

## INJUNCTIVE RELIEF AGREEMENT

### I. POLICIES GOVERNING USE OF SEARCH CANINES

1. Policies and practices governing the use of police service dogs to search for felony or armed misdemeanor suspects<sup>1</sup> shall be contained in the K-9 Manual, the Los Angeles Police Department Manual, and the August, 1992 Police Commission Guidelines and Recommendations and this Agreement.

2. By and through this Agreement, the Los Angeles Police Department Canine Unit recognizes that deployment and use of search canines should be based upon an evaluation of the totality of the circumstances including (but not limited to) the following factors:

- \* the nature of the crime,
- \* the propensity for and possibility of violence to officers and others,
- \* the threat and level of danger to officers or residents,
- \* the age of the suspect (if known prior to the commencement of the search), and,
- \* the believed overall effectiveness of the operation.

A consideration of these factors should be made in order to determine if the deployment is in the best interests of the Department and the community, and is in the furtherance of officer and public safety.

3. A primary function of the deployment of a police service canine is to find and locate suspects, although depending upon the circumstances, deployment of the police service dog for protection and safety purposes may be required.

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<sup>1</sup> Hereafter, the term "suspect" shall mean a person believed to have committed a felony, or, a person armed with a gun who is believed to have committed a misdemeanor.

4. While the use of a police canine to inter-act and ultimately bite a suspect may be necessary in situations which cannot be otherwise controlled, the use of the canine to bite a suspect should not be resorted to unless other reasonable alternatives have been exhausted or would clearly be ineffective under the particular circumstances.

5. The Department recognizes that the search canines are trained to function upon command and cannot be expected to use human judgment or reasoning; in that regard, if a concealed suspect quickly confronts and assaults a canine prior to the handler's ability to call off the canine, and the canine reacts by instinct, a bite might occur.

In circumstances where the canine has been attacked by the suspect and responds by biting, all available tactical measures shall be used to call the dog off quickly and as safely as possible to reduce the risk and degree of injury to the suspect, the officers, and the dog.

6. Situations wherein a police canine is commanded to bite a suspect and/or apprehend a suspect by biting should only be in those circumstances wherein the suspect would pose a risk of imminent danger to officers and the community, or, when a suspect is fleeing from officers and the failure to quickly apprehend the suspect would pose a risk to the suspect, officers, and the community. As in all situations, only those tactics which are reasonable and necessary to protect officers or others from bodily harm may be used.

In the situation wherein a canine is ordered to apprehend a fleeing suspect, officers shall make every effort to verbally warn the suspect that a dog will be released. Should contact occur between the canine and the suspect, all available tactical measures shall be used to call the dog off as quickly and as safely as possible to reduce the risk and degree of injury to the suspect.

7. Whether or not a "Risk of Imminent Danger" is present will naturally depend upon the circumstances; officers must be capable of articulating those circumstances, which may include, but are not necessarily limited to, the following situations:

\* the suspect attempts and/or assaults officers or others with either a weapon (other than a gun) or the use of great bodily force,

\* delay in deployment of additional officers would result in injury to the suspect as well as the community, i.e. a hostage or barricade situation, or,

\* the suspect threatens to use deadly force on officers or himself/herself.

8. Use of a police service dog to unnecessarily bite any individual shall be investigated through the current disciplinary processes, resulting in appropriate action as deemed necessary.

## II. PROCEDURES FOR THE USE OF POLICE SERVICE DOGS

9. Warnings, as currently mandated by Police Commission Guidelines, shall be given by the K-9 handler (or someone so designated) prior to the deployment of the canine. Warnings routinely shall be given in English and Spanish. If the circumstances indicate that the suspect understands a language other than English or Spanish, the warnings, if at all possible, shall be given in a language understandable by the suspect prior to the search.

Prior to searching, the following warning shall be used:

This is the Los Angeles Police. A police dog is going to be used to find you. If the dog is used, you may be bitten. Surrender now or the dog will be used. You have one minute to surrender. Make your location known to us immediately. Put down all weapons, come out with your hands raised, and follow directions.

10. In those situations wherein known articulable facts indicate that tactics and/or officer or public safety may be compromised by a warning, the K-9 officer shall advise the on-scene supervisor of those facts and recommend that no announcement be made. If the supervisor concurs, the search may be initiated without the search announcement. On those searches where an

announcement is not made, the facts supporting the decision and the name of the supervisor who concurred shall be included in the Canine Search Report.

11. In circumstances where a perimeter is established, perimeter officers shall verify that they heard the warning. The Canine Search Report shall indicate that a warning and verification took place.

12. The use of subsequent or repeated warnings acknowledges that each search is unique and the search team's response to a suspect and/or the suspect's actions requires flexibility. Subsequent and repeated warnings to a suspect, although not presumptively mandated, should be considered by the handler, particularly in situations where verification of the original warning can not be obtained, e.g. searches in buildings or dense areas. Where possible, a subsequent warning should be given.

13. If a subsequent or repeated warning is given, it should be noted in the Canine Search Report. A suggested format for a subsequent warning would be as follows:

Surrender now. If you try to flee, the dog will catch and bite you. If the dog approaches you, keep still and do not move, or you may be bitten. Make your location known to us immediately and await further instructions.

14. As is currently the practice, all LAPD dogs shall be trained in the Revere method; the police service dog shall alert to the location of a suspect by barking and, if practicable, maintain a reasonable distance from the suspect. Current training methods, which include the use of an electronic collar as a means of back-up for canine error and fine tuning of obedience work, shall remain in full force and effect.

### III. PROCEDURES FOR REVIEW

15. A bite inflicted upon a suspect that did not require hospitalization shall be documented in the handler's canine search report. Included in the search data report shall be a description of the circumstances that gave rise to the bite.

16. All bites not requiring hospitalization shall receive three levels of review. Upon notification that a bite has occurred, a K-9 sergeant shall be assigned to conduct a bite investigation. This investigation shall involve review of the handler's report as well as contacting and interviewing witnesses to the incident and obtaining all pertinent reports, such as the RA treatment slip, the arrest report, and other documents deemed necessary to complete the investigation. The bite investigation shall then be reviewed by the OIC of the K-9 Unit and the Captain of Metropolitan Division.

17. A bite investigation and review should reveal in writing whether and why the bite was necessary, whether the tactics were appropriate, and whether the bite was within policy.

18. The range of discipline which may be imposed upon a canine handler for out of policy deployment, usage, or tactics attributable to the handler's error, omission, or intentional act shall parallel the criteria and procedures now in place for the evaluation of an officer's conduct relative to the incident or any other misconduct.

19. All bites requiring hospitalization, shall be investigated the same as those for non-hospitalized bites, but with the following further review: reports by the handler, supervisor, K-9 OIC, and Metropolitan Captain shall all be forwarded to the Commander of Uniform Services Group, the Deputy Chief of Operations Headquarters Bureau, and to the Chief of Police. A person bitten by a LAPD canine shall be deemed hospitalized for the purposes of this Agreement when the following occurs: when admission to the 13th Floor jail ward Los Angeles County Medical Center, admission to any hospital, and/or placement in the jail ward infirmary occurs for injuries related to the bite.

20. Photographs of bite injuries shall be photographed by the sergeant investigating the bite, if practicable at the time of treatment by paramedics or at a hospital emergency room. If admitted to the hospital, SID shall be called upon to photograph the injury at the site of treatment. All photographs and negatives shall remain with the bite investigation file.

21. The K-9 Unit shall add the following fields of information to its current database: search team officer's names,

race of the suspect, whether the bite resulted in hospitalization, the booking charge of the suspect, if any, whether the K-9 Unit was requested and by whom, (i.e. LAPD Unit, Division, Communications, etc.) and location of the K-9 unit (by Division) at the time of the receipt of all calls to which the K-9 Unit responded by going to the scene and conducting a search.

22. An annual audit of the performance of the K-9 Unit shall be conducted and presented to the Los Angeles Police Commission. A narrative description of the K-9 Unit's activities, duties, deployment patterns, and resource allocations/needs shall be part of the audit, in addition to providing statistics that include the number of searches by division, the find ratio, the number of bites, and the number of hospitalizations relating to bites.

23. As required by both State and Federal constitutional law, the deployment of LAPD canines, as with any other police tactic, must be achieved through non-raced based decision-making and without racial animus towards one person, one group and/or groups of persons.

Plaintiffs, as well as the general public, shall be provided data as set forth in ¶ 21 and ¶ 25 to make whatever analysis they choose. If, after an analysis of any four quarters of data, plaintiffs become concerned about deployment patterns, this shall first be subject to the meet and confer provisions of ¶ 27 as modified herein:

1) All analyses of data conducted by plaintiffs' counsel that form the basis of the request for the meet and confer shall be forwarded, in writing, to the City Attorney, Chief of Police, and the Los Angeles Police Commission;

2) The Los Angeles Police Department shall have sixty days to respond, in writing, to the concerns and data analysis presented on this issue;

3) If the meet and confer obligations fail to resolve concerns of plaintiffs' counsel, then the matter shall be forwarded to the Los Angeles Police Commission for action.

4) If, after sixty days, Police Commission action fails to provide an adequate remedy, then it shall be the

obligation of plaintiffs' counsel to seek relief from the Superior Court upon appropriate notice to all parties and a showing to the court that there exists an unjustified pattern of discriminatory deployment of the K-9 Unit.

24. A quarterly report to the Chief of Police and Police Commission shall include the above statistics, with the option of including narrative or qualitative analysis.

25. The annual report and quarterly reports shall be made available to members of the public and forwarded upon completion to plaintiffs' counsel. The identity of persons found and/or bitten shall remain confidential. In addition, the LAPD Canine Database and the Los Angeles Police Department Statistical Digest (if available) shall be provided to plaintiffs' counsel on disc for ready computer access.

26. This Agreement shall remain in full force and effect from the date of its execution for a period of five years, except that the data entry requirement of paragraph 21 shall commence within 90 days of the execution of this Agreement.

The first quarterly report shall be due on or before October 31, 1995 with quarterly reports then due January 31, April 30, July 31, and October 31 for the years 1995 through 2000. The annual audit and report shall be due on or before each April 30, commencing in 1996 through to the end of the year 2000.

To assist in the data-gathering and audit processes, plaintiffs shall provide/donate to defendants computer equipment with the understanding that the computer equipment provided shall be for the sole use of the Canine Unit and for no other purpose.

27. The parties reserve the right to modify, amend or otherwise alter the guidelines set forth herein upon ninety days' notice to the parties. If, during the ninety days, an objection is made to the proposed modifications/alterations, the parties agree to meet and confer. If the meet and confer process fails to satisfy the party seeking modification, then it shall be the obligation of the party requesting a modification to this Agreement to seek relief from the Superior Court upon appropriate notice to all parties.

28. The parties agree that this Agreement may only be modified in a writing executed by the parties to be charged with such modification. Any and all alterations and modifications to this Agreement shall be and signed by all parties, their representatives and/or agents. To be effective, said writing shall expressly state that it is in modification to this Agreement.

29. The Parties agree that the terms of this Agreement are enforceable by the filing of an action seeking specific performance and/or injunctive relief if there has been a violation of this Agreement presented to the City, through its attorneys, that has not been resolved through the meet and confer requirements set forth in paragraphs 23 and 27, said procedures being deemed a condition precedent to the filing of a suit to enforce the terms of this Agreement.