

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement), dated April 8, 2024, is entered into by and between the People of the State of California, ex rel. Rob Bonta, Attorney General of the State of California (Attorney General) and the City of Vallejo (including the Vallejo Police Department) (VPD), a California municipal corporation and charter city (City), collectively referred to herein as the “Parties.”

### **RECITALS**

The State Attorney General is granted authority pursuant to Civil Code section 52.3, to seek declaratory and equitable relief to address alleged incidents of conduct by law enforcement officers that deprive individuals of rights, privileges, or immunities secured by the state or federal Constitution or state or federal law.

The People of the State of California, ex rel. Rob Bonta, Attorney General of the State of California, filed a complaint in the Superior Court of Solano County against the City of Vallejo and the Vallejo Police Department on October 16, 2023.

The Attorney General, City, and VPD are committed to effective, constitutional law enforcement that protects individuals’ statutory and constitutional rights, treats individuals with dignity and respect, and promotes public safety in a manner that is responsive to the community’s priorities and accomplished in a manner that is fiscally responsible.

The Parties enter into this Agreement without the taking of proof, trial, or the adjudication of any fact or law.

This Agreement does not constitute evidence of liability of the City or VPD, or admission by the City or VPD of any issue of fact or law alleged in the People’s complaint, without the City

or VPD admitting any liability; and each party agrees to bear its own attorneys' fees and costs to date.

The purpose of this Agreement is to ensure that individuals' statutory and constitutional rights are protected, individuals are treated with dignity and respect, and public safety is promoted in a manner that is fiscally responsible and responsive to community priorities; and

The Parties recognize that these outcomes require a partnership between VPD and the community it serves in which VPD is transparent about its processes and provides community members with a voice in its functions.

This Agreement is designed to enhance VPD's relationship with its community through increased transparency and public input, improved oversight and accountability systems, and enhanced support for officers through effective law enforcement policies, training, and supervision; and

The Parties entered into a memorandum of understanding (MOU) on June 5, 2020, for VPD and the Department of Justice (DOJ) to collaborate on a comprehensive modernized policing plan that included a review of 45 reform recommendations made by VPD's expert consultants, as well as additional assistance and review from DOJ to expand upon and add any additional recommendations needed to modernize VPD's current policies and practices, assist with implementation of the recommendations, and independently evaluate VPD's compliance with the recommendations.

The 45 recommendations were established by an independent audit of VPD conducted by an outside consultant, and included recommendations on use of force, community engagement, bias, and accountability.

The MOU expired on June 5, 2023.

Prior to the date of this Agreement, VPD substantially complied with 20 of the 45 agreed-upon recommendations, and VPD is working to achieve substantial compliance with the other 25 recommendations. The Attorney General acknowledges that during the course of the MOU, both VPD and the City have taken action to improve their law enforcement services and accountability, including but not limited to: (1) updating important policies and practices, including the use of force, critical incident review, bias-free policing, and body-worn camera policies, (2) implementing a new use of force reporting, review, and data collection process, (3) creating the model and passing an ordinance that authorizes independent police oversight, and (4) achieving a substantial compliance determination from DOJ on 20 of the reforms, including the reforms relating to the policies on the review of critical incidents, internal affairs, and body-worn cameras.

Given VPD's inability to complete all the agreed-upon reforms under the MOU prior to the date of this Agreement, and the need to evaluate the effectiveness of recently implemented reforms, the Parties agree that entering into this Agreement with oversight from an independent Oversight and Reform Evaluator will better effectuate the desired reforms within the City and VPD.

**AGREEMENT**  
**SECTION 1**  
**GENERAL PROVISIONS**

**A. Dismissal of Underlying Action**

Upon execution of this Agreement by the Parties, the Attorney General will dismiss, without prejudice, Case No. CU23-04676 in the Superior Court of California, County of Solano. The Parties agree that upon a material breach of this Agreement that the Attorney General may refile the case, or may file a case for breach of contract based upon the failure to comply with the terms of this Agreement. The Effective Date of this Agreement shall be the date that the Agreement is executed by the Parties and such dismissal is filed.

**B. Implementation of Remaining Recommendations**

1. VPD will implement the remaining 25 recommendations that have not been completed from the 45 Recommendations contained in the May 2020 report titled “Vallejo Police Department: Independent Assessment of Operations, Internal Review Systems and Agency Culture” (2020 Recommendations, attached as Exh. A & incorporated by this reference.)
2. VPD’s implementation of the 2020 Recommendations will be based on the compliance measures and proofs that the Parties prepared and utilized during the collaborative reform effort. (Recommendations, Compliance Measures, and Proofs, attached as Exh. B & incorporated by this reference). VPD will continue working with Jensen Hughes, the Oversight and Reform Evaluator (Evaluator), as set forth in Section 9, Paragraph A. 1, below, to review and evaluate the 2020 Recommendations, as well as the 2023 Solano County Officer Involved Fatal Incident Protocol (Protocol). VPD and the Evaluator will work to resolve any conflicts with the 2020 Recommendations, VPD Policy 306, Officer-Involved Shootings and Deaths, and the Protocol in order to obtain substantial compliance.

3. To date, DOJ has determined that VPD has substantially complied with 27 of the 2020 Recommendations. During the term of the MOU, the Parties worked with the Evaluator, to provide expertise and input into the collaborative process, the Compliance Measures and Proofs, and the work leading to the achievement of substantial compliance on the remaining of the 2020 Recommendations. Under this Agreement the Evaluator will build upon this foundation and monitor and evaluate the implementation of those recommendations to ensure VPD's ongoing compliance under this Agreement.

4. VPD will ensure that those recommendations, policies, and practices that the DOJ has determined to be substantially compliant under the Agreement will continue to be implemented to ensure ongoing substantial compliance.

5. VPD will continue to implement and utilize the audits, reviews, and ongoing improvement processes identified in the Recommendations, Compliance Measures, and Proofs.

## **SECTION 2 USE OF FORCE**

### **A. Use of Force Policies, Practices, Reporting, and Review**

1. VPD revised its use of force policy under the MOU, and has a use of force policy that is legally compliant and includes, but is not limited to: (1) provisions to ensure the sanctity of life, (2) transparency and accountability, (3) prohibiting the pointing of a firearm at a person unless deadly force is reasonable and necessary, (4) reporting as a use of force the pointing of a firearm at an individual, (5) prohibiting the firing of a firearm from a moving vehicle and severely limiting the firing of a firearm at a moving vehicle, and (6) ensuring use of force data is properly collected, analyzed, and reviewed. VPD's revised use of force policy has made many improvements towards achieving substantial compliance with several recommendations related to use of force from the 2020 Recommendations.

2. VPD agrees to continue to ensure that its use of force policies, practices, and training reflect its commitment to upholding the rights secured or protected by the Constitution of the State of California, and the United States Constitution, and federal and state laws, protecting human life and the dignity of every individual. VPD will continue to evaluate, review, and revise its policies, practices, and training related to the use of force to ensure compliance with the 2020 Recommendations, the requirements of this Agreement, and California law, including Penal Code section 835, subdivision (a), and Government Code section 7286.

3. VPD implemented a new and improved use of force reporting and data collection process under the MOU. VPD will work with the Evaluator to review and evaluate the ongoing use of force reporting and data process to help ensure its compliance with the newly established policy and process.

4. VPD will work with the Evaluator and the DOJ to establish an annual audit process of incidents where an officer points a firearm at a member of the public, or brandishes a firearm in the presence of a member of the public. VPD will ensure that its officers are not drawing a firearm solely based on the mere existence of a potential risk, e.g., public contact, pedestrian/traffic stop, but when circumstances create an objectively reasonable belief that it may be immediately necessary for the officer to use deadly force. The audit will include a review of all civilian complaints, an appropriate sample of body-worn camera footage, and an appropriate sample of police reports, including use of force incidents, and the Racial and Identity Profiling Act (RIPA) of 2015, Assembly Bill (AB) 953 data reports related to any use, pointing, or brandishing of a firearm.

5. VPD and the Evaluator will conduct an initial review of VPD's policies, practices, and trainings regarding each type of force instrument that it authorizes officers to carry or use,

including canines. The Evaluator will make any applicable recommendations for VPD to update its policies, practices, and trainings regarding each type of force instrument in accordance with constitutional policing and best practices, and will then monitor the policies, practices, and trainings for compliance with the agreed-upon reforms.

6. VPD will hold officers accountable for uses of force that violate policy or law, and continue to require Sergeants and Lieutenants to refer uses of force that may violate law or VPD's use of force policy to Professional Standards for further investigation or review and/or any investigation or review required by the Police Oversight and Accountability Ordinance.

7. VPD will hold supervisors accountable through the established disciplinary process for not identifying, adequately investigating, or addressing a use of force that is unreasonable or otherwise contrary to VPD policy.

8. VPD will be responsible for identifying and reporting use of force trends and for taking preventive steps to curb problematic trends, including issuing or revising policies, directives, training, or training bulletins, or providing additional training, mentoring, and supervision to individual officers.

9. VPD revised and adopted a new Critical Incident Review Board (CIRB) policy under the MOU and has created a strong and progressive CIRB policy. VPD and the Evaluator will review and evaluate adherence to the updated CIRB policy and process to support ongoing implementation of the revised policy, and ensure that updates and improvements are incorporated when appropriate.

10. VPD, in consultation with the Evaluator, will evaluate the updated CIRB policy and process to evaluate the shooting that occurred in June 2023, and any that occurred after that date and prior to April 8, 2024.

11. VPD will work with the Evaluator to include, as part of its commendation policy, an award or commendation that recognizes employees who demonstrate exceptional skill in employing de-escalation and bias-free community policing practices in the field.

**B. Use of Force Training**

1. VPD will work with the Evaluator to assess the use of force training provided to all officers to ensure the training complies with the requirements set forth in the use of force policy, and with best practices of constitutional policing. The topics for the training shall include the following:

- a. On a biennial basis - proper use of force decision making, including when force may be unnecessary in response to minor resistance.
- b. On a biennial basis - interactive scenarios and exercises that illustrate proper use of force decision making, including training officers on the importance and impact of ethical decision making and peer intervention.
- c. On a biennial basis - principles of procedural justice, and avoiding the use of force in response to minor resistance.
- d. On an annual basis - de-escalation techniques that encourage officers to make arrests without using force.
- e. On a biennial basis - threat assessment, including how race, identity, and/or bias can impact officers' threat assessments.
- f. On an annual basis - for supervisors, initial and annual refresher training, internal if VPD is unable to access outside training, on conducting use of force investigations, how to effectively direct officers to minimize uses of force and to intervene effectively to prevent or stop unreasonable force, using VPD's accountability and



disciplinary systems after encountering a potentially unreasonable use of force or use of force that is out of policy, and supporting officers who report unreasonable or unreported force or who are retaliated against for using only reasonable force or attempting to prevent unreasonable force.

2. On an annual basis, VPD will utilize the Force Options Team, and any necessary use of force experts to assess the effectiveness of the use of force curricula against current policies and the integration of use of force scenario-based training and adult learning theory. VPD may use existing reports and data trend analysis for this purpose. This analysis will be shared with the Evaluator.

3. VPD shall work with the Evaluator to evaluate and update, where appropriate, current guidelines for selecting training instructors and/or entities to provide trainings, with prior performance quality and proposed curriculum being significant factors in the selection criteria for instructors on the issues identified in Paragraph B.1. VPD shall have discretion to select its own training instructors.

4. VPD shall convene its Field Training Officers, and the force-related training instructors no less than once a year to review, update, and ensure VPD is providing consistent, high-quality, and contemporary training in the use of force that is consistent with VPD policies. VPD use of force training that is particularly relevant to organizational roles and responsibilities shall also be provided to supervisors, managers, and command staff.

### **C. Use of Force Analysis**

1. VPD will continue to analyze the VPD use of force data, and the force-related outcome data to identify significant trends and identify and correct deficiencies revealed by this analysis.

VPD will work with the Evaluator to ensure that the analysis is effective and designed to achieve the goals of this Agreement.

2. VPD's force analysis will continue to include an assessment of the frequency and nature of uses of force that are: referred to Internal Affairs and/or an outside independent investigator for investigation, and the number of cases retained for investigation; the subject of misconduct complaints; the subject of civil lawsuits; related to criminal obstruction, or resisting-arrest-type charges that are dismissed or declined by the prosecutor; or that involve repeat officers or units.

3. VPD will continue to determine whether policy or training curricula changes must be made as a result of its analysis of use of force incidents. VPD will report such changes to the Evaluator.

4. VPD will continue to document the results of the use of force analysis in a public report. VPD will agree to a specifically delineated framework to meaningfully engage with community stakeholders when revising policies described above.

5. VPD will continue to use the Chief's Advisory Board (CAB) to provide input into policy and procedure, provide insight into the community's concerns, and educate the community about VPD. The CAB will continue to hold monthly meetings that are attended by the Chief of Police and/or a Deputy Chief of Police. VPD will make a good faith effort to have representatives from various diverse stakeholder groups, including those that may be critical of the VPD, on the CAB. The Evaluator will review and evaluate the CAB, including how VPD utilizes this important resource for community engagement.

6. VPD will work with the Evaluator to provide technical assistance as needed to the Independent Police Auditor and Legal Counsel assigned to the Community Police Oversight and

Accountability Commission (POAC) regarding the POAC's role in developing policy within VPD.

### **SECTION 3 BIAS-FREE POLICING**

#### **A. Bias-Free Policing Policy and Training**

1. VPD commits to providing bias-free services, and enforcing laws in a way that is professional, nondiscriminatory, fair, and equitable. VPD's Bias-Free Policing policy shall apply to sworn officers, communications staff, and non-sworn personnel of VPD.

2. VPD shall provide all officers with initial training and periodic roll-call training, and dispatch personnel with initial and refresher training on its Bias-Free Policing Policy, to ensure that personnel are capable of conducting their service responsibilities in a manner consistent with the provisions and expectations of the policy and this Agreement. Bias-free policing training and updates to VPD policies will be informed by applicable recommendations made by the RIPA Board's annual reports, and other recognized police best practices resources. VPD will work with the Evaluator to ensure that the training will include, but not be limited to:

- a. Identification of key indices and perspectives that make up racial, identity, and cultural differences among residents;
- b. Negative impact of intentional and implicit biases, prejudices, and stereotyping on effective law enforcement, including examination of how historical discriminatory enforcement practices have harmed police-community relations and contributed to injury, death, disparities in arrest, detention and incarceration rights, and wrongful convictions;
- c. The history and role of the civil and human rights movement and struggles and

their impact on law enforcement, and law enforcement's impact on these movements;

- d. Specific obligations of peace officers in preventing, reporting, and responding to discriminatory or biased practices by fellow peace officers;
- e. Perspectives of diverse, local constituency groups and experts on particular racial, identity, and cultural differences and police-community relations; and
- f. The prohibition against racial or identity profiling.

3. Each sworn member of VPD who receives initial bias-based policing training will thereafter be required by VPD to complete an approved refresher course annually, or sooner if deemed necessary, in order to keep current with changing racial, identity, and cultural trends.

**B. Departmental Review of Bias-Free Policing Data and Reporting**

1. Each year, the Deputy Chief shall review the efforts of VPD to prevent bias-based policing pursuant to revised Policy 401: Bias-Free Policing, and submit an overview to the Chief of Police. On an annual basis, the Deputy Chief will submit an overview of the complaints received that assert bias-based policing or racial or identity profiling. The report shall be reviewed by the Chief of Police to identify any trends or issues that would inform changes that should be made in training or operations to improve service.

2. Additionally, the Deputy Chief will submit to the Evaluator an overview of the annual RIPA data submitted to the DOJ to assess trends, deficiencies, and sufficiency of the data and its submission under RIPA requirements. VPD's Professional Standards Division will prepare an annual report that describes and analyzes VPD data on the year's bias-based policing allegations, including the number of allegations, whether bias-based policing allegations have increased or decreased, and RIPA data on disparities in police actions based on protected characteristics. The

report will also include the outcomes in Section 3, Paragraph B. 1. and the status of VPD's effort to prevent bias-based policing and strategies to decrease such complaints and disparities identified through RIPA data.

## **SECTION 4 STOPS, SEIZURE, AND SEARCHES**

### **A. Training, Policies, and Evaluation of Stops, Seizures, and Searches**

1. VPD will train, emphasize, and ensure that all investigatory stops, seizures, and searches are conducted in accordance with the rights, privileges, and immunities secured or protected by the Constitution, California law, and the laws of the United States. VPD will train, emphasize, and ensure that investigatory stops and searches are part of an effective overall crime prevention strategy, are conducted in a professional manner, and are adequately documented for tracking and supervision purposes.

2. VPD will implement policies to be developed in consultation with the Evaluator, to ensure that officers document and VPD supervisors review and evaluate:

a. investigatory stops, to determine whether they are supported by reasonable suspicion;

b. pat-down searches, to determine whether they are supported by an objectively reasonable belief that a person may be armed and dangerous;

c. arrests, to determine whether they are supported by probable cause and VPD policy;

d. stops, searches, and seizures, to determine whether they are compliant with this Agreement;  
and

e. investigatory stops, searches, and arrests, even if comporting with law and policy, to determine whether there is a need for corrective action or review of agency policy, strategy, tactics, or training.

## **B. Actions of Officers and Member(s) of the Public During Stops**

1. VPD officers will identify themselves by name and rank at the beginning of encounters with individuals unless doing so is not safe.
2. VPD officers will inform individuals stopped of the reason for the stop, and document it on any citation, police report, or stop data entry resulting from the stop, unless not doing so is necessary to protect life or property from imminent threat, including, but not limited to, cases of terrorism or kidnapping. (Veh. Code, § 2806.5.)
3. VPD agrees to work with the Evaluator to enhance, as appropriate, its policy that recognizes and supports the right of members of the public to observe and record police actions consistent with the law. To ensure implementation of this foundational right, VPD agrees to prohibit interfering, threatening, intimidating, blocking, or otherwise discouraging a member of the public who is not violating any other law from observing a stop or search and/or taking photographs or recording video, including photographs or video of police activities, in any place the member of the public is lawfully present.

## **C. Investigatory Stops and Detentions**

1. VPD will reiterate, train, and emphasize that officers will only conduct investigatory stops or detentions where the officer has reasonable suspicion that a person is in the process of committing a crime, or has committed a crime.
2. VPD will enhance and revise its current training with respect to investigatory stops, including pedestrian, bicycle, or vehicle stops, by emphasizing the following elements:
  - a. introducing themselves by their name and rank at the initiation of contact with a civilian when reasonable and practical;
  - b. stating the reason for an investigatory stop or detention as soon as practicable;

- c. ensuring that an investigatory stop or detention is no longer than necessary to take appropriate action;
- d. acting with professionalism and courtesy throughout the interaction;
- e. when practical and safe, answering questions the person may have regarding the stop, including an explanation of options for traffic citation disposition, if relevant;
- f. providing the member's business card for all detentions, which shall contain the website or telephone information regarding how an individual can file a commendation or complaint; and
- g. conducting a pat-down search only if the officer has specific and articulable facts justifying the pat-down search in accord with *Terry v. Ohio* (1968) 392 U.S. 1, and cases interpreting *Terry*.

3. VPD will reiterate, train, and emphasize to officers that race, color, ethnicity, national origin, age, religion, gender, gender identity, sexual orientation, or mental or physical disability are not to be used as a factor, to any extent or degree, in deciding who to stop, or what actions to take during and following a stop, or in establishing reasonable suspicion or probable cause, except as part of actual and credible description(s) of a specific suspect or suspects in any criminal investigation.

4. VPD officers shall document all stop data required by RIPA, and the statute's implementing regulations.

5. VPD will reiterate, train, and emphasize that officers should use accurate and specific descriptive language and not rely solely on "boilerplate," or form language in any reports describing factual circumstances of investigatory stops, detentions, and searches.

6. VPD will work with the Evaluator to develop a policy that defines and limits the use of pretextual stops. This will include considering eliminating pretextual stops, restricting pretextual

stops, or limiting law enforcement responses to certain infractions and addressing exceptions for public safety.

#### **D. Searches**

1. VPD will reiterate, train, and emphasize to officers that race, color, ethnicity, national origin, age, religion, gender, gender identity, sexual orientation, or mental or physical disability are not to be used in exercising discretion to conduct a search, except as part of an actual and credible description of a specific suspect or suspects in any criminal investigation. An officer must be able to articulate a valid reason under law, and VPD policy for initially having stopped an individual.
2. VPD officers will not conduct arbitrary searches. VPD will clearly set forth in policy and training that searches must be made pursuant to a warrant or a pre-trial or probationary release term, as explained in Section 4, Paragraph D.3., except in the limited circumstances when searches may be made without a warrant under the law. VPD will prohibit officers from conducting searches based on consent during consensual encounters. Consistent with the law and the terms of this Agreement, officers may not conduct a consent search after detaining a subject unless an officer reasonably suspects that the subject has contraband or evidence related to that detention. In those limited cases where consent may be sought to search, valid consent must be voluntary and expressed, and the officer must inform the subject that they can lawfully refuse consent. Any interactions seeking consent to search must be captured on body-worn camera and/or via a signed VPD consent form. The policy will include a provision stating that any officer who fails to obtain informed consent in this manner will be subject to discipline.
3. VPD will prohibit all officers from asking a person for their probation or parole status in all consensual encounters. Additionally, VPD will work with the Evaluator to develop a policy



that prohibits randomly or presumptively asking individuals for their probation or parole status, including during routine traffic stops. The policy will allow an officer to ask if a person is on parole or probation only if the officer has articulable facts creating a reasonable suspicion that a person committed, is committing, or is about to commit a crime separate from any infraction that initiated a stop. The officer will document the facts that gave rise to the reasonable suspicion on their body worn camera video, or on a written form.

4. VPD will make clear that to conduct a pat search, an officer must have specific and articulable facts causing them to believe the suspect is armed and dangerous, and that the validity of the search is based on what a reasonably prudent officer would believe under the totality of the circumstances. VPD officers will not use pat-down searches to search for evidence or contraband. VPD will reiterate, train, and emphasize to officers that pat-down searches must be limited to those which are necessary for the discovery of guns, knives, clubs, or other hidden instruments, which might be used to harm officers or others nearby. VPD will make clear that it is the law, and VPD policy that once officers realize an object is not a weapon or an object that can be used as a weapon, they may not further manipulate the object and must move on.

5. VPD shall collect and analyze the RIPA and any other data related to searches based on probation or parole status. VPD shall assess the efficacy of this tactic and its impact on the community, and make additional policy changes accordingly.

6. VPD shall continue to ensure that all employees, including non-sworn personnel, have completed the initial racial and identity profiling training required by Penal Code section 13519.4, subdivision (g), and the required refresher courses annually, or sooner if deemed necessary.

**E. Stop, Search, and Seizure Policies and Training**

1. VPD shall provide all officers with training on stops, searches, and seizures in their initial training and periodic roll call training to ensure sworn personnel are capable of conducting these activities in a manner consistent with the provisions and expectations of this section and the Agreement. Additionally, VPD will work with the Evaluator to develop training that shall:

- a. ensure officers understand the Fourth and Fourteenth Amendments and related legal restrictions on searches and seizures, including consent searches, probation and parole searches, as well as additional limitations under VPD policy;
- b. address the differences between various police contacts by:
  - i. the scope and level of police intrusion;
  - ii. differences between probable cause, reasonable suspicion, and mere speculation; and
  - iii. true voluntary consent;
- c. provide guidance on the facts and circumstances, in addition to legal and policy limitations, that should be considered in initiating, conducting, terminating, and expanding a stop or search, including consent searches and probation and parole searches;
- d. incorporate role-playing scenarios and other adult-learning mechanisms to facilitate officers' ability to exercise good judgment about whether and how to stop and search individuals;
- e. provide guidance on consensual encounters, stopping and/or searching individuals for discretionary and non-violent offenses, including providing guidance about

procedural justice, alternatives to conducting investigatory stops and searches, and the impact on civilians of conducting arbitrary stops and searches.

2. VPD will work with the Evaluator to develop measures to determine the effectiveness of their trainings.

#### **F. Supervisory Review of Searches and Seizures**

1. VPD agrees to implement additional accountability and supervision, and ensure that existing policies are followed, to ensure that unlawful stops, searches, and seizures are detected and effectively addressed.
2. VPD will work with the Evaluator to establish a process for Sergeants and Lieutenants to regularly review the activity of officers. Sergeants shall continue to review and approve all their assigned officers' crime and arrest reports, citations, and RIPA stop reports for completeness, accuracy, and legal sufficiency. Lieutenants shall utilize VPD's randomized body worn camera auditing software to review at least five randomized videos from officers within their command each month. Of the five videos, at least three must contain a review of an incident involving a search or detention/arrest situation. If the Lieutenant conducting the random review determines there is a concern, a Sergeant shall be directed to conduct further review of the incident, including a comparison of the RIPA stop data reports, additional body-worn camera footage, and any other documentation to ensure policy accountability. The Sergeant shall document their findings and submit that documentation for review and approval to their Lieutenant.
3. If the review determines that an officer's stop, search, or seizure documentation does not provide sufficient detail or articulate sufficient legal and policy justification for the action, the supervisor shall review the action with the officer to determine whether there was sufficient legal and VPD policy justification, as well as address any deficiencies to ensure they are corrected.

4. VPD Sergeants and Lieutenants shall evaluate and enhance VPD's processes and procedures to address all violations or deficiencies in stops, searches, and seizures, including non-disciplinary corrective action for the involved officer and/or referring the incident for disciplinary action when other corrective measures have been ineffective or ignored.
5. VPD agrees to continue to hold accountable Sergeants and Lieutenants for appropriately and thoroughly reviewing reports and documentation related to stops, searches, and seizures, and requiring officers to articulate sufficient rationale under law and VPD policy.
6. VPD will analyze the stop data it collects under RIPA, and consult with the Evaluator on an annual basis to obtain supplemental recommendations from the Evaluator for revisions to its policies and training based upon that analysis.

**SECTION 5  
RESPONDING TO AND INTERACTING WITH PEOPLE WITH BEHAVIORAL  
HEALTH DISABILITIES OR IN CRISIS**

**A. Policy Improvement, Protocol, and Training**

1. VPD will evaluate and improve its policies with respect to calls or encounters involving a person in mental health crisis or suffering from a mental health disability. VPD and the City will work with the Evaluator to develop a policy and protocol for responding to calls involving a person in mental health crisis or suffering from a mental health disability. The policy and protocol will include utilizing professional civilian staff, who are trained professionals in responding to mental health crises, to respond when appropriate and available, taking into account available resources including county participation and volunteer and/or funding availability.
2. Sworn staff, call takers, dispatch personnel, and professional civilian staff will receive training that emphasizes recognizing when an individual may have a behavioral health disability

or be in crisis by taking into account a number of factors, including self-reporting, information provided by witnesses or informants, VPD's previous knowledge of the individual, or an officer's direct observation.

3. Officers will be trained not to make assumptions regarding the dangerousness of an individual based on that individual's disability, including mental health status.

## **B. Development of Crisis Intervention Team**

1. VPD will work with the Evaluator to develop a Crisis Intervention Team Training (CIT) first-responder model of community-based crisis intervention with community, health care, and advocacy partnerships to assist individuals with behavioral health disabilities and individuals who are in crisis. VPD will work with the Evaluator to implement the CIT model dependent upon available resources including county participation and volunteer and/or funding availability. VPD will work with the Evaluator to attempt to identify and pursue funding resources.

2. The goals of the CIT program will be to equip dispatchers and officers with methods to properly interact safely with persons with behavioral health disabilities or in crisis; determine whether a non-sworn response is appropriate; de-escalate crises; reduce the unnecessary use of force against individuals with behavioral health disabilities or in crisis when an officer response is required; minimize arrests; improve the safety of patrol officers, individuals with behavioral health disabilities or in crisis, and their families, and others within the community; refer individuals to county social services and/or behavior health systems, including Solano County Behavioral Health; and reduce the potential for an inappropriate involvement of individuals with behavioral health disabilities with the criminal justice system.

3. VPD will ensure that all patrol officers, inclusive of supervisors, receive CIT training. VPD will provide CIT training to all new officers, including lateral transfers. Additionally, sworn personnel who are newly promoted to a supervisory position shall receive a refresher CIT training as part of their leadership training. VPD will work with the Evaluator to identify appropriate training, and to determine the necessary amount of in-service training.
4. All VPD dispatchers and their supervisors will receive CIT training that is adequate to enable them to identify, dispatch, and appropriately respond to calls for service that involve individuals in crisis.
5. VPD will develop a protocol to evaluate the effectiveness of its policies for interacting with individuals and/or responding to calls for service involving a person in crisis or with a mental health disability. The protocol will include audits and improvement loops to be developed by the Evaluator in consultation with the DOJ.
6. VPD will work with the Evaluator to include, as part of its commendation policy, an award or commendation that recognizes employees who demonstrate exceptional skill in employing their CIT training in the field.

## **SECTION 6 MANAGEMENT AND SUPERVISORY OVERSIGHT**

### **A. Policy, Guidelines, and Supervisory Training**

1. VPD will, in consultation with the Evaluator, and with approval by the DOJ, develop and implement policies, guidelines, and training to ensure all supervisors and managers will:
  - a. exercise appropriate supervisory oversight;
  - b. conduct objective and impartial investigations;
  - c. be held accountable for meeting agency standards and expectations;

- d. engage with and listen to community feedback;
- e. incorporate community feedback when able and appropriate; and
- f. develop and evaluate policing strategies and tactics reflective of contemporary best community policing practices.

2. VPD will, in consultation with the Evaluator and with approval by DOJ, develop and implement mandatory supervisory training in accord with contemporary police practices that will include techniques for effectively guiding and directing the actions of their subordinate personnel, promoting effective and constitutional police practices, and stressing the importance of de-escalating conflict situations whenever possible.

**B. Evaluation of Supervisors, Supervisor Roles, and Community Support**

1. VPD will, in consultation with the Evaluator, and with approval by DOJ, develop specific metrics to be incorporated into the annual evaluations of supervisors. Based on its review of this practice, the Evaluator and/or DOJ will make supplemental recommendations as to revisions to the metrics and to continue to improve the effectiveness of the supervision of VPD's officers.

2. VPD will work with the Evaluator to ensure that all policies, metrics, and guidelines regarding management and supervisory oversight will incorporate processes for internal or external reviews, audits, and/or continuous improvement loops in order to ensure the reforms are effective and sustainable.

3. After the expiration of the memorandum of understanding between the Vallejo Police Officers Association and the City of Vallejo, which expires on June 30, 2026, the City will, in consultation with the Evaluator, explore options for VPD's Command Staff, which includes the level of Lieutenant and higher, to have their own bargaining group and/or labor representatives separate from the rank and file.

4. VPD and the Chief will, in consultation with the Evaluator, explore options to address the role played by officers in positions like internal affairs, and the CIRB that require the supervision, investigation, and/or evaluation of officers.

5. VPD and the City will, in consultation with the Evaluator, explore contracting and/or coordinating with community groups and other local organizations to support and/or augment the work of the VPD, such as mental health services, resources for the unhoused, youth programs, and safety education.

## **SECTION 7 COMMUNITY POLICING**

### **A. Community Engagement and Strategic Policing Plan**

1. VPD agrees to enhance, promote, and strengthen partnerships within the community, to continue engaging constructively with the community to ensure collaborative problem-solving and bias-free policing, and to increase transparency and community confidence in VPD. VPD also agrees to continue utilizing its CAB and POAC, and to continue to develop and amend significant policies that impact the community, including but not limited to its use of force policies, community-policing strategy and policies, bias-free policing policies, and civilian complaint policies.

2. VPD will work with the Evaluator, CAB, and POAC to develop a community policing strategic plan that incorporates best practices focused on positive community-law enforcement relationships, taking into account the staff and resources available.

### **B. Community and Problem-Oriented Policing**

1. VPD agrees to work with the Evaluator to broaden its current efforts to actively participate in community engagement efforts, including participating in local community meetings or



events, engaging and addressing community feedback, and working with the community on the development of diversion programs, taking into account staffing and resources. VPD agrees to enhance its engagement with all members of the community, including its critics. VPD agrees to create additional easy points of access for community feedback and input, such as providing “community feedback” or “talk to your Lieutenant” links on its website and social media pages.

2. A variety of sworn personnel, up through the chain of command, shall continue to actively attend community meetings and events. VPD agrees to develop a plan for such attendance. The plan shall indicate the number and types of events to be attended on a regular basis, and take into account the need to enhance relationships with particular groups within the community, including, but not limited to, youth, limited English proficiency (LEP), immigrant, LGBTQ+ and communities of color. VPD will work with the Evaluator on developing the plan in conjunction with Recommendations 7 and 8 of the 2020 Recommendations to avoid unnecessary duplication.

3. VPD agrees to provide structured annual in-service training on community policing and problem-oriented policing methods and skills for all officers, including unit supervisors and Lieutenants. This training shall include:

- a. methods and strategies to improve public safety and crime prevention through community engagement;
- b. scenario-based training, including roll call training, that promotes the development of new partnerships between VPD and the community, targeting problem solving and prevention;
- c. leadership, ethics, and interpersonal skills;

- d. community engagement techniques, including how to establish formal partnerships and actively engage community organizations, including youth, immigrant, LEP, communities of color, and LGBTQ+ communities;
  - e. procedural justice;
  - f. intelligence-led and problem-oriented policing tactics for both employees and community members;
  - g. conflict resolution and verbal de-escalation of conflict; and
  - h. cultural awareness, bias, and sensitivity training.
4. VPD will continue to incorporate into its organizational strategies and policing philosophy the Final Report of The President’s Task Force on 21st Century Policing.
5. To continually improve police-community partnerships, VPD will assess and report on the outcome of community engagement initiatives as identified in the community policing strategic plan. VPD will continue to issue annual public reports, and post them on its website regarding its community engagement efforts. VPD will review its reports and will identify successes, obstacles, and recommendations for future improvement and will make adjustments to the engagement efforts based upon such review.
6. VPD agrees to seek the assistance of the CAB, POAC, and community advocates in widely disseminating information to the public, in English and Spanish, and as set forth in other requirements of this Agreement.

**SECTION 8**  
**PERSONNEL COMPLAINT REVIEW**

VPD will continue to ensure that all allegations of personnel misconduct are received and documented, fully and impartially investigated, adjudicated based on a preponderance of the

evidence, and that all personnel who commit misconduct are held accountable pursuant to a disciplinary system that is fair and consistent. VPD will work with the Evaluator to revise and update its Civilian Complaints policy in accordance with best practices. VPD will also ensure that exemplary officer performance is recognized. VPD and the City agree to implement the requirements to achieve the outcomes set forth in this Section.

**A. Complaint/Commendation Intake and Process**

1. In order to ensure that all personnel complaint investigations are thorough, fair, and resolved in a timely and appropriate manner, VPD will continue to designate Internal Affairs to serve as the central coordinator and quality control hub for all personnel complaint intake, investigation, adjudication, and review processes, even for those cases not requiring a full administrative investigation. VPD will work with the Evaluator to ensure the process is in accordance with constitutional policing and best practices.

2. VPD shall continue to make personnel complaint and commendation forms and informational materials, including brochures and posters, available at appropriate City properties in Vallejo, including, at a minimum, VPD stations and on the VPD website, and shall make a concerted effort to provide them to community groups, churches, and other non-governmental stakeholders. VPD will make its complaint brochure explaining the complaint procedures available in Spanish or any other language that the City must provide to voters during an election. VPD will also amend its website so that complaint forms can be submitted electronically.

3. VPD will continue to accept all personnel complaints and commendations, including anonymous and third-party complaints, for review and investigation. Complaints may be made in writing or verbally, in person or by mail, telephone, or TDD, facsimile, or electronic mail, as

well as in the field. Any LEP individual who wishes to file a complaint about a VPD officer or employee shall be provided with a complaint form, and informational materials in all non-English languages required to be provided to voters in election. VPD will make every reasonable effort to provide appropriate translation services for other languages. The refusal to accept a personnel complaint, discouraging the filing of a complaint, or providing false or misleading information about filing a complaint, shall continue to be grounds for discipline, up to and including termination.

4. VPD will work with the Evaluator to identify, consider, and implement the best practices contained in the RIPA Advisory Board's 2023 Annual Report, pages 179-194, that are applicable and achievable, and which have not yet been implemented by VPD. Similarly, VPD shall review prior RIPA reports and work with the Evaluator to consider future recommendations designed to improve the openness and transparency of the complaint process.

5. VPD will work with the Evaluator to amend its complaint form to collect the applicable information delineated in the RIPA Board's 2020 Annual Report at pages 81-84. The complaint form and information provided on the website shall be amended to state that retaliation for making a complaint or cooperating in a complaint investigation is contrary to VPD policy.

## **B. Complaint Classification**

1. VPD will ensure its policies regarding complaint investigations are complete, clear, and consistent. VPD will implement mechanisms to ensure that all personnel allegations are accurately classified at all investigative stages, from intake through adjudication, so that each allegation receives the appropriate level of review required under policy.

2. VPD will ensure that personnel complaints are properly classified. Toward this end, VPD will adopt the following definition of civilian complaint recommended by the RIPA Board in its 2023 Report:

(1) Complaint means either of the following: (A) any issue brought to a department or agency where the complainant perceives that a department or agency employee engaged in criminal conduct, abusive or discriminatory behavior, inappropriate or discourteous conduct, or violation of any law or rules, policies, and regulations of the department or agency; or (B) disagreement solely with the policies, procedures, or services of the department or agency and not with the performance of any personnel. If during the course of investigating this type of complaint, conduct is discovered that could be the basis of a complaint under subdivision (1)(A), the investigator shall report this conduct to a supervisor, which should be logged, tracked, and investigated separately from the original complaint.

3. Any contact from the public designated as a public inquiry must also be reviewed by Internal Affairs. Internal Affairs shall independently review the contact to determine whether it should be categorized as a civilian complaint or public inquiry.

4. VPD shall continue to investigate every allegation of misconduct that arises during an investigation, even if an allegation is not specifically articulated as such by the complainant, and will work with the Evaluator to enhance this process.

5. In order to ensure that all personnel complaint investigations are thorough, fair, and resolved in a timely and appropriate manner, VPD will continue to designate Internal Affairs to serve as the central coordinator and quality control hub for all personnel complaint intake, investigation, adjudication, and review processes, even for those cases not requiring a full administrative investigation. VPD will work with the Evaluator to enhance this process.

### **C. Complaint Investigations**

1. All investigations of VPD personnel complaints, including reviews, shall continue to be as thorough as necessary to reach reliable and complete findings, and the investigation shall address

all substantive issues raised by the reporting party. In each investigation, VPD shall consider all relevant evidence, including circumstantial, direct, and physical evidence, as appropriate, and make credibility determinations based upon that evidence. The investigators shall not use leading questions when interviewing officers and shall not permit officers to submit a written statement in lieu of an interview with investigators. There shall be no automatic preference for an officer's statement over a non-officer's statement, nor shall VPD disregard a witness' statement merely because the witness has some connection to the complainant or because of any criminal history. VPD and any investigators shall make efforts to resolve material inconsistencies between witness statements. VPD will work with the Evaluator to further develop this process in accord with current best practice standards related to investigations.

2. VPD will not permit any involved supervisor, any supervisor who authorized the conduct that led to the complaint, or any supervisor who has a conflict with the VPD personnel involved to conduct that complaint investigation.

3. The investigator shall seek to identify all persons at the scene giving rise to a misconduct allegation, including all VPD officers. The investigator will make all reasonable efforts to separate and interview all witnesses and any other person at the scene giving rise to the misconduct allegation. The investigator shall note in the investigative report the identities of all officers and persons who were on the scene, and identify if they did not witness or were not involved in the incident. The investigator shall conduct further investigation of any such assertions that appear unsupported by the evidence.

4. All witnesses, including, if authorized by the Public Safety Officers Procedural Bill of Rights Act, officers witnessing or involved in an incident that become the subject of a personnel complaint, shall provide a written statement regarding their involvement in and/or observations

of the incident, or be interviewed as described below. All witnesses and subjects of an investigation shall be admonished not to discuss the issues underlying the investigation with others and especially with witnesses to the events.

5. Interviews shall be recorded. All interviews of all witnesses will be conducted separately. An interpreter not involved in the underlying incident will be used when taking statements or conducting interviews of any LEP complainant or witness.

6. Every VPD misconduct investigation should include a comprehensive investigative summary to ensure that the evidentiary bases for the investigation's findings are clearly supported and accessible to command staff who make disciplinary recommendations.

#### **D. Management Review and Adjudication of Complaints**

1. All personnel investigations shall be reviewed and approved in writing by the accused employee's commanding officer. The reviewing commanding officer shall ensure that all substantive allegations were identified and investigated, even if the allegation was not specifically articulated by the complainant. VPD will work with the Evaluator to ensure this process is in accordance with constitutional policing and best practices.

2. The reviewing commanding officer will continue to adjudicate each substantive allegation using the preponderance of evidence standard and classify each allegation using the Penal Code standards of Sustained, Not Sustained, Exonerated, or Unfounded (Pen. Code, §§ 832.5, 13012.)

3. When an allegation is sustained, the reviewing commanding officers will continue to use the corrective action guidelines developed pursuant to the MOU, and will recommend the appropriate corrective action or penalty, taking into consideration the seriousness of the offense, the totality of the circumstances, including mitigating and aggravating circumstances, and the employee's work history. VPD will work with the Evaluator to monitor this process.

4. To ensure fairness, transparency, and predictability, VPD will formalize its disciplinary recommendation process to ensure that discipline is uniformly applied and takes into account the:

- a. seriousness of the offense;
- b. impact or potential impact on VPD and its members;
- c. employee's work history and acceptance of responsibility; and
- d. employee's prior disciplinary history.

5. The reviewing commanding officers will ensure that the disposition of each complaint and allegation(s) therein are recorded accurately in the Department's database used to track such employee actions.

#### **E. Complaint Review and Investigation Training**

1. VPD agrees to provide initial training to officers and supervisors about proper complaint intake, classification, and investigation techniques, and then annual training thereafter. VPD will provide training about how to record complaints from individuals who may not be proficient in English, and the consequences for failing to properly take and objectively investigate complaints from the public.

2. All VPD personnel involved in conducting personnel complaint investigations at VPD shall receive initial training on conducting misconduct investigations, and shall receive refresher training annually. This training shall include instruction in the practical application of:

- a. investigative skills, including proper interrogation and interview techniques, gathering and objectively analyzing evidence, and data and case management;
- b. the particular challenges of personnel complaint reviews/investigations, including identifying alleged misconduct that is not clearly stated in the complaint or that becomes apparent during the investigation, properly weighing credibility of both



civilian witnesses and officers, using objective evidence to resolve inconsistent statements, and the proper application of the preponderance of the evidence standard;

- c. relevant state, local, and federal law, including state employment law related to officers and the rights of public employees, as well as criminal discovery rules such as those set out in *Garrity v. New Jersey* (1967) 385 U.S. 493, *Lybarger v. City of Los Angeles* (1985) 40 Cal.3d 822, and *Brady v. Maryland* (1963) 373 U. S. 83; and
- d. VPD rules and policies, including the requirements of this Agreement, and protocols related to criminal and administrative investigations of alleged officer misconduct.
- e. Independent Investigators retained to conduct investigations shall meet the requirements of the Police Oversight and Accountability Ordinance and shall be well versed in the application of items a through above.

3. All personnel responsible for the review of personnel complaint investigations at VPD shall receive initial training on reviewing personnel complaint investigations and shall receive refresher training annually thereafter. The training shall include instruction in the practical application of:

- a. Ensuring that all witnesses and accused officers are accounted for in the investigation and that they are asked about allegations they may have witnessed or in which they were allegedly involved;
- b. Ensuring that summarized statements accurately reflect the recorded interviews;
- c. Ensuring that evidence is identified, analyzed, and interpreted in the investigation;

- d. Ensuring any risk-management issues are identified and addressed, such as inadequate policies, insufficient training, inadequate or inoperable safety equipment, and ineffective field supervision;
- e. Determining the appropriate corrective action and/or penalty, when appropriate; and
- f. Relevant state and local laws dealing with conducting personnel investigations and disciplinary actions.

**F. Personnel Complaint Audits**

1. VPD shall continue to conduct an annual audit of VPD's complaint intake, classification, investigations, and the adjudication of those matters. This audit will assess whether complaints are accepted and classified consistent with policy, investigations are complete, and complaint dispositions are consistent with a preponderance of the evidence. Audits will be submitted through the chain of command to the Chief for a determination regarding recommendations made and further action required.
2. On an annual basis, VPD will provide information as requested by the Evaluator regarding all complaints received, including cases in which employees were found to have committed misconduct and the steps taken to hold them accountable for their conduct. The Evaluator will then submit a report to VPD and to DOJ providing its expert opinion as to whether the cases identified and the steps taken have been sufficient or insufficient, and provide recommendations as to improvements, if any, that should be made to the process for holding such personnel accountable.
3. VPD's Professional Standards Division will regularly assess the effectiveness of the complaint process, including the assignment of cases to the field; analyze the complaints to determine if there is a need for a re-evaluation of existing policies, procedures, or trainings;

ensure regular audits of complaint investigations to ensure the quality of those investigations, that summarized statements accurately reflect recorded interviews, and that standards are being met; and make reports of complaint statistics available to the public on a regular basis.

4. VPD will publish an annual report of personnel complaint data that reflects the categories of complaints received, including complaints detailing allegations of racial and/or identity profiling, and the final disposition of those complaint investigations that have been completed as well as the number of any complaint investigations still pending. The report will be made available to the public on VPD's public website after being approved by the Chief and the Evaluator. This report will reflect data for the preceding calendar year and will be released by April 1 of each year.

## **SECTION 9 OVERSIGHT AND REFORM**

This Agreement shall be overseen by the qualified third-party Evaluator who reports to the DOJ. The Evaluator and DOJ will be provided full and complete access to VPD's and the City's information and documents to ensure compliance with this Agreement as more fully set forth herein. The City is committed to allocating all costs necessary to comply with the terms of this Agreement and will pay all reasonable costs and expenses of the Evaluator as set forth in this Agreement.

### **A. Selection of Evaluator**

1. The parties met and conferred and selected Jensen Hughes, located at 10 South Wacker Drive, Suite 1300, Chicago, Illinois 60606, as the Evaluator. Jensen Hughes has sufficient expertise and available time to perform the duties set forth in this Agreement. The Evaluator will assess the City's progress in implementing and achieving compliance with the Agreement and report on the status of implementation to the Parties; work with the Parties to address any

barriers to compliance; and assist the Parties to informally resolve disputes or differences should they emerge.

2. The Evaluator shall be subject to the supervision of DOJ, consistent with this Agreement and the Oversight and Reform Plan. The Evaluator shall have the duties, responsibilities, and authority necessary to carry out the terms of this Agreement. The Evaluator shall not, and is not intended to, replace or assume the role and duties of the Chief of Police or the DOJ. The DOJ will ultimately decide whether VPD is in Substantial Compliance with the provisions herein.

3. In order to assess and report on VPD's implementation of this Agreement and whether implementation is resulting in constitutional policing, the Evaluator shall conduct qualitative and quantitative compliance reviews, audits, and outcome assessments as specified herein, and such additional audits, reviews, and assessments that the Evaluator or Parties deem appropriate. The Evaluator may set frequent and regular meetings that the City and VPD must attend to ensure compliance with the Agreement.

## **B. Compliance Reviews and Audits**

1. The Evaluator shall conduct compliance reviews or audits as necessary to determine whether VPD has implemented and continues to comply with the Material Requirements of this Agreement. A "Material Requirement" is a requirement that has a significant relationship to achieving the purposes of this Agreement.

2. This Agreement will be evaluated under the standard of Substantial Compliance. To achieve "Substantial Compliance" hereunder, the City and VPD must demonstrate that they have:

- a. incorporated all Material Requirements into policy;
- b. trained relevant personnel as necessary to fulfill their responsibilities pursuant to the Material Requirements; and

c. ensured that each Material Requirement is being carried out in practice. No specific numerical test shall be required to demonstrate Substantial Compliance, so long as VPD is demonstrating Substantial Compliance and adherence with the Material Requirements, continual improvement, and the overall purpose of the Material Requirements has been met. Non-compliance with mere technicalities, or temporary or isolated failure to comply during a period of otherwise sustained compliance, will not constitute failure to achieve or maintain Substantial Compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance will not constitute compliance.

3. Compliance reviews and audits will contain both qualitative and quantitative elements as necessary for reliability and comprehensiveness. Where appropriate, the Evaluator will make use of audits conducted by VPD's Professional Standards Division, taking into account the importance of internal auditing capacity and independent assessment of this Agreement.

4. Where the Evaluator recommends and the Parties agree, the Evaluator may refrain from conducting a compliance audit or review of a requirement previously and consistently found to be in compliance by the Evaluator pursuant to audit or review. Thereafter, VPD and/or the City will be deemed to have achieved compliance with those requirements for purposes of this Agreement, absent evidence to the contrary.

### **C. Outcome Assessments**

1. In addition to compliance reviews and audits, the Evaluator shall conduct qualitative and quantitative outcome assessments to measure whether VPD's implementation of this Agreement has achieved the desired results. These outcome assessments may include collection and analysis, both quantitative and qualitative, of the following outcome data:

a. Use of Force Measurements, including:

- i. the rate of force used by VPD per arrest, reporting district, i.e., street address, neighborhood, or reporting district, type of arrest, and demographic category;
  - ii. the number and rate of uses of force resulting in training or tactical reviews, with formal discipline and/or with informal corrective action; and
  - iii. the number and rate of use of external force complaints that result in formal administrative investigations/reviews, and in which each finding is supported by a preponderance of the evidence.
- b. Stop and Search Measurements, including:
  - i. the number and rate of stops and searches for which there is sufficient documented reasonable suspicion, overall and broken down by geographic area, type of arrest, and demographic category;
  - ii. the number and rate of searches that result in a finding of contraband, overall and broken down by authority to conduct search, reporting district, type of arrest, and demographic category;
  - iii. the number and rate of arrests, overall and broken down by type of arrest and demographic category;
  - iv. the number of consensual searches conducted overall and broken down by reporting area, type of arrest and demographic category;
- c. Supervision Measurements, including initial identification of officer violations and performance problems by supervisors, including Sergeants, Lieutenants, and Captains, and effectiveness of supervisory response.
- d. Complaints made by the public, the various categories of those complaints, and the findings made.

2. In conducting audits, reviews, and outcome assessments, the Evaluator may use any relevant data collected and maintained by VPD that the Evaluator and Parties deem reasonably reliable and sufficiently complete.

**D. Oversight and Reform Plan and Review Methodology**

1. The Evaluator will develop and complete an annual Oversight and Reform Plan, including proposed deadlines for implementation for conducting the compliance reviews and audits (Oversight and Reform Plan). It is the Parties' intent that the development of the annual Oversight and Reform Plan will require input from VPD, and VPD agrees to work with the Evaluator to achieve the Oversight and Reform Plan. This Oversight and Reform Plan will include specific deadlines and timelines for the implementation of this Agreement, including:

- a. deadlines for the development of policies and training materials;
- b. schedules for conducting compliance reviews and outcome assessments; and
- c. the evaluation team assignments, which will include individuals with sufficient expertise and available time to perform the tasks under the Oversight and Reform Plan.

The Oversight and Reform Plan shall take into account available City and VPD resources and staffing and shall be designed with the intent that the work required by this Agreement can be completed within the five-year term hereof. The first Oversight and Reform Plan will cover the period from entry of this Agreement through June 30, 2025. All subsequent yearly Oversight and Reform Plans will cover each subsequent fiscal year.

2. The Oversight and Reform Plan will include standardized processes and timelines for efficiently reviewing submitted materials and responding to inquiries related to the requirements of this Agreement. The Evaluator will provide technical assistance through regularly scheduled meetings and in response to VPD inquiries. The Evaluator will generally provide written

feedback after group meetings within ten business days. The feedback will include identifying gaps in VPD's compliance and providing direction and guidance on improvements and next steps for efficiently achieving substantial compliance.

3. The Oversight and Reform Plan will be submitted to DOJ for approval within 120 days of the execution of this Agreement by all Parties.

4. Upon approval by DOJ, the Evaluator will submit the Oversight and Reform Plan to VPD for final review and approval. VPD will have 30 days to either approve or propose changes to the Oversight and Reform Plan. If VPD proposes changes, the Evaluator and DOJ will have 15 days to accept or object to those changes. If the Evaluator and DOJ object to any of the proposed changes, the Evaluator will provide the rationale for the objection in writing, and the Parties will attempt to confer to resolve the disagreement.

5. If after good-faith attempts, disagreement regarding the Oversight and Reform Plan remains unresolved between the Parties and/or Evaluator so that the Oversight and Reform Plan is not approved by the Parties, and the disagreement remains unresolved, the DOJ will make the final determination.

6. For each subsequent year, the Evaluator will develop a detailed Oversight and Reform Plan for implementation hereof. The approval of the subsequent Oversight and Reform Plans will follow the same process set forth in Section 9, Paragraph D. 1. through 5. of this Agreement.

7. At least 30 days prior to the initiation of any outcome measure assessment or compliance review, the Evaluator shall submit a proposed methodology for the assessment or review to the Parties. The Parties shall submit any comments or concerns they have regarding the proposed methodology to the Evaluator within 21 days of receipt of the Evaluator's notification. The



Evaluator shall modify the methodology as necessary to address any concerns, or shall inform the Parties in writing of the reasons they are not modifying the methodology as proposed.

**E. Development of Policies, Procedures, and Training**

1. VPD will submit all related policies, training curricula, and lesson plans required to be written, revised, or maintained by the Agreement to the Evaluator and DOJ prior to publication and implementation. The Parties will share draft policies and meet as needed to reach agreement on whether revised policies and training materials are in compliance with the requirements of this Agreement, the Constitution, federal and statutory law, best practices, and current professional standards.
2. Forty-five days before a compliance deadline, as set out in the Oversight and Reform Plan, the Parties will submit the policy, training curriculum, or lesson plan to the Evaluator for review. The Evaluator will provide written comments to DOJ and VPD, which the DOJ shall consider in determining whether to approve the policy, training curriculum, and lesson plan.
3. If VPD, DOJ, and the Evaluator do not all agree that the policy, training curriculum, or lesson plan is consistent with this Agreement, legal requirements, best practices, and current professional standards, either Party or the Evaluator will provide the rationale for its objection in writing and the Parties and Evaluator will attempt to confer to resolve the disagreement. If the disagreement remains unresolved, DOJ will make the final determination.
4. VPD will begin implementation of policies and procedures within 30 days of DOJ approval unless otherwise specified or agreed to by the Parties in the Oversight and Reform Plan.
5. Within 30 days after issuing a policy or procedure pursuant to this Agreement, VPD shall ensure that all relevant VPD personnel have received, read, and understand their responsibilities pursuant to the policy or procedure, including the requirement that each officer or employee

report violations of policy; that supervisors of all ranks shall be held accountable for identifying and responding to policy or procedure violations by personnel under their command; and that personnel will be held accountable for policy and procedure violations. VPD shall document that each relevant VPD officer or other employee has received, read, and sufficiently understands the policy. Training beyond roll call or similar training will be necessary for many new policies to ensure officers understand and can perform their duties pursuant to the policy.

6. Within 90 days from the effective date of the Agreement, VPD shall ensure that each VPD personnel member is advised of the contents of this Agreement and the responsibilities of each officer and employee pursuant to it. VPD will provide the Evaluator with evidence of completion of this provision 30 days thereafter.

7. All training will include evaluating that employees are appropriately comprehending, retaining, and applying the knowledge and skills conveyed during the training required by this Agreement. Based on results of testing, audits, complaints, investigations or other reviews, if a need for remediation is identified, VPD will provide additional training as needed to officers, supervisors, and Lieutenants that is sufficient in duration and scope to ensure that all officers can consistently and effectively carry out VPD's policies.

8. VPD shall completely and accurately record information regarding VPD officers' training attendance.

#### **F. Evaluator Recommendations and Assessments**

1. The Evaluator may also make recommendations to the Parties regarding measures necessary to ensure timely, Substantial Compliance with this Agreement and its underlying objectives. Such recommendations may include a recommendation to change, modify, or amend

a provision of this Agreement, a recommendation for additional training, or a recommendation to seek technical assistance.

2. The Evaluator may also, at the request of either Party, provide technical assistance consistent with this Agreement.

3. The Evaluator shall conduct a comprehensive assessment covering the Effective Date to June 30, 2025, to determine whether and to what extent:

- a. the outcomes intended by this Agreement have been achieved; and
- b. any modifications to this Agreement are necessary for continued achievement in light of changed circumstances or unanticipated impact, or lack of impact, of a requirement.

The Parties may also propose modifications to the Evaluator. Based upon this comprehensive assessment, the Evaluator shall recommend what modifications to this Agreement, if any, are necessary to achieve and sustain intended outcomes. Where the Parties agree with the Evaluator's recommendations, the Parties shall work to adopt mutually acceptable modifications of this Agreement. All subsequent yearly comprehensive assessments will cover each subsequent fiscal year.

#### **G. Evaluator Reports**

1. The Evaluator will issue to DOJ and VPD a report annually detailing the progress in implementing the Agreement and achieving compliance with the Agreement. The reports will include:

- a. a description of the work conducted by the Evaluator during the reporting period;
- b. a listing of each requirement of this Agreement indicating, which requirements have been: (1) incorporated into policy; (2) the subject of sufficient training for all relevant VPD officers and employees; (3) reviewed or audited by the Evaluator to determine

- whether they have been fully implemented in actual practice, including the date of the review or audit; and (4) found by the Evaluator to have been fully implemented in practice;
- c. the methodology and specific findings for each audit or review conducted, redacted as necessary for privacy concerns. The underlying data for each audit or review will not be publicly available but will be retained by the Evaluator and provided to either or both Parties upon request;
  - d. for any requirements that were reviewed or audited and found not to have been fully implemented in practice, the Evaluator's recommendations regarding necessary steps to achieve compliance;
  - e. the methodology and specific findings for each outcome assessment conducted;
  - f. a qualitative assessment of VPD's progress in achieving the desired outcomes for each area covered by this Agreement, noting issues of concern or particular achievement; and a projection of the work to be completed during the upcoming reporting period and any anticipated challenges or concerns related to implementation of, and achieving compliance, herewith.
2. The Evaluator shall provide a copy of the report to the Parties in draft form at least 45 days prior to its due date. The Parties will meet to discuss any comments on the report, and the Evaluator shall consider the Parties' comments and edit the report if appropriate before issuing the report.
3. The reports shall be public with the exception of material covered by applicable privacy or confidentiality laws. Any parts of the reports that identify specific officers or supervisors will not be made public. To facilitate public access to the reports, VPD shall issue a public statement

letting the community know that the report has been issued, and it will post the reports to its public website. VPD will also hold a community forum to discuss its progress on the reforms and to address any questions regarding the annual report.

#### **H. Public Statements, Testimony, and Conflicts of Interest**

1. Except as required or authorized by the terms of this Agreement or the Parties acting together, the Evaluator, including for the purposes of this paragraph, any agent, employee, or independent contractor thereof, shall not make any public statements or issue findings with regard to any act or omission of VPD, or their agents, representatives, or employees, or disclose non-public information provided to the Evaluator pursuant to this Agreement. Prior to making any press statement regarding their employment or monitoring activities under this Agreement, the Evaluator shall first provide notice to both the DOJ and VPD and obtain prior authorization from DOJ.

2. The Evaluator or any member or employee of the Evaluator shall not testify or be compelled to testify in any litigation or proceeding with regard to any act or omission of VPD or any of its agents, representatives, or employees related to this Agreement or regarding any matter or subject that the Evaluator may have received knowledge of as a result of their performance under this Agreement.

3. Unless such conflict is waived by the Parties, the Evaluator shall not accept employment or provide consulting services that would present a conflict of interest with the Evaluator's responsibilities under this Agreement, including being retained, on a paid or unpaid basis, by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against VPD, the City, or its departments, officers, agents, or employees. This

provision does not preclude the Evaluator from being retained by DOJ on other matters unrelated to VPD.

4. The Evaluator is not a state or local agency or an agent thereof, but has the authority to carry out the terms of this Agreement. As such, the Evaluator shall not be considered a “member of the public” within the meaning of Government Code section 6254.5 when requesting and receiving confidential and/or privileged information from the City or VPD pursuant to this Agreement. Accordingly, the records maintained by the Evaluator shall not be deemed public records subject to public inspection, nor shall the City or VPD’s confidential nonpublic information be deemed public records upon their disclosure to the Evaluator.

5. The Evaluator shall not be liable for any claim, lawsuit, or demand arising out of the Evaluator’s performance pursuant to this Agreement.

**I. Communication Between Evaluator and Parties**

1. The Evaluator and VPD will be in regular communication in order to implement the terms of this Agreement. The Evaluator will also maintain regular contact with the Parties in order to ensure effective and timely communication regarding the status of the VPD’s implementation of, and compliance with, this Agreement. To facilitate this communication, the Evaluator will conduct meetings every two months, or as needed, which will include participation by VPD, representatives of the City, and DOJ.

**J. Access and Confidentiality**

1. To facilitate its work, the Evaluator may conduct on-site visits and assessments without prior notice to the City or VPD. The Evaluator shall have access to all necessary individuals, facilities, and documents, which shall include access to trainings, meetings, and reviews, such as

critical incident reviews, other reviews of use of force incidents, and disciplinary hearings relating to the work under this Agreement.

2. The City or VPD shall provide the Evaluator with office space and reasonable office support, such as office furniture, secure internet access, telephone, secure document storage, and photocopying, faxing, and scanning equipment, that the Evaluator may require while in the City.

3. VPD shall ensure that the Evaluator shall have full and direct access to all City and VPD staff, employees, and facilities that the Evaluator reasonably deems necessary to carry out the duties assigned to the Evaluator by this Agreement. The Evaluator shall cooperate with the City and VPD to access people and facilities in a reasonable manner that, consistent with the Evaluator's responsibilities, minimizes interference with daily operations.

4. VPD shall ensure that the Evaluator and DOJ shall have full and direct access to all VPD documents and data that the Evaluator reasonably deems necessary to carry out the duties assigned to the Evaluator by this Agreement, except any documents or data protected by the attorney-client privilege. The attorney-client privilege may not be used to prevent the Evaluator or DOJ from observing reviews, meetings, and trainings such as use of force review boards; disciplinary hearings; or discussions of misconduct complaint investigations. If VPD declines to provide access to documents or data based on attorney-client privilege, VPD shall inform the Evaluator and DOJ that it is withholding documents or data on this basis and shall provide the Evaluator and DOJ with a log describing the documents or data.

5. For the purpose of implementing this Agreement, DOJ and its consultative experts and agents shall have full and direct access to all VPD staff, employees, facilities, documents, and data that have pertinent information about VPD. DOJ and its consultative experts and agents shall cooperate with VPD to access involved personnel, facilities, and documents in a reasonable

manner that, consistent with DOJ's responsibilities to enforce this Agreement, minimizes interference with daily operations.

6. The Evaluator or DOJ shall provide the City with reasonable notice of a request for copies of documents or data. Upon such request, the City and/or VPD shall provide in a timely manner copies, electronic, where readily available, of the requested documents to the Evaluator and DOJ.

7. The Evaluator shall have access to all records and information relating to criminal investigations of VPD officers as permissible by law and in the possession and control of VPD. The Evaluator shall have access to all documents in criminal investigation files that have been closed by VPD. The Evaluator shall also have reasonable 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.

8. Any disclosure of confidential and/or privileged information provided by the City or VPD to the Evaluator or DOJ, and any disclosure of confidential and/or privileged information provided by the Evaluator to DOJ, the City, or VPD, shall constitute a disclosure made through legal proceedings within the meaning of Government Code section 6254.5, subdivision (b) and (e), and such disclosure is not a waiver under Government Code section 6254.5. Additionally, all documents will be requested and produced to DOJ under this Agreement pursuant to DOJ's subpoena power set forth in Government Code sections 1181 and 1183. Any disclosure of confidential and/or privileged information provided by the City or VPD to the Evaluator or DOJ shall be protected from disclosure by any and all confidentiality laws, rules and regulations in effect at the time of this Agreement. Accordingly, the Evaluator and DOJ shall maintain all non-public information provided by VPD and the City in a confidential manner. Other than as



expressly provided herein, this Agreement shall not be deemed a waiver of any privilege or right the VPD or City may assert, including those recognized at common law or created by statute, rule, or regulation, against any other person or entity with respect to the City's disclosure of any document to the Evaluator or DOJ.

**K. VPD Compliance Coordinator**

1. The Parties agree that VPD will hire and retain or assign a current VPD management-level employee to serve as the Compliance Coordinator for the duration of the Agreement. The Compliance Coordinator will serve as a liaison between VPD, the City, the Evaluator, and DOJ, and will assist with ensuring VPD's compliance with the Agreement. At a minimum, the Compliance Coordinator will:

- a. coordinate compliance and implementation activities;
- b. facilitate the timely provision of data, documents, and other access to VPD employees and material to the Evaluator and DOJ, as needed;
- c. ensure that all documents and records are maintained as provided herein; and
- d. assist in assigning compliance tasks to VPD personnel, as directed by the Chief or his designee. The Compliance Coordinator will take primary responsibility for collecting the information the Evaluator requires to carry out the terms of this Agreement.

2. The VPD Compliance Coordinator shall track repeated violations of the provisions of this Agreement or deficiencies and the corrective action taken, if any.

**L. Evaluator Budget and Payment**

1. Concurrent with Vallejo's receipt of the Oversight and Reform Plan, the Evaluator shall submit a proposed budget to the Parties for approval. The first proposed budget will run from the

Effective Date of this Agreement through June 30, 2025. Thereafter, no later than January 30 of each year, the Evaluator will provide the Parties with a proposed budget for the subsequent fiscal year from July 1 through June 30.

2. The City shall bear all fees and costs of the Evaluator under the proposed budget. In approving budgets, the Parties recognize the importance of ensuring that all fees and costs borne by the City are reasonable. The Parties shall work with the Evaluator to reach mutually agreed upon reasonable limits on the Evaluator's fees and costs.

3. In the event that a dispute arises regarding the reasonableness of the Evaluator's proposed budget or any increase to the budget, including the City's ability to pay, and the timing of work and payment under the Oversight and Reform Plan, the Parties and the Evaluator shall attempt to resolve such dispute cooperatively. In the event such dispute cannot be resolved, the Parties shall utilize the dispute resolution process set forth in Section 10. Paragraph A. 4.

4. Within 30 business days of full execution of this Agreement, the City shall deposit with DOJ a minimum of \$300,000, which shall be held in an interest-bearing account. DOJ shall pay the Evaluator from this account. The Attorney General shall notify the City any time the balance in the account reaches less than \$100,000, and the City shall, within 10 business days of receiving such notice, deliver to DOJ sufficient funds to return the account's balance to \$300,000, not to exceed the approved budget in a fiscal year. When this Agreement is deemed fully complete by the Parties, all funds remaining in the account shall be returned to the City.

5. The Evaluator will provide the Parties with 30-days' notice if it appears that the annual proposed budget will be exceeded in any fiscal year. In the event of this occurrence, the Parties and Evaluator will meet as soon as possible, but no later than five business days, to discuss the remaining work and anticipated costs under that year's Oversight and Reform Plan. The Parties

shall work with the Evaluator to reach mutually agreed upon reasonable limits on the Evaluator's fees and costs for the remainder of the fiscal year, and the Evaluator will provide a new projected budget for the remainder of the fiscal year. The City shall deposit additional funds with DOJ within 30 days of the Evaluator providing the newly projected and agreed-upon budget. In the event that the increased proposed budget is not approved by the City, the provisions of Section 10, Paragraph A. 4. will apply.

6. The Evaluator will submit monthly monitoring invoices to the City and VPD for approval, detailing each expense along with any documentation necessary to justify each expense. The City will notify DOJ in writing within 21 days that DOJ is authorized to pay the Evaluator's invoice. The City will not unreasonably withhold approval. If the City believes that any of the Evaluator's costs are not reasonable, the City shall meet and confer with the DOJ within 21 days of the receipt of each invoice. If the Parties cannot reach agreement, the provisions of Section 10, Paragraph A. 4., shall apply.

7. The Evaluator, at any time after their appointment, may request to be allowed to hire, employ, or contract such additional persons or entities, as are reasonably necessary to perform the tasks assigned to the Evaluator by this Agreement, provided that those expenditures fall within the approved budget. The Evaluator will notify the City and DOJ in writing if the Evaluator wishes to select additional persons or entities. The notice will identify and describe the qualifications of the person or entity to be hired or employed, the task to be performed, and confirm that the selected persons or entities to be hired have sufficient professional capacity to perform the work to be assigned under the Oversight and Reform Plan. The City and DOJ must both approve of the person or entity before they may be hired or employed, although substantial

deference will be afforded to the Evaluator's choice. Any person or entity hired or otherwise retained by the Evaluator will be subject to the provisions of this Agreement.

8. At any time, the Evaluator may submit proposed revisions to the approved budget to the Parties for approval, along with any explanation of the reason for the proposed revision. Such proposed changes may only be implemented upon written agreement of the Parties.

9. In the event that the Evaluator is no longer able to perform their functions, the City and DOJ will together select a replacement Evaluator, acceptable to both. The Parties' selection of the Evaluator will be made pursuant to a method jointly established by DOJ and the City. If the Parties are unable to agree on an Evaluator or an alternative method of selection within 60 days of the Evaluator's incapacitation, each Party will submit the names of three qualified candidates, or three groups of candidates, along with resumes and cost proposals, and each Party beginning with DOJ shall strike one name until only one name remains on this list. The remaining name shall be appointed as the new Evaluator.

10. Should either of the Parties to this Agreement determine that the Evaluator or any member of the Evaluator's consulting teams, their agents, employees, or independent contractors have exceeded their authority or failed to satisfactorily perform the duties required by this Agreement, the Parties shall meet and confer in a good faith attempt to resolve the concern or select a substitute Evaluator by the process identified above.

## **SECTION 10 MODIFICATION OF THE AGREEMENT AND ENFORCEMENT**

### **A. Enforcement of Agreement**

1. Substantial compliance with all of the terms of this Agreement resolves all of the State of California's claims under the state and federal constitutions and Civil Code section 52.3 against

VPD and the City. No prior drafts or prior contemporaneous communications, oral or written, will be relevant or admissible for the purposes of determining the meaning of any provisions herein in any litigation or other proceeding.

2. This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. If the City establishes or reorganizes a municipal government agency or entity whose function includes overseeing, regulating, accrediting, investigating, or otherwise reviewing the operations of VPD or any aspect thereof, the City agrees to ensure these functions and entities are consistent with the terms of the Agreement and will incorporate the terms of the Agreement into the oversight, regulatory, accreditation, investigation, or review functions of the government agency or entity as necessary to ensure consistency. If there comes a time when the VPD ceases to operate and the City must contract with a municipal, county or state law enforcement agency to completely take over law enforcement services, the Agreement shall not apply to those agencies, and will be suspended until such time that the City reconstitutes its police department. The City will ensure to the best of its abilities that any agency it may contract with to assist VPD in carrying out its law enforcement operations will engage in constitutional policing within the spirit of this Agreement.

3. The Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement. This Agreement is the product of a settlement agreement between the parties and does not constitute any admission regarding allegations or a finding of a pattern or practice of unconstitutional conduct by the City, VPD or any official, officer, employee, or agent of either of them. Nothing in this Agreement is intended

to or may be used by third parties to create liability by or against the City or VPD or any of their officials, officers, agents, or employees under any federal, state, or municipal law, including 42 U.S.C. §1983.

4. Unless stated otherwise in the Agreement, if either party disagrees with any aspect of the implementation of the Agreement, that party will engage in good faith consultation with the other party and the Evaluator to attempt to resolve the disagreement. If the disagreement persists, that party will, within 10 business days of the apparent impasse, inform the other Parties and the Evaluator in writing of the fact of the disagreement. Within 21 business days thereafter, the Parties will meet and confer on the disagreement at a mutually agreeable time. If the parties cannot resolve the disagreement after meeting and conferring, the parties agree to pursue mediation. To choose a mediator, each Party will submit the names of three qualified mediators, and each Party beginning with DOJ shall strike one name until only one name remains on this list. The remaining name shall be appointed as the mediator.

5. This paragraph applies only to partial termination of the Agreement. If VPD has maintained substantial compliance of a specific requirement of this Agreement for two years, with only minor or isolated deviations, the Evaluator may recommend terminating that specific requirement of the Agreement. The Parties may jointly agree to remove that requirement and remove the applicable paragraph or sections of this Agreement after the two-year period of sustained substantial compliance.

6. DOJ acknowledges the good faith of the City and VPD in trying to address the measures that will ensure constitutional policing in the City. However, DOJ reserves its right to seek enforcement of the provisions of the Agreement if it determines that the City and/or VPD have

failed to fully comply with any provision of this Agreement. DOJ agrees to consult with officials from the City and VPD before commencing enforcement proceedings.

7. Failure to adhere to any of the commitments and obligations in the Agreement, including but not limited to any deadlines or specified time periods, constitutes a breach of the Agreement. Any such breach shall be subject to the terms of this Agreement.

8. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision will not affect the validity of any other part of the Agreement. The Parties will meet and confer within 15 days after a court's decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.

9. This Agreement addresses unique circumstances, and will not serve as precedent or past practice for resolving any other matter involving the DOJ.

10. For the duration of this Agreement, the City and VPD will preserve and maintain all records and documents, including all electronically stored information, used to compile required reports and all other documents related to its compliance with the Agreement.

11. The DOJ may enforce the terms of this Agreement. In the event that the DOJ determines that there has been a breach of this Agreement by the City or VPD, DOJ, after Alternative Dispute Resolution efforts fail, may initiate judicial proceedings in the Alameda Superior Court to enforce the specific commitments and obligations of the City under this Agreement, or a civil action based on a pattern or practice of unconstitutional or unlawful conduct, or any other judicial proceedings that DOJ deems appropriate. The Parties agree that, prior to the initiation of judicial proceedings, they will negotiate in a good faith effort to resolve the breach for 30 days or until an impasse is reached. The City and VPD will be responsible for any additional costs

incurred if a court determines that there has been a breach of the Agreement, including but not limited to any additional compensation to the Evaluator that is required to complete the terms of the Agreement.

### **B. Modification of Agreement**

1. The Evaluator, City, and DOJ may jointly agree to make changes, modifications, and amendments to the Agreement. The changes, modifications, and amendments to the Agreement will be encouraged when the Parties agree, or where the reviews, assessments, and/or audits of the Evaluator demonstrate, that provision of the Agreement as drafted is not furthering the purpose of the Agreement or that there is a preferable alternative that will achieve the same purpose. No change, modification, or amendment to the Agreement will have any force or effect if not set forth in writing and signed by all the Parties to the Agreement.

2. Any time limits for performance imposed by the Agreement may be extended by the mutual agreement, in writing, by DOJ, VPD, and the City.

3. The Parties shall notify each other of any court or administrative challenge to the Agreement and will oppose any third-party intervention to the Agreement.

### **C. Compliance with the Meyers Milias Brown Act (MMBA) and Attorney General requests for information**

1. Nothing in this Agreement is intended to: (a) alter the existing collective bargaining agreements; (b) impede the City's compliance with MMBA; or (c) impair the collective bargaining rights of employees under State and local law. Nothing in this Agreement is intended to amend or supersede any provision of State or local law. The City shall not be determined to be out of compliance with or in violation of any requirement of this Agreement by reason of its good faith participation in collective bargaining obligations.



2. The Attorney General's Office may make reasonable requests to VPD for additional information demonstrating its compliance with any provision(s) of this Agreement. VPD shall furnish such information within 30 days after the request is made unless another date is agreed upon in writing.

**D. Legal Rights and Requirements**

1. This Agreement shall take effect immediately upon full execution by all the Parties.
2. Nothing in this Agreement alters the requirements of federal or state law to the extent these laws may currently, or upon future amendment will, offer greater protection.
3. Nothing in this Agreement limits the powers vested in the Attorney General by the California Constitution and state statutory law, including Government Code section 11180, et seq., to oversee or enforce any California laws or regulations, whether addressed in this Agreement or not. The Attorney General may utilize these powers to monitor the City's and VPD's compliance with the terms of the Agreement, or to address distinct and unrelated investigation or enforcement of California law. Nothing in this Agreement shall abrogate the confidentiality of any materials or information obtained by DOJ during its investigation of VPD, except as provided by law.
4. The provisions of this Agreement shall apply to the City and VPD, as well as their successors, directors, officers, employees, agents, independent contractors, partners, associates, and representatives of each of them, except as specified in Section 9, Paragraph A. 2., with respect to their activities in the State of California.

**SECTION 11  
TERMINATION**

**A. Timeline of Agreement**

1. The Parties anticipate that VPD and the City can reach Substantial Compliance with the Material Requirements of this Agreement within five years of the Effective Date.
2. The Parties may jointly agree to terminate this Agreement at any time after three years of the Effective Date if the Parties believe that VPD has reached Substantial Compliance with the Material Requirements of this Agreement, and has maintained that compliance for one year. If, at any time after three years from the Effective Date, the Parties disagree about whether VPD has been in Substantial Compliance for one year, either party may seek to enforce this Agreement. In the case of termination sought by the City or VPD, prior to filing an action to enforce, the City and VPD agree to notify DOJ in writing when the City or VPD has determined that VPD is in Substantial Compliance with this Agreement, and that such compliance has been maintained for no less than one year. Thereafter, the Parties shall promptly confer as to the status of compliance. The Evaluator will certify whether he/she agrees that the City and VPD are in Substantial Compliance with the Material Requirements of this Agreement, or portions of the Agreement, for at least one year, at the time of the notification. No later than 21 business days thereafter, the Parties will meet and confer at a mutually agreeable time as to the status of compliance. If, after a reasonable period of consultation and the completion of any additional audit or evaluation that DOJ and/or the Evaluator may wish to undertake, including on-site observations, document review, or interviews with the City and VPD personnel, the Parties cannot resolve any compliance issues, the City and/or VPD may file an action to enforce the Agreement. The Evaluator's certification shall be admissible in any such action. At all times, VPD shall bear the burden of demonstrating Substantial Compliance with the Material Requirements of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

For the STATE OF CALIFORNIA:

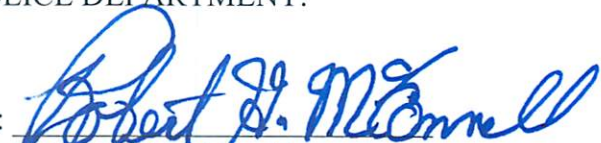
Rob Bonta  
Attorney General of the State of California  
Pamela J. Holmes  
Senior Assistant Attorney General  
Joshua Piovia-Scott  
Allison Elgart  
Deputy Attorneys General

By: \_\_\_\_\_

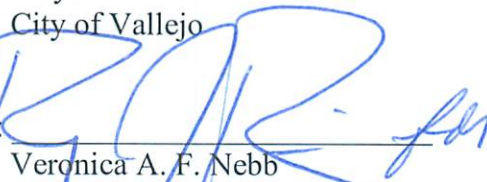
Pamela J. Holmes  
Senior Assistant Attorney General  
*Attorneys for Plaintiff, The People of the  
State of California*

For the CITY OF VALLEJO and the VALLEJO POLICE DEPARTMENT:


By: \_\_\_\_\_

  
Robert H. McConnell  
Mayor  
City of Vallejo

By: \_\_\_\_\_

  
Veronica A. F. Nebb  
City Attorney  
Vallejo City Attorney's Office

By: \_\_\_\_\_

  
Michael Malone  
City Manager  
City of Vallejo

By: \_\_\_\_\_

  
Jason Ta  
Vallejo Police Department  
Interim Chief of Police

For the STATE OF CALIFORNIA:

Rob Bonta  
Attorney General of the State of California  
Pamela J. Holmes  
Senior Assistant Attorney General  
Joshua Piovia-Scott  
Allison Elgart  
Deputy Attorneys General

By: /s/ Pamela J. Holmes  
Pamela J. Holmes  
Senior Assistant Attorney General  
*Attorneys for Plaintiff, The People of the  
State of California*

For the CITY OF VALLEJO and the VALLEJO POLICE DEPARTMENT:

By: \_\_\_\_\_  
Robert H. McConnell  
Mayor  
City of Vallejo

By: \_\_\_\_\_  
Veronica A. F. Nebb  
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City Manager  
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By: \_\_\_\_\_  
Jason Ta  
Vallejo Police Department  
Interim Chief of Police