

1 EDMUND G. BROWN JR.
Attorney General of California
2 LOUIS VERDUGO, JR.
Senior Assistant Attorney General
3 State Bar No. 73021
ANGELA SIERRA
4 Supervising Deputy Attorney General
State Bar No. 126374
5 300 South Spring Street, Suite 1702
Los Angeles, CA 90013
6 Telephone: (213) 897-2177
Fax: (213) 897-7605
7 E-mail: louis.verdugo@doj.ca.gov
Attorneys for Plaintiff
8

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12

13
14 THE PEOPLE OF THE STATE OF
CALIFORNIA, EX REL., EDMUND G.
15 BROWN JR., ATTORNEY GENERAL OF
THE STATE OF CALIFORNIA ,

16 Plaintiff,

17 V.

18 THE CITY OF MAYWOOD,
19

20 Defendant.
21

CASE NO.

**STIPULATION FOR ENTRY OF
JUDGMENT**

22 **GENERAL PROVISIONS**

23 1. In this action, plaintiff, the People of the State of California by Edmund G. Brown Jr.,
24 Attorney General of the State of California ("Attorney General"), has filed a Complaint for
25 Violation of Civil Code section 52.3, seeking injunctive relief against the City of Maywood to
26 enjoin it from engaging, through the Maywood Police Department ("MPD") and its police
27 officers, in a pattern or practice of violating the civil rights of persons present within its
28

1 jurisdiction.

2 2. In the Complaint, the Attorney General alleges that, because of defective or inadequate
3 policies, practices, and procedures, the City of Maywood through the MPD and its officers, has
4 engaged in, and if not enjoined will continue to engage in, a pattern or practice of depriving
5 persons of rights, privileges, or immunities, secured or protected by the Constitution or laws of
6 the United States or the Constitution or laws of California.

7 3. Although the City of Maywood denies all allegations in the Complaint, the parties wish
8 to resolve this litigation and enter into this Stipulation for Entry of Judgment. The City of
9 Maywood acknowledges the jurisdiction and constitutional duty of the Attorney General to
10 ensure the uniform and adequate enforcement of all laws and to maintain this action under Civil
11 Code section 52.3, and does not contest the Attorney General's authority to obtain the relief
12 sought in the Complaint filed in this action. The City of Maywood further agrees that the
13 Superior Court of the State of California has subject matter jurisdiction over the allegations of the
14 Complaint.

15 4. This Stipulation for Entry of Judgment represents a fair, reasonable and equitable
16 settlement of this action. For purposes of this Stipulation, nothing herein shall be construed as an
17 acknowledgment, admission, or evidence of liability by the City of Maywood of any violation of
18 law or of any issue of law or fact, and, except as expressly provided herein, nothing shall
19 prejudice, waive, or impair any right, remedy, or defense that the City of Maywood may have in
20 any legal proceeding other than a proceeding brought by the Attorney General to enforce the
21 terms of the Judgment to be entered in this action.

22 5. The City of Maywood denies each and every allegation of the Complaint that is to be
23 filed concurrently with this Stipulation for Entry of Judgment. Nothing in this Stipulation for
24 Entry of Judgment shall be construed as an acknowledgment, admission, or evidence of liability
25 under any federal, state, or local law, including but not limited to, California Constitution, article
26 I, sections 7 and 13, California Constitution, article V, section 13, Civil Code section 52.3, Penal
27 Code section 832.5, and the Fourth and Fourteenth Amendments to the United States
28 Constitution.

1 6. In addition, the Attorney General acknowledges that since March of 2008, the
2 Maywood City Council has undertaken certain voluntary actions to improve its ability to monitor
3 and provide oversight of the MPD. These voluntary actions have created an administrative
4 foundation to undertake the reforms proposed in this Stipulation and include the following:

5 A. The hiring of a City Attorney law firm that specializes in municipal law
6 with specific expertise in representation of municipalities, municipal police departments and
7 government ethics and reform.

8 B. The hiring of a well-respected veteran of municipal policing with the
9 appropriate education, experience and training to be the Chief of Police of the MPD.

10 C. The placement on the ballot and approval by voters of a local ballot
11 initiative titled the “Ethics in Government Hiring & Contracting Practices” measure (known as
12 “Measure M”) that codified certain management and operational reforms in the City’s Municipal
13 Code, including the following:

14 1. It made clear that the Chief Administrative Officer, now re-titled as
15 “City Manager,” is the administrative head of the City with the power to hire, discipline and
16 dismiss department heads and employees. This change removed the City Council’s authority to
17 hire and fire department heads and made the City Manager responsible for the oversight of all of
18 the City’s administrative operations, including the MPD.

19 2. It added provisions in the Municipal Code to describe the
20 composition of the Police Department, make clear that the chief of police (or any interim chief)
21 shall only be appointed by the City Manager and established minimum qualifications for the
22 position of chief of police to include (i) a bachelors degree from an accredited college or
23 university; and (ii) a minimum of 4 years of command-level experience at the rank of Lieutenant
24 or higher.

25 3. It established a City-wide nepotism policy to prohibit public
26 officials from participating in or lobbying for the appointment of family members to City
27 positions and contracts.
28

1 4. It established revised purchasing procedures for purchases of
2 supplies, equipment and securing of professional services. The revised procedures provide the
3 City with more flexibility in its purchasing operations, while making clear that bids are required
4 in every case, unless certain specified exceptions apply.

5 D. The hiring of a well-respected manager with over 26 years experience in
6 municipal management to be the Interim City Manager.

7 E. The initiation by the Police Chief of several of the reforms described in this
8 Stipulation.

9 7. While the Attorney General acknowledges the voluntary actions taken by the City of
10 Maywood, which are described in the preceding paragraph, he nevertheless believes that there
11 must be assurances that the reforms implemented by the City of Maywood remain in place and
12 that additional reforms must be implemented by the City of Maywood in order to prevent the type
13 of conduct and practices that are alleged in the Complaint on file in this action. The Attorney
14 General enters into this Stipulation in order to ensure that the MPD will be able to vigorously and
15 effectively prevent crime in a manner that is consistent with state and federal laws and the
16 Constitutions of the United States and the State of California.

17 8. Nothing in this Stipulation is intended to alter the existing collective bargaining
18 agreement between the City of Maywood and MPD employee bargaining units or to impair the
19 collective bargaining rights of employees in those units under state and local law. The parties
20 acknowledge that, under applicable state and local law, the implementation by the City of
21 Maywood of certain provisions of this Stipulation and Judgment entered pursuant thereto may
22 require compliance with the meet and confer or consulting process. The City of Maywood will
23 comply with any such legal requirements and will do so with a goal of concluding any such
24 processes in a manner that will permit the City of Maywood's timely implementation of the terms
25 of this Stipulation and Judgment entered pursuant thereto. The City of Maywood will give
26 appropriate notice to employee organizations representing bargaining units affected by this
27 Stipulation and Judgment entered pursuant thereto, and it will use its best efforts to process any
28 meet and confer demands that it may receive from such employee organizations. The City of

1 Maywood agrees to consult with the Attorney General on positions that it takes in any meeting
2 and conferring or consulting process connected with this Stipulation and Judgment entered
3 pursuant thereto. The City of Maywood further agrees that, subject to fulfilling all of its
4 obligations in the meet and confer process, the resolution of any impasse through mediation,
5 further meeting and conferring, and unilateral implementation, it will proceed to comply with all
6 provisions of this Stipulation and Judgment to be entered in this action that are determined to be
7 subject to the meet and confer process.

8 9. The Attorney General and the City of Maywood, and their attorneys of record, stipulate
9 and agree that the court may enter Judgment in this action pursuant to this Stipulation. Three
10 years from the date of entry of Judgment, the Attorney General will determine whether the City of
11 Maywood has substantially complied with all terms of the injunction that is to be embodied in the
12 Judgment that will be entered in this action. If the Attorney General determines that the City of
13 Maywood has substantially complied, the City of Maywood and the Attorney General will enter
14 into, and submit to the court for its approval, a stipulation that dissolves the permanent injunction.
15 If the Attorney General determines that the City of Maywood has not substantially complied and
16 the City of Maywood disagrees with that determination, the City of Maywood may move the
17 court for an order to dissolve the injunction. In ruling on any such motion, the court will apply
18 the rules and standards generally applicable to a motion to dissolve an injunction. If the City of
19 Maywood does not move the court to dissolve the injunction, or does move the court and such
20 motion is denied, the injunction will remain in effect until such time as either (1) the Attorney
21 General later determines the City of Maywood has substantially complied with all terms of the
22 Judgment to be entered in this action and the Attorney General and the City of Maywood stipulate
23 to the issuance by this court of an order dissolving the injunction or, (2) the City of Maywood
24 subsequently and successfully moves the court for an order dissolving the injunction on the
25 grounds that it has substantially complied with all terms of the injunction.

26 10. The Attorney General and the City of Maywood may jointly stipulate to make
27 changes, modifications, and amendments to this Stipulation and to the Judgment that will be
28 entered pursuant to this Stipulation, which shall be effective 30 days after a joint motion is filed

1 by the parties and granted by the court.

2 11. This Stipulation will constitute the entire integrated agreement of the parties. No
3 prior drafts or prior or contemporaneous communications, oral or written, will be relevant or
4 admissible for purposes of determining the meaning of any provisions herein in any litigation or
5 any other proceeding.

6 12. This Stipulation is binding upon the parties hereto by and through their officials,
7 agents, employees, and successors. This Stipulation and the Judgment to be issued pursuant to
8 this Stipulation are enforceable only by the parties. No person or entity is intended to be a third-
9 party beneficiary of the provisions of this Stipulation and the Judgment to be issued pursuant to
10 this Stipulation for purposes of any civil, criminal, or administrative action and, accordingly, no
11 person or entity may assert any claim or right as a beneficiary or protected class under this
12 Stipulation and the Judgment to be issued pursuant to this Stipulation.

13 **DEFINITIONS**

14 13. The term "Citizen Complaint" means any Complaint by a member of the public
15 regarding any MPD service, policy or procedure, employee misconduct and any allegation of
16 possible misconduct by an MPD police officer or employee. For purposes of this Stipulation, the
17 term "Citizen Complaint" does not include any allegation of employment discrimination.

18 14. The term "Complaint" means a citizen complaint or a complaint by any employee of
19 the MPD against another employee of the MPD regarding any MPD service, policy or procedure,
20 employee misconduct and any allegation of possible misconduct by an MPD police officer or
21 employee. The term "Complaint," as used herein, shall not include lawsuits or actions filed in a
22 court of competent jurisdiction in which the City is named as a defendant.

23 15. The terms "Complaint Procedure" and "Complaint Policy" mean the procedures set
24 forth in Section 1020 of the MPD Policy and Procedure Manual which are to be followed in
25 investigating any Complaint lodged with the MPD.

26 16. The term "City" means the City of Maywood acting through the Maywood City
27 Council.

28 17. The term "Command Staff" means the Chief of Police and the Captain of the MPD.

1 18. The terms “Community-Based Policing” and “Community-Oriented Policing” mean
2 the development and maintenance of a partnership with the community to address crime and
3 disorder issues through strategies and programs that involve the coordination of community and
4 other agency resources by law enforcement so as to ensure an effective response to community
5 needs.

6 19. The term “Community Policing” means acknowledging that the whole community,
7 and not just the police, is responsible for public safety. Community policing is a policing
8 philosophy and approach that encourages officers and civilian employees to know their
9 community, to listen to the community’s concerns, and to involve the community in problem-
10 solving efforts.

11 20. The term “Communications Center” means the public safety communications bureau
12 of the MPD responsible for police, fire, and medical aid dispatch as well as the assignment of
13 incident, file, and complaint numbers to MPD personnel.

14 21. The term “Complainant” means any person who files a Complaint with the MPD
15 against an MPD police officer or employee, or the MPD.

16 22. The term “Critical Incident” means any unplanned occurrence, event, or disaster
17 which threatens the peace or safety of the community, or which requires the implementation of an
18 incident command structure to manage assets and response.

19 23. The term “Debriefing” means the after-action process of discussion and
20 reconstruction of a critical incident with the goal of providing a record of lessons learned and
21 improving future performance.

22 24. The term “Displayed Sensitivity To” means awareness of and empathy toward all
23 persons who come into contact with officers of the MPD.

24 25. The term “Diversity Training” means any seminar, assignment or curriculum which is
25 provided with the goal of promoting an increased cross-cultural awareness and its application to
26 professional interaction in the workplace.

27 26. The terms “Document” and “Record” include all “writings and recordings” as defined
28 by California Evidence Code section 250.

1 27. The terms “Early Intervention System” or “Early Warning System” means a data
2 based police management tool used to identify officers whose behavior or performance is
3 problematic as well as any organizational trends in such behaviors, followed by supervisory
4 interventions to correct and prevent such deficiencies in the future.

5 28. The term “Effective Date” means the day on which the Judgment Pursuant to
6 Stipulation is entered by the court in this action.

7 29. The term “Field Training Officer” means an experienced police officer who provides
8 on-the-job training and supervision of probationary police officers during the Field Training
9 Evaluation Program of the MPD, while also serving as a patrol officer.

10 30. The term “Including” means “including but not limited to.”

11 31. The term “Inquiry” means a Citizen Complaint stemming from dissatisfaction with an
12 MPD employee’s actions that are otherwise consistent with policy, procedure and law and may be
13 resolved informally but should be documented.

14 32. The term “Internal Affairs” means the MPD Professional Standards Unit of the
15 Personnel Services Division.

16 33. The term “Less Lethal Methods of Force” means force used which is not normally
17 lethal when used.

18 34. The terms “Management” and “Management Staff” mean MPD personnel of the rank
19 of lieutenant and above. MPD civilian personnel responsible for the function of a bureau, unit, or
20 division within the MPD are also considered “management.”

21 35. The term “Manager” means an MPD supervisor at the rank of lieutenant and above.
22 MPD civilian personnel who manage an MPD bureau, unit, or division are also considered
23 managers.

24 36. The term “Motor Vehicle Stop” means any instance where an MPD officer directs a
25 civilian operating a motor vehicle of any type to stop and the driver is detained for any length of
26 time. Such term include: traffic stops, checkpoint stops; roadblock stops; and commercial vehicle
27 inspection stops.

28 37. The term “Patrol Division” means Patrol within the Operations Division of the MPD.

1 38. The terms “Police Officer” and “Officer” mean any law enforcement officer
2 employed by the MPD, including such law enforcement officers who are supervisors or
3 managers, and volunteers who serve as reserve police officers.

4 39. The term “POST” means Commission on Peace Officer Standards and Training.

5 40. The term “Pretext Stops” means those traffic or pedestrian stops that have been made
6 for a lawful reason, but such reason is neither the underlying nor principal reason for which the
7 stop was initiated.

8 41. The term “Random Testing of the Complaint Procedure” means operations to identify
9 and investigate officers who discourage the filing of a citizen complaint or fail to report
10 misconduct or citizen complaints.

11 42. The term “MPD” means the Chief of Police of the Maywood Police Department and
12 all employees under his or her command.

13 43. The term “Span of Control” means the number of persons under the direct supervision
14 of a manager or supervisor.

15 44. The term “Strategic Plan” means a five-year plan for the MPD, approved by the
16 Maywood City Council, that will include provisions which set forth a mission statement, a set of
17 core values, and identifies priorities relative to policing programs and practices, training needs,
18 funding priorities, and a methodology to determine the ongoing needs of the MPD.

19 45. The term “Supervisor” means an MPD sworn employee at the rank of sergeant and
20 above. Civilian employees of the MPD who oversee day-to-day activities of others employed by
21 the MPD are also supervisors.

22 46. The term “Use of Force” means any physical strike or instrumental contact with a
23 person by an MPD employee, or the use of significant physical contact, when such contact is
24 intended to restrict movement or control a person’s resistance. This includes, but is not limited
25 to, the use of firearms or other potentially lethal weapons, chemical agents, electronic control
26 devices, carotid restraints, less lethal weaponry, hard hand controls, the forcible taking of a
27 subject to the ground, and the deployment of a canine. The term does not include escorting or
28 handcuffing a person who displays no resistance or minimal passive resistance.

DUTIES AND RESPONSIBILITIES

47. All plans and/or policies or procedures that are required to be developed and implemented by this Stipulation and Judgment to be entered in this action will be developed by the City of Maywood and then will be submitted to the Attorney General for his review and approval. Each such plan, policy or procedure will be submitted within the time specified for its development and implementation. The City of Maywood will implement the plan, policy or procedure upon its submission. If any plan, policy or procedure is approved by the Attorney General in a modified form after his review, the plan, policy, or procedure as modified will be implemented by the City of Maywood. The Attorney General agrees that he will not arbitrarily or capriciously deny approval of any plan, policy or procedure submitted by the City of Maywood. If the City of Maywood believes that the Attorney General has arbitrarily or capriciously denied approval of any plan, policy, or procedure, it may move the court for an order approving the plan, policy, or procedure. The court may only approve the plan, policy, or procedure if it determines that the Attorney General has abused his discretion in refusing to grant such approval. All plans and/or policies or procedures that are required to be developed and implemented by this Stipulation and the Judgment to be entered in this action, except the Strategic Plan, are subject to the requirements and procedures set forth in this paragraph and paragraph 48.

48. If the City of Maywood desires to extend the time within which it must submit any plan, policy, or procedure to the Attorney General for his approval, it will make such request to the Attorney General in writing. The Attorney General will not arbitrarily or capriciously refuse to grant any request for a reasonable extension of time within which the City of Maywood must submit any plan, policy, or procedure for his approval. If the City of Maywood believes that the Attorney General has arbitrarily or capriciously denied any such request, it may apply to the court for an order extending time. The court may only grant such application if it determines that the Attorney General has abused his discretion in refusing to grant the City of Maywood's request for an extension of time within which to submit a plan, policy, or procedure.

49. The City of Maywood agrees that it will take all action necessary to ensure that it appoints Chiefs of Police on the basis of merit, and who have the education and experience

1 necessary to effectively lead the MPD, will establish and maintain strict accountability by
2 defining expectations and performance standards, and will implement a community-oriented
3 policing philosophy.

4 50. The City of Maywood agrees, within three months of entry of judgment, to develop
5 and implement written hiring policies and procedures that are equivalent to and exceed POST
6 hiring standards for both sworn and civilian positions in the MPD. The stated goals of the hiring
7 process will be to ensure those individuals hired possess character and background that are
8 beyond reproach and are committed to embracing a community-oriented policing philosophy, and
9 that the agency successfully screens out applicants who are not suited to be peace officers or
10 civilian police employees.

11 51. The City of Maywood agrees, within three months of entry of judgment, to modify
12 MPD's current complaint procedure to:

13 A. Require that credibility determinations be made by the investigator and the
14 rationale for such determinations be expressly set forth in the investigation report. Require
15 that the officer's personnel history, including the existing record of complaints, be
16 considered in any credibility determination, and that a copy of a summary of the
17 complaint history of the officer be included as an attachment to the investigation report.
18 Internal Affairs will conduct a training class for all supervisors on the investigation and
19 reporting of citizen complaints and on internal investigations. The requirements set forth
20 in this subparagraph shall be covered in that training, and the MPD Policy and Procedure
21 Manual will be modified to conform to these specific requirements;

22 B. Modify the complaint form used by MPD to include the complainant's race,
23 ethnicity, and gender;

24 C. Require that the rationale for any stop or search related to any complaint,
25 including the officer's actual reason for the stop, be thoroughly investigated, evaluated,
26 and specifically addressed in the investigation report. This requirement shall be covered
27 in the training referred to in subparagraph A. and will be incorporated into the MPD
28 Policy and Procedures Manual;

1 D. Require that each issue raised in the complaint be addressed and be separately
2 set forth. This requirement will be covered in the training referred to in subparagraph A.
3 and shall be incorporated into the MPD Policy and Procedure Manual;

4 E. All citizen complaints that are received shall be issued a control number by the
5 MPD Professional Standards Manager. Internal Affairs shall ensure that a number has
6 been issued on all citizen complaints. Internal Affairs shall log all citizen complaints (by
7 the assigned number and citizen's name) and track them. Internal Affairs shall determine
8 whether a citizen complaint will be investigated as a complaint or an inquiry. If the
9 citizen is requesting clarification of a policy or procedure, it will be considered an inquiry;
10 and

11 F. Require that the citizen complaint form be available in both English and
12 Spanish, to the public without necessity of a request. In addition, the form shall be readily
13 available at the MPD station, City Hall, and other public locations, as well as also being
14 available on the City's Internet web site.

15 52. The City of Maywood agrees, within four months of entry of judgment, to develop
16 and implement a plan to provide four hours of annual training for all sergeants and all other
17 supervisors and managers on the MPD's complaint policy and recommended investigatory
18 guidelines that are approved by the Attorney General.

19 53. The City of Maywood agrees, within six months of entry of judgment, to develop and
20 implement a plan to systematically evaluate and audit the MPD's complaint procedures and
21 administrative investigations conducted by the MPD to assure full compliance with all MPD
22 guidelines and requirements. Such audit procedures will include inquiry into whether complaints
23 that are investigated by sergeants who supervise the officers that are the subjects of those
24 complaints are fair, unbiased, and thorough. The City of Maywood also agrees to:

25 A. Engage in random testing of the complaint procedure at least three times per
26 year through audits or some equivalent; and

27 B. Review all complaint investigation reports for objectivity, thoroughness,
28 timeliness, and compliance with MPD policies and guidelines at least annually.

1 54. The City of Maywood agrees, within six months of entry of judgment, to develop and
2 implement a plan to provide all officers with annual training on use of force and when and how to
3 use less lethal methods of force, including the use of Tasers. The course will include training on
4 evaluating the scene and circumstances to determine whether the officer should take no action
5 until a supervisor arrives. The training requirements on this subject will exceed POST
6 requirements.

7 55. The City of Maywood agrees to, within four months of entry of judgment, update and
8 implement all of its policies and procedures related to the use of force in order to be consistent
9 with contemporary police practices. The updated policies and procedures will specifically require
10 that all incidents involving use of force be documented, that all such reports be submitted and
11 reviewed by supervisory and management staff, that all incidents be analyzed for compliance
12 with all applicable policies, and that all incidents be documented in the MPD's Early Intervention
13 System which will be developed and implemented as required by this Stipulation and Judgment to
14 be entered in this action.

15 56. The City of Maywood agrees to, within three months of entry of judgment, develop
16 and implement a plan to provide all MPD sworn personnel with training on the legal requirements
17 pertaining to pretext stops, including motor vehicle stops, probable cause, and reasonable
18 suspicion.

19 57. The City of Maywood agrees to, within six months of entry of judgment, develop and
20 implement a plan to require personnel promoted to the rank of sergeant to complete the POST-
21 certified Basic Supervisory Course within six months of appointment or earlier when feasible,
22 that all sergeants will receive additional leadership and supervisory training, and that the MPD
23 will send one sergeant per year to the POST-certified Supervisory and Leadership Institute.

24 58. The City of Maywood agrees, within four months of entry of judgment, to develop
25 and implement a plan that will require that all MPD sworn managers and supervisors complete:

26 A. In-house training which will address performance evaluations and the use of
27 such evaluations to improve performance and productivity, and how to communicate the
28 values of the MPD to those under their supervision; and

1 B. Four hours of update training on performance evaluations every two years.

2 59. The City of Maywood agrees that written annual evaluations of all MPD employees
3 will be prepared, submitted, reviewed and approved by supervisors and managers in a timely
4 manner, and personnel actions will be initiated against supervisors and managers who fail to
5 comply with this requirement.

6 60. The City of Maywood agrees, within four months of entry of judgment, to develop
7 and implement a plan to modify job specifications, performance evaluation requirements
8 (including field training evaluations), and promotional factors as necessary so that MPD officers
9 are hired and evaluated based, in part, on displayed sensitivity to all segments of the community.

10 61. The City of Maywood agrees, within four months of entry of judgment, to develop
11 and implement a written policy and procedure for debriefing all critical incidents, including all
12 uses of lethal force occurring within the MPD. The policy and procedure will include a review of
13 the debriefing by command staff and will include the dissemination of lessons learned and
14 recommendations derived from the debriefing, including an evaluation of the strategy used and
15 need for additional training and equipment.

16 62. The MPD Field Training Officers Program is currently POST-certified. The City of
17 Maywood agrees, within six months of entry of judgment, to develop and implement a plan for
18 training field training officers including training of the trainers, a provision for communication
19 and support between trainers and between trainers and management, and evaluation and
20 monitoring of the field training program. The training program shall include expanding the
21 training phases, updating the training issues to be covered, revising the MPD field training
22 officer's manual, computerizing the daily observation reports and developing interactive training.
23 The program shall also include a two-week Community-Oriented Policing and Problem Solving
24 component.

25 63. The City of Maywood agrees, within four months of entry of judgment, to develop and
26 implement a plan to provide diversity training to MPD officers and civilian employees. The
27 training will include information specific to the actual racial, ethnic, and religious composition of
28 the community in the City of Maywood. The stated goal of the training will be to promote an

1 increased cross-cultural awareness and its application on professional interaction in the
2 workplace. The plan will also provide for training on preventing sexual harassment in the
3 workplace and the development and implementation of a zero tolerance policy prohibiting
4 inappropriate sexual innuendo, harassment of any form, vulgarity, discourteous behavior toward
5 members of the public as well as between officers and/or civilian employees, and cultural, racial,
6 and ethnic insensitivity.

7 64. The City of Maywood agrees, within four months of entry of judgment, to develop
8 and implement an Early Intervention System to track and monitor the activities and actions of its
9 sworn personnel in order to effectively and timely address and deter inappropriate or unlawful
10 conduct.

11 65. The City of Maywood agrees, within four months of entry of judgment, to develop
12 and implement a plan to provide training to all sworn personnel on report writing including
13 requirements for sufficiently documenting probable cause for an arrest or search and reasonable
14 suspicion for a detention or pat-down search in their reports.

15 66. The City of Maywood will adequately fund all training required by this Stipulation
16 and Judgment to be entered in this action.

17 67. The City of Maywood agrees, within six months of entry of judgment, to acquire
18 digital audio recorders for distribution to all officers and sergeants in the MPD, to require all
19 officers who are deployed in the field to carry the audio recorder, and to develop and implement a
20 policy governing their operation and use.

21 68. The City of Maywood agrees, within one year of entry of judgment, to acquire and to
22 deploy video cameras on 50% of all MPD patrol vehicles and develop and implement a policy
23 governing their operation and use. Within two years of entry of judgment, the City of Maywood
24 will acquire and deploy video cameras on 100% of all MPD patrol vehicles.

25 69. The City of Maywood agrees to acquire and install video cameras to monitor all areas
26 of the MPD station where officers interact with members of the public and to develop and
27 implement a policy governing their operation and use.

28 70. The City of Maywood agrees to maintain a command accountability structure that

1 supports and promotes improved internal accountability with 24-hour management oversight and
2 ensures consistent management supervision for all watches. In order to ensure compliance with
3 this provision, the City of Maywood agrees to, within six months of entry of judgment, retain a
4 qualified outside expert to evaluate the MPD's span of control to determine the appropriate level
5 of supervision and management that is necessary to ensure all MPD employees comply with all
6 applicable policies, procedures, and laws in the performance of their duties and execution of their
7 responsibilities. Included in the issues to be examined by the expert are the advisability of
8 assigning sergeants to simultaneously serve as field supervisors and Watch Commanders during a
9 watch, and whether any functions currently performed by sworn personnel could be more
10 effectively and economically performed by current or additional non sworn personnel.

11 71. The City of Maywood agrees to, within 30 days after it has received approval for all
12 plans and modifications to the MPD's Policy and Procedure Manual that it is required to submit
13 to the Attorney General for his review and approval, submit the entire revised Policy and
14 Procedure Manual to the Attorney General for his review and final approval.

15 72. The City of Maywood agrees to retain a qualified outside expert who is qualified on
16 the subject of contemporary police practices to evaluate the activities of the MPD and prepare and
17 submit to the Maywood City Council an annual report on the state of the MPD which will be
18 released to the public. The first such annual report will be submitted on or before March 1, 2011.

19 73. The City of Maywood agrees to embrace and carry out a community-oriented policing
20 philosophy that accepts and engages the public as co-producers of public safety. The City of
21 Maywood will prepare and deliver to the Attorney General a Strategic Plan for the MPD within
22 eighteen months of the date of entry of judgment. This Plan will identify MPD's major policing
23 goals and guide the implementation of its community policing programs. The Strategic Plan will
24 include:

25 A. A reasonable calculation of the resources and programs required to effectively
26 carry out community policing in the City of Maywood;

27 B. The adoption of policies that will ensure the MPD develops and will continue
28 to maintain an effective and efficient span of control.

1 C. The clear articulation of MPD's strategic goals and objectives and the intended
2 outcomes that are expected; timelines that will be established for accomplishing each of
3 these goals and objectives, and the identification of those positions within the MPD and
4 city government that will specifically be responsible for ensuring these objectives and
5 outcomes are achieved.

6 D. A comprehensive training plan for all MPD personnel that ensures every
7 employee and all ranks in the organization possess the requisite knowledge, skills and
8 abilities to effectively meet MPD expectations and carry out their respective
9 responsibilities in a community policing environment and in the application of problem-
10 oriented policing practices.

11 74. If the City of Maywood desires to extend the time within which it must submit the
12 Strategic Plan referenced in paragraph 73 to the Attorney General, it will make such request to the
13 Attorney General in writing. The Attorney General will not arbitrarily or capriciously refuse to
14 grant any request for a reasonable extension of time within which Maywood must submit the
15 Strategic Plan to him. If the City of Maywood believes that the Attorney General has arbitrarily
16 or capriciously denied any such request, it may apply to the court for an order extending time.
17 The court may only grant such application if it determines that the Attorney General has abused
18 his discretion in refusing to grant the City of Maywood's request for an extension of time within
19 which to submit the Strategic Plan to him.

20 75. The provisions of the Strategic Plan which address the matters that are set forth in
21 paragraph 73 are subject to the Attorney General's approval. Each provision of the Strategic Plan
22 that is approved by the Attorney General will be incorporated into the Judgment Pursuant to
23 Stipulation that is to be entered in this action. The Attorney General will file a motion with the
24 court to amend the Judgment Pursuant to Stipulation to add each approved provision. If the
25 Attorney General denies approval of any provision of the Strategic Plan that is submitted to him
26 for his approval, the City of Maywood and the Attorney General will, within 45 days of the date
27 on which the Attorney General advises the City of Maywood of such disapproval, negotiate in
28 good faith and attempt to reach agreement on any such provision. If the parties are unable to

1 reach agreement, the matter or matters upon which they disagree will be submitted to the court for
2 the initiation of any further proceedings that the court may deem necessary to resolve the matters
3 in dispute. The Attorney General agrees that he will not arbitrarily or capriciously deny approval
4 of any provision of the Strategic Plan that is subject to his approval. If the City of Maywood
5 believes that the Attorney General has arbitrarily or capriciously denied approval of any provision
6 of the Strategic Plan that is subject to his approval, it may move the court for an order approving
7 any such provision. The court may only grant such a motion if it determines that the Attorney
8 General has abused his discretion in refusing to grant approval of the relevant provision. If the
9 court denies the City of Maywood's motion for approval, it may then conduct any further
10 proceedings that it may deem necessary to resolve the matters covered by paragraph 74 of this
11 Stipulation and the Judgment to be entered in this action and on which the City of Maywood and
12 the Attorney General have been unable to reach agreement.

13 76. The City of Maywood agrees to pay the cost of a consultant to be employed by the
14 Attorney General to assist him in monitoring compliance with the Judgment that is to be entered
15 in this action. The City of Maywood agrees to cooperate with the Attorney General's consultant
16 whose duties shall include:

17 A. To work jointly with the Attorney General and the City of Maywood to
18 monitor Maywood's compliance with the terms of the Judgment to be entered in this
19 action, including development of all plans required by the Judgment to be entered in this
20 action;

21 B. To monitor the City of Maywood's compliance with any remedial plan
22 required by the Judgment to be entered in this action; and

23 C. To prepare and submit to the Attorney General reports assessing the City of
24 Maywood's compliance with the Judgment to be entered in this action.

25 77. The City of Maywood agrees to cooperate with the Attorney General's consultant in
26 monitoring compliance with the judgment. The City of Maywood agrees to allow the Attorney
27 General's consultant:

28 A. To interview, on a confidential basis or otherwise, any sworn and unsworn

1 employees of the MPD or any other employee of the City of Maywood. The City of
2 Maywood shall provide suitable facilities and arrange for such interviews to be conducted
3 under conditions satisfactory to the Attorney General's consultant;

4 B. To request and obtain from the MPD and/or the City of Maywood, the
5 compilation of statistics, reports, and any other information that may be directly related to
6 the matters that are set forth in this Stipulation; and

7 C. To request and obtain access to the records, files, and papers maintained by
8 MPD and/or the City of Maywood to the extent that such access is directly related to the
9 matters that are set forth in this Stipulation and the Judgment to be entered in this action.
10 The Attorney General's consultant may obtain copies of all such relevant records, files,
11 and papers.

12 78. Nothing in Stipulation or in the Judgment to be entered in this action will be
13 construed to limit the powers vested in the Attorney General by the California Constitution and
14 state statutory law, including Government Code section 11180 et seq., which he may use to
15 monitor the City of Maywood's compliance with the terms of this Stipulation and the Judgment
16 to be entered in this action.

17 79. The City of Maywood will pay for all costs incurred by the Attorney General for the
18 services of his consultant. Within ten days of entry of judgment, the City of Maywood will
19 deposit with the California Department of Justice the sum of \$25,000, which will be held in an
20 interest-bearing account. The Attorney General will pay his consultant from this account. The
21 Attorney General will notify the City of Maywood, in writing, any time the balance in the account
22 reaches less than \$10,000, and the City of Maywood will, within ten days of receiving such
23 notice, deliver to the California Department of Justice sufficient funds to return the account's
24 balance to \$25,000. When the injunction to be issued in this action is dissolved, all funds
25 remaining in this account will be returned to the City of Maywood.

26 80. Upon compliance with any provision of this Stipulation or corresponding provision in
27 the Judgment to be entered in this action, the City of Maywood may request in writing that the
28 Attorney General confirm the City of Maywood has so complied. If the Attorney General agrees

1 that the City of Maywood has complied, he shall confirm that determination in writing to the City
2 of Maywood.

3 81. Neither the City of Maywood nor the Attorney General will be deemed to be in
4 violation of the Stipulation or the Judgment to be entered in this action by reason of the failure to
5 perform any of its obligations hereunder to the extent that such failure is due to unforeseen
6 circumstances, including strikes, acts of God, acts of a court of competent jurisdiction, weather
7 conditions, riots, civil disobedience, fire, insurrection, war, or any similar circumstances for
8 which neither the City of Maywood nor the Attorney General is responsible and which are within
9 neither the City of Maywood's nor the Attorney General's control.

10 82. A Judgment that is consistent with this Stipulation for Entry of Judgment shall be
11 submitted to this court for its consideration, signature, and entry in the form attached as Exhibit 1.

12 IT IS SO STIPULATED.

13 Edmond G. Brown Jr., Attorney General of the
14 State of California

15 Dated:

16 By:

Louis Verdugo, Jr.
Senior Assistant Attorney General

17
18 City of Maywood

19
20 Dated:

Marco Martinez
City Attorney

21
22
23 Dated:

Veronica Guardado
Mayor