MEMORANDUM OF AGREEMENT TO SHARE AND PROTECT CONFIDENTIAL LASD INFORMATION

This Memorandum of Agreement (MOA) is entered into by and between the Sheriff of Los Angeles County and the Inspector General of Los Angeles County in the spirit of cooperation in order to effectuate the goals of County Code Section 6.44.190 and provide the Inspector General with extensive access to information, documents and materials without the need for any formal legal process.

PURPOSE

The purpose of the MOA is to establish a working protocol for the Sheriff's Department (LASD) to convey information to the Inspector General (the Inspector General and his staff are herein referred to collectively as "OIG"), the Los Angeles County Board of Supervisors, and the anticipated, although yet to be formally created, Civilian Oversight Commission.

SCOPE

The parties understand and agree that the OIG, the Board of Supervisors, and the Civilian Oversight Commission shall be provided upon request non-confidential and/or non-privileged information and documentation. The remainder of this MOA shall address access to privileged and/or confidential information, including, but not necessarily limited to: personnel files, discipline information, complaints about LASD personnel, LASD investigations (criminal and administrative), information contained in the Department's Personnel Performance Index, force investigations, complaint inquiries, and non-public data and information. The term "information" as used herein means documents (whether in printed or electronic form), Sheriff's videos, databases, the contents of such documents or databases, and any conversations, discussions or meeting including or involving such materials.

TIMELINE AND PROCESS

All requests by the Civilian Oversight Commission, including its members and staff, for information and material shall be handled through, and made by, the OIG. The OIG will obtain access to documents or information by making a request to LASD. LASD shall respond to requests from the Inspector General in a timely manner and without unreasonable delay. Within ten (10) working days of a request, LASD will either (1) provide the requested information to OIG, (2) notify OIG that it will require more time to gather and produce the information, and provide an estimated time frame within which it will provide the information, or (3) notify OIG that it will not provide the requested information.

PERSONNEL RECORDS

The parties agree that the Inspector General will have reasonable access to Sheriff's personnel records upon request, including individually identifiable peace officer personnel records as defined by Penal Code § 832.8. In order to respect the right of privacy of LASD employees, OIG agrees to limit such requests to only those records and that portion of the record deemed necessary to the OIG's purpose.

ACCESS TO PERSONNEL PERFORMANCE INDEX DATABASE

The Inspector General may obtain access to the Personnel Performance Index (PPI) system (or equivalent access on any successor system), including individually identifiable information, by making a request to the Captain of Risk Management Bureau or his/her designee. Direct access to the system will be provided only to OIG personnel specifically designated by the Inspector General and will be on a secured computer terminal maintained at the Sheriff's Department. To respect the right of privacy of LASD employees, OIG agrees to limit such requests to information that the Inspector General has determined is necessary for the OIG to accomplish its purpose, but shall include executive level access when deemed necessary by the Inspector General. Printed copies of PPI material may be obtained, consistent with the terms of this MOA, by making a request to the Captain of Risk Management Bureau or his/her designee.

COMPLAINTS RECEIVED BY OFFICE OF INSPECTOR GENERAL

In the event the OIG receives a complaint from the public regarding the conduct of Sheriff's personnel, and assuming the complainant agrees to the sharing of the complaint with LASD, the complaint will be turned over for investigation to the Sheriff's Department, and the OIG may monitor the investigation consistent with the terms of this MOA. OIG shall not provide any personnel or confidential information to the complainant. In those instances where the complainant does not give OIG permission to share the complaint with LASD, OIG will take reasonable steps to ensure the complaint is addressed to the extent legally possible.

IN-PROGRESS INVESTIGATIONS

The parties agree that the Inspector General can monitor in-progress investigations involving potential bias, deputy force, or misconduct by LASD personnel, including, but not limited to complaint inquiries, deputy-involved shootings, claims review and administrative investigations. The Inspector General can also monitor processes and investigations which implicate constitutional policing, best policing practices, risk avoidance and management and community confidence in Department policies, practices and tactics. The Inspector General will not monitor processes or investigations when not necessary to accomplish the OIG's purpose. The Inspector General will not interfere with the Sheriff's investigative authority or obstruct any investigation, and the Sheriff may limit the manner of such monitoring to protect an investigation, although, except in unusual circumstances, investigators, records, reports, video, or other evidence shall be made accessible in some form, unless the prosecutorial agency responsible for making a filing decision and prosecuting the case objects. Without specific authorization from the Sheriff, OIG personnel will not interview any of the involved parties or independently collect evidence while there is an active LASD criminal or administrative investigation. The incidental gathering of information for an unrelated purpose, such as taking a complaint from a complainant or general information gathered in the course of an audit or inquiry, shall be permitted if it is done in a manner that does not interfere with or obstruct the pending investigation. If, through the monitoring of an investigation, OIG personnel come into possession of any materials or information relevant to that investigation which the OIG has reason to believe is not already known to or in the possession of the LASD, such information/materials will be promptly provided to the appropriate LASD personnel. In the case of investigations that have already been submitted to a prosecuting agency, OIG will ensure that

the information/materials are provided to that prosecuting agency as well as to the LASD.

PRESENCE AT MEETINGS, REVIEWS, DISCUSSIONS

The parties agree that OIG personnel's presence at certain meetings, reviews, and other proceedings where discussions are had with the Sheriff's legal counsel regarding incidents, investigations, and/or disciplinary matters, is necessary in furtherance of the common purpose of improving LASD operations by identifying deficiencies in tactics, training and policies, working on solutions to those deficiencies, monitoring the implementation and effectiveness of corrective actions, and promoting public confidence in law enforcement by reporting on this process (although not the specific content) and the quality of such internal procedures. The parties specifically intend that the presence of OIG personnel will not waive the Department's attorney/client privilege in those instances. The Inspector General agrees to maintain and safeguard the confidentiality of all such discussions. The parties agree that OIG personnel, as part of their oversight function, will be permitted to be present at certain meetings, reviews and proceedings regarding LASD incidents, operations, investigations, disciplinary matters and corrective actions, but not at meetings, reviews and proceedings at which the subjects of the investigation are counseled or compelled to provide statements, nor at meetings in which the Sheriff determines such presence would interfere with or obstruct an ongoing investigation. The Sheriff at all times maintains the ability to obtain legal advice without monitoring by the OIG.

Subject to the above restriction, in order to monitor the integrity of investigations, OIG personnel shall be given the greatest and earliest access to crime scenes that does not interfere with or obstruct an investigation or compromise evidence collection. This access shall be at the sole discretion of the handling detective and the assigned Sheriff's Department command staff.

Subject to the above-described restrictions, the Inspector General, or his designees, shall be provided timely notice of and access to meetings and proceedings that occur on a regular basis, including but not limited to:

- Periodic meetings regarding critical incidents, such as the Critical Incident Review Panel;
- Periodic meetings and internal evaluations regarding uses of force, such as Executive Force Review and Custody Force Review;
- Periodic internal evaluations of significant disciplinary matters, such as Case Review;
- Periodic evaluations of unit operations, such as divisional Risk Management Forum or SCIF; and
- Reviews of inmate deaths, such as Inmate Death Review.

OIG personnel will be notified of, and are welcome to attend, the Sheriff's quarterly Management Conferences.

INMATE MEDICAL RECORDS

The parties agree that the OIG's access to individually identifiable inmate medical and/or mental health records will be in compliance with existing state and federal law.

REVIEW OF CONFIDENTIAL MATERIALS

The Office of Inspector General shall be permitted to make or receive copies of confidential documents from the Sheriff's Department, with the exception of files maintained by the Personnel Administration Bureau or records of pending investigations. Files and records maintained by the Personnel Administration Bureau and records of pending investigations will be viewed by OIG personnel at Sheriff's Department premises except in unusual circumstances. No files, records or copies thereof shall be made or removed from Sheriff's Department premises without the express permission of the Sheriff's Department. Note-taking by OIG personnel shall not violate this provision.

The Sheriff's Department will provide copies of investigations of deputy-involved shootings completed by the Homicide Bureau and investigations completed by the Internal Criminal Investigations Bureau at the same time that it refers those investigations to the Office of the District Attorney or other prosecuting agency unless the prosecutorial agency objects to providing copies of the investigation in a particular case.

Notwithstanding the foregoing, the Sheriff retains the discretion, in unusual circumstances, to require that records be reviewed by OIG personnel on LASD premises.

MAINTENANCE OF CONFIDENTIALITY

The Office of Inspector General will safeguard and maintain the confidentiality of peace officer personnel records and all other privileged or confidential information, materials and records obtained by OIG personnel through the monitoring process or provided by the Sheriff to the OIG and will communicate such information outside of that office only in a manner as provided in this MOA and as currently set forth in subdivision G of County Code § 6.44.190.

The Office of Inspector General will not disclose publicly, including in any open session of the Board of Supervisors or the Civilian Oversight Commission, the contents of peace officer personnel records, as defined by Penal Code § 832.8, or other privileged or confidential information maintained by the Sheriff's Department.

The Inspector General agrees that should the Inspector General receive a formal request from the Board of Supervisors for personnel, investigative, or disciplinary information pursuant to subdivision G of § 6.44.190, the Inspector General will not turn over the requested information until the Sheriff has been advised of the request and the Sheriff has been given an opportunity to make a formal objection to the Board of Supervisors regarding the disclosure. The Inspector General shall at all times comply with the provisions currently set forth in County Code § 6.44.190.

The Inspector General agrees that all requests for privileged or confidential information from the Board of Supervisors, the Civilian Oversight Commission, or any member thereof, shall be handled by the Inspector General, or in his or her absence, the Chief Deputy Inspector General, personally, and not by OIG staff members. With respect to privileged and/or confidential information that does not fall within the parameters of subdivision G of § 6.44.190, unless the Sheriff articulates a specific reason not to do so, the Inspector General may provide the Board of Supervisors, the Civilian Oversight Commission, or any individual member thereof, with (1) a brief description of the allegations of the incident (without including the names of any individual employees, and provided the disclosure will not interfere with or obstruct the investigation), (2) a

statement as to whether there is an investigation pending and the unit/entity responsible for conducting the investigation, (3) identification of what material the OIG reviewed, and (4) an update as to the status of the investigation. The specific contents of the material reviewed by the Inspector General will not be disclosed. The parties recognize that the Sheriff desires to be as transparent as possible, and may, within the parameters of all applicable laws, choose to allow additional information to be conveyed when the parties deem it appropriate. The Inspector General will at all times exercise discretion to ensure that information is provided in a manner which minimizes any risk to the privacy of any LASD employee, avoids interference with the independent operation of the Sheriff's Department, and maintains public safety. Such information shall be provided in a manner which will not result in public disclosure and the OIG will take steps to ensure that re-disclosure by the Civilian Oversight Commission and others does not occur. Such steps shall include the requirement that all OIG personnel and Civilian Oversight Commission members and personnel be provided a written advisement of their duty to maintain the confidentiality of all privileged and/or confidential information they access, and that those individuals also sign a nondisclosure agreement.

PENALTIES FOR IMPROPER DISCLOSURE

The parties intend that all disclosures contemplated by this MOA comply with all applicable laws. Any County officer, agent or employee who improperly discloses confidential and/or privileged information is subject to discipline, up to and including termination, and may further be subject to criminal and/or civil penalties where applicable. The parties agree to cooperate fully with any investigation of an alleged improper disclosure of confidential and/or privileged information.

SHERIFF'S REVIEW OF OIG REPORTS

The parties agree that the Inspector General shall make available for review by the Sheriff's Department any reports intended for public dissemination prior to their release, at such a time as affords the Sheriff's Department a reasonable opportunity to verify that no confidential or erroneous information is included within.

WITHDRAWAL

Either party can withdraw from this agreement upon written notice to the other party. Any information provided prior to such notice, and within 24 hours following such notice, remains subject to the terms of the agreement.

TERMINATION

This MOA will be terminated upon the withdrawal of either party as set forth above.

NO WAIVER

This MOA is not intended and shall not be construed to waive, or in any manner preclude by estoppel or prior agreement, the right of any party hereto to subsequently challenge: (1) any and

all of the terms of this MOA, and/or (2) the right of any person or entity to obtain or review deputy personnel file information that is deemed confidential by the California Government Code or Penal Code.

NOTICES

Formal notices under this agreement shall be made as follows:

For the **Sheriff:** By email to: jmcdonne@lasd.org

For the **Inspector General:** By email to: mhuntsman@oig.lacounty.gov

The email shall specifically state that it is intended as formal notification pursuant to this MOA.

MODIFICATION

This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

JIM McDONNELL
SHERIFF

Max Huntsman
Inspector General

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By Mary C. Wickham