increased field supervision and internal investigations staffing, improved supervisory and management oversight systems, and strengthened accountability. The reforms implemented since the “Riders” incident served as the first wave of changes designed to ensure the Department’s policies are in line with best practices nationally.

The following risk management programs are currently in place to improve officer safety, increase the quality of service to the community, minimize financial losses to the City, and improve the integrity of the Police Department:

### Chief’s Attendance at Sessions of the Professional Development Academy

To provide increased leadership, the Chief of Police attends nearly all sessions of the Professional Development Academy to discuss his policies on numerous issues of concern. Issues include: Internal Affairs Division (IAD) complaint trends, community policing, the status of contract negotiations with the Oakland Police Officers’ Association, the Agreement, and pending changes within the Department.

### Complaint and Discipline Review

A review of the complaint and discipline records of all Patrol and Crime Reduction Team officers is conducted annually during each member’s performance evaluation to see if patterns are present that may indicate the potential for misconduct.

### “Deadly Sins” Memorandum

In March 2002, The Chief of Police issued a memorandum to all Department personnel that delineated the Department’s values and listed a number of offenses for which employees could expect significant discipline, up to and including termination. The list of offenses includes, but is not limited to, excessive force, insubordination, and untruthfulness.

### Directed Patrol

Directed patrol is a predetermined set of tactics used to address a specific problem in a designated geographic area. Unlike directed patrol in the past, all activities now occur under the direct supervision of a sergeant.

### Disciplinary History Reviews

Commanders are now required to conduct a 5-year review of an officer's disciplinary history when the officer is the subject of a personnel complaint. The review looks for patterns of complaints or at-risk behavior, which may not be readily identified from review of any single incident.

### Enhanced Ethics and Values Training

Weekly ethics training facilitated by a wide variety of Departmental and outside instructors has been added to the Recruit Academy curriculum. The training is designed to promote awareness and understanding of the importance of ethical conduct and responsible decision-making in law enforcement.

### Field Assignments of Trainee Officers

Trainee Officers, when assigned to patrol duties, are now assigned to P.O.S.T.-certified Field Training Officers only. This ensures that Trainee Officers are properly supervised and that their performance is continually monitored and critiqued.

### Field Training Coordinator

A full-time Field Training Coordinator was added to the Training Section to oversee the Field Training Program and to develop and implement program changes to increase accountability tracking, streamline the evaluation process, and improve compliance with program guidelines.

### Improved Use of Force Reporting and Investigation

New procedures have been implemented to improve use of force investigation and reporting. When conducting use of force investigations, sergeants are now required to ensure witnesses are identified, separate parties, and conduct a more in depth investigation than was previously required.

### Increased Field Supervision

During the period that the "Riders" incident occurred, the "Riders" sergeant supervised two (2) squads, a practice known as a "double-stacked squad." In early 2001, and in conjunction with the adoption of Police Service Areas (PSA) throughout the City, this practice was reduced to only three (3) "double-stacked" Day-Watch squads. Span-of-control reforms specified in the Agreement will add field supervisors and eliminate the necessity of this practice.

### Internal Affairs Complaint Pattern Review

In August 2001, the Chief of Police issued a directive to all commanders to review all Internal Affairs Complaints lodged against personnel in their units. Commanders were to then document

and take corrective action(s) if complaints (sustained or not) reflected a pattern of questionable behavior.

#### Internal Affairs Division Complaint Tracking

A computer database was established to log and track the receipt, investigation, and adjudication of misconduct complaints received by or initiated within the Department. The log includes all complaint calls received by Internal Affairs Division, whether assigned for investigation or not.

#### Internal Affairs Division Staffing

Internal Affairs investigative staffing was increased to reduce caseloads and decrease the time needed to complete investigations. IAD staffing was temporarily increased above the new staffing level to address the plaintiffs' allegations asserted in the "Riders" civil action.

#### Internal Affairs Training Bulletins

Each month selected Internal Affairs cases are summarized and distributed to Department commanders to demonstrate how certain incidents were handled. The circumstances surrounding the incidents are then presented as training points, both positive and negative, during Patrol line-ups.

#### Mandatory Early Intervention System

The Oakland Police Officers' Association agreed to make attendance at Early Intervention System (EIS) meetings mandatory. Previously, approximately 80 percent of referred officers agreed to attend EIS meetings. The proposed change in policy will ensure that all referred officers participate in EIS.

#### Office of Inspector General

The Office of Inspector General was established to conduct audits and inspections that evaluate the quality of Department operations. The OIG then makes recommendations to the Chief of Police on where improved compliance with Department policy can be obtained.

#### Omega Institute Training

The Omega Institute, a training component of the Omega Boys Club, provided cultural awareness training to all Field Training Officers (FTO). The training focuses on the culture of "gangs" and how officers can interact with gang members and others to avoid and prevent violent encounters.

### Patrol Supervisor Orientation

Newly assigned Patrol supervisors now attend a three-day Patrol Supervisor Course. The new supervisors then spend several shifts working in tandem with an experienced supervisor prior to going solo.

### Recordation of Police Channels

The “Riders” officers used non-Department-approved radio codes to notify each other to go to pre-established radio channels so they could communicate among themselves and avoid detection by others. Since April 2002, all radio channels are now recorded by the Communications Division to enable supervisory oversight. An audit process is being developed to review communications on infrequently used channels.

### Research and Planning Division

A separate Research and Planning Division was reestablished to research and report on pertinent law enforcement topics including risk management issues. Recent reports include “An Analysis of Use of Force by Oakland Police Department Officers,” “Putting an End to the Sideshow,” and “Overtime Management and Control in the Oakland Police Department.”

### Revision of *Manual of Rules*

The *Manual of Rules* (MOR) was revised to strengthen and clarify Departmental values and rules of behavior in the areas of reporting violations of law, use of physical force, interfering with investigations, and assisting subjects of investigations. New sections were added to address confidential reporting of alleged police misconduct and to specifically prohibit retaliation against witnesses.

### Risk Management Meetings

Department executive staff, along with representatives of the Internal Affairs Division and the Office of Inspector General, meets monthly with representatives of the City Attorney’s Office and the Risk Management Department to review current Department litigation and legal claims, identify possible future cases, and discuss risk management issues.

### Risk Management Training

Mr. Gordon Graham, a nationally-recognized risk management trainer, attorney, and California Highway Patrol Captain, conducted three (3) separate training sessions, attended by virtually all Department supervisors and commanders, on the value of managing risk in all police operations. Mr. Graham stresses ethical behavior, training, policy compliance and proper supervision.

### Select Indicator Reports

Quarterly Select Indicator Reports are provided to supervisors and commanders to alert them of officer and/or employee performance patterns that may require additional intervention, beyond the completion of a misconduct investigation. A review of the First Quarter Select Indicator Report for 2002 identified 15 officers with potential complaint issues. The Deputy Chief of Field Operations thoroughly reviewed each case history and made several referrals to the Early Intervention System (EIS)<sup>3</sup>.

### Six-Minute Training Bulletins (Line-up Training)

Department personnel research and prepare “6-minute” topics for line-up training of patrol officers. By providing additional line-up training each day, nearly two (2) additional days of training are received each year. Topics have included Use of Force, Use of Deadly Force, Pursuit Driving, Proper Use of Pepper (OC) Spray, and search and seizure law.

### Supervisory Report Review

Patrol officers are now required to submit all narcotic-related crime reports for front-end review by a sergeant. Previously, only Part One crimes required such review.

### Timeliness of Internal Investigation

A database was established to track due dates of division level investigations (internal investigations assigned to units other than Internal Affairs Division) and chain-of-command review of completed Internal Affairs Division cases.

### Use of Oleoresin Capsicum (Pepper Spray) Oversight

Prior to the “Riders” cases, members and employees could request a canister of pepper spray without a log entry or other documentation. Since the case, a log entry is required each time a canister is given to an employee. This allows command and supervisory personnel to examine the log for potential misuse or abuse of pepper spray.

### Personnel Actions

In addition to the programs listed above, the Department has taken the following personnel actions to further mitigate preventable risk:

- Internal Investigations - Two hundred ninety one (291) misconduct complaints were investigated from August 30, 2001 through August 30, 2002<sup>4</sup>. From January 1, 2002 through July 30, 2002, there were one hundred ninety-five (195) complaints filed in

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<sup>3</sup> The Early Intervention System (EIS) is a pro-active, non-disciplinary program designed to identify and positively influence conduct or performance-related problems exhibited by individual officers.

<sup>4</sup> This number includes internally generated complaints. Internally generated complaints usually account for 25-33% of the total.



Internal Affairs Division; during the same period in 2001, there were one hundred fifty-eight (158) complaints.

- Early Intervention System Referrals - During the last twelve (12) months, twelve (12) members have been referred (or directed) to the Early Intervention System program.
- Temporary Transfers - During the last twelve (12) months, four (4) members have been temporarily transferred to alternate assignments to allow for closer supervision and an opportunity to demonstrate improved performance.

#### Audits and Inspections

Departmental General Order N-12, Departmental Audits and Inspections, makes reviews, audits and inspections, and the correction of any adverse conditions discovered therein, the function and responsibility of all command and supervisory personnel. These activities are an integral part of a management system that holds persons accountable for their performance.

#### Major Incident Board of Review

Departmental General Order G-6, Major Incident Board of Review, outlines how such incidents are used to reduce risk in future incidents. Major Incident Board of Review members:

- determine unsafe work practices or conditions and recommend corrective action;
- identify the adequacy of equipment used by or available to Department personnel;
- identify training needs;
- identify the need for Department policy changes;
- assist in future planning efforts; and
- identify the facts of a major incident and publish those facts for the information and education of specific Department personnel.

The Department is confident that the risk management strategies initiated or modified since the discovery of the “Riders” incident are steps toward modeling the best practices and procedures for law enforcement, including supervisory and management oversight, and delivery of police services to the community.

## **BUSINESS PLAN**

### **Implementation Tasks**

As the initial step in development of an Agreement implementation plan, the Chief of Police, Deputy Chiefs, Internal Affairs Division Commander, and the Office of Inspector General conducted a content review of the Agreement to determine the scope of work. The review and analysis determined that the Agreement could be separated into 52 tasks which mandate Department action. Many of the tasks contained multiple sub-tasks, several of which were subsequently separated into additional individual tasks; other original tasks have been consolidated into other tasks. The language of each of the 52 tasks has been disaggregated into specific individual requirements that must be met, documented, and verified to complete implementation.

An analysis of the scope of work required for each task was conducted and implementation responsibilities for each task were assigned to the most appropriate organizational unit. Each task was assigned to one of the following organizational units:

- Office of Chief of Police (2 tasks)
- Bureau of Field Operations (10 tasks)
- Bureau of Services (14 tasks)
- Bureau of Investigation (5 tasks)
- Internal Affairs Division (17 tasks)
- Office of Inspector General (2 tasks)

Several tasks (e.g., Complaint Procedures, Use of Force Reporting, Personnel Information Management System, and Field Training Officer Program) require significant operational changes in multiple bureaus or divisions. In these cases the designated responsible unit shall consult with and coordinate implementation with all affected organizational units.

Finally, implementation responsibility has been fixed for each task based upon the task's subject matter. Each task has been assigned by the responsible Bureau Deputy Chief or unit commander to an appropriate Department staff person in their unit, who functions as the Task Manager.

### **Compliance Unit**

In accordance with the provisions of Section XIV of the Agreement, the Chief of Police has designated the Office of Inspector General as the Agreement's Compliance Unit. The Compliance Unit's purpose is to serve as the main liaison to the Department, the Independent Monitoring Team, and the plaintiffs' counsel, and to coordinate, track, and report on the Department's implementation and compliance with the Agreement.

To fulfill its responsibilities, the Compliance Unit will:

- facilitate the provision of data and documents;
- provide to the Independent Monitoring Team access to OPD personnel as needed;
- ensure that documents and records are maintained as required by the Agreement;
- prepare a semi-annual report describing the steps taken during that reporting period to comply with the provisions of the Agreement;
- assist Task Managers with the development of appropriate publications and directives;
- track and review task implementation efforts; and
- conduct the required annual audits.

### **Roles and Responsibilities**

The Chief of Police is ultimately responsible for Department compliance. For effective and timely implementation of the Agreement, the Chief of Police has delegated specific roles and responsibilities to various functional levels in the Department for purposes of day to day compliance efforts and oversight. The following matrix illustrates the Department's management responsibilities:

<b>POSITION</b>	<b>RESPONSIBILITY</b>
Chief of Police	Department compliance; Final policy and implementation approval; Fiscal responsibility.
Bureau Chiefs, Internal Affairs Division Commander, OIG Commander	Primary accountability for implementation and compliance; Designation of Task Managers; Penultimate policy review and approval of implementation efforts; Meeting of implementation timelines.
Unit Commanders	Policy review during staffing; Implementation of new policies and procedures; Meeting of implementation timelines.
Office of Inspector General (Compliance Unit)	Full time responsibility for planning, coordinating, tracking, monitoring, and reporting relative to Agreement implementation and compliance.
Task Managers	Timely and successful completion of assigned implementation projects; Assignment of SME.
Subject-Matter Experts (SME)	Research of best practices and drafting of Department publications and forms for assigned tasks.
All Other Staff and Command Officers	Training, functional compliance, and overall support of the compliance process.

### **Implementation Timelines**

Each provision of the Agreement that must be operationalized is identified with an implementation timeline stated in the Agreement as "...within XXX days<sup>5</sup> from the effective date of this Agreement..." Based on these time frames, a Compliance Date was set for each of the 52 Agreement tasks. The Department, using a project management approach to each task, developed Target Dates for many of the tasks that represent the date the policy development and training for each task is expected to be complete. Compliance Dates are mandatory deadlines; Target Dates may be adjusted based on operational efficiencies and budgetary constraints.

The Compliance Unit tracks Compliance and Target Dates for each of the implementation tasks. Missed dates and slipping tasks are reported to the Chief of Police in the Settlement Agreement Status Reports and discussed with the plaintiffs' counsel at the monthly meetings.

### **Implementation Tracking and Reporting**

Successful completion of Agreement tasks requires frequent communication between Task Managers, the Compliance Unit, and Executive Management. A specific reporting schedule has been established to supplement regular ongoing verbal updates and meetings about task implementation and compliance progress.

The primary means of tracking implementation progress for each of the various individual Agreement tasks is the Six-Week Progress Report. Six-Week Progress Reports for each of the 52 tasks are required by Special Order 8009, Settlement Agreement 6-Week Progress Reports. The reports are designed to report progress, document deliverables, detail development or implementation problems, request assistance for resources needed to complete the task, etc. Reports on each task are prepared every six (6) weeks by the respective Task Manager detailing:

- the status of the task;
- progress towards completion of the task over the last six-week period;
- expected progress over the next six-week period; and
- budgetary or organizational challenges affecting task completion.

The report is forwarded to the appropriate Deputy Chief or IAD commander, who reviews, approves, and forwards the report to the Compliance Unit. The Six-Week Progress Reports are compiled by the Compliance Unit into a Settlement Agreement Status Report which documents overall Department implementation efforts.

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<sup>5</sup> Days refer to business days, not calendars days.

The following chart summarizes the implementation reporting schedule:

<b>FREQUENCY</b>	<b>REPORT NAME</b>	<b>PREPARED BY</b>	<b>SUBMITTED TO</b>
Weekly	Verbal Status Report	Compliance Unit	Unit Commanders' Meeting
Six-Week	Settlement Agreement Six - Week Progress Report	Task Manager	Compliance Unit through Deputy Chiefs
Six-Week	Settlement Agreement Status Report	Compliance Unit	Chief of Police, Deputy Chiefs, Commanders, and managers
Semi-annual	Semi-Annual Report	Compliance Unit	Federal Court, plaintiffs' counsel through Chief of Police
Semi-annual	Semi-Annual Council Update	Chief of Police	City Council

## IMPLEMENTATION PROGRESS

### Administrative

#### Personnel, Office of Inspector General (OIG)

Initially, the Office of Inspector General (OIG)/Compliance Unit consisted of four (4) persons: one (1) captain, one (1) lieutenant, and two (2) sergeants. In addition, in April 2003, the Chief of Police secured temporary funding for one (1) compliance analyst.

CLASSIFICATION	NO. OF POSITIONS	FUNCTION
Captain of Police	1	Unit Commander
Lieutenant of Police	1	Compliance Coordinator
Sergeant of Police	1	Policy and Publication Development
Sergeant of Police	1	Audits and Review
Management Assistant (equivalent)	1	Compliance Analyst
Total Staffing	5	

Based on anticipated responsibilities and an estimated workload (i.e., production of reports, obtaining documents for the Independent Monitoring Team, record retention requirements, meetings, completion of audits, and related policy development and coordination activities, the OIG submitted a staffing plan to the Chief of Police and City Manager. Factoring in agency size and workload, the staffing request was consistent with implementation teams at other law enforcement agencies operating under a consent decree. Initially, the City approved increasing the OIG staffing by 11 persons.

Due to fiscal constraints with the City, the approved OIG personnel budget for new positions was reduced to the following:

POSITION		YEARLY COST
P & P Auditor	New	102,788
Management Assist	New	0
Officer	New	118,239
Officer	New	118,239
PRS	New	45,142
PRS	New	45,142
Admin Analyst	New	69,579
Admin Analyst	New	69,579
		568,708

Based on overall operational needs of the Department, the Chief of Police reallocated the personnel funding to other units. Currently, the staffing will increase by 3 as follows:

Alternate Staffing to Cover BFO Lieutenants

POSITION		YEARLY COST
Lieutenant	Cover	178,260
Lieutenant	Cover	178,260
Officers	Transfer	
Officers	Transfer	
PRS	New	45,142
PRS	None	
ELDE @ MA 1st step	New	80,531
ELDE @ MA 2nd step*	New	84,562
		566,755

*Note: The first chart presented above reflects the approved personnel budget for new/additional staffing. The second chart shows the reallocated funding/staffing.*

- Management Assistant will be assigned to the Research and Planning Division and supplement OIG staff on a part-time basis.

### Facilities and Equipment

All OIG staff is located on the 8<sup>th</sup> floor of the Police Administration Building. The space is sufficient for current and anticipated future staffing levels.

Office space for the Independent Monitoring Team was secured and will be located in Room 103 of the Police Administration Building. The office will be set up and ready for the Independent Monitoring Team by August 1, 2003.

### **Reporting**

This Semi-annual Report is based largely on the following:

- Three (3) sets of Settlement Agreement Six-Week Progress Reports prepared by the Task Managers assigned to develop policies and procedures required by the terms of the Agreement.
- Three (3) Settlement Agreement Status Reports submitted by the OIG to the Chief of Police summarizing Six Week Progress Reports and implementation concerns noted during OIG meetings with Subject Matter Experts, the plaintiffs counsel, Office of the City Attorney, OPOA, etc.

Concern: The Office of Inspector General received approximately 15% of the required Six Week Progress Reports from The Bureaus and Internal Affairs Division. This lack of information regarding the progress of many of the tasks made an accurate assessment of total Department Agreement implementation progress very difficult to determine. Such information is critical to the managing of resources and staffing necessary to complete Agreement tasks by the Compliance Dates.

Resolution: The Office of Inspector General now issues reminder emails one week prior to the Settlement Agreement 6-Week Progress Report due date in order to improve compliance with the timely submission of Settlement Agreement 6-Week Progress Reports. The Chief of Police has also issued a memorandum to the Task Managers reminding them of the reporting requirement.

### **Timelines**

As described above, the provisions of the Agreement were consolidated into tasks and assigned to Task Managers. Each Task has a Compliance Date for policy development and implementation. For this report, Task progress is summarized into one of the following five (5) categories:

- Completed;
- Missed Compliance Date;
- Beyond Target Date;



- Slipping; or
- Progressing Without Concern.

A task is considered “Completed” if policy is completed and published, training has occurred, and all provisions of the task are being implemented, as determined through an implementation audit by OIG. A task has “Missed Compliance Date” if it is not completed by the timeframe specified in the Agreement. Tasks that are “Beyond Target Date” are not completed. (They are not beyond the Compliance Date, but were originally projected to be complete by a Target Date that has now passed.) “Slipping” tasks have been determined by OIG, based on the information available, to be in danger of not meeting a Target Date and/or a Compliance Date. Tasks that are “Progressing Without Concern” are not completed, have not passed a Target Date or Compliance Date, and based on the available information, do not appear to be in danger of passing a Target Date or Compliance Date.

The status of each Task is reported here as of July 1, 2003. In general, progress on most tasks is proceeding without significant concern.

TASK STATUS	NUMBER OF TASKS
Completed	3
Missed Compliance Date	4
Beyond Target Date	8
Slipping	4
Progressing Without Concern	31

1. Completed

The following three (3) tasks have been completed:

- Task 23: Command Staff Rotation
- Task 34: Vehicle Stops, Field Investigation and Detentions
- Task 50: Compliance Unit Liaison Policy

2. Missed Compliance Date

The following four (4) tasks are beyond the Compliance Date:

- Task 02: Timeliness Standards and Compliance with IAD Investigations
- Task 04: Complaint Control System for IAD
- Task 20: Span of Control for Supervisors
- Task 22: OPD/DA Liaison Commander

3. Beyond Target Date

The following eight (8) tasks are beyond the Target Date:

- Task 18: Approval of Field-Arrest by Supervisor
- Task 21: Members', Employees' and Supervisors' Performance Review
- Task 29: IAD Investigation Priority
- Task 33: Misconduct
- Task 36: Procedures for Transporting Detainees and Citizens
- Task 37: Internal Investigations – Retaliation Against Witnesses
- Task 39: Personnel Arrested, Sued and/or Served with Civil or Administrative Process
- Task 46: Promotional Consideration

4. Slipping

The following four (4) tasks are identified as slipping:

- Task 44: Performance Appraisal Policy
- Task 47: Community Policing Plan
- Task 48: Departmental Management and Annual Management Report
- Task 49: Monitor Selection and Compensation

5. Progressing Without Concern

The remainder of the tasks are proceeding without concern. Information about each individual Task is noted below in the section on Task Implementation.

Goal: It is still the Department's goal to complete tasks required within the time frames specified in the Agreement or an approved compliance-date-extension.

Resolution: The OIG developed a Task Milestone Tracking Worksheet (see Attachment 1) to assist The Bureaus and Internal Affairs Division in planning and managing their assigned Agreement tasks and to enable more accurate reporting to the OIG. Essentially, it is a business plan outline with specific dates (milestones) for each relevant sub-task needed to develop policies for and to implement the provision of each Agreement task. The Chief of Police has required each Task Manager to complete the Tracking Worksheet for each of their assigned tasks. When determining expected completion dates for each milestone event, the Task Managers must keep in mind the existing Target and Compliance Dates. The expected completion dates they provide will be used as milestones against which the progress of tasks will be measured and reported on each Settlement Agreement Status Report.

The new milestone tracking procedures are expected to increase the Task Managers' awareness of task progress and Compliance Dates, as well as provide a consistent and accurate means of reporting implementation progress. The milestone dates will be reported in the next Semi-annual Report.

Should a task slip, Task Managers will be asked to provide solutions so that the task can be completed before the Compliance Date. Solutions may include the following:

- Assigning more staff to the task;
- Authorizing overtime to complete the task;
- Reprioritizing unit workloads;
- Requesting fiscal resources;
- Resolving labor issues; or
- Formally requesting an extension of the specified Compliance Date.

### **Labor / Management Concerns**

Settlement Agreement Section I. Purpose reads in part,

*Nothing in this Agreement is intended to alter the existing collective bargaining agreement between the City and OPD member/employee bargaining units or to impair the collective bargaining rights of OPD member/employee bargaining units under state law or local law. The City recognizes that the implementation of certain provisions of this Agreement may require compliance with meet-and-confer processes. The City shall comply with any such legal requirements and shall do so with the goal of concluding such processes in a manner consistent with the purposes of this Agreement and to otherwise permit the City to timely implement this Agreement. The City shall give appropriate notice of this Agreement to the OPD member/employee bargaining units to allow such processes to begin, as to this Agreement, as filed with the Court. (SA, page 2, lines 12-20)*

The OPOA claimed that some or all of the procedures in the publications listed below involve labor issues that are subject to “meet and confer.” The City Attorney’s Office responded and denied the OPOA’s claims. What follows is chart listing the task number, task title and related Police Department publication of concern.

<b>TASK NO.</b>	<b>TASK TITLE</b>	<b>RELATED POLICE DEPARTMENT PUBLICATION</b>
42	Field Training Program	<b>Departmental General Order B-8</b> , Field Training Program
18	Approval of Field-Arrest by Supervisor	*** <b>Departmental General Order M-18</b> , Arrest Approval and Report Review
None	<i>Developed to formalize the input/feedback process</i>	<b>Special Order 8010</b> , Comments and/or Recommendations by OPD Personnel Regarding Department Publications
50	Compliance Unit Liaison Policy	<b>Special Order 8011</b> , Compliance Unit Liaison Policy
34	Vehicle Stops, Field Investigation, and Detentions	<b>Special Order 8012</b> , Racial Profiling Stop-Data Collection
2	Timeliness Standards and	*** <b>Special Order 8026</b> , Timeliness Standards

TASK NO.	TASK TITLE	RELATED POLICE DEPARTMENT PUBLICATION
	Compliance with IAD Investigations	for Misconduct Investigations
47	Community Policing Plan	<b>Training Bulletin III-A.5</b> , Reorganization of the Patrol Division and the Further Implementation of Community-Oriented Policing
23	Command Staff Rotation	<b>Chief's Memorandum</b> re: Command Officer Assignment and Rotation policy
22	OPD/DA Liaison Commander	<b>Bureau of Investigation Policy and Procedure 03-04</b> , Police Department / District Attorney Liaison
22	OPD/DA Liaison Commander	Management-Level Liaison (MLL) reporting memorandum

\*\*\* Publication is in draft form. It appears that if it is published as written, it will contain “meet and confer” issues and the OPOA may subject it to the “meet and confer” process.

Except for those noted as drafts, the policies listed in the chart are active. The Department is now waiting for a response from the OPOA regarding the City Attorney's Opinion.

### Monthly Meetings

The Agreement calls for the Monitor to “conduct monthly meetings that shall include representatives of OPD, the City Attorney's Office, the City Manager's Office, the Oakland Police Officers' Association, and plaintiffs' counsel...The purpose of these meetings is to ensure effective and timely communication between the Monitor, OPD, the City Attorney's Office, the City Manager's Office, the Oakland Police Officers' Association and plaintiffs' counsel regarding the development of procedures and policies under the Agreement, implementation, compliance and information-access issues.”<sup>6</sup> In March 2003, the Police Department initiated monthly meetings to facilitate implementation progress and communication with the specified stakeholders in advance of the Monitor's selection and arrival.

Four monthly meetings were held discussing the following issues:

- Settlement Agreement corrigendum, language changes, and clarifications were considered;
- Labor management issues were summarized;
- Implementation progress and timelines were discussed; and
- Publication drafts were distributed for staffing review.

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<sup>6</sup> SA reference XIII. J. 1. (page 48, line 9)

July 8, 2003

Negotiated Settlement Agreement  
First Semi-Annual Report

Agendas and meeting minutes were prepared and distributed to all participants to serve as a record of the meetings and discussions among the stakeholders. The meetings have produced agreements to changes and clarifications in Agreement language, modifications to implementation timelines for several tasks, and a modified review process for publication drafts. Stipulations are being prepared to formalize these agreements with the Court.

## TASK IMPLEMENTATION

Implementation activities for each specific Task are detailed on the following pages. In some tasks, lead-in language is provided and referenced for clarity.

### **Task 01: IAD Staffing and Resources**

Settlement Agreement Section III. A; page 7, lines 3-8 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

#### **Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

#### **A. IAD Staffing and Resources**

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

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**Status:** Progressing Without Concern

#### **Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel
- Internal Affairs Division Procedural Manual

**Implementation Activities:** Research was completed last year via white paper, but the policy has not yet been written. The first Settlement Agreement Six-Week Report on this Task indicated that IAD staffing was undergoing an increase.

**Task 02: Timeliness Standards and Compliance with IAD Investigations**

Settlement Agreement Section III. B.; page 7, lines 9-17 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** April 15, 2003

**Target Date:** April 15, 2003

**Extension Granted:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

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

- 1. Within 60 days from the effective date of this Agreement, the Chief of Police shall develop and implement timeliness standards for the completion of Internal Affairs investigations, administrative findings and recommended discipline.*
- 2. Compliance with these timeliness standards shall be regularly monitored by IAD command and the Department’s command staff. If IAD experiences an unusual proliferation of cases and/or workload, IAD staffing shall be increased to maintain timeliness standards.”*

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**Status:** Missed Compliance Date.

**Deliverables:**

- Special Order 8026, Timeliness Standards for Internal Affairs Investigations, to be incorporated into Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** Departmental Special Order 8026, Timeliness Standards for Internal Affairs Investigations was drafted but not completed within the required time frame. The work on Task 04, Complaint Control System for IAD and Task 45, Consistency of Discipline Policy was also slipping and there was a danger that work could not be completed by the specified Compliance Date.

At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias

- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks, such as Task 02, can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Staffing:** Task 02, Section III.B.2. states in part, *If IAD experiences an unusual proliferation of cases and/or workload, IAD staffing shall be increased to maintain timeliness standards.* Although the staffing policy and procedures is not codified in writing, the Chief increased the IAD staffing and procedures to monitor IAD staffing levels and workload are being included in the revised Departmental General Order M-3 to maximize the timeliness of personnel complaints.

The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning Special Order 8026, Timeliness Standards for Internal Affairs Investigations. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.



**Task 03: IAD Integrity Tests**

Settlement Agreement Section III. C.; page 7, lines 18-22 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**C. IAD Integrity Tests**

*IAD shall be proactive as well as reactive.*

- 1. IAD shall conduct integrity tests in situations where members/employees are the subject of repeated allegations of misconduct.*
- 2. IAD shall have frequency standards, among other parameters, for such integrity tests.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** This task is in the policy development stage.

Provisions of this task are being incorporated into Departmental General Order M-3, Complaints Against Department Personnel. The provisions of this task will be included in the Internal Affairs Division Policy and Procedures Manual.

**Task 04: Complaint Control System for IAD**

Settlement Agreement Section III. D.; page 7, line 23 – page 8, line 17 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** May 27, 2003

**Target Date:** May 27, 2003

**Extension Granted:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**D. Complaint Control System for IAD**

1. *Within 90 days, OPD shall develop a policy regarding an informal complaint resolution process which may be used by supervisors and IAD to resolve minor complaints which do not rise to the level of misconduct as described in Section III, paragraph H (2). This process shall document the receipt of the complaint, date, time, location, name or the person making the complaint, the name of the person receiving the complaint, how the matter was resolved and that the person making the complaint was advised of the formal complaint process. The documentation shall be forwarded to IAD for review. If the informal complaint resolution process fails to resolve the complaint or if the person making the complaint still wishes to make a formal complaint, the person receiving the complaint shall initiate the formal complaint process pursuant to Section III, paragraph E. OPD personnel shall not unduly influence persons making a complaint to consent to the informal complaint resolution process.*
2. *IAD shall establish a central control system for complaints and Departmental requests to open investigations. Every complaint received by any supervisor or commander shall be reported to IAD on the day of receipt. If IAD is not available, IAD shall be contacted at the start of the next business day. Each complaint shall be assigned an Internal Affairs case number and be entered into a complaint database with identifying information about the complaint. OPD personnel shall notify IAD and the Chief of Police, or designee, as soon as practicable, in cases likely to generate unusual public interest.*
3. *Criteria shall be established which must be met prior to moving, from ‘open’ to ‘closed,’ any investigation in the complaint database.”*

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**Status:** Missed Compliance Date

**Deliverables:**

- Section III. D. 2., for this task requires a “*central control system for complaints and Departmental requests to open investigation*.” Although the procedures have not been codified in writing for its use, IAD does now have an automated database for tracking and investigations and disciplinary investigation.

**Implementation Activities:** At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 05: Complaint Procedures for IAD**

Settlement Agreement Section III. E.; page 8, line 18 – page 11, line 7 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: BOS

**Compliance Date:** August 19, 2003

**Target Date:** August 19, 2003

**Extension Granted:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**E. Complaint Procedures for IAD**

1. *With the exception of the provisions listed in paragraph E (2), below, OPD personnel who become aware that a citizen wishes to file a complaint shall bring such citizen immediately, or as soon as circumstances permit, to a supervisor or IAD or summon a supervisor to the scene. If there is a delay of greater than three (3) hours, the reason for such delay shall be documented by the person receiving the complaint. In the event that such a complainant refuses to travel to a supervisor or to wait for one, the member/employee involved shall make all reasonable attempts to obtain identification, including address and phone number, as well as a description of the allegedly wrongful conduct and offending personnel, from the complainant and any witnesses. This information, as well as a description of the complaint, shall immediately, or as soon as circumstances permit, be provided, in writing, to the unit commander or, in his/her absence, the Watch Commander, and shall be treated as a complaint, as specified in this paragraph. The commander notified of the complaint shall ensure that IAD is notified.*
2. *Except for complaints being handled by the informal complaint resolution process in Section III, paragraph D (1), inmates being processed at or held in the Oakland City Jail shall have the opportunity to file a complaint against an arresting officer or any other member/employee of OPD.*
  - a. *Within 150 days from the effective date of this Agreement, a police complaint form shall be developed, and copies of that form shall be available at the Jail on a 24-hour basis. Any inmate requesting a complaint form from any member/employee shall be given a copy of the form immediately, or as soon as circumstances permit. If the delay is greater than three (3) hours, the reason for such delay shall be documented by the person or Watch Supervisor delivering the form. The complaint form shall be printed on three-part carbonless paper. The three (3) parts to be completed and distributed as follows:*
    - 1) *The white copy (original) shall be given to the shift supervisor at the Jail, who shall call IAD with the complaint information and then send the original form to IAD. The phone call shall be documented on the form, by the shift supervisor.*
    - 2) *The canary copy shall be forwarded to the Jail Commander, who shall ensure that any such written complaint received is delivered and logged with IAD.*
    - 3) *The pink copy shall be given to the inmate completing the form, for his or her records.*
  - b. *OPD personnel who become aware that an inmate wishes to file a complaint shall inform the inmate about the complaint process and provide the individual with a copy of the complaint form.*
3. *In each complaint investigation, OPD shall consider all relevant evidence, including circumstantial, direct and physical evidence, and make credibility determinations, if feasible. OPD shall make efforts to resolve, by reference to physical evidence, and/or use of follow-up interviews and other objective indicators, inconsistent statements among witnesses.*
4. *OPD shall develop provisions for the permanent retention of all notes, generated and/or received*

by OPD personnel in the case file.

5. *OPD shall resolve each allegation in a complaint investigation using the “preponderance of the evidence” standard. Each allegation shall be resolved by making one of the following dispositions: Unfounded, Sustained, Exonerated, Not Sustained, or Filed. The Department shall use the following criteria for determining the appropriate disposition:*
  - a. *Unfounded: The investigation disclosed sufficient evidence to determine that the alleged conduct did not occur. This finding shall also apply when individuals named in the complaint were not involved in the alleged act.*
  - b. *Sustained: The investigation disclosed sufficient evidence to determine that the alleged conduct did occur and was in violation of law and/or Oakland Police Department rules, regulations, or policies.*
  - c. *Exonerated: The investigation disclosed sufficient evidence to determine that the alleged conduct did occur, but was in accord with law and with all Oakland Police Department rules, regulations, or policies.*
  - d. *Not Sustained: The investigation did not disclose sufficient evidence to determine whether or not the alleged conduct occurred.*
  - e. *Filed: The investigation cannot be completed due to the unavailability of a witness or victim, or, the administrative investigation has been held in abeyance pending the outcome of criminal charges against the member or employee. “Filed” is not a final disposition, but an indication that a case is pending further developments that all allow the completion of investigation. All “Filed” cases shall be reviewed quarterly, by the IAD Commander or his/her designee, to determine whether the conditions that prevented investigation and final disposition have changed.*
6. *Any member or employee who is a subject of an internal investigation, as well as any other member or employee on the scene of an incident at which misconduct has been alleged by a complainant, shall be interviewed.”*

**Status:** Progressing Without Concern

**Deliverables:**

- Jail Division Policies and Procedures
- Jail Divisions Citizen’s Complaint Form

**Implementation Activities:**

**Jail Division:** The most recent report submitted by the assigned unit indicates that the task is 25% complete. A progress report from the assigned unit indicates that a Jail Division Citizen’s Complaint Form has been drafted. Research has been conducted on the procedures used by other local city police departments with jails, and a draft of Jail Division Policies and Procedures has been completed.

**Internal Affairs:** At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints

- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 06: Refusal to Accept or Refer Citizen Complaint**

Settlement Agreement Section III. F.; page 11, lines 8-12 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

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

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**Status:** Progressing Without Concern

**Deliverables:**

- New *Manual of Rules* section

**Implementation Activities:** None

**Task 07: Methods for Receiving Citizen Complaints**

Settlement Agreement Section III. G.; page 11, line 13 – page 12, line 7 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** September 30, 2003

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**G. Methods for Receiving Citizen Complaints**

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

- 1. A recordable, toll-free complaint hotline shall be established. The hotline, staffed by OPD personnel, shall have an advisement that the call is being recorded.*
  - 2. Guidelines for filing a citizen’s complaint shall be prominently posted and informational brochures shall be made available in key Departmental and municipal locations.*
  - 3. OPD shall accept anonymous complaints. To the extent possible, OPD shall ask anonymous complainants for corroborating evidence. OPD shall investigate anonymous complaints to the extent reasonably possible to determine whether the allegation can be resolved.*
  - 4. OPD personnel shall have available complaint forms and informational brochures on 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.”*
- 

**Status:** Progressing Without Concern

**Deliverables:**

- Revised *Manual of Rules* Section 314.49, Confidential Reporting of Police Misconduct. Acceptance of anonymous complaints was created and is in effect.
- Relocation of the Internal Affairs Division to City Hall Plaza was completed.

**Implementation Activities:** The first Six Week Report indicated that anonymous complaints were being accepted. Revisions of IA complaint forms have begun. A toll-free line has not yet been established. The Internal Affairs Division had also relocated their offices to City Hall Plaza.

At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints



- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 08: Classifications of Citizen Complaints**

Settlement Agreement Section III. H.; page 12, line 8 – page 13, line 12 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** This task has not yet been started.

At the June 19, 2003 meeting with the plaintiffs' counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 09: Contact of Citizen Complainant**

Settlement Agreement Section III. I.; page 13, lines 13-16 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**I. Contact of Citizen Complainant**

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** This task is in progress. The first Six Week Report on this task indicated that the appropriate procedures are being implemented.

At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs’ counsel accepted the request.

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The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 10: Procedure Manual for Investigations of Citizen Complaints**

Settlement Agreement Section III.; page 6, line 23 – page 7, line 2

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** June 1, 2005

**Settlement Agreement Language:**

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

*Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Training Delivery System
- Training of appropriate staff

**Implementation Activities:** This task cannot be completed until the Internal Affairs Investigation Manual and Department General Order M-3, Complaints Against Department Personnel are published . A new Target Date of December 1, 2003 was proposed by IAD and accepted by the plaintiffs’ counsel on June 19, 2003 for completion of the revised Departmental General Order. (See Task 02, for details of the new Compliance Date .)

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**Task 11: Summary of Citizen Complaints Provided to OPD Personnel**

Settlement Agreement Section III. J.; page 13, lines 17-26 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

- 1. The investigator shall provide the member/employee with a brief synopsis of any complaint alleged against them, but shall not allow the member/ employee to read the complaint itself or to review citizen or other witness statements prior to the member/employee’s interview. Such synopses shall be preserved within the IAD file.*
- 2. When notifying a member/employee that a complaint has been filed against him or her, IAD shall also notify the subject’s immediate supervisor and commander.*
- 3. Upon completion of the IAD investigation and issuance of a final report by IAD, the subject member/employee shall have access to the underlying data on which the report is based, including all tape-recorded interviews, transcripts and investigator’s notes.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** The first Six Week Report indicated that the appropriate procedures are in place.

At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations

- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.



**Task 12: Disclosure of Possible Investigator Bias**

Settlement Agreement Section III. K.; page 14, lines 1-11 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**K. Disclosure of Possible Investigator Bias**

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 13: Documentation of Pitchess Responses**

Settlement Agreement Section III. L.; page 14, lines 12-14 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** September 30, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**L. Documentation of Pitchess Responses**

*OPD shall implement an additional check on responses to Pitchess discovery motion responses.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- IAD Manual

**Implementation Activities:** The policy and procedures for this task will be incorporated into the IAD policy and procedures manual. The first Six Week Report indicated that the appropriate procedures are in place.

**Task 14: Investigation of Allegations of Manual of Rules Violations Resulting from Lawsuits and Legal Claims**

Settlement Agreement Section III. M.; page 14, lines 15-24 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

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

- 1. The litigation and IA processes shall be handled separately to avoid either process being unnecessarily compromised should a personnel investigation be delayed, halted, not undertaken, or in any way modified because the underlying matter is in litigation.*
- 2. Personnel investigations shall not be delayed in any manner because the underlying incident has resulted in litigation.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** The first Six Week Report indicated that the appropriate procedures are in place.

At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias

- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs' counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 15: Reviewing Findings and Disciplinary Recommendations**

Settlement Agreement Section III. N.; page 15, lines 1-4 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

**N. Reviewing Findings and Disciplinary Recommendations**

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs’ counsel accepted the request.

The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

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Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 16: Supporting IAD Process – Supervisor/Managerial Accountability**

Settlement Agreement Section III. O.; page 15, lines 5-11 (lead-in page 6, line 24 – page 7, line 2)

Assigned Unit: IAD

**Compliance Date:** June 1, 2005

**Target Date:** July 20, 2004

**Revised Target Date:** December 1, 2003

**Settlement Agreement Language:**

*“Within 616 days from the effective date of this Agreement, the Chief of Police shall revise Departmental policy and procedures and develop a manual for conducting complaint investigations. Training shall be provided to ensure all personnel have received, understand, and comply with new and revised Departmental policies and procedures. The IAD Procedural Manual shall include, at a minimum, the following provisions of this Section:*

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

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities:** At the June 19, 2003 meeting with the plaintiffs’ counsel, IAD proposed a new Target Date of December 1, 2003. This request included extending the Compliance Date for Tasks 02 and 04, and moving the Target Dates up for the following Tasks:

- Task 05, Complaint Procedures for IAD (Jail complaint procedure)
- Task 07, Methods for Receiving Citizen Complaints
- Task 08, Classifications of Citizen Complaints
- Task 09, Contact of Citizen Complainant
- Task 11, Summary of Citizen Complaints Provided to OPD Personnel
- Task 12, Disclosure of Possible Investigator Bias
- Task 14, Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits and Legal Claims
- Task 15, Reviewing Findings and Disciplinary Recommendations
- Task 16, Supporting IAD Process – Supervisor/Managerial Accountability

The plaintiffs’ counsel accepted the request.



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The provisions of these Tasks will be included in the revision of Departmental General Order M-3, Complaints Against Department Personnel. The result will be one cohesive policy for all the aforementioned Tasks.

Full implementation of this task will not be complete until the revised Departmental General Order is published and adequate training has been provided to all members and employees. Once the revised Departmental General Order is published, the Office of Inspector General's Audit Unit will once again review this task to ascertain if all the provisions listed in Task 2 have been addressed and adequate training has been provided.

An implementation review by OIG recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan, which will address in-service training for each of these tasks. Many of these tasks can be consolidated with other similar tasks into a single training session. The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 17: Supervisory Span of Control and Unity of Command**

Settlement Agreement Section IV.; page 15, lines 15-18

Assigned Unit: N/A

**Compliance Date:** January 20, 2004

**Target Date:** January 20, 2004

**Settlement Agreement Language:**

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

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

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**Status:** This task covers the overall timelines for Tasks 18, 19, 21, 23. There are no specific provisions covered by this task.

**Deliverables:** N/A

**Implementation Activities:** N/A

**Task 18: Approval of Field-Arrest by Supervisor**

Settlement Agreement Section IV. A.; page 15, line 19 – page 16, line 5 (lead-in page 15, lines 16-18)

Assigned Unit: BFO

**Compliance Date:** January 20, 2004

**Target Date:** March 31, 2003

**Settlement Agreement Language:**

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

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

1. *OPD shall develop standards for field supervisors that encourage or mandate close and frequent supervisory contacts with subordinates on calls for service. The policies developed in this Section shall require supervisors to respond to the scene of (at least) the following categories of arrest, unless community unrest or other conditions at the scene make this impractical:*
  - a. *Felonies;*
  - b. *Narcotics-related possessory offenses;*
  - c. *Where there is an investigated use of force;*
  - d. *Penal Code §§69, 148 and 243(b)(c).*
2. *The responding supervisor shall review the arrest documentation to determine whether probable cause for the arrest, or reasonable suspicion for the stop, is articulated, to ensure that available witnesses are identified, to approve or disapprove the arrest in the field, and to log the time of the contact.”*

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**Status:** Beyond Target Date

**Deliverables:**

- Drafts of the new Departmental General Order M-18, Arrest Approval and Report Review in the Field have been completed and revisions are being made.
- Special Order 8033, Release of Arrested Persons in the Field is in draft form.
- Field Detention Certificate
- Order to Field Release Prisoner

**Implementation Activities:** A March 5, 2003 draft Special Order 8033, Release of Arrested Persons in Field, is in the process of being developed. The OIG reviewed the first draft and returned to the assigned unit with comments.

Departmental General Order M-18, Arrest Approval and Report Review in the Field was drafted. The OIG reviewed the first draft and returned to the assigned unit with comments for review and revision. The Chief of Police has reviewed the most current draft, made comments, and returned the document to the assigned bureau for revision.

A Field Detention Certificate and Order to Field Release Prisoner also need to be approved in order to meet compliance.

The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning draft Special Order 8033, Release of Arrested Persons in the Field. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.

**Task 19: Unity of Command**

Settlement Agreement Section IV. B.; page 16, lines 6-10 (lead-in page 15, lines 16-18)

Assigned Unit: BFO

**Compliance Date:** January 20, 2004

**Target Date:** January 20, 2004

**Settlement Agreement Language:**

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

***B. Unity of Command***

- 1. With rare exceptions (justified on a case-by-case basis), each member or employee of the Department shall have a single, clearly identified supervisor or manager.*
- 2. In general, sergeants should work the same schedule and have the same days off as the individuals they supervise.”*

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**Status:** Progressing Without Concern

**Deliverables:** None

**Implementation Activities:** This task has not yet been started.

**Task 20: Span of Control for Supervisors**

Settlement Agreement Section IV. C.; page 16, line 11 – page 17, line 1 (lead-in page 15, lines 16-18)

Assigned Unit: BFO

**Compliance Date:** May 27, 2003

**Target Date:** May 27, 2003

**Settlement Agreement Language:**

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

**C. Span of Control for Supervisors**

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

- 1. Under normal conditions, OPD shall assign one primary sergeant to each Area Command Field Team, and, in general, (with certain exceptions) that supervisor’s span of control shall not exceed eight (8) members.*
- 2. During day-to-day operations, in the absence of the primary supervisor (e.g., due to sickness, vacation, compensatory time off, schools, and other leaves), the Watch Commander shall determine, based on Department policy and operational needs, whether or not to backfill for the absence of the sergeant on leave.*
- 3. If a special operation, (e.g., Beat Feet, Special Traffic Offenders Program (STOP), etc.) requires more than eight (8) members, the Area Commander or Watch Commander shall determine the reasonable span of control for the supervisor.*
- 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.”*

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**Status:** Missed Compliance Date

**Deliverables:**

- Assignment of one primary sergeant to each Area Command Field Team (under normal conditions)
- A supervisory ratio not exceeding eight (8) members to one Area Command Field Team primary sergeant (with certain exceptions)
- New BFO Policy and Procedure

**Implementation Activities:** The required supervisory ratio was established by adding 10 sergeants to Patrol in January 2003.

New BFO Policy and Procedure was drafted. The OIG reviewed the draft Bureau Policy and Procedure and returned it to the subject matter expert for review and staffing. The current draft of the Policy and Procedure is now in the staffing processes, and is due back July 14, 2003.

The retirement of the Task Manager contributed to the delay.

Current Area Command field team supervisory staffing is reflected in the following chart:

<b>AREA COMMAND SUPERVISORY / SERGEANT POSITIONS</b>	<b>AUTHORIZED</b>	<b>PRIMARY SUPERVISORS</b>	<b>SUPERVISORS ON LOAN *</b>
Police Service Area	24	18	07
Crime Reduction Team	06	06	00
Walking Detail	03	03	00
<b>TOTALS</b>	<b>51</b>	<b>51</b>	<b>07 **</b>

\*Per the OPOA-MOU, unless otherwise approved by the OPOA, loans terminate after 90 days and the member must be returned to the original unit of assignment.

\*\*Among other procedures, the policy for the Supervisory Span of Control will define long and short-term vacancies and provide procedures for filling the primary supervisors absence by transfer, loan and/or acting positions.

**Task 21: Members', Employees' and Supervisors' Performance Review**

Settlement Agreement Section IV. D.; page 17, lines 2-19 (lead-in page 15, lines 16-18)

Assigned Unit: BOS

**Compliance Date:** January 20, 2004

**Target Date:** April 9, 2003

**Settlement Agreement Language:**

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

**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."*

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**Status:** Beyond Target Date

**Deliverables:**

- Revised Departmental General Order B-6, Performance Appraisal

**Implementation Activities:** Special Order 6004, Performance Appraisal was written to outline policies and procedures for completing the new employee performance appraisal system. The Special Order covers most but not all of the provisions of this task. In a March 6, 2003 Progress Report, the assigned unit reported that it was revising Department General Order B-6 to incorporate the provisions of Special Order 6004 and ensure that all provisions of this task are covered



**Task 22: OPD/DA Liaison Commander**

Settlement Agreement Section IV. E.; page 17, line 20 – page 18, line 1 (lead-in page 15, lines 16-18)

Assigned Unit: BOI

**Compliance Date:** April 15, 2003

**Target Date:** April 15, 2003

**Settlement Agreement Language:**

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

**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 attend meetings, as they deem appropriate.*

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**Status:** Missed Compliance Date

**Deliverables:**

- Revised Departmental General Order A-18, Management-Level Liaison (A draft has been completed)

**Implementation Activities:** The most recent report submitted by the assigned unit indicates that the task is 90% complete.

Initially, Bureau of Investigation (BOI) Policy and Procedure 03-04, Oakland Police Department/District Attorney Liaison was developed (published 01 May 03), outlining the policy and procedures for a management –level liaison between the Department, the courts, the District Attorney’s Office, and the Public Defenders Office. OIG evaluated this Directive against the Agreement language for Task 22.

It was noted in the implementation review that Agreement Task 22 is vague, leaving room for significant policy discretion and lacks a clear objective as to what the Task is designed to accomplish. The Task indicates that certain cases must be tracked; however there is no direction for that tracking process other than a mandatory meeting with the Monitor. As written, the Task appears to indicate that it is the Independent Monitoring Team’s responsibility to do something, although not specified, with the information provided to them by OPD/DA Liaison Commander.

BOI Policy and Procedure 03-04 attempted to address this “clear objective” issue by requiring that monthly reports be prepared and submitted based on the information received from the District Attorney’s Office, the Public Defender’s Office, and/or the courts. The monthly reports would be forwarded to Office of Inspector General, Internal Affairs Division, and the Deputy

Chief Bureau of Investigation. A portion of the monthly report would indicate, "The act(s) taken on the matter or what referral was made by the MLL." However, should a performance problem or misconduct case exist, there was nothing in the Directive indicating what course of action might be taken, nor when that action is to take place during the tracking process.

Although Agreement Task 22 is vague, BOI Policy and Procedure 03-04 did address the points listed in Agreement Task 22, with the exception of the portion of Task 22, which reads:

*"The OPD MLL shall be required to meet and cooperate with the Monitor"*

Although it can be assumed that cooperation is mandatory, per *Manual of Rules* Section 314.12, (**COOPERATION**), BOI Policy and Procedure 03-04 provided no guideline regarding mandatory meetings with the Monitor. For instance, the MLL could meet with the Monitor once within the 5-year duration of the SA, and technically, the MLL would be in compliance.

BOI Policy and Procedure 03-04 expanded on the provisions listed in Task 22 to the point where the Directive had a bearing on potential discipline of personnel outside of Criminal Investigation Division and BOI. Because the policy crossed bureau lines, the OIG recommend that consideration should be given to re-writing this directive as a Departmental General Order (DGO).

The implementation review by OIG recommended that the directive indicate what method (i.e.; Report Review Notice, Memorandum, etc.), should be used to inform the subject's supervisor of performance deficiencies, what corrective measures were taken by the supervisor, and who will be responsible for maintaining the files for tracking and auditing purposes.

The draft of Departmental General Order A-18, Management-Level Liaison, was reviewed by the OIG and is in general staffing. It is due back July 14, 2003, and should be completed and in place within a very short period of time.

Departmental General Order A-18, Management-Level Liaison indicates that the MLL shall be the CID Commander. The CID Commander is also the author of the Departmental General Order revision, and as such, no training is required.

Implementation of this task has begun with the issuance of the monthly reports.

The Disaggregated Settlement Agreement Publication Reference form has not been completed by the Task Manager. OIG's implementation review advised that the Task Manager should complete and forward the reference form to Lt. D. Anderson in the Settlement Agreement Compliance Unit.

OIG's implementation review of this task also yielded the recommendation that the issue be brought to the Independent Monitoring Team regarding whether the task should be amended to clarify the task's purpose.

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The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning draft Bureau Policy and Procedure 03-04, Police Department/District Attorney Liaison. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.

**Task 23: Command Staff Rotation**

Settlement Agreement Section IV. F.; page 18, lines 2-8 (lead-in page 15, lines 16-18)

Assigned Unit: OCOP

**Compliance Date:** January 20, 2004

**Target Date:** March 4, 2003

**Settlement Agreement Language:**

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

**F. Command Staff Rotation**

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

- 1. Special skills needed for an assignment;*
  - 2. Career development; and*
  - 3. Increasing Departmental efficiency and effectiveness.”*
- 

**Status:** Completed

**Deliverables:**

- Chief of Police Memorandum, Command Officer Assignment and Rotation Policy (13 Apr 03)

**Implementation Activities:** Chief of Police Memorandum, Command Officer Assignment and Rotation Policy, was published April 13, 2003 and distributed to all personnel. The Memorandum was evaluated against the Agreement language for Task 23.

The Memorandum reads as follows:

*The purpose of this memorandum is to codify existing policy and practice regarding the assignment and rotation of Department command officers.*

*I shall continue to be committed to the regular rotation of Department command staff as consistent with best practices in law enforcement agency management, based upon the Department’s immediate needs and best interests. When assigning and/or rotating Department command officers I will consider, among other factors, the following:*

- Special skills needed for an assignment;*
- Career development; and*
- Increasing Department efficiency and effectiveness.*

OIG implementation review concluded that all of the provisions required in the Agreement are listed in the Memorandum. The Memorandum was distributed to all staff and full implementation of this task is now in effect. Although the Department did not meet its Target Date, the Memorandum's publication date was well ahead of the Agreement Compliance Date.

The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning Chief of Police Memorandum, Command Officer Assignment and Rotation Policy. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.

**Task 24: Use of Force Reporting Policy**

Settlement Agreement Section V. A.; page 18, line 13 – page 19, line 12 (lead-in page 18, lines 11-12)

Assigned Unit: BFO

**Compliance Date:** July 20, 2004

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

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

**A. Use of Force Reporting Policy**

*The policy shall require that:*

- 1. Members/employees notify their supervisor as soon as practicable following any investigated use of force or allegation of excessive use of force.*
- 2. In every investigated use of force incident, every member/employee using force, and every member/employee on the scene of the incident at the time the force was used, shall report all uses of force on the appropriate form, unless otherwise directed by the investigating supervisor.*
- 3. OPD personnel document, on the appropriate form, any use of force and/or the drawing and intentional pointing of a firearm at another person.*
- 4. A supervisor respond to the scene upon notification of an investigated use of force or an allegation of excessive use of force, unless community unrest or other conditions makes this impracticable.*
- 5. OPD notify:*
  - a. The Alameda County District Attorney’s Office immediately or as soon as circumstances permit, following a use of lethal force resulting in death or injury likely to result in death.*
  - b. The City Attorney’s Office as soon as circumstances permit following the use of lethal force resulting in death or serious injury. At the discretion of the City Attorney’s Office, a Deputy City Attorney shall respond to the scene. The Deputy City Attorney shall serve only in an advisory capacity and shall communicate only with the incident commander or his/her designee.*
  - c. Departmental investigators regarding officer-involved shootings, in accordance with the provisions of Section V, paragraph H, of this Agreement.*
- 6. OPD enter data regarding use of force into OPD’s Personnel Information Management System (PIMS).”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order K-3, The Use of Force Revised Departmental General Order K-4, Reporting and Investigating the Use of Force Training Bulleting III-H, Use of Non-lethal Force
- New or revised Report Writing Manual insert

**Implementation Activities:** The provisions of this task, Task 25, Use of Force Investigation and Report Responsibilities, Task 26, Use of Force Review Board, Task 30, Firearms-Discharge Board of Review, and Task 35, Use of Force Reports – Witness Identification are being

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combined and reflected in the policies and procedures into one or more of the above deliverables/publications.

The first draft of revised Departmental General Order K-3, The Use of Force, was drafted and reviewed by the OIG. It not only incorporates the provisions of the Agreement but also related Department Special Orders. The draft of revised Departmental General Order K-4, Reporting and Investigating the Use of Force, was written and reviewed by the OIG. Both Departmental General Orders were returned to the subject-matter expert for further revision.

**Task 25: Use of Force Investigation and Report Responsibilities**

Settlement Agreement Section V. B.; page 19, line 13 – page 21, line 16 (lead-in page 18, lines 11-12)

Assigned Unit: BFO

**Compliance Date:** July 20, 2004

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

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

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

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

- a. *OPD shall develop and implement a policy for conducting K-4 investigations that includes, at a minimum:*
  - a. *A statement taken from the member(s)/employee(s) using force;*
  - b. *Separating and separately interviewing all officers at the scene;*
  - c. *A Supplemental Report from other members/employees on the scene or a statement taken, if deemed necessary by the investigating supervisor;*
  - d. *Identification and interviews of witnesses;*
  - e. *Consideration of discrepancies in information obtained from members, employees and witnesses, and statements in the reports filed;*
  - f. *Whether the force used was pursuant to a legitimate law-enforcement objective;*
  - g. *Whether the type and amount of force used was proportional to the resistance encountered and reasonably related to the objective the members/employees were attempting to achieve;*
  - h. *Whether the member/employee used reasonable verbal means to attempt to resolve the situation without force, if time and circumstances permitted such attempts;*
  - i. *Whether the force used was de-escalated or stopped reasonably when resistance decreased or stopped;*
  - j. *Whether arrest reports or use of force reports contain “boilerplate” or “pat language” (e.g., “fighting stance”, “minimal force necessary to control the situation”);*
  - k. *Whether, in these and other regards, the use of force was in compliance with OPD use of force policy;*
  - l. *Supervisor’s justification as to why any element of the policy was not documented; and*
  - m. *Documentation of physical evidence and/or photographs.*
- b. *All supervisors shall be trained in conducting K-4 investigations and such training shall be part of a supervisory training course.*
- c. *Investigated Use of Force Reports by on-scene supervisors shall include:*
  - a. *A description of the use of force incident;*
  - b. *A summary and analysis of all relevant evidence gathered during the investigation;*
  - c. *An analysis and a proposed recommendation. The analysis supporting the recommendation shall include:*
    - 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.*
- d. *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.*



- e. *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.*
  - f. *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."*
- 

**Status:** This task is in the policy development stage.

**Deliverables:**

- Revised Departmental General Order K-3, The Use of Force
- Revised Departmental General Order K-4, Reporting and Investigating the Use of Force
- Training Bulleting III-H, Use of Non-lethal Force
- New or revised Report Writing Manual insert

**Implementation Activities:**

The provisions of this task,

- Task 24, Use of Force Reporting Policy,
- Task 26, Use of Force Review Board,
- Task 30, Firearms-Discharge Board of Review, and
- Task 35, Use of Force Reports – Witness Identification

are being combined and reflected in the policies and procedures of one or more of the above deliverables/publications.

The first draft of revised Departmental General Order K-3, The Use of Force, was drafted and reviewed by the OIG. It not only incorporates the provisions of the Agreement but also related Department Special Orders. The draft of revised Departmental General Order K-4, Reporting and Investigating the Use of Force, was written and reviewed by the OIG. Both Departmental General Orders were returned to the subject-matter expert for further revision.

**Task 26: Use of Force Review Board (UFRB)**

Settlement Agreement Section V. C.; page 21, line 17 – page 22, line 11 (lead-in page 18, lines 11-12)

Assigned Unit: BFO

**Compliance Date:** July 20, 2004

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

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

**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 all internal investigations;*
- 6. Authorize the UFRB to recommend to the Chief of Police additional use of force training or changes in policies or tactics, or additional standards, investigatory policies, or training for use of force investigations;*
- 7. Require the UFRB to conduct an annual review of use of force cases examined, so as to identify any patterns of use of force practices (including K-3) that may have policy or training implications, and thereafter, issue a report to the Chief of Police;*
- 8. Require that the UFRB membership include, at a minimum, one member from the Training Division, one member from the Field Training Officer program, and either the Bureau of Field Operations Deputy Chief or his/her designee;*
- 9. Minimally, that one member of the UFRB shall be replaced at least annually.*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order K-3, The Use of Force
- Revised Departmental General Order K-4, Reporting and Investigating the Use of Force
- Training Bulleting III-H, Use of Non-lethal Force
- New or revised Report Writing Manual insert

**Implementation Activities:**

The provisions of this task and

- Task 24, Use of Force Reporting Policy;
- Task 25, Use of Force Investigation and Report Responsibilities;
- Task 30, Firearms-Discharge Board of Review; and
- Task 35, Use of Force Reports – Witness Identification,

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are being combined and reflected in the policies and procedures of one or more of the above deliverables/publications.

The first draft of revised Departmental General Order K-3, The Use of Force, was drafted and reviewed by the OIG. It not only incorporates the provisions of the Agreement but also related Department Special Orders. The draft of revised Departmental General Order K-4, Reporting and Investigating the Use of Force, was written and reviewed by the OIG. Both Departmental General Orders were returned to the subject-matter expert for further revision.

**Task 27: Oleoresin Capsicum Log and Checkout Procedures**

Assigned Unit: BOI

Settlement Agreement Section V. D.; page 22, lines 12-16 (lead-in page 18, lines 11-12)

**Compliance Date:** July 20, 2004

**Target Date:** May 14, 2003

**Settlement Agreement Language:**

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

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

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

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**Status:** Beyond Target Date

**Deliverables:**

- Oleoresin Capsicum log
- Oleoresin Capsicum checkout electronic tracking and database
- Property & Evidence Unit Policy and Procedure

Comment: This task is linked to Task 40, Personnel Information Management System. The information from the OC database is a requirement per Settlement Agreement Section VII. A. 2., “OC spray canister check-out log.”

**Implementation Activities:** The most recent report submitted by the assigned unit indicates that the task is 75% complete. The current log and checkout procedures implemented July 25, 2001 are being revised. A computer program replacing the current paper log is being prepared. This program will provide electronic data tracking and feed the PIMS system. The written policy for this task still needs to be developed.

**Task 28: Use of Force — Investigation of Criminal Misconduct**

Settlement Agreement Section V. E.; page 22, lines 17-21 (lead-in page 18, lines 11-12)

Assigned Unit: BOI

**Compliance Date:** July 20, 2004

**Target Date:** September 22, 2003

**Settlement Agreement Language:**

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

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

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Departmental General Order M-3, Complaints Against Department Personnel
- Revised Departmental General Order M-4, Coordination of Criminal Investigations

**Implementation Activities:** The third Settlement Agreement Six-Week Report submitted by the assigned unit indicates that the task is 65% complete. This task is being combined with Task 29, IAD Investigation Priority.

The CID and IAD subject matter experts are discussing the key issues and what portions of the task will appear in which Department publication(s). As of this writing, the publications that will incorporate the provision of Tasks 28 and 29 are:

- Departmental General Order M-4, Coordination of Criminal Investigations
- Departmental General Order M-3, Complaints Against Department Personnel

The need to combine Task 29 with Task 28 and reassignment of the task has caused a delay in completion.

Procedural decisions by the Chief of Police are pending. These decisions include:

- Which investigators will be assigned to the investigation of personnel involved in criminal cases;
- The criteria for deciding whether to continue with both a criminal and administrative investigations or to proceed only with an administrative investigation; and
- Whether IAD or the BOI Deputy Chief will be responsible for making the primary recommendation to the COP.

**Task 29: IAD Investigation Priority**

Settlement Agreement Section V. F.; page 22, line 22 – page 23, line 2 (lead-in page 18, lines 11-12)

Assigned Unit: BOI

**Compliance Date:** July 20, 2004

**Target Date:** April 9, 2003

**Settlement Agreement Language:**

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

**F. IAD Investigation Priority**

*OPD shall coordinate its administrative investigation of a member/employee with the Alameda County District Attorney’s Office if a criminal proceeding is potentially viable. When OPD initiates an interview or interrogation of OPD personnel and it appears that the subject may be charged with a crime, or the subject asserts his or her Fifth Amendment rights on grounds that the answers to questions posed may be incriminating, such interrogation must be preceded by a Lybarger warning.”*

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**Status:** Beyond Target Date

**Deliverables:**

- Departmental General Order M-4, Coordination of Criminal Investigations
- Departmental General Order M-3, Complaints Against Department Personnel

**Implementation Activities**

The third Settlement Agreement Six-Week Report submitted by the assigned unit indicates that the task is 65% complete. This task is being combined with Task 29, IAD Investigation Priority.

The CID and IAD subject matter experts are discussing the key issues and what portions of the task will appear in which Department publication(s). As of this writing, the publications that will incorporate the provision of Tasks 28 and 29 are:

- Departmental General Order M-4, Coordination of Criminal Investigations
- Departmental General Order M-3, Complaints Against Department Personnel

The need to combine Task 29 with Task 28 and reassignment of the task has caused a delay in completion.

Procedural decisions by the Chief of Police are pending. These decisions include:

- Which investigators will be assigned to the investigation of personnel involved in criminal cases;
- The criteria for deciding whether to continue with both a criminal and administrative investigations or to proceed only with an administrative investigation; and

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- Whether IAD or the BOI Deputy Chief will be responsible for making the primary recommendation to the COP.

**Task 30: Firearms-Discharge Board of Review**

Settlement Agreement Section V. G.; page 23, lines 3-9 (lead-in page 18, lines 11-12)

Assigned Unit: BFO

**Compliance Date:** July 20, 2004

**Target Date:** July 20, 2004

**Settlement Agreement Language:**

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

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

1. *A Firearms-Discharge Board of Review shall be convened for every officer-involved firearms discharge, as defined in Departmental General Order K-3. The Board shall have access to tapes and/or transcripts of interviews of all personnel on the scene, including citizen witnesses, and shall be empowered to call in any OPD personnel it believes should testify.*
  2. *OPD shall continue the policies and practices for the conduct of Firearms Discharge Boards of Review, as contained in Special Order 5095 (July 13, 2001).”*
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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order K-3, The Use of Force
- Revised Departmental General Order K-4, Reporting and Investigating the Use of Force
- Training Bulletin III-H, Use of Non-lethal Force
- New or revised Report Writing Manual insert

**Implementation Activities:**

The provisions of this task and

- Task 24, Use of Force Reporting Policy;
- Task 25, Use of Force Investigation and Report Responsibilities; and
- Task 26, Use of Force Review Board,

are being combined and reflected in the policies and procedures in Departmental General Orders K-3, K-4, and Training Bulletin III-H.

The first draft of revised Departmental General Order K-3, The Use of Force, was drafted and reviewed by the OIG. It not only incorporates the provisions of the Agreement but also related Department Special Orders. The draft of revised Departmental General Order K-4, Reporting and Investigating the Use of Force, was written and reviewed by the OIG. Both Departmental General Orders were returned to the subject-matter expert for further revision.



**Task 31: Officer-Involved Shooting Investigation**

Settlement Agreement Section V. H.; page 23, lines 10-19 (lead-in page 18, lines 11-12)

Assigned Unit: BOI

**Compliance Date:** July 20, 2004

**Target Date:** September 22, 2003

**Settlement Agreement Language:**

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

**H. Officer-Involved Shooting Investigation**

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Training Bulletin V-O, Officer Involved Shooting
- Training Bulletin III-X, Deadly Force and Vehicles

**Implementation Activities:** The most recent report submitted by the assigned unit indicates that the task is 75% complete. Training Bulletin V-O, Officer Involved Shooting and Training Bulletin III-X, Deadly Force and Vehicles have both been revised. Both are in the staffing process.

Portions of this task also will be reflected in the following Department publications:

- Revised Departmental General Order K-3, The Use of Force
- Revised Departmental General Order K-4, Reporting and Investigating the Use of Force

**Task 32: Use of Camcorders**

Settlement Agreement Section V. I.; page 23, lines 20-21 (lead-in page 18, lines 11-12)

Assigned Unit: BFO

**Compliance Date:** July 20, 2004

**Target Date:** January 20, 2004

**Settlement Agreement Language:**

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

**I. Use of Camcorders**

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

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**Status:** Progressing Without Concern

**Deliverables:**

- White paper research report

**Implementation Activities:** The first Settlement Agreement Six-Week Report indicated that the Research and Planning Division had completed their analysis for this task. Their research and recommendations were presented to the Chief of Police in a report dated May 28, 2003

On June 6, 2003, the Chief of Police requested that a report of a funding source study be completed. This request was assigned to the Bureau of Field Operations with a due date of July 7, 2003. Based on the funding report, the COP will determine the feasibility and cost-effectiveness installing camcorders in Patrol vehicles.

**Task 33: Misconduct**

Settlement Agreement Section VI. A.; page 23, line 25 – page 24, line 16 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** April 9, 2003

**Settlement Agreement Language:**

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

***a. Misconduct***

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

- 1. Any member/employee of OPD may report a suspected case of police misconduct confidentially to the commander of IAD.*
- 2. The member/employee reporting this conduct shall indicate clearly to the commander of IAD that the report is being made under these confidential provisions.*
- 3. The report may be made in person, by telephone, or in writing. The IAD Commander shall document the report in a confidential file that shall remain accessible only to the IAD Commander.*
- 4. The case shall be investigated without disclosure of the complainant’s name, unless and until such disclosure is required by law.*
- 5. This confidential reporting procedure shall be made known to every member/ employee of OPD and to all new members/employees of OPD within two (2) weeks of hiring.”*

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**Status:** Beyond Target Date

**Deliverables:**

September 1, 2002 *Manual of Rules* revisions:

- *Manual of Rules* Section 314.48, Reporting Violations of Laws, Ordinances, Rules or Orders
- *Manual of Rules* Section 314.49, Confidential Reporting of Police Misconduct
- *Manual of Rules* Section 370.18, Arrests
- *Manual of Rules* Section 370.27, Use of Physical Force

**Implementation Activities:** The following two sections were either added or modified in the *Manual of Rules*), and published on September 1, 2002. These *Manual of Rules* sections were evaluated against the Agreement language for Task 33.

*Manual of Rules* Section 314.48 was modified to read as the follows:

*REPORTING VIOLATIONS OF LAWS, ORDINANCES, RULES OR ORDERS* Members and employees knowing of other members or employees violating laws, ordinances, rules of the Department, or disobeying orders shall as soon as practical, but in no cases more than 24 hours, report the same, orally or in writing, to the Chief of Police through the chain of command. If the member or employee believes the information is of such gravity that it must be brought to the immediate personal attention of the Chief of Police, the chain of command may be bypassed. Discipline up to and including termination will be assessed for failure to comply with the provisions of this section.

*Manual of Rules* Section 314.49 was added to read as the follows:

*CONFIDENTIAL REPORTING OF POLICE MISCONDUCT* Any member of the Department may confidentially report a suspected case of police misconduct directly to the commander of the Internal Affairs Division (IAD). The member reporting the alleged misconduct shall clearly indicate to the IAD commander that the report is being made under these confidential provisions. Confidential reports may be made in person, by telephone or in writing. Confidential reports will be documented by the IAD commander and kept in a secure repository, accessible only to the IAD commander. The case shall be investigated without disclosure of the complainant's name unless and until such disclosure is required by law.

An implementation review by OIG concluded that *Manual of Rules* Section 314.48 and *Manual of Rules* Section 314.49 adequately address provisions listed in Task 33. One point, however, must be addressed, most likely in both the Personnel and Training Sections. That section reads as follows:

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

OIG's implementation review recommended that the Task Manager contact the Lieutenant in charge of Personnel and ensure that the Personnel Section is aware of the above noted provision in Task 33 and that proper procedures are setup to ensure that the specific Task requirement is fulfilled.

The revised *Manual of Rules*, including the section mentioned in this report was published on September 1, 2002; however, in-service training was not provided, nor has any training been scheduled. Full implementation of this task will not be complete until adequate training has been provided to all members and employees. OIG's implementation review recommended that a training plan be established for this task, as well as others within the Agreement. It was advised

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that the Training Section formulate a plan, which will address in-service training for each of these tasks. It was recommended that the Task Manager contact the Training Section Commander, to ensure this task is added to a list of tasks requiring training. It was also noted that the retention of all training records pertaining to the Agreement is necessary to demonstrate compliance.

The Disaggregated Settlement Agreement Publication Reference form has not been completed by the Task Manager. OIG's implementation review advised that the Task Manager should complete and forward the reference form to Lt. D. Anderson in the Settlement Agreement Compliance Unit.

**Task 34: Vehicle Stops, Field Investigation and Detentions**

Settlement Agreement Section VI. B.; page 24, line 17 – page 25, line 6 (lead-in page 23, lines 23-24)

Assigned Unit: BFO

**Compliance Date:** August 25, 2003

**Target Date:** April 14, 2003

**Settlement Agreement Language:**

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

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

1. *OPD shall require members to complete a basic report on every vehicle stop, field investigation and every detention. This report shall include, at a minimum:*
  - a. *Time, date and location;*
  - b. *Identification of the initiating member or employee commencing after the first year of data collection;*
  - c. *Reason for stop;*
  - d. *Apparent race or ethnicity, and gender of individual(s) stopped;*
  - e. *Outcome of stop (arrest, no arrest);*
  - f. *Whether a search was conducted, and outcome of search;*
  - g. *Offense categories (felony, misdemeanor or infraction).*
2. *This data shall be entered into a database that can be summarized, searched, queried and reported by personnel authorized by OPD.*
3. *The development of this policy shall not pre-empt any other pending or future policies and or policy development, including but not limited to ‘Promoting Cooperative Strategies to Prevent Racial Profiling.’”*

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**Status:** Completed

**Deliverables:**

- Special Order 8012, Racial Profiling Stop-Data Collection Form

**Implementation Activities:** Special Order 8012, Racial Profiling Stop-Data Collection Form, was published April 1, 2003 (Revised 11 Apr 03). Special Order 8012 outlines the procedure for completing and processing the “Stop-Data Collection Form.” This Special Order was evaluated against the SA, and determined to adequately address all the points listed in Agreement Task 34.

A Captain of Police began “Stop-Data Collection Form” training throughout the Department during the first two weeks in April, attending Patrol line-ups, Traffic line-ups, and sessions with non-field units. In addition, twelve selected personnel have received a two-day training course designed to teach these personnel the procedures for data entry, form error recognition and correction, and the management of the computer data.

Full implementation of this task has begun with scheduled preliminary audits by the Task Manager.

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The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning Special Order 8012, Racial Profiling Stop-Data Collection Form. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.

**Task 35: Use of Force Reports – Witness Identification**

Settlement Agreement Section VI. C.; page 25, lines 7-16 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** August 25, 2003

**Settlement Agreement Language:**

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

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

1. *OPD shall require, by policy, that every Use of Force Report, whether felonies were involved or not, include the names, telephone numbers, and addresses of witnesses to the incident, when such information is reasonably available to the members/employees on the scene.*
2. *In situations in which there are no known witnesses, the report shall specifically state this fact. Policy shall further require that in situations in which witnesses were present but circumstances prevented the author of the report from determining the identification or phone number or address of those witnesses, the report shall state the reasons why the member/employee was unable to obtain that information. Reports shall also include the names of all other members/employees of OPD witnessing the incident.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order K-4, Reporting and Investigating the Use of Force
- Training Bulletin III-H, Use of Non-lethal Force
- New or revised Report Writing Manual insert

**Implementation Activities:**

The provisions of this task and

- Task 24, Use of Force Reporting Policy;
- Task 25, Use of Force Investigation and Report Responsibilities;
- Task 26, Use of Force Review Board; and
- Task 30, Firearms-Discharge Board of Review,

are being combined and reflected in the policies and procedures into one or more of the above deliverables/publications.

The first draft of revised Departmental General Order K-3, The Use of Force, was drafted and reviewed by the OIG. It not only incorporates the provisions of the Agreement but also related Department Special Orders. The draft of revised Departmental General Order K-4, Reporting and Investigating the Use of Force, was written and reviewed by the OIG. Both Departmental General Orders were returned to the subject-matter expert for further revision.



**Task 36: Procedures for Transporting Detainees and Citizens**

Settlement Agreement Section VI. D.; page 25, lines 17-24 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** January 22, 2003

**Settlement Agreement Language:**

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

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

- 1. OPD shall continue to require every member and employee to log in and log out on the radio when transporting a detainee or any other civilian. The radio report shall include time, mileage, location, purpose of transport, gender of individual being transported, and identification of the member or employee involved in the transport.*
- 2. This requirement does not apply to ‘wagons’ engaged exclusively in the transport of prisoners. These ‘wagons’ shall continue to comply with the provisions of Departmental General Order (DGO) O-2, ‘Transportation of Prisoners and Persons in Custody.’”*

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**Status:** Beyond Target Date

**Deliverables:**

- Special Order 6071, Transportation of Persons in Police Vehicles (2 Jan 02)

**Implementation Activities:** The task is partially implemented with Special Order 6071, Transportation of Persons in Police Vehicles. Special Order 6071, amending Part I.G. of Departmental General Order O-2 Transportation of Prisoners and Persons in Custody, published on January 2, 2002, was written to address Task 36. Departmental General Order O-2 (I., G.) and Special Order 6071 were evaluated against the Agreement language for Task 36.

Departmental General Order O-2 Part I.G. reads as follows:

*Whenever a female is transported in a standard police car, male transporting officers shall inform the Communications Division by radio at the beginning and at the end of the trip of both their location and their vehicle's odometer reading.*

Special Order 6071 reads as follows:

- 1. Whenever any person other than a Departmental member or employee is transported in a Police Department vehicle, members and employees shall inform the Communications Division by radio at the beginning of the trip of their starting location, destination, and their vehicle's odometer reading. On arrival at the destination, members and employees shall advise of their location and vehicle's odometer reading.*

2. *Communications Dispatchers shall acknowledge receipt of such transmissions and state the time of the transmission on the radio*

The final version of Task 36 has not changed since Special Order 6071 was published, 2 Jan 02. This review concludes, for the most part, Special Order 6071 adequately addresses the provisions listed in Task 36; however, the following two points have been omitted from the Special Order:

1. Paragraph #1 does not list the requirement for members or employees to inform Communications Division the “purpose of transport” and,
2. Paragraph #1 does not list the requirement for members or employees to inform Communications Division of the “gender of individual being transported.”

OIG’s implementation review recommended that a new Special Order be created which would amend Special Order 6071. The new Special Order would include all the provisions listed in Special Order 6071, as well as adding the two provisions omitted from the Special Order 6071 (e.g., “purpose of transport” and the “gender of individual being transported”). Although not required by the SA, the implementation review also advised that the new Special Order include the requirement that the member or employee notify radio if the transportee is a juvenile.

The Special Order discussed in this memorandum was published on 02 Jan 02; however, in-service training was not provided, nor has any training been scheduled. Full implementation of this task will not be complete until adequate training has been provided to all members and employees. The implementation review recommended that a training plan be established for this task, as well as others within the Agreement. The Training Section should formulate a plan that will address in-service training for each of these tasks. Many of these tasks, such as Task 36, can be consolidated with other similar tasks into a single training session. Other, more complex tasks may need specific training (i.e. Task 09, (III) Internal Affairs Division). The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 37: Internal Investigations – Retaliation Against Witnesses**

Settlement Agreement Section VI. E.; page 25, line 25 – page 26, line 9 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** April 9, 2003

**Settlement Agreement Language:**

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

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

*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.”*

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**Status:** Beyond Target Date

**Deliverables:**

September 1, 2002 *Manual of Rules* revisions:

- *Manual of Rules* Section 398.73, Retaliation Against Witnesses
- *Manual of Rules* Section 398.74, Retaliation Against Witnesses, Accountability

**Implementation Activities:** This task is partially implemented by September 1, 2002 *Manual of Rules* revision. The two added *Manual of Rules* sections were evaluated against the Agreement language for Task 37.

*Manual of Rules* Section 398.73 reads as follows:

*RETALIATION AGAINST WITNESSES Under no circumstances shall members or employees retaliate against any other member or employee of the department for reporting incidents of misconduct or for serving as a witness in any proceeding against a member or employee. Retaliation shall be defined as any act, be it informal and subtle or overt and blatant, of reprisal, retribution, harassment, or “payback.” Disciplinary penalties up to and including termination will be assessed for violations.*

*Manual of Rules* Section 398.74 reads as follows:

*RETALIATION AGAINST WITNESSES, ACCOUNTABILITY*

*Managers and supervisors shall be held accountable for the conduct of their subordinates in this regard if it is determined that the manager or supervisor knew or should reasonably have known the retaliatory behavior was occurring.*

An OIG Implementation Review concluded that *Manual of Rules* Section 398.73 adequately addresses the points listed in the first section of Task 37. The review also noted that *Manual of Rules* Section 398.74 appears to be deficient on the following points:

- a. The word “commanders” has been omitted from the section,
- b. The sentence containing, “...they shall be subject to the investigative, and if appropriate, the disciplinary process,” has been omitted.

The OIG implementation review recommended that specific areas of *Manual of Rules* Section 398.74 be revised to include “commanders” in the section and also add the wording, “...they shall be subject to the investigative, and if appropriate, the disciplinary process”

Full implementation of this task will not be complete until adequate training has been provided to all members and employees.

Although the *Manual of Rules* sections discussed in this memorandum, along with many other *Manual of Rules* additions and/or revisions, were made in Sep 02, in-service training was not provided, nor has any training been scheduled. OIG Implementation Review recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan that will address in-service training for each of these tasks. Many of these tasks, such as Task 37, can be consolidated with other similar tasks into a single training session. Other, more complex tasks may need specific training (i.e. Task 09, (III) Internal Affairs Division). The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 38: Citizens Signing Police Forms**

Settlement Agreement Section VI. F.; page 26, lines 10-14 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** August 25, 2003

**Settlement Agreement Language:**

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

***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.”*

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**Status:** Completed

**Deliverables:**

- Revised Report Writing Manual Insert S-1, Statement

**Implementation Activities:**

The subject matter expert discovered that some of the provisions of this task have been in effect since June 25, 1993. A revision of the Report Writing Manual insert will be required to fully implement the provisions of this task. Training and/or reminders regarding the provisions of this task will be conducted and noted in the next semi-annual report.

Audits by the Independent Monitoring Team will determine whether statement takers are in compliance with the provisions of this task.

**Task 39: Personnel Arrested, Sued and/or Served with Civil or Administrative Process**

Settlement Agreement Section VI. G.; page 26, line 15 – page 27, line 11 (lead-in page 23, lines 23-24)

Assigned Unit: BOS

**Compliance Date:** August 25, 2003

**Target Date:** April 9, 2003

**Settlement Agreement Language:**

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

**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:*
  - a. *The Gang Unit, Vice/Narcotics Section, Intelligence Division or Internal Affairs Division;*
  - b. *An assignment that may tend to indicate a conflict of interest with respect to the performance of his/her official duties; or*
  - c. *A specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.*
3. *For the purposes of this Agreement, allegations involving “financial claims” mean civil or administrative process claims relating to judgments for collection related to property seizures, taxes, judgments for money owed, debt as a debtor or creditor, filing bankruptcy, garnishments, liens, attachments on bank or savings accounts, spousal support, child support and/or foreclosure.”*

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**Status:** Beyond Target Date

**Deliverables:**

- September 1, 2002 *Manual of Rules* revision; *Manual of Rules* Section 314.28, Notification

**Implementation Activities:** This task is partially implemented by September 1, 2002 *Manual of Rules* revision. The following section was revised in the *Manual of Rules* Section 314.28.

MOR Section 314.28 reads as follows:

*NOTIFICATION Any member or employee who is sued, arrested, cited, served with a civil or administrative process related to their employment or which contains allegations which rise to the level of a Manual Of Rules violation, or comes under investigation for any misdemeanor or felony in this or another jurisdiction shall within 72-hours report this fact and the circumstances of the investigation/arrest to*

*the Internal Affairs Division. The incident shall be appropriately documented and reported to the Chief of Police and the member's or employee's supervisor or manager.*

The above *Manual of Rules* section was evaluated against the Agreement language for Task 39. At the time *Manual of Rules* Section 314.28 was revised in CY-2002, many of the provisions currently listed in Task 39 were not present; however, one provision was, and still is, listed in that task.

The *Manual of Rules* section indicates that OPD personnel must report the incident directly to IAD, but does not make that same requirement for the member/employee to report the incident to his/her chain of command. As the current *Manual of Rules* is written, it appears to indicate that IAD will make that notification, which was not the intent when that task was written. OIG's implementation review recommended that *Manual of Rules* Section 314.28 be revised to include the provision that, in addition to the reporting requirement to IAD, OPD personnel shall report the specified incident through his/her chain of command.

The second portion of Task 39, specifically Section VI. G. 2. a. b. & c., were added subsequent to the drafting of the *Manual of Rules* revision. These sub-sections affect both policies and procedures within Divisions/Sections/Units in two Departmental Bureaus and the Departmental transfer policy. The implementation review recommended that Draft a new Departmental General Order which covers the provisions listed in Section VI. G 2 as they pertain to serving in those assignments listed in Section VI. G. 2. a. b. & c.

Transfer policy discussions are currently underway with the Oakland Police Officers' Association (OPOA). It has been recommended by OIG that any agreement between the City and OPOA should ensure that Section VI. G. 2. a. b. & c., are included in any revision of Departmental General Order B-4, Personnel Transfers and Loans.

The *Manual of Rules* section discussed in this memorandum, along with many other *Manual of Rules* revisions, were made in Sep 02; however, in-service training was not provided for the revisions, nor has any training been scheduled. Full implementation of this task will not be complete until adequate training has been provided to all members and employees. The OIG implementation review recommended that a training plan be established for this task, as well as others within the Agreement. Training Section should formulate a plan that will address in-service training for each of these tasks. Many of these tasks, such as Task 39, referred to in this memorandum, can be consolidated with other similar tasks into a single training session. Other, more complex tasks may need specific training (i.e. Task 09, (III) Internal Affairs Division). The retention of all training records pertaining to the Agreement will be necessary to demonstrate compliance.

**Task 40: Personnel Information Management System (PIMS)**

Settlement Agreement Section VII. A.; page 27, line 13 – page 28, line 22

Assigned Unit: BOS

**Compliance Date:** 28 June, 2005

**Target Date:** 28 June, 2005

**Settlement Agreement Language:**

**“A. Purpose**

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

- 1. All uses of force required to be reported by OPD;*
- 2. OC spray canister check-out log (see Section V, paragraph D)*
- 3. All police-canine deployments;*
- 4. All officer-involved shootings and firearms discharges, both on duty and off duty;*
- 5. All on-duty vehicle pursuits, traffic accidents and traffic violations;*
- 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.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Subcommittee on the Personnel Information Management System



- New Departmental General Order
- Relational database and associated computer hardware and software

**Implementation Activities:** The first Settlement Agreement Six-Week Report indicated that a subcommittee was formed to conduct research on the Personnel Information Management System to determine a “best practices” model for this Department. This would also include an examination of hardware/software issues as they relate to the City’s new Records Management System and Laptop Reporting. Current report indicates no progress has been made since late April 2003.

**Task 41: Use of Personnel Information Management System (PIMS)**

Settlement Agreement Section VII. B.; page 28, line 23 – page 33, line 24

Assigned Unit: BOS

**Compliance Date:** 28 June, 2005

**Target Date:** 29 June, 2004

**Settlement Agreement Language:**

**“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 include the following elements:*

- 1. Within 90 days from the effective date of this Agreement, the Chief of Police shall designate a PIMS Administration Unit. The PIMS Administration Unit shall be responsible for administering PIMS and, no less frequently than quarterly, shall notify, in writing, the appropriate Deputy Chief and the responsible commander/manager of an identified member/employee who meets the PIMS criteria.*
- 2. The Department shall maintain all the PIMS data for at least five (5) years.*
- 3. The Monitor, Inspector General and Compliance Coordinator shall have full access to PIMS to the extent necessary for the performance of their duties under this Agreement and consistent with Section XIII, paragraph K, and Section XIV of this Agreement.*
- 4. PIMS, and the PIMS data and reports are confidential and not public information.*
- 5. On a quarterly basis, commanders/managers shall review and analyze all relevant system information concerning personnel under their command, to detect any pattern or series of incidents which may indicate that a member/employee, supervisor, or group of members/employees under his/her supervision may be engaging in at-risk behavior. The policy shall define specific criteria for determining when a member/employee or group of members/employees may be engaging in at-risk behavior.*
- 6. Notwithstanding any other provisions of the PIMS policy to be developed, the policy shall include, at a minimum, a requirement that any member/employee who receives three (3) or more citizen complaints during an 30-month period, or any member/employee who has any combination of five (5) or more citizen complaints, Penal Code §§69, 148 and 243(b)(c) arrests within a 30-month period, shall be identified as a subject for PIMS intervention. For the purposes of these two criteria, a single incident shall be counted as “one” even if there are multiple citizen complaints arising from the incident or combined with an arrest for Penal Code §§69, 148 or 243(b)(c).*
- 7. When review and analysis of data indicate that a member/employee may be engaging in at-risk behavior, commanders/managers shall undertake a more intensive review of the member/employee’s performance and personnel history. Members/employees shall be required to attend a documented, non-disciplinary PIMS review meeting with their designated commander/manager and supervisor. The purpose of this meeting shall be to review the member/employee’s performance and recommend appropriate remedial action, if necessary. After discussing the issues, the member/employee shall be dismissed from the meeting, and the designated commander/manager and the member/employee’s immediate supervisor shall remain and discuss the situation and the member/employee’s response. The primary responsibility for any corrective action required should be placed upon the supervisor. Remedial action may include additional training, reassignment, additional supervision, coaching or personal counseling. The performance of members/ employees subject to PIMS review shall be monitored by their designated commander/manager for the specified period of time following the initial meeting, unless released early or extended (as outlined in Section VII, paragraph B (8)).*
- 8. Members/employees who meet the PIMS criteria specified in Section VII, paragraph B (6), shall be monitored for a minimum of 12 months. There shall be two (2) documented, mandatory follow-up meetings with the member/ employee’s immediate supervisor and designated commander/manager: The first at three (3) months and the second at one (1) year.*

*Member/employees subject to PIMS review for minor, easily correctable performance deficiencies may be dismissed from the jurisdiction of PIMS upon the written approval of the member/employee's responsible Deputy Chief, following a recommendation in writing from the member/employee's immediate supervisor. This may occur at the three-month follow-up meeting or at any time thereafter, as justified by reviews of the member/employee's performance. When a member/employee is not discharged from PIMS jurisdiction at the one-year follow-up meeting, PIMS jurisdiction shall be extended, in writing, for some discrete period in three-month increments at the discretion of the member/employee's responsible Deputy Chief. When PIMS jurisdiction is extended beyond the minimum one-year review period, additional review meetings involving the member/employee, the member/employee's designated commander/manager and immediate supervisor, shall take place no less frequently than every three (3) months.*

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

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**Status:** Progressing Without Concern

**Deliverables:**

- Subcommittee on the Personnel Information Management System
- Chief of Police Memorandum, Personnel Information Management System (May 15, 2003)
- Revised Departmental General Order M-5, Case Evaluation and Report Review Notice
- Report Writing Manual Insert E-3
- Case Evaluation and Report Review Notice form

**Implementation Activities:** The first Settlement Agreement Six-Week Report indicated that a subcommittee was formed to conduct research on the Personnel Information Management System to determine a "best practices" model for this department. This would also include an examination of hardware/software issues as they relate to the City's new Records Management System and Laptop Reporting. Departmental General Order M-5, Case Evaluation and Report Review Notice, is undergoing revisions. Report Writing Manual Insert E-3 is being drafted.

A PIMS Administration Unit was designated by Chief of Police Memorandum, Personnel Information Management System (May 15, 2003).

**Task 42: Field Training Program**

Settlement Agreement Section VIII.; page 33, line 25 – page 37, line 4

Assigned Unit: BOS

**Compliance Date:** April 16, 2004**Target Date:** April 16, 2004**Settlement Agreement Language:****“VIII. FIELD TRAINING PROGRAM**

*Within 323 days of the effective date of this Agreement, OPD shall develop and implement a plan to enhance its Field Training Program. This plan shall address the criteria and method for selecting FTOs, the training provided to FTOs to perform their duty, supervision and evaluation of FTOs, the length of time that trainee officers spend in the program, and the methods by which FTOs assess and evaluate trainee officers in field training. The plan must ensure proper reporting, review and approval of probationary officers' reports.*

**A. Field Training Program Coordinator**

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

**B. Trainee Rotation**

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

**C. FTO Participation Incentives**

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

**D. FTO Candidate Nomination and Requirements**

*FTO candidates shall be nominated by field supervisors and commanders, but shall be approved for assignments to this duty, and for retention in it, by the Chief of Police. All FTO candidates must have completed three (3) years of Departmental service before selection, unless specifically authorized by the Chief of Police. FTO candidates shall be required to demonstrate their commitment to community policing, and their problem-solving and leadership abilities. Ethics, professionalism, relationships with the community, quality of citizen contacts and commitment to OPD philosophy shall be primary criteria in the selection of FTOs. Excessive numbers of citizen complaints, sustained investigations or excessive numbers of use of force incidents shall bar a candidate from selection as an FTO for no less than two (2) years.*

**E. Decertification**

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

**F. FTO Assignment**

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

**G. FTO Evaluation**

*At the end of a complete FTO cycle, trainee officers leaving the FTO program shall anonymously evaluate each of their FTOs. OPD shall develop a form for such evaluations which emphasize effectiveness at training and effectiveness at supervision. The evaluation form shall also assess the*

*degree to which the FTO program reflected policies, procedures, values and other information taught in the recruit academy. The FTO evaluation forms shall be reviewed by the Field Training Program Coordinator and the individual FTO's commander and supervisor. The Field Training Program Coordinator shall provide evaluation information to the FTOs as a group, concerning program effectiveness. Each FTO shall also be provided with evaluation information regarding their individual performance. The individual evaluation forms shall not be made available to individual FTOs in the interest of maintaining anonymity of trainee officers who have completed the forms.*

**H. Daily Evaluation Audit**

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

**I. Trainee Officer Assignment**

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

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

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

**K. Focus Groups**

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

**L. Consistency of Training**

*The results of these focus group sessions shall be reviewed at a meeting to include the Training Division Commander, the FTO Program Coordinator, the BFO Deputy Chief, and the BOS Deputy Chief. If it is determined that there is a substantial discrepancy between what is taught in the Academy and what is taught in the FTO program, there shall be a determination as to which is correct, and either the training Academy or the FTO program shall make the necessary changes so that the desired training information is consistent. In the event that the discrepancies appear to be the result of one or more individual FTOs, rather than the FTO program as a whole, the review group shall determine whether the discrepancies are serious enough to warrant removal of that officer or officers from the FTO program. The results of the meeting of this review group shall be documented and this information shall be provided to the Monitor."*

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**Status:** Progressing Without Concern

**Deliverables:**

- Revised Departmental General Order B-8, Field Training Program
- Evaluation forms

**Implementation Activities:** Departmental General Order B-8, Field Training Program, was published and distributed. Protocols are in place.

**Comment:** There is currently a grievance filed regarding the FTO de-certification process.

Because of fiscal constraints, no police academies are scheduled at this time. A performance/compliance audit of this task will need to be postponed until the Department again begins its hiring and training new officers

**Task 43: Academy Training Plan**

Settlement Agreement Section IX.; page 37, line 5 – page 38, line 19

Assigned Unit: BOS

**Compliance Date:** February 15, 2005**Target Date:** February 15, 2005**Settlement Agreement Language:****“IX. ACADEMY AND IN-SERVICE TRAINING****A. Academy Training Plan**

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

**B. Professionalism and Ethics**

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

**C. Supervisory and Command Training**

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

**D. In-Service Training**

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

- 1. Sergeants shall receive at least 20 hours of training designed for supervisors every 18 months.*
- 2. Staff at the rank of lieutenant and above shall receive at least 20 hours of training designed for commanders/managers and administrators every 18 months.*

**E. Training Staff Record Review**

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

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**Status:** Progressing Without Concern**Deliverables:**

- Revised Departmental General Order B-20, Departmental Training Procedures

**Implementation Activities:** None.



**Task 44: Performance Appraisal Policy**

Settlement Agreement Section X. A.; page 38, line 23 – page 40, line 7 (lead-in page 38, lines 21-22)

Assigned Unit: BOS

**Compliance Date:** July 8, 2003

**Target Date:** July 8, 2003

**Settlement Agreement Language:**

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

**A. Performance Appraisal Policy**

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

- 1. Supervisors and commanders shall document, in performance appraisals, that they are aware of the nature and progress of complaints and investigations against members/employees, and shall consider such complaints and investigations in their performance appraisal of subordinates.*
- 2. Supervisors and commanders shall document, in performance appraisals, that they have carefully monitored members’: uses of force; “sick” and “injured” leaves; arrests for narcotics-related possessory offenses not made as a result of searches conducted pursuant to arrests for other offenses; arrests involving charges of Penal Code §§69, 148 and/or 243(b)(c); and vehicle accidents. When appropriate, supervisors and commanders shall be held accountable for having identified and acted upon patterns, among personnel in the unit, involving use of force, sick leave, line-of-duty injuries, narcotics-related possessory offenses, and on-duty vehicle accidents.*
- 3. OPD shall use the performance appraisal system to hold PSA lieutenants accountable for whether their subordinate supervisors are working to enhance the quality of community contacts by their beat officers.*
- 4. OPD shall conduct regular audits of the performance appraisal system to ensure compliance with the above requirements.*
- 5. The immediate supervisor of every member/employee of the Department shall have primary responsibility for conducting and writing the performance appraisal for that member/employee. For example, the patrol sergeant shall be responsible for conducting and writing the performance appraisal for each member/employee he or she supervises. However, every supervisor/manager in that member/employee’s direct chain of command, up to and including the Deputy Chief of that Bureau, shall review, sign and date every performance appraisal of every member/employee within his or her command. If the reviewer disagrees, he/she shall write an addendum to the evaluation expressing his/her concerns.*
- 6. When a member/employee, during the course of the period being appraised, had substantial collateral duties supervised by someone other than his or her regular and direct supervisor, the other supervisor or manager shall contribute to the performance appraisal by consulting with the direct immediate supervisor and by, at a minimum, writing a separate narrative evaluation that shall be signed, dated and included as a regular part of the performance appraisal. Similarly, when a member/employee has been supervised by two (2) or more individuals during the course of the appraisal period, because of transfer of the member/employee or the supervisor, primary responsibility for the performance appraisal shall be in accordance with the provisions of Departmental General Order B-6, ‘Performance Appraisal.’ In the case of a promotion, the promotee’s new supervisor shall be responsible for the evaluation.”*

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**Status:** Slipping

**Deliverables:**

- Revised Departmental General Order B-6, Performance Appraisal

**Implementation Activities:** This task was reported as slipping in the OIG's second Settlement Agreement Six-Week Progress Report (mid-April through end of May) to the Chief of Police. The assigned unit reports that it is on track to producing a new Departmental General Order by the Compliance Date. The OIG has not seen or staffed any related draft publications.

**Task 45: Consistency-of-Discipline Policy**

Settlement Agreement Section X. B.; page 40, line 8 – page 41, line 3 (lead-in page 38, lines 21-22)

Assigned Unit: IAD

**Compliance Date:** July 8, 2003

**Target Date:** July 1, 2004

**Revised Target Date:** March 2, 2004

**Settlement Agreement Language:**

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

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

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

- 1. The policy shall describe the circumstances in which disciplinary action is appropriate and those in which Division-level corrective action is appropriate.*
- 2. The policy shall establish a centralized system for documenting and tracking all forms of discipline and corrective action, whether imposed centrally or at the Division level.*
- 3. Class I investigations which result in a sustained finding shall be submitted to the subject’s accountable commander/manager for a disciplinary recommendation. The Chief of Police may convene a meeting of commanders/managers in the affected chain-of-command for a confidential discussion of the misconduct taking into consideration the member/employee’s overall performance.*
- 4. Class II offenses investigated at the Division level which result in a sustained finding shall be corrected through progressive discipline so as to address overall performance deficiencies. Before recommending corrective actions, the designated commander/manager shall review the sustained person’s prior history of disciplinary and corrective actions to determine if there is an indication of a pattern of unacceptable behavior. If the review does not indicate a pattern of unacceptable behavior, the designated commander/ manager may choose to counsel the member or employee, send the member or employee for retraining, or issue a “Performance Deficiency Notice.” If the review indicates a pattern of unacceptable behavior, then the designated commander/manager shall notify his/her immediate superior that a higher level of discipline is recommended and shall discuss the appropriate level of that discipline to correct the pattern.”*

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**Status:** Beyond Compliance Date

**Deliverables:**

- New Departmental General Order and/or
- New Departmental Training Bulletin.

**Implementation Activities:** The Chief of Police and the IAD subject-matter expert have a two-part plan for completing this task.

- Part 1: In the first phase, the subject matter expert will modify the Department’s current disciplinary policy and codify the policy and procedures into a Department Training Bulletin.

- Part 2: The Chief of Police established a committee to research different disciplinary systems (i.e., disciplinary matrix, review panel, review board, board of appeals, etc.) based on the finding of that study, and the ability to achieve consistent discipline under the codified system in part 1 of his plan, the Chief will direct the development and implementation of a new system.

On June 19, 2003, at a monthly meeting, the IAD subject-matter expert explained the two-part plan to the plaintiffs' counsel and asked them for an extension of the Compliance Date to March 2, 2004. The plaintiffs' counsel is concerned that while some portions of this section of the Agreement may take more time (e.g., Section X. B. 2., "The policy shall establish a centralized system for documenting and tracking all forms of discipline and corrective action, whether imposed centrally or at the Division level," which may be linked to the PIMS), others appear to be achievable in a much shorter timeframe.

Discussions revealed that, in fact, portions of this task have already been completed.

The concern of plaintiffs' counsel's is that should the extension be granted, no elements of this task would be accomplished until the extension date. It has been agreed that the Department will bring the IAD subject-matter expert to the next Monthly Meeting on June 19, 2003. At that time, the IAD subject-matter expert is scheduled to present the plaintiffs' counsel with a disaggregated version of this task, with proposed timelines associated with the individual disaggregated portions of the task.

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**Task 46: Promotional Consideration**

Settlement Agreement Section X. C.; page 41, lines 4-16 (lead-in page 38, lines 21-22)

Assigned Unit: BOS

**Compliance Date:** July 8, 2003

**Target Date:** February 11, 2003

**Settlement Agreement Language:**

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

**C. Promotional Consideration**

1. *Sustained misconduct cases against a member/employee shall be an important factor in determining promotability. There shall be a presumptive ineligibility for promotion for 12 months following the sustained finding of a Class I offense as defined in Section III, paragraph H(1). Such cases shall be considered important in evaluating promotability for three (3) years following the completion of the investigation.*
2. *In addition to other factors, the Chief of Police shall consider the following criteria in making promotional determinations:*
  - a. *Commitment to community policing;*
  - b. *Quality of citizen contacts;*
  - c. *Number of citizen complaints;*
  - d. *Instances of unnecessary use of force;*
  - e. *Support for Departmental integrity measures.”*

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**Status:** Beyond Target Date

**Deliverables:**

- Memorandum from the Office of Chief of Police

**Implementation Activities:** BOS reported “working on Department policy” in the initial reporting period.

**Task 47: Community Policing Plan**

Settlement Agreement Section XI.; page 41, line 17 – page 42, line 9

Assigned Unit: BFO

**Compliance Date:** August 1, 2003

**Target Date:** August 1, 2003

**Settlement Agreement Language:**

***“XI COMMUNITY POLICING PLAN***

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

- 1. OPD shall host at least one (1) community meeting per quarter in each Patrol Service Area.*
- 2. Each patrol supervisor, and officer assigned to a regular beat or geographic area of the City, shall attend a minimum of one (1) community meeting per quarter in the Area he/she is regularly assigned.*
- 3. OPD shall develop mechanisms to measure its community policing and problem solving activities.*
- 4. OPD shall incorporate positive statistics on community policing and problem solving activities in “Crime-Stop” meetings, along with information on citizen complaints and use of force incidents.*
- 5. The appropriate Departmental personnel shall arrange a meeting within 60 days unless not feasible with representatives of an established organization active within Oakland (PUEBLO, ACLU, NAACP, etc.), community groups or church groups, if an organization communicates a concern regarding specific police personnel or practices.”*

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**Status:** Slipping

**Deliverables:**

- Council Resolution 72727
- Training Bulletin III-A.5, Reorganization of the Patrol Division and the Further Implementation of Community-Oriented Policing

**Implementation Activities:** The first Settlement Agreement Six-Week Report indicated that this task was implemented through Council Resolution 72727 and a Training Bulletin. In the second Settlement Agreement Status Report to the Chief of Police, the Office of Inspector General identified this task as slipping; potentially falling far enough behind to endanger meeting the Compliance Date.

The Oakland Police Officers Association (OPOA) filed a grievance regarding this policy; there is no known activity by OPOA or the Office of the City Attorney since October 21, 2002.

A change in personnel assigned to the unit responsible for the task delayed policy writing and formal resolution of the grievance. To resolve this and other grievance/labor issues, the OIG will try to coordinate a meeting among the OPOA, Office of the City Attorney and the Chief of Police, or his designee, to expeditiously resolve these issues.

July 8, 2003

Negotiated Settlement Agreement  
First Semi-Annual Report

**Task 48: Departmental Management and Annual Management Report**

Settlement Agreement Section XII.; page 42, lines 10-17

Assigned Unit: BOS

**Compliance Date:** July 2, 2003

**Target Date:** July 2, 2003

**Settlement Agreement Language:**

***"XII. DEPARTMENTAL MANAGEMENT AND ANNUAL MANAGEMENT REPORT***

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

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**Status:** Slipping

**Deliverables:**

- New Departmental General Order or Special Order
- Annual Management Reports

**Implementation Activities:** None.

**Task 49: Monitor Selection and Compensation**

Settlement Agreement Section XIII. A.; page 42, line 18 – page 53, line 19

Assigned Unit: OCOP

**Compliance Date:** April 15, 2003

**Target Date:** April 15, 2003

**Settlement Agreement Language:**

**“XIII. INDEPENDENT MONITORING**

**A. Monitor Selection and Compensation**

1. *Within 60 days after entry of this Agreement, the City and plaintiffs’ counsel shall mutually select a Monitor, subject to the approval of the Court, who shall review and report on OPD’s implementation of, and assist with OPD’s compliance with this Agreement. The selection of the Monitor shall be pursuant to a method jointly established by the plaintiffs’ counsel and the City. In selecting the Monitor, plaintiffs’ counsel and the City recognize the importance of ensuring that the fees and costs borne by the City are reasonable, and, accordingly, fees and costs shall be one factor considered in selecting the Monitor.*
2. *The maximum sum to be paid the Monitor, including any additional persons he or she may associate pursuant to Section XIII, paragraph C (1)(2) (excluding reasonable costs or fees associated with non-compliance or breach of the Agreement by the City or the Department), shall be set forth in a contract between the City and the Monitor and approved by the City Council. The contract amount shall be calculated to fairly and reasonably compensate the Monitor for accomplishing the tasks and responsibilities set forth in this Agreement. The maximum amount specified in the contract will not exceed four million dollars (\$4,000,000.00) for the entire five years of the implementation of the Settlement Agreement. Should the monitoring be extended for an additional period of time, the compensation will be renegotiated subject to the approval of the City Council.*
3. *If the plaintiffs’ counsel and City are unable to agree on a Monitor, or on an alternative method of selection, the plaintiffs’ counsel and the City each shall submit to the Court no more than two (2) names of persons who shall have the following attributes:*
  - a. *A reputation for integrity, even-handedness and independence;*
  - b. *Experience as a law enforcement officer, expertise in law enforcement practices, or experience as a law enforcement practices monitor;*
  - c. *An absence of bias, including any appearance of bias, for or against the plaintiffs, the City, the Department, or their officers or employees; and*
  - d. *No personal involvement, in the last five (5) years, whether paid or unpaid, with a claim or lawsuit against the City or the Department, or any of their officers, agents or employees, unless waived by the parties, which waiver shall not be unreasonably withheld.*

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

**B. Period and Appointment**

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

**C. Staffing**

1. *The Monitor may associate such additional persons or entities as are reasonably necessary to perform the monitoring tasks specified in this Agreement. Any additional persons or entities associated by the Monitor shall possess the following attributes: a reputation for integrity, even-handedness and independence; an absence of bias, including any appearance of bias, for or against the plaintiffs, the City, the Department, or their members or employees; and no personal*



*involvement in the last five (5) years, whether paid or unpaid, with a claim or lawsuit against the City or the Department or any of their officers, agents or employees unless waived by the parties, which waiver shall not be unreasonably withheld.*

2. *The Monitor shall notify the City and the Court if and when such additional persons or entities are selected for association by the Monitor. The notice shall identify the person or entity to be associated and the monitoring task to be performed, and, if a waiver is being requested, the notice shall indicate if the person had any such involvement in the last five (5) years, whether paid or unpaid, with a claim or lawsuit against the City or the Department, or any of their members, agents, or employees. Either the plaintiffs' counsel or the City may notify the Monitor, in writing, within 10 days (excluding weekends, and federal or state holidays) of any objection either may have to the selection. If the parties and the Monitor are unable to resolve any such objection, and the Monitor believes that the specific person or entity in question is needed to assist the Monitor, and such person or entity satisfies the qualifications and requirements in this paragraph, the Monitor may seek Court authorization to hire such person. For purposes of all paragraphs of this Agreement, other than the preceding paragraph, the term Monitor shall include any and all persons or entities that the Monitor associates to perform monitoring tasks, and such persons shall be subject to the same provisions applicable to the Monitor under this Agreement.*

**D. Replacement of Monitor**

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

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

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

**F. Resolving Monitor Fee Disputes**

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

**G. Responsibilities and Authority**

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

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

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

1. *OPD policies and procedures established to implement the Agreement, to ensure that these policies and procedures are consistent with both the purposes of this Agreement and, as reasonably practicable, the best practices in law enforcement.*
2. *All completed and pending internal affairs proceedings and files except investigator[s] notes while the investigation is open.*
3. *Policy and procedures used by OPD for Internal Affairs misconduct investigations, including a review of an appropriate sample of closed IA cases; assess and evaluate the quality and timeliness of the investigations; recommend reopening of investigations that the Monitor determines to be incomplete; recommend additional measures that should be taken with respect to future investigations in order to satisfy this Agreement; and review and evaluate disciplinary actions or*

- other interventions taken as a result of misconduct investigations.*
4. *Quality and timeliness, from appropriate samples, of OPD use of force incident reports and use of force (K-4) investigations; review and evaluation of actions of OPD's Use of Force (K-4) Board and Firearms-Discharge Board of Review (K-3); and review and evaluation of disciplinary actions or other interventions taken as a result of use of force investigations or K-3 and K-4 Board reviews.*
  5. *If the Monitor determines that any use of force investigation or internal (IAD or Division-level) investigation/report which has been adjudicated or otherwise disposed or completed, is inadequate under this Agreement, the Monitor shall confer with the Chief of Police, IAD Commander and the Inspector General, and provide a confidential written evaluation to the Department and the Court. Such evaluation shall be for the purpose of assisting the Chief of Police in conducting future investigations, and shall not obligate the Department to reopen or re-adjudicate any investigation.*
  6. *Implementation of provisions of this Agreement related to OPD training, including changes to the FTO program.*
  7. *OPD's development and implementation of PIMS as required by this Agreement, including any supervisory action taken in response to analyses from such a system.*
  8. *City/OPD's Performance Appraisal System.*
  9. *Compliance with provisions in this Agreement relating to command, management and supervisory duties.*
  10. *The Monitor may request information about "court related" problem officers from OPD's MLL, the Office of the District Attorney (DA), or the Office of the Public Defender (PD). All information provided to the Monitor by the DA and/or PD shall be confidential and serve as a "check and balance" of the PIMS.*
  11. *Other reviews as deemed relevant, such as sampling cases developed from the directives targeting specific geographic areas, to ensure that OPD enforcement activities fully comply with all applicable Department procedures and federal and state law.*

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

**I. Reports**

*During the first two (2) years of this Agreement, the Monitor shall issue quarterly reports to the parties and to the Court. Thereafter, the Monitor shall issue semi-annual reports to the parties and the Court. At any time during the pendency of this Agreement, however, the Monitor may issue reports more frequently if the Monitor determines it appropriate to do so. These reports shall not include information specifically identifying any individual member/employee. Before issuing a report, the Monitor shall provide to the parties a draft for review to determine if any factual errors have been made, and shall consider the parties' responses; the Monitor shall then promptly issue the report. All efforts to make these reports available to the general public shall be made, including posting on the Department's web site, unless the Court orders that the reports or any portions of the reports should remain confidential. In addition, public disclosure of the reports and any information contained therein shall comply with the Public Safety Officers' Procedural Bill of Rights.*

**J. Meetings**

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

*Department by the specified deadline, or verbal comments may be given at the monthly meetings.*

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

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

1. *By policy, OPD personnel shall be required to cooperate fully with the Monitor and to provide access to information and personnel in a timely fashion. The Monitor shall have the right to interview any member/employee of OPD pursuant to the provisions of this Agreement.*
2. *Except as restricted below, the City and OPD shall provide the Monitor with full and unrestricted access to all OPD staff, facilities and non-privileged documents (including databases) necessary to carry out the duties assigned to the Monitor in a timely fashion. The Monitor shall have the right to interview any member/employee of OPD pursuant to the provisions of this Agreement. The Monitor shall cooperate with the City and the Department to access personnel and facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes interference with daily operations. This right of access shall include all documents regarding use of force data, policies and analyses. The Monitor shall provide the City or Department with reasonable notice of a request for copies of documents. Upon such request, the City and the Department shall provide the Monitor with copies (electronic, where readily available, or hardcopy) of any documents to which the Monitor is entitled access under this Agreement. The Monitor shall maintain all documents obtained from the City, OPD or the plaintiffs' counsel in a confidential manner and shall not disclose non-public information to any person or entity other than the Court or the parties, absent written notice to the City and either consent by the City or a Court order authorizing disclosure.*
3. *The Monitor shall have access to OPD personnel medical records, generally, if permission for such access is granted by the applicable member/employee, or the information from such records is otherwise contained in investigative files.*
4. *For any other OPD personnel medical records reasonably necessary to carry out the duties assigned to the Monitor by this Agreement, the Monitor shall notify the Court and the City in writing of the need for such documents, and the City shall so notify the affected member/employee. The Court, the City, or the affected member/employee may, and the City if requested by the affected member/employee shall, notify the Monitor in writing within 10 days (excluding weekends, and federal or state holidays) of any objection they may have to such access. If the parties, the Monitor and, where applicable, the affected member/employee are unable to resolve any such objection, and the Monitor continues to believe that the documents in question are reasonably necessary to assist the Monitor, the Monitor may seek Court authorization for access to such documents, subject to any appropriate protective orders. The City shall assert applicable defenses and privileges from disclosure and protections of such records for the City and the affected member/employee. Any documents obtained by this procedure shall be treated as confidential.*

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

*Nothing in this Agreement shall be construed to require disclosure of strictly personal information not material to implementation of this Agreement. Personal information includes, but is not limited to, background investigations, personal financial information other than compensation paid by the City, personal medical (including psychological) information, and residential or marital information. The Monitor shall not access attorney-client privileged information or work-product information. If the City or OPD objects to the access to any material, the City shall state why the material is not relevant, or that the information is privileged or otherwise confidential, and shall provide a privilege log. The City and OPD acknowledge that in order to evaluate the*

*performance appraisal system, the disciplinary system for staff, the PIMS system, IAD investigations and other aspects of OPD, the Monitor will need substantial access to information about individual members, information about situations which may be currently in litigation or which may be the subject of future litigation, and information related to ongoing criminal investigations and prosecutions to the extent that disclosures of such information to the Monitor may not compromise or may not reasonably tend to compromise the integrity of the pending criminal investigation. If, after efforts among the parties to resolve the disagreement, the objection remains, the Court shall make the final determination.*

**M. Access to Criminal Investigation Files**

1. *The Monitor shall have direct access to all documents in criminal investigation files that have been closed by OPD. The Monitor shall also have direct access to all arrest reports, warrants and warrant applications, whether or not contained in open criminal investigation files; where practicable, arrest reports, warrants and warrant applications shall be obtained from sources other than open criminal investigation files.*
2. *The Monitor shall have access to documents containing confidential information prepared for and contained solely in open criminal investigations of OPD personnel reasonably necessary to monitor compliance with this Agreement (other than arrest reports, warrants and warrant applications which shall be subject to the general access provisions).*
3. *If the Monitor reasonably deems that access to documents contained solely in either:*
  - a. *Open criminal investigation files, which investigations have been open for more than ten months; or*
  - b. *Open criminal investigation files of OPD personnel, which investigations have been open for less than ten months, is necessary to carry out the duties assigned to the Monitor by this Agreement, the Monitor shall notify the Court and the City, in writing, of the need for such documents. After notification by the Monitor, either the Court or the City may respond in writing to the Monitor within ten days (excluding weekends, and federal or state holidays), should either have any objection to such access. If the parties and the Monitor are unable to resolve any such objection, and the Monitor continues to believe that the documents in question are reasonably necessary to assist the Monitor, the Monitor may seek Court authorization for access to such documents, subject to any appropriate protective orders. Any documents obtained by this procedure shall be treated as confidential.*

**N. Access to Intelligence Files**

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

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

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

**P. Testimony**

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

**Q. Confidential Records Maintenance**

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

**R. Court Resolution of Disputes**

*In the event the Monitor reports that the duties and the responsibilities of the Monitor, as specified*

*in this Agreement, cannot be carried out because of lack of cooperation, failure to provide appropriate data and documents otherwise called for in this Agreement, lack of timely response or other forms of unwarranted delays from OPD or the City, the Court may impose such remedies as it deems just and necessary. Plaintiffs' counsel may bring motions based on their belief that the City or OPD is failing to comply with the provisions of this Agreement. The City may also bring motions to amend the Agreement, should it determine such changes are necessary to achieve the overall purposes of the Agreement. Before any such motions are brought, the parties shall meet and confer following the exchange of a letter brief. Should it be necessary to continue the meet and confer process, the parties may request mediation before Magistrate Judge Larson, another Magistrate Judge mutually requested, or another Magistrate Judge as designated by the Court. The Court shall hold hearings on such matters and, if plaintiffs prevail, plaintiffs' counsel shall be entitled to their costs and legal fees. Should the plaintiffs not prevail, the standards set forth in FRCP Rule 11 and 42 USC Section 1988 shall apply so as to determine if the City shall be entitled to an award of fees and costs. Additionally, in the event of substantial and/or chronic non-compliance with provisions of this Agreement, the Court may impose such sanctions and/or remedies as it deems just and necessary, including, but not limited to, attorneys' fees.*

**S. Petitions for Relief**

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

**Status:** Slipping

**Deliverables:**

- Professional Services Agreement and Scope of Services for the Independent Monitor
- Departmental General Order N-13, Exchange of Document Protocols

**Implementation Activities:** Completed work with City Attorney's Office on provisions of the Professional Services Agreement and Scope of Services for the Independent Monitor. Negotiations with Relman & Associates have reached a conclusion on a Professional Services Agreement and Scope of Work for Independent Monitor services. The Monitor contract is scheduled before City Council on July 15, 2003. The Independent Monitoring Team (IMT) is expected to have an initial visit on July 14, 2003 – July 17, 2003, with meetings scheduled for July 16, 2003 and July 17, 2003, after Council has met. The IMT is then expected to be on-site by August 15, 2003. An initial draft of Departmental General Order N-13, Exchange of Document Protocols was drafted and is pending review and comments by the IMT upon arrival.

**Task 50: Compliance Unit Liaison Policy**

Settlement Agreement Section XIV. A.; page 53, line 21 – page 54, line 5

Assigned Unit: OIG

**Compliance Date:** March 4, 2003

**Target Date:** March 4, 2003

**Settlement Agreement Language:**

**“A. Compliance Unit Liaison Policy**

*Within 30 days from the effective date of this Agreement, OPD shall hire and retain, or reassign current OPD members/employees, to serve as an OPD Compliance Unit for the duration of this Agreement. The Compliance Unit shall serve as the liaison between OPD, the Monitor and the plaintiffs’ counsel, and shall assist with OPD’s compliance with the Agreement. Among other 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.”*

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**Status:** Completed

**Deliverables:**

- Training Bulletin V-S, Publication Development (30 Apr 03)

Comment: The purpose of this Training Bulletin is to establish uniform Departmental publication standards, styles and formats. It also provides instruction on how to develop a Departmental publication. Page 2 outlines the procedures that are to be taken to ensure that Departmental directives are developed or revised in accordance with the provisions of the Agreement.

- Special Order 8009, Settlement Agreement 6-Week Progress Reports (7 May 03)

Comment: The purpose of this order is to set forth Departmental policy and procedures regarding the 6-week progress reporting of Agreement related tasks. A report is required for each functional task. Based on these reports, the OIG is required to prepare a summary report to the COP. To the extent possible, the COP ensures that the Task Managers complete the task within the required time period.

- Special Order 8010, Comments and/or Recommendation by OPD Personnel Regarding Departmental Publications (8 May 03)

Comment: The purpose of this order is to set forth Departmental policy and procedures to establish a formal process for OPD personnel to express his/her concerns or make recommendations regarding the development of Departmental publications or the evaluation of policy and procedure after publication.

- Special Order 8011, Compliance Unit Liaison Policy, (9 May 03)

Comment: The purpose of this order is codify existing practices by designating the Office of Inspector General (OIG) as the Compliance Unit for the duration of the Agreement and, as such, shall serve as the liaison between OPD, the Independent Monitoring Team and the plaintiffs' counsel and shall assist with OPD's compliance with the Agreement.

**Implementation Activities:** Functionally, the provisions of the task are assigned to, and performed by, the Office of Inspector General. This task was initiated prior to the filing of the Agreement, and key coordination and implementation responsibilities are now codified by the following: Training Bulletin V-S, Publication Development; Special Order 8009, Settlement Agreement 6-Week Progress Reports; Special Order 8010, Comments and/or Recommendation by OPD Personnel Regarding Departmental Publications; Special Order 8011, Compliance Unit Liaison Policy.

Special Order 8011, published 09 May 03, modifies Departmental General Order N-12, Audits and Inspections. This Special Order, specifically Parts I and II, was evaluated against the Settlement Agreement language for Task 50.

Special Order 8011, Parts I. and II, reads as follows:

**I. PURPOSE**

*The purpose of this order is to codify existing practice by designating the Office of Inspector General (OIG) as the Compliance Unit for the duration of the Settlement Agreement (hereafter, referred to as Agreement) and, as such, shall serve as the liaison between OPD, the Monitor and the plaintiffs' counsel, and shall assist with OPD's compliance with the Agreement.*

**II. COMPLIANCE UNIT RESPONSIBILITIES**

*The Compliance Unit Liaison shall have the responsibility of coordinating and reporting progress on Department implementation of the Agreement. The Compliance Unit shall:*

- A. *Serve as a single-point-of-contact for the Independent Monitor;*
- B. *Coordinate Department implementation and compliance efforts;*
- C. *Report to the Chief of Police concerning Department progress toward implementation of, and compliance with, the provisions of the Agreement;*
- D. *Facilitate the provisions of data and documents;*
- E. *Provide to the Monitor access to OPD personnel, as needed;*
- F. *Ensure that documents and records are maintained as required by the Agreement; and*

- G. *Prepare a semi-annual report describing the steps taken during the reporting period to comply with the provisions of the Agreement.*

OIG implementation review concluded that all of the provisions listed in the Agreement have been addressed in Special Order 8011.

The Office of Inspector General has conducted training within the Unit to address the provisions set forth in Section II. A-G. Training outside the Unit is not required in order to comply with Task 50.

The Department was late in publishing Special Order 8011 in regards to the Agreement timelines and thus the Department was out of compliance with the provisions of the Agreement for a brief period of time. To the extent possible, without the Independent Monitoring Team being hired and on-site, full implementation of this task is now in effect.

OIG Implementation Review yielded recommendation that the task be reviewed again once the Independent Monitoring Team is retained and on-site to ensure continuing implementation of the Agreement.

The Oakland Police Officers' Association, in a May 28, 2003 letter requested that the City meet with them concerning Special Order 8010, Comments and/or Recommendation by OPD Personnel Regarding Departmental Publications and Special Order 8011, Compliance Unit Liaison Policy. The City's response to that request is still pending and the impact of that request on the implementation of this task is as yet undetermined.



**Task 51: Compliance Audits and Integrity Tests**

Settlement Agreement Section XIV. B.; page 54, lines 6-22

Assigned Unit: OIG

**Compliance Date:** September 1, 2005

**Target Date:** September 1, 2005

**Settlement Agreement Language:**

**“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.”*

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**Status:** Progressing Without Concern

**Deliverables:**

- Special Order 8011, Compliance Unit Liaison Policy, (9 May 03)
- Training Bulletin V-P, Guidelines for Audits and Inspections

**Implementation Activities:** None.

**Task 52: Housekeeping Provisions**

Settlement Agreement Section XV.; page 54, line 23 – page 60, line 3

**Assigned Unit:** N/A

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**Status:** Progressing Without Concern

**Deliverables:** None

**Implementation Activities:**

**APPENDIX A: TASK REFERENCE CHART**

TASK NO.	PARAGRAPH	PAGE-LINE <sup>7</sup>	UNIT	TARGET DATE	COMPLIANCE DATE	TASK NAME
01	III A	7:3	IAD	20 Jul 04	1 Jun 05	Staffing of and Resources for IAD
02	III B 1	7:9	IAD	15 Apr 03	1 Dec 03*	Timeliness Standards and Compliance with IAD Investigations
03	III C	7:18	IAD	20 Jul 04	1 Jun 05	IAD Integrity Tests
04	III D	7:23	IAD	27 May 03	1 Dec 03*	Complaint Control System for IAD
05	III E 2 a	8:18	IAD	19 Aug 03	1 Dec 03*	Complaint Procedures for IAD
06	III F	11:8	IAD	20 Jul 04	1 Jun 05	Refusal to Accept or Refer Citizen Complaint
07	III G	11:13	IAD	30 Sep 03	1 Dec 03*	Methods for Receiving Citizen Complaints
08	III H	12:8	IAD	20 Jul 04	1 Dec 03*	Classifications of Citizen Complaints
09	III I	13:13	IAD	20 Jul 04	1 Dec 03*	Contact of Citizen Complainant
10	III	6:23	IAD	1 Jun 05	1 Jun 05	Procedure Manual for Investigations of Citizen Complaints
11	III J	13:17	IAD	20 Jul 04	1 Dec 03*	Summary of Citizen Complaints Provided to OPD Personnel
12	III K	14:1	IAD	20 Jul 04	1 Dec 03*	Disclosure of Possible Investigator Bias
13	III L	14:12	IAD	30 Sep 03	1 Jun 05	Documentation of Pitchess Responses
14	III M	14:15	IAD	20 Jul 04	1 Dec 03*	Investigation of Allegations of MOR Violations Resulting from Lawsuits and Legal Claims
15	III N	15:1	IAD	20 Jul 04	1 Dec 03*	Reviewing Findings and Disciplinary Recommendations
16	III O	15:5	IAD	20 Jul 04	1 Dec 03*	Supporting IAD Process – Supervisor/Managerial Accountability
17.0	IV	15:15	N/A	20 Jan 04	20 Jan 04	Supervisory Span of Control and Unity of Command (Overall timeline for Tasks 18, 19, 21, & 23)
18	IV A	15:19	BFO	31 Mar 03	20 Jan 04	Approval of Field-Arrest by Supervisor
19	IV B	16:6	BFO	20 Jan 04	20 Jan 04	Unity of Command
20	IV C	16:11	BFO	27 May 03	27 May 03	Span of Control for Supervisors
21	IV D	17:2	BOS	9 Apr 03	20 Jan 04	Members, Employee, and Supervisors Performance Review
22	IV E	17:20	BOI	15 Apr 03	15 Apr 03	OPD/DA Liaison Commander
23	IV F	18:2	OCOP	4 Mar 03	20 Jan 04	Command Staff Rotation
24	V A	18:13	BFO	20 Jul 04	20 Jul 04	Use of Force Reporting Policy
25	V B	19:13	BFO	20 Jul 04	20 Jul 04	Use of Force Investigation and Report Responsibility
26	V C	21:17	BFO	20 Jul 04	20 Jul 04	Use of Force Review Board (UFRB)
27	V D	22:12	BOI	14 May 03	20 Jul 04	Oleoresin Capsicum Log & Checkout Procedures
28	V E	22:17	BOI	22 Sep 03	20 Jul 04	Use of Force - Investigation of Criminal Misconduct
29	V F	22:22	BOI	9 Apr 03	20 Jul 04	IAD Investigation Priority
30	V G	23:3	BFO	20 Jul 04	20 Jul 04	Firearms Discharge Board of Review

<sup>7</sup> The page and line numbers indicate the starting point of the reference paragraph in the printed version of the Settlement Agreement.

TASK NO.	PARAGRAPH	PAGE-LINE <sup>8</sup>	UNIT	TARGET DATE	COMPLIANCE DATE	TASK NAME
31	V H	23:10	BOI	22 Sep 03	20 Jul 04	Officer Involved Shooting Investigation
32	V I	23:20	BFO	20 Jan 04	20 Jul 04	Use of Camcorders
33	VI A	23:25	BOS	9 Apr 03	25 Aug 03	Misconduct
34	VI B	24:17	BFO	14 Apr 03	25 Aug 03	Vehicle Stops, Field Investigation, and Detentions
35	VI C	25:7	BOS	25 Aug 03	25 Aug 03	Use of Force Reports- Witness Identification
36	VI D	25:17	BOS	22 Jan 03	25 Aug 03	Procedures for Transporting Detainees and Citizens
37	VI E	25:25	BOS	9 Apr 03	25 Aug 03	Internal Investigations- Retaliation Against Witnesses
38	VI F	26:10	BOS	25 Aug 03	25 Aug 03	Citizens Signing Police Forms
39	VI G	26:15	BOS	9 Apr 03	25 Aug 03	Personnel, Arrested, Sued and/or Served with Civil or Administrative Process
40	VII A	27:13	BOS	28 Jun 05	28 Jun 05	Personnel Information Management System (PIMS)
41	VII B	28:23	BOS	29 Jun 04	28 Jun 05	Use of PIMS
42	VIII A	33:25	BOS	16 Apr 04	16 Apr 04	Field Training Program
43	IX A	37:5	BOS	15 Feb 05	15 Feb 05	Academy Training Plan
44	X A	38:23	BOS	8 Jul 03	8 Jul 03	Performance Appraisal Policy
45	X B	40:8	IAD	8 Jul 03	8 Jul 03	Consistency of Discipline Policy
46	X C 1	41:4	BOS	11 Feb 03	8 Jul 03	Promotional Consideration
47	XI	41:17	BFO	1 Aug 03	1 Aug 03	Community Policing Plan
48	XII	42:10	BOS	2 Jul 03	2 Jul 03	Department Management and Annual Management Report
49	XIII A	42:19	OCOP	15 Apr 03	15 Apr 03	Monitor Selection and Compensation
50	XIV A	53:21	OIG	4 Mar 03	4 Mar 03	Compliance Unit Liaison Policy
51	XIV B	54:6	OIG	1 Sep 05	1 Sep 05	Compliance Audits and Integrity Tests

<sup>8</sup> The page and line numbers indicate the starting point of the reference paragraph in the printed version of the Settlement Agreement.

## APPENDIX B: GLOSSARY OF TERMS AND ACRONYMS

The following list of terms and acronyms found in this report is not comprehensive. Additional terms are defined in the Settlement Agreement, Section II, and the Police Department *Manual of Rules*, Chapter I.

### Terms

**Area:** A geographical area of the City composed of two or more districts under the command of a Captain of Police.

**Best Practices:** The knowledge and experiences of other Police Departments resulting in policies, procedures, and practices to successfully address law enforcement challenges or objectives.

**Bureau:** The first subordinate organizational unit within the Department, under the command of a Deputy Chief of Police. There are three (3) bureaus in the Department, Filed Operations, Investigations, and Services.

**Citizen:** Any individual person, regardless of citizenship status.

**Command officer/Commander:** Members of the Department holding the rank of Lieutenant or higher.

**Compliance Date:** The due date for completing a provision of the Agreement. The Compliance Date is typically expressed in number of days, which refers to number of working business days, excluding court holidays. Compliance Dates are inflexible due dates based on the specific language in the body of the Agreement. Compliance Dates may NOT be changed without the approval of the plaintiffs' counsel and the Court.

**Court:** The United States District Judge presiding over the Negotiated Settlement Agreement, Delphine Allen, et al., Plaintiffs, v. City of Oakland, et al., Defendants.

**Department:** The Oakland Police Department.

**Disaggregated Task:** To ensure complete compliance on each area of the Agreement, tasks with multiple components were further broken out for the assigned bureaus and units into simpler components.

**Division:** The second subordinate organizational unit within the Department. All units directly supervised by or reporting to a Deputy Chief of Police or the Chief of Police.

**Effective Date:** The date the Agreement was entered by the Court (January 22, 2002).

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

**Departmental General Order:** Establishes policies and procedures about matters which affect multiple units within the Department. The most authoritative directives issued in the Department, they supersede all previously published rules, orders, or other written directives on the same subject.

**Departmental Training Bulletins:** Advise members of current police techniques and procedures. They constitute official policy, and remain in effect until revised or canceled.

**Early Intervention System (EIS):** a pro-active, non-disciplinary program designed to identify and positively influence conduct or performance-related problems exhibited by individual officers.

**Field Training Officers:** Provides field supervision, training, and performance appraisal of new officers assigned to them.

**Independent Monitor, Independent Monitoring Team (IMT):** An agent of the Court, responsible for assessing and evaluating the City of Oakland's compliance with the provisions of the Agreement.

**Integrity Tests:** Targeted or random integrity tests, or "stings," designed to identify and investigate OPD personnel who are engaged in at-risk behavior, to measure compliance with Department directives and orders, and/or the terms and conditions of this Agreement.

**Manager:** An employee of the Department in charge of a Division or Section

**Manual of Rules (MOR):** The Department publication which provides additional specificity to the standards of conduct embodied in the Law Enforcement Code of Ethics and the Department's Statement of Values. The *Manual of Rules* constitutes official policy, and remains in effect until revised or canceled.

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

**Memoranda of the Chief of Police:** Brief statements of official policy or official policy that affects selected personnel. They remain in effect until revised, canceled, or superseded.

**Milestone Date:** The expected completion date for an intermediate implementation step such as draft approval, staffing review, or publication distribution. Milestone dates were developed in July 2003 to enable closer scrutiny of task implementation progress.

**Oleoresin Capsicum Spray (OC):** Pepper spray.

**OPD Personnel:** All members, employees, Reserve Officers, volunteers, and other persons working under the direction of the Oakland Police Department.

**Personnel Information Management System (PIMS):** The computerized complaint-tracking and select-indicator system, as designed within a relational database, for maintaining, integrating and retrieving data necessary for supervision and management of OPD and its personnel.

**Plaintiffs' Counsel:** Attorneys representing plaintiffs in the "riders" cases.

**Reserve Police Officer:** A person possessing a professional certificate from the Oakland Police Academy, appointed to the Department as a part-time, unpaid member having the powers of a peace officer only while on active duty.

**Report Writing Manual:** Official procedures for completing Department reports and a reference source for personnel (telephone numbers, etc.). Report Writing Manual inserts remain in effect until revised or canceled.

**Settlement Agreement:** The Negotiated Settlement Agreement entered into by the City of Oakland and the plaintiffs (Delphine Allen, et al.). A complete copy of the Agreement may be accessed via internet at [www.oaklandpolice.com/agree/agree.html](http://www.oaklandpolice.com/agree/agree.html).

**Special Orders:** Set forth official policy modifications until they can be incorporated into a permanent Departmental publication (Departmental General Order, Departmental Training Bulletin, Report Writing Manual, or *Manual of Rules*). Special Orders terminate two years from the date of publication, if not specifically terminated or incorporated into a permanent Departmental publication sooner.

**Status Reports:** Reports submitted to the Chief of Police by the Office of Inspector General, summarizing and including the six-week Progress Reports submitted by the bureaus and units on their progress in executing the Agreement tasks for which they are responsible.

**Subject Matter Expert (SME):** An individual assigned to draft new or revised policy and procedures, based on his or her knowledge and experience or assignment.

**Target Date:** Provisions of the Agreement had timelines established through an evaluation of the anticipated steps required for implementation. These timelines were converted to Target Dates and also included in the Agreement Appendix. Target Dates are the expected completion date for a Settlement Agreement Task based on an evaluation of implementation steps by the Bureaus and IAD.

**Tasks:** The Settlement Agreement has been divided, in its entirety, into 51 individual tasks that need to be completed in order to implement the Agreement.

**Acronyms**

<b>BFO:</b>	Bureau of Field Operations
<b>BOI:</b>	Bureau of Investigation
<b>BOS:</b>	Bureau of Services
<b>CALEA:</b>	Commission on Accreditation for Law Enforcement Agencies
<b>CA:</b>	California
<b>COP:</b>	Chief of Police
<b>D/C:</b>	Deputy Chief
<b>DGO:</b>	Departmental General Order
<b>DWR:</b>	Duplicating Work Request
<b>EIS:</b>	Early Intervention System
<b>FTO:</b>	Field Training Officer
<b>GO:</b>	(Departmental) General Order
<b>IAD:</b>	Internal Affairs Division
<b>ID:</b>	Identification
<b>IMT:</b>	Independent Monitoring Team
<b>MOR:</b>	<i>Manual of Rules</i>
<b>OC:</b>	Oleoresin Capsicum Spray
<b>OCOP:</b>	Office of the Chief of Police
<b>OIG:</b>	Office of Inspector General
<b>OPD:</b>	Oakland Police Department
<b>OPOA:</b>	Oakland Police Officers' Association
<b>P&amp;P:</b>	Policy and Procedure
<b>PIMS:</b>	Personnel Information Management System
<b>P.O.S.T.:</b>	Police Officer Standards and Training
<b>PSA:</b>	Professional Services Agreement
<b>PSAs:</b>	Police Service Areas
<b>SA:</b>	Settlement Agreement
<b>SME:</b>	Subject Matter Expert
<b>SO:</b>	Special Order.
<b>UFRB:</b>	Use of Force Review Board



**ATTACHMENT 1: TASK MILESTONE TRACKING WORKSHEET**

<b>Task No.</b>	<b>Task Name</b>
<b>Unit Assigned</b>	<b>Compliance Date</b>

<b>Milestone</b>	<b>Person Days</b>	<b>Expected Completion Date</b>
Subject-Matter Expert (SME) assigned by Bureau Chief		
SME researches best-practices		
Publication written or revised by SME		
Draft Approved by Deputy Chief, IAD Commander		
Publication staffed by OIG to D/Cs, selected personnel		
OIG forwards staffing comments through D/C to SME		
SME makes post-staffing revisions		
OIG reviews for SA provisions, final formatting		
Draft staffed to Chief of Police (COP)		
COP-approved draft staffed to SA stakeholders		
OIG coordinates any stakeholder issues/comments/revisions		
Final publication with DWR to COP for final approval		
GO duplicated		
GO distributed		
Training completed		

**Note: Task completion date can not exceed the mandatory Compliance Date**

Form completed by: \_\_\_\_\_

Name

Date