INTRADEPARTMENTAL CORRESPONDENCE

April 17, 2024
14.2

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: CALIFORNIA PUBLIC RECORDS ACT INSPECTION (AD NO. 23-004)

RECOMMENDED ACTION

It is recommended that the Board of Police Commissioners REVIEW and APPROVE the attached California Public Records Act Inspection.

DISCUSSION

Audit Division conducted a California Public Records Act Inspection to evaluate the Los Angeles Police Department's adherence to a settlement agreement between the American Civil Liberties Union and the City of Los Angeles.

If additional information is required, please contact Police Administrator Sharon Sargent, Commanding Officer, Audit Division, at (213) 486-8480.

Respectfully,

DOMINIC H. CHOI
Chief of Police

Attachment

CALIFORNIA PUBLIC RECORDS ACT INSPECTION
Conducted by Audit Division
2023

OVERVIEW

Audit Division (AD) evaluated the Los Angeles Police Department's (LAPD or Department) adherence to a settlement agreement (Agreement) between the American Civil Liberties Union (ACLU) and the City of Los Angeles (City). The objectives in this inspection were identified to determine the Department's compliance with the Agreement and the California Public Records Act (CPRA).

In assessing a random sample of 95 Department record requests received and closed for the twelve months between July 1, 2022 through June 30, 2023, auditors found that:

- Timely Initial Notice to Requestor. The Department provided a timely initial response to the requestor 99 percent of the time *(Objective No. 1)*;

- Justification of Additional 14-Day Extensions. Additional 14 calendar-day extensions due to "unusual circumstances" were justified 91 percent of the time *(Objective No. 2)*;

- Fulfilled Record Request Provided to Requestor and Unfulfilled Record Request Justified. Fulfilled record requests were provided to the requestor and unfulfilled record requests were justified 100 percent of the time *[Objective Nos. 3(a-b)]; and,*

- Reasonable Effort to Locate Records (Performance Assessment). Reasonable efforts were made to locate records 100 percent of the time *(Objective No. 4)*.

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BACKGROUND

The CPRA was enacted in 1968 to:[1]

(1) Safeguard the accountability of government to the public;
(2) Promote maximum disclosure of the conduct of governmental operations; and,
(3) Explicitly acknowledge the principle that secrecy is antithetical to a democratic system of "government of the people, by the people, and for the people."[2]

In 2019, the City and the Department entered into an Agreement with the ACLU to adopt, maintain, and enforce an administrative policy, procedure, and protocol regarding the Department's compliance with the CPRA. The Agreement stipulates that the Department create and maintain, among other requirements, a public records access policy, a dedicated unit, the CPRA Unit within Risk Management and Legal Affairs Division (RMLAD), and an online records portal that allows the public to access and view Department documents. All required a one-time assessment and were closed as the conditions of the Agreement were met in 2020. The Department is also required to conduct an annual CPRA inspection for five consecutive years to monitor the Department's compliance with the CPRA and the Agreement.[3]

Furthermore, the Agreement requires the City to institute and maintain processes for routine proactive disclosure of LAPD records and information and make all reasonable efforts to preserve as "historical" both existing and future documents in certain categories. Both are reviewed annually based on their need for continued updates. Please refer to "Other Related Matters" section.

PRIOR INSPECTION

This is AD's fourth inspection. The first inspection was conducted in 2020.

SCOPE AND METHODOLOGY

The Department has established the CPRA Unit, which has the primary responsibility for accepting, processing, and responding to CPRA requests. The CPRA Unit shall log, process, and respond to every public record request it receives in accordance with the CPRA.[4]

Therefore, this inspection focused on RMLAD and its role in the Agreement regarding the intake and handling of requests for public records.

To determine the population for the inspection, AD used data from the online records portal, NextRequest, which tracks all record requests, related activities, and actions taken. All requests made by mail, email, phone, online or in person are entered into NextRequest, which multiple

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[1] See League of California Cities, The People's Business, A Guide to the California Public Records Act, Revised September 2022, Chap. 1, *Introduction and Overview*, *Origins of the Public Records Act*, p. 7.
[2] Gov. Code, § 7920.000 et seq. (formerly Gov. Code, § 6250 et seq.); Stats 1968, Ch. 1473.
[3] See Settlement Agreement, 8. *Monitoring*.
[4] The CPRA Unit will hereinafter be referred to as RMLAD to distinguish between the CPRA and the CPRA Unit.

City agencies use. Access to NextRequest is publicly available at https://lacity.nextrequest.com, where the public can submit a public record request to the desired agency in the City and view the request status.

Auditors identified a total of 3,906 public records requests that were received by the Department from July 1, 2022, through June 30, 2023.[5] A population of 3,906 requests were generated from NextRequest, including 3,636 requests that were closed, from which a statistically valid random sample was selected, resulting in a sample size of 95 requests.[6]

As of January 1, 2023, the CPRA was recodified under Government Code § 7920 *et seq*. from formerly Government Code § 6250 *et seq*. This report refers to the former CPRA provisions for the requests received and processed in 2022 and the current CPRA provisions for requests received in 2023, consistent with those in place during the respective timeframes.

SUMMARY OF FINDINGS

Table No. 1 summarizes the findings by objective.

Table No. 1 – Findings by Objective

Obj. No.	Description of Objectives	2022		2023[7]	
		Number Meeting Standards/ Evaluated	Percent Meeting Standards	Number Meeting Standards/ Evaluated	Percent Meeting Standards
1	**Timely Initial Notice to Requestor**	103/108	95%	94/95	99%
2	**Justification of Additional 14-Day Extensions**	21/23	91%	20/22	91%
3	**Fulfilled Record Request Provided to Requestor and Unfulfilled Record Request Justified**				
3(a)	Fulfilled Record Request Provided to Requestor	38/38	100%	32/32	100%
3(b)	Unfulfilled Record Request Justified	70/70	100%	63/63	100%
4	**Reasonable Effort to Locate Records (Performance Assessment)**	108/108	100%	95/95	100%

[5] Auditors obtained the population from the NextRequest on August 28, 2023.
[6] For the sample size, auditors used a one-tailed test with a 95 percent confidence level, 90 percent proportion of success, and a five percent error rate.
[7] The 2023 data is for the inspection period 7/1/2022 through 6/30/2023.

DETAILED FINDINGS

Objective No. 1 – Timely Initial Notice to Requestor

Criteria

Department California Public Records Act Unit Manual, June 2023, Section 4, *Responding to Requests for Records*, Section 4.1, *Procedures*, p. 10, states:

> "The Department is obligated by the CPRA to respond in writing to CPRA requests within 10 days…with the following information:
>
> - Whether the requested records exist;
> - Whether the Department will release any of the requested records, and if so, when and how; and,
> - The statutory and legal reasons for withholding any requested records or portions thereof;
>
> **Note**: When the required response date for the CPRA request falls upon a weekend or holiday, the required response date may be moved to the next business day.[8]
>
> A. Extending the Response Time for Responding to a Request
>
> If the Department exercises its right to extend the response time beyond the 10-day period, it must communicate this to the requester in writing, stating the reason or reasons for the extension and the anticipated date of the response within the 14-day extension period."

Inspection Procedures

Auditors reviewed all 95 sample requests within NextRequest to determine whether RMLAD provided a response in writing to the requestor within 10 calendar days of receiving a request or extended the time to respond by an additional 14 calendar days when "unusual circumstances" exited.

The Department met the standard if RMLAD provided a response to the requestor within the ten calendar days with the required information or within the 14-day extension period for extensions.

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[8] The California Civil Code § 11 allows for the adjustment of the due date when it falls upon a weekend or holiday to the next business day. California Civil Code, Preliminary Provision 11 states: Whenever any act of a secular nature, other than a work of necessity or mercy, is appointed by law or contract to be performed upon a particular day, which day falls upon a holiday, it may be performed upon the next business day, with the same effect as if it had been performed upon the day appointed.

Findings

Ninety-four (99 percent) of the 95 record requests met the standard for this objective. The one which did not meet the standard was closed as a duplicate of other open requests; however, it was closed on the 19th day without extension.

Objective No. 2 – Justification of Additional 14-Day Extensions

Criteria

California Government Code, Title 1, *General*, Division 10, *Access to Public Records*, Part 3, *Procedures and Related Matters*, Chap. 1, *Request for a Public Record*, Article 2, *Procedural Requirements Generally*, Section 7922.535 (c) defines *unusual circumstances* as:

> "… 'Unusual circumstances' means the following, but only to the extent reasonably necessary to the proper processing of the particular request:
>
> (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
> (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
> (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
> (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data."

Inspection Procedures

Auditors determined that of the 95 record requests, 22 needed extensions beyond the initial ten days from receipt of the request. Auditors reviewed each request to determine whether the "unusual circumstances" permitted under the CPRA were cited in each of the 22 requests.

The Department met the standard if each request documented an explanation for the 14-day extension, and the explanation was an "unusual circumstance" as defined by the CPRA provision.

Findings

Twenty (91 percent) of the 22 record requests met the standard for this objective.

Of the two 2023 requests that did not meet the standard, the Department quoted the prior year's CPRA Government Code provision instead of the current one as a justification for the extensions despite the same legal content.[10]

Objective No. 3 – Fulfilled Record Request Provided to Requestor and Unfulfilled Record Request Justified

Criteria

California Public Records Act Unit Manual states:[11]

> "The fundamental precept of the CPRA is that governmental records shall be disclosed to the public, upon request, unless there is a specific reason not to do so."

The People's Business, A Guide to the California Public Records Act states:[12]

> "The right of access to public records under the Public Records Act (PRA) is not unlimited; it does not extend to records that are exempt from disclosure. . .The PRA itself contains numerous exemptions from disclosure.[13] . . . Despite the California Legislature's goal of accumulating all of the exemptions from disclosure in one place, there are also numerous laws outside the PRA that create exemptions from disclosure."[14]

These exemptions, which are codified in the CPRA, are referenced in the *California Public Records Act Unit Manual* and include the following:

- Exemptions for Personnel, Medical, or Similar Records;
- Exemptions for Preliminary Notes, Drafts, and Memoranda;
- Exemptions for Investigative Records and Intelligence Information;
- Exemptions for Litigation and Attorney Records;
- Other Exemptions; and,
- Public Interest Exemptions.[15]

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[10] The Department quoted the former CPRA Government code provision, Section 6253 (c), as the justification for the extensions.

[11] See California Public Records Act Unit Manual, June 2023, Section 1, *Summary:* California Public Records Act, Section 1.1, *Overview*, p. 4.

[12] See League of California Cities, The People's Business, A Guide to the California Public Records Act, Revised September 2022, Chap. 1, *Introduction and Overview*, *Exemptions from Disclosure - Protecting the Public's Fundamental Right of Privacy and Need for Efficient and Effective Government*, p. 6.

[13] Gov. Code, § 7921.000 *et. seq.* (formerly Gov. Code, § 6250 *et seq.*). There are currently over 75 exemptions.

[14] Gov. Code, § 7930.000 *et. seq.* (formerly Gov. Code, § 6275 *et seq.).*

[15] See Los Angeles Police Department webpage, *California Public Records Act*, at CPRA-Unit-Manual-v11-6-22-2023.pdf (usgovcloudapi.net) for categories of records exempt from disclosure.

California Government Code, Title 1, *General*, Division 10, *Access to Public Records*, Part 3, *Procedures and Related Matters*, Chap. 1, *Request for a Public Records*, Article 2, *Procedural Requirements Generally*, Section 7922.530 (a), states:

> "Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person . . .Upon request, an exact copy shall be provided unless impracticable to do so."

Objective No. 3(a) – Fulfilled Record Request Provided to Requestor

Inspection Procedures

The Department provided responsive records to 32 of the 95 requests received. A total of 63 requests were not fulfilled for various reasons [assessed in Objective No. 3(b)]. The 32 fulfilled record requests were assessed to verify that the records were in fact provided to the requestor as indicated.

Auditors reviewed each of the 32 fulfilled record requests to determine whether each responsive and non-exempt record was provided by uploading the record onto NextRequest, where it was made available to the requestor, and an exact copy (e.g., scan, photocopy) of the record was provided to the requestor via the requestor's preferred method of communication, e.g., email or United States Postal Service mail.

The Department met the standard if the record(s) permitted to be disclosed pursuant to the CPRA was made available and an exact copy provided to the requestor.

Findings

Each (100 percent) of the 32 record requests met the standard for this objective.

Objective No. 3(b) – Unfulfilled Record Request Justified

Inspection Procedures

Of the 95 record requests reviewed, 63 were not fulfilled due to a variety of reasons and were assessed for this objective. Auditors reviewed each of the 63 record requests to determine the following:

- Whether a reason (e.g., the Department asserted an exemption or explained that no responsive records were located) was documented for not providing the requested record; and,
- Whether the reason for not providing the requested record was in accordance with the CPRA.

The Department met the standard if the Department documented the reason for not providing the request and it was in accordance with the CPRA.

Findings

Each (100 percent) of the 63 unfulfilled record requests reviewed met the standard for this objective.

Objective No. 4 – Reasonable Effort to Locate Records (Performance Assessment)

Criteria

Department California Public Records Act Unit Manual, June 2023, Section 4, *Responding to Requests for Records*, Section 4.1, *Procedures*, Section C, *Locating Records*, p. 12, states:

> "The Department must make a reasonable effort to search for and locate requested records, including by asking probing questions of Department staff. No bright-line test exists to determine whether an effort is reasonable. That determination will depend on the facts and circumstances surrounding each request. In general, upon the Department's receipt of a CPRA request, all persons or offices that would most likely be in possession of responsive records should be consulted in an effort to locate the records."

Assessment Procedures

Auditors reviewed each of the 95 record requests to determine if any activity was documented to find the records, attempts were made to locate the records, and Department resources were utilized to enhance these efforts. The Department met the conditions if reasonable efforts were made to locate the requested records.

Results

Each (100 percent) of the 95 record requests met the conditions for this objective and contained documentation that indicated reasonable efforts were made to locate the requested records.

Additional Assessment

The Agreement further requires the CPRA Inspection to evaluate and report on the responsiveness of record-holding divisions to requests for records from the CPRA Unit.

The RMLAD often requests assistance from Department entities to fulfill record requests. During this inspection period, of the 95 record requests, RMLAD was able to complete 83 requests independently and required other Department entities to assist with the remaining 12 requests.

Table No. 2 provides a breakdown of the Department entities' responses to RMLAD's requests for assistance. This breakdown offers insight into the Department entities' ability to locate and identify the requested records within the required timeframe.

Table No. 2 – Response to Fulfill the CPRA Requests from Other Department Entities

Entity Fulfilling the CPRA Requests	No. of CPRA Requests	No. of CPRA Requests by Response Time	Response Time to the CPRA Requests
Other Department Entities	12	4	Within 10 days
		5	Within 11-24 days
		3	24+ days

OTHER RELATED MATTERS

A. Proactive Disclosure

The Agreement requires the City to institute and maintain processes for routine proactive disclosure of LAPD records and information in the public interest. The City will:

- Post online LAPD's current Special Orders and entire policy manual;
- Indicate online the date it last confirmed that the Special Orders and policy manual available online reflect the most updated versions;
- Make available to the public online all statistical data that LAPD reports to the California Department of Justice or the Bureau of Justice Statistics;
- Continue to publish online, archive, and keep current the arrest incident data, crime incident data, drug possession arrest incident data, and vehicle and pedestrian stop data it currently maintains on the Los Angeles Open Data website; and,
- Publish online, archive, and keep current LAPD's jail booking data.

Results

The Department met the conditions of the above requirements by posting all the required documents in a timely manner on https://www.lapdonline.org, except for the Special Orders and Administrative Orders category. Specifically, one of the sixteen 2023 Special Orders and two of the eight 2023 Administrative Orders were not uploaded during the inspection period. Upon notification, Media Relations Division immediately uploaded all the missing documents. To prevent this from happening again, Media Relations Division will conduct monthly supervisory reviews to ensure uploads are complete and updated in a timely manner.

B. Historical Data Preservation

The Agreement requires the City to make all reasonable efforts to preserve as "historical" both existing and future documents in certain categories, including Statistical Digests, all LAPD annual Use of Force reports, COMPSTAT (short for "computer statistics") profiles, RD Maps, Geographic Area Maps, Organizational Charts, Office of the Chief of Police Notices, Office of the Chief of Staff Notices, Administrative Orders, Operations Orders, Special Orders, Categorical Use of Force Investigation Records, Officer-Involved Shooting (OIS) Files, Board of Police Commission Agenda packages, meeting minutes, etc.

The Agreement states, "The City reserves the right to assert appropriate exemptions and/or privileges as to any documents it has designated 'historical.' The City also reserves the right, at its discretion, to identify and preserve as 'historical' other categories of documents not listed above."

Results

Audit Division assessed if the Department has made reasonable efforts to post existing and historical documents in the above-referenced categories. In all categories, except for OIS files, the Department has posted all required documents in a timely manner. Given that OIS files required extensive review and redaction before posting, AD evaluated if the Department published the records as they became available. The inspection found the Department has made progress in this area by posting historical OIS files ranging from 1967 to 2021 as they became available to be released to the public.

The Department met the conditions of the requirements by making reasonable efforts to preserve historical data by posting the available documents on https://www.lapdonline.org/.

ACTIONS TAKEN/MANAGEMENT RESPONSE

Auditors provided a draft report to the Commanding Officers, Risk Management and Legal Affairs Division, and Media Relations Division, who were in general agreement with the audit findings and provided responses, respectively (see attached).

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between "the Parties": Plaintiffs-Petitioners Ali Winston, ACLU of Southern California, Kelly Hernandez, and Shawn Nee (collectively, "Petitioners"), and the City of Los Angeles and the Los Angeles Police Department ("LAPD") (collectively, "the City").

WHEREAS, on April 24, 2017, Petitioners filed a Corrected Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief alleging violations by LAPD of the California Public Records Act ("CPRA") and the California Constitution, Cal. Const. art. I § 3, in the Superior Court of the State of California, County of Los Angeles, Case No. BS 169474 ("Litigation");

WHEREAS, the City denies the allegations made by Petitioners in the Litigation;

WHEREAS, the Parties have agreed to settle the matters raised in the Litigation;

WHEREAS, by this Agreement, the Parties intend to settle any and all of Petitioners' claims or causes of action, including those for injunctive relief, against the City, as well as claims for monetary relief, damages, attorneys' fees, expert witness fees and expenses, and all other expenses and costs that have been or will be incurred, in connection with the allegations raised in the Litigation.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

1. Public Records Access Policy. LAPD will adopt, maintain, and enforce an administrative policy, procedure and protocol regarding LAPD's compliance with CPRA. The policy, procedure and protocol will be set forth in an LAPD Order, as attached in Exhibit A ("Order"). Within one month of execution of this agreement by all Parties (as further defined in Paragraph 18 below), LAPD will issue a written notice to all LAPD employees advising them of the Order. LAPD reserves the right to revise the Order so long as the revisions are consistent with the prevailing law and this Agreement. The City will make the Order available to the public online.

2. CPRA Unit. LAPD will adopt an LAPD CPRA Unit Manual (Manual) that it is fully consistent with the Order. LAPD reserves the right to revise the Manual so long as the revisions are consistent with the prevailing law and this Agreement. LAPD will make the Manual available to the public online. The procedures and protocols set forth in the Manual and relevant training will instruct LAPD staff of their legal obligations under CPRA and the relevant timeframes for responding to CPRA requests, as described more fully below.

   a. To reflect the current law, the Manual will:

      i. Unequivocally instruct LAPD staff on their legal obligations to respond to requests within 10 days, or 24 days in unusual circumstances, with the following information: (i) whether the information requested exists; (ii) whether LAPD will

release any of the information, and if so, when and how; and (iii) the legal reasons for withholding any requested information;

ii. Instruct staff that an extension of the 10-day response period is permitted only in unusual circumstances defined as follows: (i) the request requires the search and collection of records from multiple physical locations separate from the offices of the CPRA Unit and Department headquarters; (ii) the request requires the collection of voluminous records separate and distinct from each other; (iii) the request requires consultation with another agency that has a substantial interest in the processing of the request; or (iv) the request requires computer programming;

iii. Instruct LAPD staff on their legal obligations to notify the requestor before extending the 10-day response period and to give the reason(s) for the extension and the date on which a determination is expected, not to exceed an additional 14 days;

iv. Instruct LAPD staff on their legal obligations to produce requested records promptly; and

v. Instruct LAPD staff on their legal duties to identify records and information responsive to the purpose of the request.

b. The Manual will also:

i. Instruct LAPD staff that they may withhold records only if authorized by CPRA or other state or federal laws;

ii. Clarify the difference between CPRA's discretionary and mandatory exemptions and state that LAPD staff shall consult with a supervisor for further instruction when discretionary disclosure of a record appears appropriate in light of the public interest in disclosure and the absence of countervailing privacy and public safety concerns; and

iii. Instruct LAPD staff to disclose the record holding division if a requestor asks for such information in the course of communications about a CPRA request.

c. Relevant training and/or instruction will include guidance about relevant aspects of LAPD's information technology and the physical locations of various types of records, and assistance with overcoming any logistical or practical barriers in obtaining records.

3. Online Public Records Portal. The City will maintain an online public records portal that enables members of the public to do the following as it relates to CPRA Requests to LAPD:

a. Submit public records requests online;

b. Browse, search and sort public records requests;

c. View the following information about all public records requests submitted to LAPD:

i. Date the request was received;

ii. Text of request (subject to redactions to protect privacy);

iii. CPRA Unit staff point of contact for request;

iv. A timeline of activity that shows the date the request was opened, the date the request was closed, and correspondence between the requestor and LAPD staff about the request.
v. Date documents were produced;
vi. Documents produced in response to the request; and
vii. Date request was closed;

d. Download public records that LAPD produces in response to requests; and
e. Browse, sort, and search by subject matter for records available for download.

4. Proactive Disclosure. The City will institute and maintain processes for routine proactive disclosure of LAPD records and information in the public interest, and will make such documents available online for download. The City will:

a. Post online, in a reasonably conspicuous or easily searchable manner, LAPD's current special orders and entire policy manual;

b. Indicate online the date it last confirmed that the special orders and policy manual available online reflect the most updated versions;

c. Make available to the public online all statistical data that LAPD reports to the California Department of Justice or the Bureau of Justice Statistics;

d. Continue to publish online, archive, and keep current the arrest incident data, crime incident data, drug possession arrest incident data, and vehicle and pedestrian stop data it currently maintains on the Los Angeles Open Data website; and

e. Publish online, archive, and keep current a dataset reflecting LAPD's jail booking data, including the following information about each booking: booking number or Release from Custody ("RFC") number, booking date and time, race of person booked, sex of person booked, date of birth or age of person booked, charge for which person was booked, location of booking, and disposition.

5. Responses to Petitioner Kelly Hernandez's Public Records Act Requests. By no later than May 1, 2019, the City will complete the following with respect to the records responsive to Petitioner Kelly Hernandez's public records request currently held at the City Records Center ("CRC"):

i. Determine whether the records are exempt from disclosure under CPRA;
ii. Determine whether LAPD will disclose the records or any reasonably segregable portions of them;
iii. Digitize all responsive Officer Involved Shooting files; redact the names and address of victims and witnesses from the files; and disclose to Petitioner Kelly Hernandez the redacted copies of the files which shall include the officers' names; and
iv. Provide all other disclosable records or reasonably segregable portions of records to the University of California, Los Angeles to be digitized.

6. Historical Records Preservation. The City will make all reasonable efforts to preserve as "historical" both existing and future documents that fall into the following categories:

a. Statistical Digest (Year)

b. LAPD Annual Reports

c. LAPD End of Year Reports

d. LAPD Use of Force Year End Reviews

e. Chief of Police General Staff Meeting Agendas

f. Chief of Police Speeches, Press Releases, and Correspondence

g. Department Manuals, Procedures Manuals, Tactical Manuals, and Division Manuals

h. LAPD City COMPSTAT Profiles

i. LAPD Citywide COMPSTAT Profiles

j. RD Maps, Geographic Area Maps

k. Awards and Decorations – Spreadsheet/Covers and Ceremony Programs

l. The Beat Magazine

m. LAPD Organization Charts

n. OCOP (Office of the Chief of Police) Notices

o. OCOS (Office of the Chief of Staff) Notices

p. Administrative Orders

q. Operations Orders

r. Special Orders

s. Uniform Committee Notices

t. Photographs of key LAPD events, e.g. graduation photos, various ceremonies, facilities

u. Police Commission Agenda Packages

v. Police Commission Meeting Minutes

w. Police Commission Agenda Packages - Confidential

x. Categorical Use of Force Investigation, Review, and Adjudication Records and Officer-Involved Shooting Files

y. OIG Audits, Investigations, and Reports

z. Settlement Agreements

The City reserves the right to assert appropriate exemptions and/or privileges as to any documents it has designated "historical." The City also reserves the right, at its discretion, to identify and preserve as "historical" other categories of documents not listed above.

7. Monitoring. The City will include a CPRA Inspection in LAPD's annual audit plan for a term of five years following the execution of this agreement by all Parties (as described in

Paragraph 20 below). The CPRA Inspection will evaluate and report on the LAPD's compliance with both the CPRA and this Settlement Agreement, including the response and production times for public records requests submitted to LAPD, the frequency and propriety of 14-day extensions invoked pursuant to Gov't Code § 6253(c), the accuracy and thoroughness of LAPD's determination of whether it has responsive disclosable records, and the responsiveness of record holding divisions to requests for records from the CPRA Unit. The City will publish each CPRA Inspection report online. On an annual basis for a term of five years following the execution of this agreement, the City will present the results of that year's CPRA Inspection to the Los Angeles Board of Police Commissioners at a public meeting and allow for public comment on its presentation.

8. Payment Terms. Within ninety days of the execution of the agreement by all Parties (as described in Paragraph 20 below), the City shall deliver to counsel for Petitioners a check in the amount of $57,500 payable to ACLU Foundation of Southern California in full and complete satisfaction of any and all claims for costs, expenses, disbursements, and attorney fees that the attorneys for Petitioners may have concerning any aspect of this litigation and their representation of Petitioners in this Action.

9. Dismissal with Prejudice. Petitioners agree within ten days of its receipt of payment of the funds described in paragraph 8 herein, they will file a Dismissal with Prejudice of the entire Action entitled *Ali Winston et al. v. Los Angeles Police Department*, Case No. BS 169474. Each Party hereby irrevocably authorizes and directs its attorneys of record to execute and deliver to the court the Dismissals with Prejudice, so that the same may be filed with the Court in accordance with this Agreement.

10. Each Party Responsible for Own Attorneys' Fees and Costs. Subject to the terms of paragraph 8 above, the Parties each shall be responsible for the payment of their own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Settlement Agreement.

11. Binding Agreement. This Settlement Agreement, and each and every item, covenant and condition hereof shall be binding upon and shall inure to the benefit of the respective heirs, successors, insurers, representatives, officers, directors, shareholders, and assigns of the respective Parties.

12. Meet and Confer. In the event that Plaintiffs allege that the City is not conforming with paragraphs 1-8 of this Agreement, Plaintiffs shall, within ten court days of discovering the alleged noncompliance, meet and confer with the City in order to set forth the nature and basis of their concerns, and shall give the City a reasonable opportunity to respond by explaining why they are in compliance with this Agreement or by taking corrective measures to come into compliance. If the Parties are unable to resolve the objections within thirty days of the parties' meeting, Plaintiffs may seek intervention of the Court via a motion for contempt or other relief, after providing the City ten days' notice of its intent to file such a motion.

13. Choice of Law. Each of the Parties hereto agrees that this Settlement Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the internal laws of the State of California.

14. No Modifications Unless in Writing, Signed by all Parties. No modification of this Settlement Agreement shall be effective unless made in a writing signed by all Parties.

15. Section 1123(b) Admissibility and Retention of Jurisdiction. Pursuant to California Evidence Code § 1123(b), the Parties agree and intend that this Settlement Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under Code of Civil Procedure § 664.6. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

16. Entire Agreement. This Settlement Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

17. Invalidity; Severability. In case any one or more of the provisions of this Settlement Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

18. Construction. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

19. Multiple Copies. This Settlement Agreement may be executed in any number of counterparts and multiple copies, and may be transmitted by fax or e-mail, each of which is to be considered as if it were original, but all of which together will constitute one and the same Agreement which shall be fully effective against all persons executing.

20. Council Approval. The Parties understand and agree that this Agreement is subject to final approval by City officers and or officials, including, but not limited to, the City Council ("Official Approval"). The execution of this Agreement is subject to and conditioned upon the granting of Official Approval to make this Agreement final and binding. Within 14 days of the signing of this Agreement by all parties, the person signing this Agreement on behalf of the City will submit a written recommendation that this Agreement be approved.

Date: 4/24/19 _____
Ali Winston

Date: _____ _____
ACLU of Southern California

Date: _____ _____
Shawn Nee

15. Section 1123(b) Admissibility and Retention of Jurisdiction. Pursuant to California Evidence Code § 1123(b), the Parties agree and intend that this Settlement Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under Code of Civil Procedure § 664.6. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

16. Entire Agreement. This Settlement Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

17. Invalidity; Severability. In case any one or more of the provisions of this Settlement Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

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Date: _____ _____
Ali Winston

Date: 5/21/19 _____
ACLU of Southern California

Date: _____ _____
Shawn Nee

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Date: _____ _____
Ali Winston

Date: _____ _____
ACLU of Southern California

Date: 4/10/19 _____
Shawn Nee

Date: 3-12-19

Kelly Hernandez

Date: _____

_____
Los Angeles Police Department
City of Los Angeles, by and through its counsel, A. Patricia Ursea, Los Angeles City Attorney's Office

EXHIBIT A

OFFICE OF THE CHIEF OF POLICE

ADMINISTRATIVE ORDER NO.

SUBJECT: **CALIFORNIA PUBLIC RECORDS ACT – ESTABLISHED; AND, REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS – REVISED**

PURPOSE: The California Public Records Act (CPRA), Government Code Sections 6250 – 6257, establishes the right of the public to access public records. Department records are subject to public disclosure unless a specific legal exemption exists. The purpose of this Order is to revise and establish various Department Manual Sections pertaining to the CPRA and other information release procedures.

This Order supersedes Office of the Chief of Police Notice, *Guidelines for Handling Requests for Department Statistics or Crime Data*, dated June 12, 2012.

PROCEDURE:

I. **CALIFORNIA PUBLIC RECORDS ACT – ESTABLISHED.** Department Manual Section 3/406.30, *California Public Records Act*, has been established and is attached.

II. **REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS – REVISED.** Department Manual Section 3/406.20, *Requests by the Public for Information Contained in Police Records*, has been revised. Attached is the revised Department Manual section with the revisions indicated in italics.

AMENDMENTS: This Order adds Section 3/406.30, and amends Section 3/406.20 of the Department Manual.

AUDIT RESPONSIBILITY: The Commanding Officer, Audit Division, shall review this directive and determine whether an audit or inspection shall be conducted in accordance with Department Manual Section 0/080.30.

MICHEL R. MOORE
Chief of Police

Attachments

DISTRIBUTION "D"

406.20 REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS.

Routine Requests. *Routine requests for copies of, or information contained in, crime, arrest, or traffic reports shall be forwarded to the Commanding Officer, Records and Identification (R&I) Division. Community members requesting such information may be directed to http://lapdonline.org/faqs for specific instructions.*

> **Exception:** News releases and information about newsworthy incidents shall be handled in accordance with Section 3/406.10 of the Department Manual.

Requests for Master Arrest Blotter Information. Requests for Master Arrest Blotter Information *shall* be submitted in writing to:

> The Commanding Officer, *Legal Affairs* Division
> *200 N. Main Street, 7th Floor*
> *Los Angeles, CA 90012*

> **Exception:** Requests for Blotter information for incidents less than 24 hours old may be made verbally to either the Commanding Officer, R&I Division, for Department-wide arrest information, or to the watch commander of the Department jail facility for arrests occurring within the Area(s) serviced by the jail.

406.30 CALIFORNIA PUBLIC RECORDS ACT. *The Department is committed to upholding the right of the public to access records and information concerning the conduct of the people's business consistent with the Constitution of the State of California and the California Public Records Act (CPRA). The Department recognizes its obligation to comply with the CPRA, to facilitate public records access, and to promote a culture of transparency and accountability. Pursuant to the CPRA, Government Code Sections 6250 – 6257, all Department records are public records and shall be disclosed to the public, upon request, unless there is a specific legal basis not to do so. The CPRA contains exemptions from disclosure and there are additional laws outside the CPRA that create exemptions from disclosure. The CPRA requires that, within 10 calendar days from receiving a request, the Department notify the requestor in writing whether the Department is in possession of the requested public records and any exemptions asserted by Department. When unusual circumstances exist, as defined by the CPRA, the Department may extend this time to respond by an additional 14 calendar days. The Department must then promptly provide the requestor access to or copies of the responsive and non-exempt records.*

Method of Accepting Requests. *The Department accepts CPRA requests in person, by phone, in writing, or online at lapdonline.org.*

Responsibilities of the California Public Records Act Unit. *The CPRA Unit, Discovery Section, Legal Affairs Division, has primary responsibility for accepting, processing, and responding to CPRA requests for the Department. The CPRA Unit shall log, process, and respond to every public record request it receives, in accordance with the CPRA.*

The CPRA Unit employees shall assist requestors by helping to identify records and information applicable to the request, describing the information technology and physical location in which the records exist, and providing suggestions for expediting the production of records.

Responsibilities of Department Employees. *The duties of Department employees in response to a request for assistance from the CPRA Unit include, but are not limited to:*

- *Reviewing and responding to a request for assistance from the CPRA Unit;*
- *Describing categories of potentially applicable documents and identifying locations where responsive documents may be located within the unit for which the Department employee is responsible;*
- *Identifying other Department employees with knowledge of possible responsive documents and/or their locations;*
- *Searching for requested documents; and,*
- *Reviewing documents and assisting the CPRA Unit to identify information that requires withholding and/or redaction.*

A Department employee responding to a request for records from the CPRA Unit shall provide all requested records to the CPRA Unit. If a Department employee believes that some or all the information in a record is protected from public disclosure, they should provide the record to the CPRA Unit and recommend to the CPRA Unit what information should be withheld and why. If for any reason a Department employee cannot respond to a request for assistance from the CPRA Unit within the time requested by the CPRA Unit, the employee shall notify the CPRA Unit promptly that he or she cannot comply with the request.

Any Department employee not assigned to the CPRA Unit who receives a public records request from a member of the public shall promptly notify his or her supervisor of the request.

Responsibilities of Department Supervisors. *A supervisor who receives a public records request, shall attempt to determine if the requested records are readily available for public release. Many frequently requested Department records are readily available online at lapdonline.org or from other Department resources. It is not necessary to refer such requests to the CPRA Unit. If the requested records are readily available for public release, the supervisor shall provide the records to the requestor. Supervisors may call the CPRA Unit for advice regarding such requests. If the requested records are not readily available for public release, or if the requestor is not satisfied by the records provided, the requestor should be advised to submit a CPRA request to the CPRA Unit. The supervisor may also accept the request, and forward it to the CPRA Unit no more than one calendar day after receipt of the request.*

Employee Accountability. *Any Department employee may be assigned to assist in the work of responding to a public records request and/or preparing records for disclosure. A Department employee who willfully withholds Department records or information relating to a CPRA request or willfully violates any other obligation under this policy may be subject to discipline.*

APPENDIX I

Audit Division Contact: Police Performance Auditor III Sophia Liu, Serial No. N3298, (213) 486-8293 or N3298@LAPD.Online

SOPHIA LIU
Project Manager, Audit Division

SERGIO SAIS
Officer-In-Charge, Audit Division

Sharon Sargent, Police Administrator
Commanding Officer, Audit Division

INTRADEPARTMENTAL CORRESPONDENCE

April 16, 2024
14.4

TO: Commanding Officer, Audit Division

FROM: Commanding Officer, Risk Management and Legal Affairs Division

SUBJECT: RESPONSE TO CALIFORNIA PUBLIC RECORDS ACT INSPECTION OF 2023

Risk Management and Legal Affairs Division (RMLAD) is generally in agreement with the results of California Public Records Act (CPRA) inspection of 2023. The following are detailed responses to various components of the inspection in which the standard was met less than 100% of the time.

Objective No. 1 – Timely Initial Notice to Requestor

The inspection reviewed 95 record requests and found that 1 request did not meet the standard to provide a response to the requestor within the ten calendar days with the required information or within the 14-day extension period for extensions. Of the one that did not meet the standard, an analysis revealed:

E-12 X-50: This should have been closed within 10 days or should have had a 14-day extension. It was closed as a duplicate of other open requests; however, it was closed on the 19th day without extension. We have since addressed this issue with our unit analysts.

Objective No. 2 – Justification of Additional 14-Day Extensions

When unusual circumstances exist, as defined by CPRA, the Department may extend the time to respond by an additional 14 calendar days.

The inspection reviewed 95 record requests and found that 22 were extended beyond the initial ten-day response period. Of the 22 extensions, 20 of them met the standard for this objective. Of the two that did not meet the standard, an analysis revealed:

E-08 X-33: We have revised all templates for analysts with updated codes and standardized responses to address the issue.

E-09 X-34: We have revised all templates for analysts with updated codes and standardized responses to address the issue.

If you have any questions regarding the response to the inspection, please contact Lieutenant Eric Quan, Risk Management and Legal Affairs Division, at (213) 847-3615.

YASIR GILLANI, Captain
Commanding Officer
Risk Management and Legal Affairs Division

INTRADEPARTMENTAL CORRESPONDENCE

February 16, 2024
2.24

TO: Commanding Officer, Audit Division

FROM: Commanding Officer, Media Relations Division

SUBJECT: REVIEW OF CALIFORNIA PUBLIC RECORDS ACT INSPECTION FINAL DRAFT REPORT

On February 14, 2024, Media Relations Division (MRD) received the final draft of the 2023 California Public Records Act Inspection report completed by Audit Division. MRD has completed the review process and agree with both the findings and recommendations contained in the report. Moving forward, MRD-Digital Media Section, Online Unit, will conduct monthly supervisory reviews to ensure Special Orders and Administrative orders are constantly updated in a timely manner.

Should you have any questions, please contact Lieutenant II James Park, Media Relations Division, at (213) 486-5910.

(For)

KELLY M. MUÑIZ, Captain
Commanding Officer
Media Relations Division