

AGREEMENT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA AND THE CITY OF TORRANCE THROUGH THE TORRANCE POLICE DEPARTMENT

This Agreement (“the Agreement”) is made as of June 15, 2022, by and between the City of Torrance (“the City”), the Torrance Police Department (“TPD”), and the Office of the Attorney General of the State of California (“AGO”), collectively referred to in this Agreement as “the Parties.” This Agreement shall be effective upon its execution by all Parties.

RECITALS

1. In light of the discovery of information raising serious concerns about bias, use of force, and other conduct of officers employed with the TPD, TPD has requested and agreed to cooperate in an independent review by the AGO. The AGO’s review will assess and analyze TPD and its policies, procedures, systems, practices, and outcomes, including but not limited to: data relevant to possible bias in policing, such as call responses, stops, searches, arrests, use of force, or referrals for prosecution; general practices involving use of force; training; hiring and other personnel matters, including those pertaining to claims of discrimination, harassment, and retaliation within TPD and those pertaining to retention, promotion, and discipline; supervision, management oversight, and accountability systems; and complaint systems, including civilian complaints. This Agreement is intended to govern TPD’s and the City’s compliance with the AGO’s independent review and initial determinations regarding necessary reforms and the provision of technical assistance to TPD during the independent review so that TPD may begin to implement reforms in an expeditious manner.
2. Throughout the process of the AGO’s independent review, the AGO and its retained expert consultant(s) (“consultant(s)”) will deliver findings and recommendations to the City and TPD. TPD and the City agree to undertake reforms that are based upon these recommendations. Upon the completion of the AGO’s independent review, the TPD and the City will adopt a comprehensive modernized policing plan reflecting the reforms implemented, along with any additional reforms, and monitoring of the implementation of those reforms, subject to further agreement of the parties.
3. The overall goal of this effort is to increase public trust, address and eliminate bias, and support effective, informed, contemporary, and innovative policing practices through improvements in written policies, training, transparency, professionalism and accountability, in alignment with national standards, best practices, research, and community needs and expectations.
4. The City and TPD are deeply committed to updating their policies and practices and implementing reforms. The City and TPD are equally committed to working with the AGO to repair community trust. The City and TPD understand that repairing trust with the community requires that TPD hold itself accountable to and work closely with the community it serves as it undertakes corrective reforms. In entering this Agreement, TPD commits to engaging in a fulsome public reconciliation process in good faith and in consultation with the AGO and its consultant(s).

THEREFORE, THE PARTIES MUTUALLY AGREE:

1. Independent Review

a. In order for the AGO to conduct a candid and effective independent review, it will be necessary for the AGO and its consultant(s) to have access to confidential information and material as follows:

1. Except for those documents that are attorney-client privileged or subject to the attorney work-product doctrine, for which a privilege log will be submitted, the AGO shall have access to all TPD-related documents that the AGO deems necessary for its review, including but not limited to personnel files and records as described in paragraph 2, below.
2. The AGO has the authority to access personnel files and records of peace officers under the provisions of California Penal Code section 832.7, subdivision (a), which reads:

“Except as provided in subdivision(b), the personnel records of peace officers and custodial officers and records maintained by any state or local agency pursuant to Section 832.5, or information obtained from these records, are confidential and shall not be disclosed in any civil proceeding except by discovery pursuant to Sections 1043 and 1046 of the Evidence Code. This section shall not apply to investigations or proceedings concerning the conduct of peace officers or custodial officers, or an agency or department that employs those officers, conducted by a grand jury, a district attorney’s office, or the Attorney General’s office.” Cal. Pen Code 832.7 (a).

3. All documents requested and produced to the AGO under this Agreement will be obtained pursuant to the Attorney General’s subpoena authority as set forth in Cal. Gov. Code, sections 11181 to 11183. Documents produced under subpoena will be clearly labeled and deemed to be “official information” under California Evidence Code section 1040. Documents produced under subpoena shall be protected and not subject to disclosure by the AGO except to the extent disclosure is required by law. Disclosure of documents under subpoena to the AGO in the course of its review and under this Agreement shall not constitute a waiver of privilege as provided for under Cal. Gov. Code, section 6254.5, subdivision (e).
4. Except those documents that are otherwise privileged for which a privilege log is prepared, all other documents will be made available to the AGO for the purpose of offsite review and reproduction. The AGO and its consultants, however, in close coordination with TPD, shall have access to TPD’s systems to review and collect data, to the extent necessary to complete the review.
5. TPD does not waive its right to consult with its attorney(s). Nothing in this Agreement constitutes a waiver of its attorney-client privilege in any communications, documents or reports.

- b. The AGO will contract with one or more retained consultant(s) to assist in the execution of this Agreement. The selection of the consultant(s) will be at the discretion solely of the AGO. The AGO has retained Jensen Hughes to serve as the AGO's expert consultants. The AGO may retain additional or alternative consultants in the course of the AGO's review.
- c. The AGO will exercise the Attorney General's subpoena power and issue subpoenas as appropriate in conducting its independent review and will work with TPD and the City to ensure workable timelines for production of responsive records.
- d. In addition to exercise of the Attorney General's subpoena power, methods of the AGO's review and evaluation of TPD and its policies, procedures, practices, systems, and outcomes may include, but are not limited to, document, data, and file reviews, audits, interviews, observations, site visits, and community engagement including public meetings.
- e. The City and TPD agree to cooperate with the AGO and its consultant(s) with all aspects of this Agreement and the efforts undertaken under this Agreement, and will provide the AGO and its consultant(s) with timely access to requested information necessary to conduct an informed review and support the Agreement. The Parties agree that the AGO and consultant(s)' access to information will include, but is not limited to, the following:
 - 1. Access to and interviews, on a confidential basis or otherwise, with any sworn and unsworn employees of TPD or the City, and assistance with interviews of personnel in other City departments and agencies. The parties will work to coordinate such interviews. TPD shall facilitate engagement and provide suitable facilities and arrange for such interviews to be conducted under conditions satisfactory to the AGO and its consultant(s). However, nothing in this paragraph shall be interpreted to limit the AGO from executing its constitutional authority to engage in any investigative activities necessary to carry out its duties;
 - 2. Compilation of statistics, reports, and any other information that may be directly or indirectly related to the matters that are governed by the Agreement;
 - 3. Access to any and all TPD records, files, systems, and other materials the AGO deems necessary to effectuate the terms of the Agreement, with the exclusion of attorney-client privileged and attorney work-product information for which the City and/or TPD will provide a privilege log; and
 - 4. Access to attend sworn and unsworn personnel trainings, meetings, briefings, and hearings, including those that may be confidential and closed to the public. The Parties will work together to identify trainings, meeting, briefings, and hearings that the AGO and its consultants will attend and/or observe.
- f. The City and TPD will participate in regular status reporting updates and meetings with the AGO and/or its consultant(s) at mutually convenient times.
- g. The Parties also agree that the AGO's input and feedback, including but not limited to its technical assistance, preliminary findings, or draft reports, resulting from its review of TPD prior to the AGO issuing public report(s), if any, is confidential and shall also be subject to California Code of Evidence, section 1040 and California Government Code, section 6254.5. This confidentiality is necessary to allow and foster the type of open and frank discussion

among the Parties that will ensure an effective collaboration and review. Nothing in this paragraph is intended to preclude the AGO from issuing public reports or engaging with the public regarding TPD or those matters governed under this Agreement. This may include the AGO's release and publication of subject-specific findings and recommendations prior to completion of the full review outlined herein. TPD and the City consent to the AGO's publication of its findings and recommendations.

- h. In serving as the independent reviewer and reporting agency, the AGO will not supplant the roles and responsibilities of the City, including the City Attorney, the City Manager, the City Council, or any City officials including its Chief of Police. Rather, those City entities agree to take responsibility for and commit to making necessary reforms.

2. Public Reconciliation

- a. As part of the AGO's independent review process, TPD and the City agree that they will engage in a fulsome public reconciliation process in which TPD and the City will undertake to build and restore trust with the communities served and impacted directly by TPD. This reconciliation process will be modeled on reconciliation efforts undertaken by other law enforcement agencies in the United States and will be adapted as appropriate for the circumstances of TPD, the City, and the findings of the AGO's review.
- b. Related to the reconciliation process required as a material term of this Agreement, the City and TPD understand and acknowledge that incidents like those that precipitated the AGO's review constitute harm and cause further serious harm, including in causing and deepening distrust of law enforcement systems. The City and TPD further understand that efforts to build and rebuild community trust require that TPD and the City demonstrate that they are attempting in good faith to understand the harms experienced by community members that have led to distrust. The City and TPD also understand that accountability and atonement are critical to reconciliation and to building the community trust needed for reform to be successful.
- c. The accountability and atonement that are part of the reconciliation process are not intended to, and shall not serve, as an admission of legal liability for specific incidents of alleged police officer, TPD, or City misconduct.
- d. The public reconciliation process will be facilitated by the AGO's consultant(s) and may include a number of steps, including but not limited to any or all of the following:
 - 1. Facilitated by the AGO and its consultant(s), TPD and the City will work with stakeholders to identify and understand the past and present harms perpetuated by TPD;
 - 2. TPD and the City, through the TPD Chief and other key officials identified in consultation with the AGO's expert consultants, will participate in consultant-facilitated listening sessions with community members (including but not limited to those of different identity groups, leaders and members of community advocacy organizations, and business owners) so that residents and other community members impacted by TPD can share their experiences and insights with law enforcement, and recommendations for reform;

3. TPD and the City will appropriately and publicly acknowledge past and present harms that contribute to the community's mistrust of TPD; and
 4. TPD and the City will make an express commitment that their implementation of reforms and monitoring of those reforms will include some form of ongoing meaningful community input and oversight, the form of which will be identified during the course of the AGO's independent review.
- e. The Parties will work in good faith to agree mutually on the timing and steps of the public reconciliation process. Some of these steps may occur during the Independent Review process, some upon the issuance of the Recommendations, and some during the Monitoring and Oversight period. The recommended reforms will be informed by both the listening sessions and the AGO and consultants' assessment of TPD, as described in Section 1 of this MOU (Independent Review).
 - f. The Parties acknowledge that the public reconciliation component of this Agreement is a material term. If the City or TPD does not participate in a mutually agreeable public reconciliation process, the AGO will terminate this Agreement, including the provision of technical assistance and monitoring of implementation of agreed upon reforms. At all times, the AGO retains the ability to initiate a formal pattern or practice investigation pursuant to Civil Code section 52.3 upon termination of this Agreement.

3. Recommendations, Reforms, Monitoring, and Oversight

- a. The AGO, working with its consultant(s), will deliver findings and recommendations to the City and TPD. Some of these findings and recommendations may issue before the AGO's review concludes. At the conclusion of the AGO's review, it will deliver the AGO's findings and recommendations in full to the City and TPD. Such recommendations may include model policies and best practices related to any aspects of policing.
- b. Upon the AGO's delivery of its findings and recommendations to the City and TPD, the Parties will engage in good faith negotiations to enter into a second written agreement in which the City and TPD agree to: (1) memorialize and agree to maintain any reforms implemented during the course of this initiative; (2) adopt additional reforms that are based on the AGO's further recommendations; and (3) the monitoring and oversight of the implementation of those reforms by the AGO and its consultant(s). The second written agreement will:
 1. Set forth the reforms that have been or will be adopted;
 2. Provide for development of a mutually agreed upon work plan, which will include timetables for implementation of goals and deadlines for the implementation of the various adopted reforms based on the Parties' prioritization of the reforms;
 3. Describe the general process by which the consultant(s) and the AGO will evaluate whether TPD is in substantial compliance with the reforms. Methods of evaluation may include, but are not limited to, reviews, audits, interviews, observations, site visits, and document review;

4. Establish the general process by which the Parties will address any reform that the City or TPD deems not feasible to implement and the process to reconcile any disagreement among the Parties as to feasibility of implementation;
 5. Set forth a process for resolving any disputes between the Parties; and
 6. Be in the form of an enforceable agreement or judgment.
- c. The AGO will make public its findings and recommendations to TPD, including findings and recommendations formulated prior to completion of the full review the AGO has undertaken, and TPD will make public its response thereto. The Parties further agree to make public any reforms that TPD undertakes and/or agrees to undertake as a result of the AGO's recommendations.
 - d. The AGO will serve as the independent reviewer of TPD's implementation of the agreed upon reforms. The AGO will work with its consultant(s) as set forth herein on the support and evaluation of TPD's implementation of the recommendations. The AGO and its consultant(s) will involve the community in the evaluation of the implementation of reforms. The Parties agree that the standard of review for the AGO's evaluation of TPD's implementation of the recommendations is substantial compliance.
 - e. The City and TPD shall make a good faith effort to implement all agreed upon reforms in a timely fashion. If the City and TPD determine that it is not feasible to implement a reform, then the City and TPD will fully document with substantial supporting evidence the reasons why it is not feasible to implement a particular reform in accordance with the terms of the second agreement outlined in Paragraph 3.b.(4).
 - f. The City and TPD agree that TPD will submit each plan, policy, or procedure that TPD develops or implements in response to the agreed upon reforms to the AGO for its review. The AGO will timely review said plans, policies, and/or procedures and will provide its recommendations, comments, or edits to TPD in a timely manner. If the AGO does not provide a response within 60 days, TPD need not wait to implement the proposed plans, policies, and/or procedures. The AGO may also delegate initial reviews to its consultant(s) and/or direct the City and TPD to obtain the consultant(s)' technical assistance and revise and resubmit any rejected plan, policy, or procedure in a timely fashion.

4. Allocation of Resources

The AGO will pay for all costs for the services of its consultant(s) during the course of this Agreement. However, the City and TPD agree to commit sufficient resources and time as deemed necessary by the AGO to comply with their responsibilities and obligations under the Agreement. A failure by the City and/or TPD to adequately resource TPD's cooperation in the investigation or the implementation and maintenance of the corrective measures recommended by the AGO will constitute a breach of the Agreement. The City and TPD agree to commit sufficient resources to support the AGO and its consultant(s) with all aspects of their review, including but not limited to timely giving access to City and TPD documents, timely submitting materials demonstrating compliance with recommendations, and timely communicating with the AGO and/or its consultant(s). Notwithstanding the foregoing, the AGO anticipates that the City faces resource constraints and agrees to work with the City to ensure that compliance with this Agreement and implementation of the recommendations does not cause undue financial hardship to the City.

5. Open Lines of Communication

- a. The Parties agree to work collaboratively and in good faith in executing their responsibilities under this Agreement.
- b. TPD agrees to assign a senior member of the TPD as the primary point of contact for the AGO for the duration of this Agreement. The TPD Chief will also be available as needed and will make TPD's line and sworn personnel available as needed to assist with the AGO's independent review.
- c. The City agrees to assign a primary point of contact for the AGO within the City's senior executive leadership for the duration of this Agreement.
- d. The AGO agrees to assign a primary point of contact for the duration of this Agreement, provided however, that the AGO may designate one or more additional points of contact for subject-specific matters.
- e. Contact with the AGO's expert consultants shall be through the AGO unless otherwise agreed to.

6. Term of Agreement

- a. This Agreement shall be effective upon its execution by all Parties and shall remain in effect until the Parties have entered into and executed the agreement provided for in Paragraph 3.b. of this Agreement.
- b. If any Party wishes to terminate the Agreement prior to its expiration, it shall initiate a meet and confer process regarding the Party's concerns upon written notice to the other parties. Upon receipt of such notice, all Parties agree to meet within 30 days to discuss the reason for concern and steps to remedy. The Parties also agree to jointly hold a public meeting, at a mutually agreeable time and place, at which the terminating party shall delineate the grounds for termination. If the Parties are unable to reach a mutually agreeable resolution, any Party may terminate the Agreement with no fewer than 90 days' notice by providing notice of the same in writing.

7. No Limitation on the Attorney General's Investigative or Enforcement Authority

Nothing in this Agreement limits or affects in any way the Attorney General's authority under the California Constitution or California law, including but not limited to the Attorney General's enforcement of California Civil Code section 52.3, or the Attorney General's authority to engage in investigations and/or enforcement for any purpose against the City or TPD in any context, including matters coming within the scope of this Agreement and matters outside of the scope of this Agreement. All information gathered by AGO pursuant to this agreement may be used in the event of any further investigations and/or enforcement, whether or not this Agreement is terminated.

8. Severability

If any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement is deemed invalid, then it shall not affect the enforceability of any remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.

9. Entire Agreement

This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended in a written document executed by the Parties.

10. Signing Authority

By signing this Agreement, the persons executing this Agreement represent that they have the capacity and authority to execute this Agreement as the representatives of their respective agency, and to bind their respective agency to the terms of this Agreement.

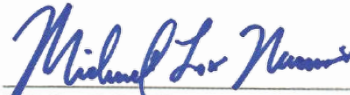
11. Counterparts and Facsimile Signatures

- a. This Agreement and any and all other documents or instruments referred to in this Agreement may be executed with counterpart signatures, all of which taken together shall constitute an original without the necessity of all Parties signing each documents.
- b. This Agreement may also be executed by signatures to facsimile or electronic transmittal documents in lieu of an original or machine generated or copied document.

Rob Bonta, Attorney General of the State of California

Dated: June 15, 2022

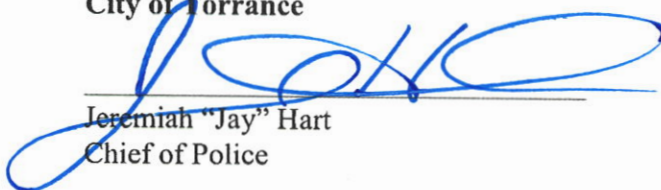
By:



Michael L. Newman
Senior Assistant Attorney General
Civil Rights Enforcement Section

City of Torrance

Dated: June 15, 2022



Jeremiah "Jay" Hart
Chief of Police

Dated: June 15, 2022




Aram Chaparyan
City Manager

Approved as to form by:

Assistant City Attorney
Name: Tatia Y. Strader

Dated:

for 
Patrick Q. Sullivan
City Attorney