

MEMORANDUM OF AGREEMENT

Between the United States Department of Justice

and

Prince George's County, Maryland and
The Prince George's County Police Department

January 22, 2004

I.	INTRODUCTION	1
	A. Background	1
	B. General Provisions	1
	C. Definitions	4
II.	GENERAL POLICY ON RESPONDING TO INCIDENTS INVOLVING MENTALLY ILL PERSONS	6
III.	USE OF FORCE POLICIES	6
	A. General Use of Force Policies	6
	B. Oleoresin Capsicum (OC)	7
IV.	EVALUATION, DOCUMENTATION, AND REVIEW OF USES OF FORCE	8
	A. General Use of Force Incidents	8
	B. Critical Firearms Discharges and Creation of Firearm Discharge Review Board	10
V.	TRAINING	11
	A. Management Oversight	11
	B. Curriculum	12
	C. FTOs	14
VI.	RECEIPT, INVESTIGATION, AND REVIEW OF MISCONDUCT ALLEGATIONS	14
	A. Public Information	14
	B. Filing and Tracking Complaints	15
	C. Investigation of Complaints	16
VII.	MANAGEMENT AND SUPERVISION	18
	A. Early Identification System	18
	B. Oversight	22
	C. Use of Video Cameras	23
VIII.	MONITORING, REPORTING, AND IMPLEMENTATION	24
	A. Independent Monitor	24
	B. Independent Monitor Reports	28
	C. County Reports and Records	29
	D. Implementation	29

Prince George's County Police Department
Memorandum of Agreement

I. INTRODUCTION

A. Background

1. In July 1999, the Department of Justice initiated an investigation of alleged misconduct by the Canine Section of the Prince George's County Police Department. In October 2000, the Department of Justice initiated an investigation of an alleged pattern or practice of excessive force throughout the Prince George's County Police Department. Both investigations were commenced pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. Upon assuming office, County Executive Jack B. Johnson sought to resolve the issues regarding the two Department of Justice investigations. The County Executive met with Department of Justice officials to facilitate Prince George's County's cooperation with the Department of Justice investigations and craft agreements addressing all the parties' concerns. This Agreement, along with the separate Consent Decree regarding the Canine Section investigation, is the result of a cooperative effort which evinces a commitment to constitutional policing on the part of the Department of Justice; Prince George's County, Maryland; and the Prince George's County Police Department.

B. General Provisions

2. The United States and Prince George's County, a chartered governmental corporation in the State of Maryland, share a mutual interest in promoting effective and respectful policing. They join together in entering this Agreement in order to promote police integrity and prevent conduct that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.
3. This Agreement is effectuated pursuant to the authority granted the Department of Justice under the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 ("Section 14141"), to seek declaratory or equitable relief

to remedy a pattern or practice of conduct by law enforcement officers that deprives individuals of rights, privileges or immunities secured or protected by the Constitution or laws of the United States.

4. Nothing in this Agreement or the negotiation process shall be construed as an admission or evidence of liability under any federal, state or local law.
5. Neither Prince George's County's entry into this Agreement nor its decision to implement changes to Prince George's County Police Department policies and procedures is an admission by Prince George's County, the Prince George's County Police Department, or any officer or employee of either, that any of them has engaged in any unconstitutional, illegal or otherwise improper activity or conduct, which Prince George's County and the Prince George's County Police Department specifically deny. The Department of Justice has conducted an investigation pursuant to Section 14141 into the Prince George's County Police Department's use of force and related management practices. At the close of the investigation, the Department of Justice determined that the jurisdictional requirements of the statute were sufficiently satisfied to permit the parties to enter into this Agreement. As a result of Prince George's County's and the Prince George's County Police Department's high level of voluntary cooperation and the parties' shared goals and willingness to implement meaningful change without need for litigation, the Department of Justice believes this Agreement, rather than contested litigation, represents the best opportunity to address the Department of Justice's concerns regarding the Prince George's County Police Department's use of force and accountability practices.
6. The parties enter into this settlement jointly for the purpose of avoiding the burdens of litigation, and to support vigorous and constitutional law enforcement. Moreover, joint entry of this Agreement is in the public interest since it provides for expeditious remedial activity, promotes the use of the best available policing practices and procedures, and avoids the diversion of federal and Prince George's County resources to adversarial actions by the parties.
7. Nothing in this Agreement is intended to alter the lawful authority of Prince George's County Police Department officers to use force, effect arrests and file charges, or

otherwise fulfill their law enforcement obligations in a manner consistent with the requirements of the Constitutions and laws of the United States and the State of Maryland, including the Maryland Law Enforcement Officers' Bill of Rights ("LEOBR"), Md. Code Ann., Public Safety §§ 3-101 to - 113 (2003).

8. Nothing in this Agreement is intended to: (a) alter the existing collective bargaining agreements between the County (as defined in paragraph 17 infra) and Police Department employee bargaining units; or (b) impair the collective bargaining rights of employees in those units under state and local law. The parties acknowledge that the County's implementation of this Agreement may require compliance with the consulting process. The County shall comply with any such requirement under its collective bargaining agreements and shall do so with a goal of concluding any such processes in a manner that will permit the County's timely implementation of this Agreement. The County shall give appropriate notice of this Agreement to affected employee bargaining units to allow such processes to begin as to the affected provisions of this Agreement. The County agrees to consult with the United States in regard to the positions it takes in any consulting processes connected with this Agreement.
9. This Agreement shall constitute the entire integrated agreement of the parties. No prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
10. This Agreement is binding upon the parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against Prince George's County, the Prince George's County Police Department, or any officer or employee of either, for their conduct or the conduct of Police Department officers; accordingly, it does not alter legal standards governing any such claims. This Agreement does not authorize, nor shall

it be construed to authorize, access to any Prince George's County or Police Department documents, except as expressly provided by this Agreement, by persons or entities other than the United States, Prince George's County, the Prince George's County Police Department and the Monitor.

11. The County agrees to provide necessary support, including financial resources, to the Police Department and the Chief of Police to enable each of them to fulfill their obligations under this Agreement.
12. Prince George's County and the Police Department affirm their commitment to their oath of office to support the Constitution of the United States and the State of Maryland. Prince George's County, by and through its officials, agents, employees, and successors, agrees not to engage in any activity that would constitute a pattern or practice of conduct by law enforcement officers that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. This paragraph does not apply to the Prince George's County employment policies, practices, or procedures.

C. Definitions

13. The term "actively resisting" means the subject is making physically evasive movements to defeat the officer's attempt at control, including bracing, tensing, pushing, or verbally signaling an intention not to be taken into or retained in custody, provided that the intent to resist has been clearly manifested.
14. The term "BPR" means the Bureau of Professional Responsibility.
15. The term "CCOP" means the Prince George's County Civilian Complaint Oversight Panel.
16. The term "CID" means the Criminal Investigative Division.
17. The term "County" means Prince George's County, Maryland.
18. The term "critical firearm discharge" means each discharge of a firearm by a PGPD officer with the exception of range and training firings and discharges at animals.
19. The term "deadly force" means any use of force likely to cause death or serious physical injury, including, but not

limited to, the use of a firearm.

20. The term "discipline" means a written reprimand, suspension, demotion, dismissal, loss of leave, or imposition of a fine.
21. The term "DOJ" means the United States Department of Justice and its agents and employees.
22. The term "EIS" means the Early Identification System.
23. The term "force" means any physical coercion used to effect, influence or persuade an individual to comply with an order from an officer. The term shall not include ordinary, unresisted handcuffing. The term shall include the use of chemical irritant and the deployment of a canine.
24. The term "FTO" means a field training officer.
25. The term "including" means "including, but not limited to."
26. The term "LEOBR" means the Maryland Law Enforcement Officers' Bill of Rights, Md. Code Ann., Public Safety §§ 3-101 to -113 (2003).
27. The term "less lethal force" means any use of force that is neither likely nor intended to cause death or serious physical injury.
28. The term "Monitor" means a person or team of people who shall be selected, pursuant to paragraph 91, to monitor and report on the County's implementation of this Agreement.
29. The term "non-disciplinary corrective action" refers to action other than discipline taken by a PGPD supervisor to enable or encourage an officer to modify or improve his or her performance.
30. The term "PGPD" means the Prince George's County Police Department.
31. The term "police officer" or "officer" means any law enforcement officer employed by PGPD, including supervisors.
32. The term "supervisor" means a sworn PGPD employee at the rank of sergeant or above (or anyone acting in those capacities) and non-sworn personnel with oversight responsibility for other officers.

II. GENERAL POLICY ON RESPONDING TO INCIDENTS INVOLVING MENTALLY ILL PERSONS

33. In all appropriate cases involving a mentally ill person, the responding officer will file a request for an Emergency Petition for an In-Patient Evaluation. The PGPD will continue employment of its mental health care professionals that makes such professionals available to assist the PGPD with on site interactions with persons who are mentally ill. The PGPD agrees to continue to provide forty hours training on crisis intervention and dealing with mentally disordered individuals as part of its police academy recruit curriculum. Within six months from the date of this Agreement, the PGPD will supplement its current police mobile-based crisis team. This team will, at a minimum, consist of personnel who are highly motivated and attend annual in-service training by mental health professionals to improve their conflict resolution and situational de-escalation techniques. The PGPD will make best efforts to secure the voluntary services of team members who are also sworn police officers. Members of this team will be available to respond to assist patrol officers deal with mentally ill subjects. The team shall have primary responsibility in dealing with the situation, unless there is a need for quick action.

III. USE OF FORCE POLICIES

A. General Use of Force Policies

34. The PGPD will review and revise its use of force policies as necessary to:
- a. define terms clearly;
 - b. define force as that term is defined in this Agreement;
 - c. incorporate a use of force model that teaches disengagement, area containment, surveillance, waiting out a subject, summoning reinforcements or calling in specialized units as appropriate responses to a situation;
 - d. advise that, whenever possible, individuals should be allowed to submit to arrest before force is used;
 - e. reinforce that the use of excessive force will subject officers to discipline, possible criminal prosecution, and/or civil liability;
 - f. ensure that sufficient less lethal alternatives are available to all patrol officers; and

- g. explicitly prohibit the use of choke holds and similar carotid holds except where deadly force is authorized.

Once the DOJ has reviewed and approved these policies, the PGPD shall immediately implement any revisions.

B. Oleoresin Capsicum (OC)

35. The PGPD will revise and augment its OC policy to:

- a. define all terms clearly;
- b. limit the use of OC to only those cases in which such force is necessary to protect the officer, the subject, or another party from physical harm, or is necessary to effectuate the arrest of an actively resisting subject, or prevent the escape of that subject;
- c. continue to prohibit the use of OC in passive, civil demonstrations;
- d. reinforce the prohibition against using OC spray in crowded areas;
- e. provide that OC may be used only when verbal commands and other techniques that do not require the use of force would be ineffective, or where issuing verbal commands would present a danger to the officer or others;
- f. require, that unless it would present a danger to the officers or others, a verbal warning to the subject that OC will be used must be issued prior to use, and that, where feasible, the officer will defer using OC a reasonable time to allow the subject to comply with the warning;
- g. require officers to target only the subject's face and upper torso when using hand-held OC canisters;
- h. provide guidance regarding the proper duration of a burst of OC and the distance from which it is applied;
- i. require that, absent exceptional circumstances, officers will offer to decontaminate every subject exposed to OC within twenty minutes of the application of OC;
- j. require that officers request medical response or medical assistance for subjects exposed to OC when they complain of continued effects after having been de-contaminated, or they indicate that they have a pre-existing medical condition (e.g., asthma, emphysema, bronchitis, heart ailment, etc.) that may be aggravated by OC;

- k. Require that officers remove a subject exposed to OC from a face down position as soon as it is safe to do so; and
- l. provide that OC may be used on a restrained subject only when, absent the use of OC, the subject or another person is likely to suffer injury, or escape.

Once the DOJ has reviewed and approved these revisions, the PGPD shall immediately implement the revisions.

- 36. The parties agree that the PGPD shall continue to require officers to notify their supervisor whenever they discharge OC. The PGPD shall continue to require supervisors to document the incident on a Commander's Information Report. In addition, the supervisor shall record the basis for discharging OC, including the reason for the level of force used; the duration of the discharge; and an estimate of the distance at which the discharge occurred.
- 37. The PGPD will require that all uses of spray against a restrained person be reviewed by the officer's supervisor, who must, where feasible, take tape-recorded statements from the officer and subject. The PGPD will make best efforts to take tape-recorded statements from other witnesses and third parties. These reviews will be evaluated and signed by the BPR.
- 38. The PGPD will provide regular in-service training on the proper amount of OC to use, how to deliver OC effectively, and the proper anatomical targets for OC.
- 39. The PGPD will continue to maintain an accounting of the number of chemical spray canisters annually distributed to and utilized by each officer. Additionally, the PGPD will maintain an accounting of OC foam dispensers and ammunition used in pepperball launchers.

IV. EVALUATION, DOCUMENTATION, AND REVIEW OF USES OF FORCE

A. General Use of Force Incidents

- 40. Officers shall notify their supervisors following any use of force or upon the receipt of an allegation of excessive force. Except for those instances in which the only use of force is a canine deployment, supervisors will respond to the scene, examine the subject for injury, interview the subject for complaints of pain, and ensure that the subject receives needed medical attention.

41. Supervisors will review, evaluate, and document each use of force, and will prepare a Commander's Information Report ("CIR"). The CIR will include a precise description of the facts and circumstances that either justify or fail to justify the officer's conduct. As part of this review, the supervisor will evaluate the basis for the use of force, and determine whether the officer's actions were within PGPD policy. An officer who used force during the incident, or whose conduct led to an injury, or who authorized conduct leading to the use of force or allegation of excessive force will not be eligible to review the incident.
42. BPR will respond to the scene of all serious uses of force. Serious uses of force are: all uses of force resulting in death; all uses of force by an officer resulting in a broken bone or an injury requiring hospitalization; all uses of force resulting in a loss of consciousness or creating a substantial risk of death, serious disfigurement, or disability; all incidents where a person receives a bite from a departmental canine; and all critical firearm discharges. The BPR will be required to review and evaluate in writing the supervisor's performance reviews of such uses of force.
43. The parties agree that it is improper interview procedure to ask officers or other witnesses leading questions during use of force reviews that improperly suggest legal justifications for the officer's conduct when such questions are contrary to appropriate law enforcement techniques. In each review, the PGPD will consider all relevant evidence including circumstantial, direct and physical evidence, as appropriate, and make credibility determinations, if feasible. The PGPD will make all reasonable efforts to resolve material inconsistencies between witness statements. The PGPD will train all of its supervisors on the factors to consider when evaluating credibility.
44. Supervisors shall conduct a performance review of all uses of force or an injury resulting from a use of force by any officer under their command. In a performance review, supervisors shall interview all witnesses to a use of force or an injury resulting from a use of force. Consistent with the requirements of LEOBR, PGPD supervisors (or BPR as appropriate) shall ensure that all officer witnesses provide a statement regarding the incident. Supervisors (or BPR as appropriate) shall ensure that all use of force reports identify all officers who were involved in the incident or

were on the scene when it occurred. Supervisors (or BPR as appropriate) shall ensure that all reports indicate whether an injury occurred, whether medical care was provided, and whether the subject refused medical treatment. Supervisors (or BPR as appropriate) shall ensure that all reports include contemporaneous photographs or videotapes taken of all injuries at the earliest practicable opportunity, both before and after any treatment, including cleansing of wounds.

45. The District or unit Commander will evaluate each performance review conducted by supervisors, identify any deficiencies in those reviews, and require supervisors to correct any deficiencies. Supervisors will be held accountable for the quality of their reviews. Appropriate non-disciplinary corrective action and/or disciplinary action will be taken when a supervisor fails to conduct a timely and thorough review, or neglects to recommend appropriate corrective action, or neglects to properly implement appropriate corrective action.

B. Critical Firearm Discharges and Creation of Firearm Discharge Review Board

46. The PGPD will investigate or review as appropriate all critical firearm discharges. The PGPD will ensure that the investigation or review accounts for all shots and the locations of all officers who discharged their firearms. The PGPD will conduct all ballistic or crime scene analyses, including gunshot residue or bullet trajectory tests, as appropriate.
47. The PGPD will create a special board to review all critical firearm discharges. The board will review each BPR investigation and supervisor's performance review (if applicable) of a critical firearm discharge for compliance with PGPD policy, as well as for tactical and training implications. The board's review will include investigative files and interviews of the principal investigators and/or supervisors. Following its review, the board will prepare a report for the Chief of Police. The report will be made a part of the complete PGPD file regarding the incident, and it will include a description of the incident (including all uses of force); a summary and analysis of all relevant evidence; proposed findings; and analysis to support those findings. In particular, the board will determine: a) whether all uses of force during the encounter were consistent with PGPD policy and training; b) whether the

officer(s) involved employed proper tactics; and c) whether lesser force alternatives reasonably were available. Membership on the board will rotate, but will at least include a member of the PGPD command staff, a Training Academy representative, the affected Bureau Commander and an attorney from the County Attorney's office.

48. The PGPD policy that defines the Firearm Discharge Review Board's role will:

- a. require the board, absent exceptional circumstances, to review within 90 days of the end of all criminal reviews of the incident, all critical firearm discharges;
- b. set forth the membership of the board;
- c. authorize the board to recommend to the Chief of Police that non-disciplinary corrective action be taken;
- d. require the board to act as a quality control mechanism for all shooting or firearm discharge investigations, with responsibility to return to the investigating unit all incomplete or mishandled shooting or firearm discharge investigations and/or supervisor's performance reviews;
- e. charge the board with the authority and responsibility to recommend to the Chief of Police investigative protocols and standards for all critical firearm discharge investigations and/or supervisor's performance reviews; and
- f. require the board annually to review each critical firearm discharge to detect patterns and/or problems and to report its findings and recommendations to the Chief of Police.

V. TRAINING

A. Management Oversight

49. The PGPD will coordinate and review all use of force policy and training to ensure quality, consistency, and compliance with applicable law and PGPD policy. The PGPD will conduct regular subsequent reviews, at least semi-annually.

50. The Director of the Academy, either directly or through his/her designee(s), consistent with Maryland law and the Maryland Police and Correctional Training Commission standards, will:
 - a. ensure the quality of all use of force training;
 - b. develop and implement use of force training curricula;
 - c. select and train PGPD officer trainers;
 - d. develop, implement, approve, and oversee all in-service training;
 - e. develop, implement, approve, and oversee a patrol division roll call protocol designed to effectively inform officers of relevant changes in policies and procedures;
 - f. establish procedures for evaluating all training curricula and procedures; and
 - g. conduct regular needs assessments to ensure that use of force training is responsive to the knowledge, skills, and abilities of the officers being trained.
 51. The PGPD will provide training consistent with PGPD policy, law, and proper police practices, and will ensure that only mandated objectives and approved lesson plans are taught by instructors. The PGPD will make best efforts to train each work shift as a team in their use of force training.
 52. The PGPD shall keep adequate records of lesson plans and other training materials, such that the most current training documents are maintained in a central, commonly accessible file, and are clearly dated.
 53. The PGPD shall maintain training records regarding every PGPD officer which reliably indicate the training each officer has received. The training records shall, at a minimum, include the course description and duration, curriculum, and instructor for each officer.
- B. Curriculum
54. Either as a subcommittee of the existing Training Committee or as a stand-alone committee, the PGPD will form a curriculum and policy committee that will include core Academy staff, a broad cross-section of field personnel, PGPD command staff, and a representative of the County Attorney's office. The committee will review all use of force training and use of force policies on a regular basis to ensure compliance with applicable laws and PGPD policy. The Chief of Police, in consultation with the County

Executive, has decided to charge the committee with exploring best use of force practices and innovations. The committee will report its findings and recommendations in writing to the Chief of Police on an annual basis.

55. The PGPD will continue to provide all recruits, officers, supervisors, and managers with annual training on use of force. Such training will include and address the following topics:
 - a. the PGPD's use of force model, as described in this Agreement;
 - b. proper use of force decision-making;
 - c. the PGPD's use of force reporting requirements;
 - d. the Fourth Amendment and other constitutional requirements;
 - e. examples of scenarios faced by PGPD officers that illustrate proper use of force decision-making;
 - f. interactive exercises that emphasize proper use of force decision-making;
 - g. the proper amount of OC to use, how to deliver OC effectively, and the proper anatomical targets for OC;
 - h. de-escalation techniques that encourage officers to make arrests without using force, and instruction that disengagement, area containment, surveillance, waiting out a subject, summoning reinforcements, calling in specialized units, or delaying arrest may be the appropriate response to a situation even when the use of force would be legally justified;
 - i. additional training to its officers on alternate safe techniques for extracting subjects from stationary vehicles and disabling such vehicles;
 - j. threat assessment;
 - k. factors to consider in initiating or continuing a pursuit; and
 - l. appropriate training on conflict management.
56. The PGPD will provide training to all its officers on the PGPD citizen complaint process, including the role of the CCOP and the BPR in the process. The PGPD will develop a protocol for all its officers on appropriate conduct and responses in handling citizens' complaints and will train officers in the protocol.
57. The PGPD will provide training on appropriate burdens of proof to all supervisors, as well as the factors to consider when evaluating complainant or witness credibility (to ensure that their recommendations regarding dispositions are

unbiased, uniform, and legally appropriate). The PGPD will also provide training to supervisors on leadership and command accountability, including techniques designed to promote proper police practices. This training will be provided to all officers promoted to supervisory rank within 90 days of assuming supervisory responsibilities, and will be made part of annual in-service training.

C. FTOs

58. Within 120 days of the effective date of this Agreement, the PGPD will develop a protocol, subject to the approval of DOJ, to enhance the FTO program. The protocol shall address the criteria and method for selecting FTOs, the training provided to FTOs to perform their duties, the length of time that probationary officers spend in the program, the assignment of probationary officers to FTOs, the substance of the training provided by the FTOs, and the evaluation of probationary officer performance by the FTOs. The protocol will also set standards that require the appropriate assessment of an officer's past complaint and disciplinary history before an officer is selected to serve as an FTO. FTO appointments will be subject to review for reappointment at the discretion of the Director of the Academy or the Commander of the Training and Education Division. District commanders will also have discretion, upon consultation with the Academy staff, to remove an officer from the FTO program.
59. FTOs will be reviewed when an Academy class graduates, with re-certification dependent on satisfactory prior performance and feedback from the Academy and the FTO's District Commander.

VI. RECEIPT, INVESTIGATION, AND REVIEW OF MISCONDUCT ALLEGATIONS

A. Public Information

60. The County and the PGPD will continue their programs to inform persons that they may file complaints regarding the performance of any officer.
61. The County will make complaint forms and informational materials available at all PGPD district stations, libraries, the internet, and, upon request, to community groups and community centers. At each PGPD district station, the PGPD will permanently post a placard describing the complaint process and include the relevant phone

numbers. The PGPD will require all officers to carry informational brochures in their vehicles at all times while on duty. If a citizen objects to an officer's conduct, that officer will inform the citizen of his or her right to make a complaint. Officers will not discourage any person from making a complaint.

B. Filing and Tracking Complaints

62. Except for complaints alleging brutality, complaints may be filed in writing or verbally, in person or by mail, telephone (or TDD), facsimile or electronic mail. In cases where a complaint asserts only the individual's contention of innocence of a charge, without any allegation of misconduct by the officer, the complainant will be advised to seek judicial redress through established court procedures. In all other cases, the duty officer at the front desk of each district station will be authorized to take complaints, including third-party complaints, which persons may file at any district station. Complaint intake officers may describe facts that bear upon a complainant's demeanor and physical condition, but may not express opinions regarding his/her mental competency or veracity. Complaint forms shall be readily available at all precincts. A complaint form will be completed each time a person attempts to file a complaint as described herein. Brutality complaints will be accepted when they are notarized and filed within 90 days of the alleged brutality, consistent with the requirements of LEOBR. The PGPD shall ensure that at least one employee who holds a valid commission from the State of Maryland as a notary public is available 24 hours per day at all times to respond to the complainant's location within a reasonable amount of time and notarize the document.
63. Each complaint will be resolved in writing. Upon receipt at BPR, each complaint will be assigned a unique identifier, which will be provided to the complainant within 10 business days. Each complaint will be tracked according to the basis for the complaint (e.g., excessive force, discourtesy, improper search, etc.).
64. The PGPD will request that the CCOP forward copies of all allegations of misconduct filed with the CCOP against the PGPD within five business days of receipt.

C. Investigation of Complaints

65. All investigations shall be conducted in accordance with the LEOBR.
66. Complaints will be evaluated based on a preponderance of the evidence standard, for which the County will develop and implement appropriate training.
67. The PGPD will explicitly prohibit from investigating an incident any officer who used force during the incident, whose conduct led to the injury to a prisoner, or who authorized the conduct that led to these reportable incidents.
68. The parties agree that in each investigation, the BPR will consider all relevant evidence including circumstantial, direct and physical evidence, as appropriate, and make credibility determinations, if feasible. The BPR will make efforts to resolve material inconsistencies between witness statements. The BPR will train all of its investigators on the factors to consider when evaluating complainant or witness credibility. The BPR will prohibit investigators, during complaint investigations, from improperly asking officers or other witnesses leading questions that improperly suggest legal justifications for the officer's conduct when such questions are contrary to appropriate law enforcement techniques. Consistent with the requirements of LEOBR, PGPD investigators will ensure that all officers on the scene of an incident provide a statement regarding the incident.
69. During an investigation, all relevant police activity, including each use of force (i.e., the investigation will not be limited to the force complained about), will be investigated. The investigation will also evaluate any searches or seizures that occurred during the incident. The BPR will not close an investigation simply because the alleged victim is unwilling or unable to provide medical records or proof of injury; rather, the BPR will continue its investigation as necessary to determine whether the original allegation(s) can be resolved.

70. In conducting investigations, BPR will, subject to and in conformance with applicable law, including the LEOBR, at a minimum:
- a. continue to tape record or videotape interviews of complainants, involved officers, and witnesses;
 - b. whenever practicable and appropriate, conduct interviews of complainants and witnesses at sites and times convenient for them, including at their residences or places of business;
 - c. whenever practical, prohibit group interviews;
 - d. notify the supervisors of the involved officers of the investigation, as appropriate;
 - e. interview all appropriate PGPD officers, including supervisors, in accordance with the requirements of the LEOBR;
 - f. collect, preserve, and analyze all appropriate evidence, including canvassing the scene to locate witnesses and obtain the complainant's medical records, where appropriate; and
 - g. identify and report, in writing, all material inconsistencies in officer and witness interview statements gathered during the investigation.
71. At the conclusion of each investigation, the individual responsible for the investigation will prepare a report on the investigation, which will be made a part of the investigation file. The report will include a description of the alleged misconduct and any other misconduct issues identified during the course of the investigation; a summary, and, where appropriate, analysis of all relevant evidence gathered during the investigation; and proposed findings and analysis supporting the findings. Absent exceptional circumstances, BPR will complete all investigations within 90 days after receiving the allegations.

72. The complainant will be notified when the complaint is referred to the CCOP. Upon completion of the investigation and any necessary hearings required under the LEOBR, the complainant will be notified of its outcome, including an appropriate statement regarding whether any non-disciplinary corrective action or disciplinary action was taken, to the extent permitted by Maryland law.
73. Each allegation in an investigation will be resolved by making one of the following dispositions:
- a. "Unfounded," where the investigation determined no facts to support that the incident complained of actually occurred;
 - b. "Sustained," where the person's allegation is supported by sufficient evidence to determine that the incident occurred and the actions of the officer were improper;
 - c. "Not Sustained," where there are insufficient facts to decide whether the alleged misconduct occurred; and
 - d. "Exonerated," where a preponderance of the evidence shows that the alleged conduct did occur but did not violate PGPD policies, procedures, or training.
74. District Commanders will evaluate each investigation of an incident in their command to identify underlying problems and training needs. Any such problems or needs will be relayed in the form of a recommendation to the appropriate PGPD entity.

VII. MANAGEMENT AND SUPERVISION

A. Early Identification System

75. The PGPD will enhance and expand its Early Identification System to include a computerized relational database for maintaining, integrating, and retrieving data necessary for supervision and management of the entire PGPD. The PGPD will regularly use this data to manage risk and liability; and to evaluate the performance of officers across all ranks, units, and shifts.
76. The new database will collect and record the following information for PGPD officers:
- a. all uses of force;
 - b. the number of OC spray and foam canisters, and ammunition for pepperball launchers used by officers;
 - c. all injuries to prisoners;

- d. all instances in which force is used and a subject is charged with "resisting arrest," "assault on a police officer," "disorderly conduct," or "obstruction of justice;"
 - e. all critical firearm discharges, both on-duty and off-duty;
 - f. all complaints (and their dispositions);
 - g. all criminal proceedings initiated, as well as all civil or administrative claims alleging misconduct, and all civil lawsuits served upon, the County, or its officers, or agents, resulting from PGPD operations or the actions of PGPD personnel;
 - h. all vehicle pursuits; and
 - i. all disciplinary action taken against officers.
77. The database will include, for all incidents in the database, appropriate identifying information for each involved officer (e.g., name, badge number, shift and supervisor) and subject (e.g., race, ethnicity or national origin).
78. Pursuant to the schedule in paragraph 82, the PGPD will, within 90 days of the date of this agreement, prepare for the review and approval of DOJ, and thereafter implement, a protocol for using the new database. The County will submit for the review and approval of DOJ all proposed modifications to the protocol prior to implementing such modifications.
79. Pursuant to the schedule in paragraph 82, the PGPD will, within 90 days of the date of this agreement, prepare for the review and approval of DOJ, and thereafter implement, a plan for including appropriate fields and values of new and historical data into the risk management system (the "Data Input Plan"). The Data Input Plan will identify the data to be included and the means for inputting such data (direct entry or otherwise), the specific fields of information to be included, the past time periods for which information is to be included, the deadlines for inputting the data, and the responsibility for the input of the data. The Data Input Plan will include current and complete data in the risk management system.

80. The protocol for using the database will include the following provisions and elements:
- a. The protocol will comprise the following components: data storage, retrieval, and analysis; reporting, pattern identification; supervisory assessment and intervention; and documentation and audit.
 - b. The protocol will require the automated system to produce the following information, based on the data:
 - i. number of incidents in each data category for each officer and for all officers in a unit;
 - ii. average level of activity in each data category for each officer and for all officers in a unit; and
 - iii. identification of patterns of activity in each data category for each officer and for all officers in a unit.
 - c. The protocol will require the system to generate reports on a monthly basis describing the data and data analysis and identifying individual and unit patterns.
 - d. The protocol will require that PGPD commanders, managers, and supervisors will review, on a regular basis but not less than quarterly, system reports, and will evaluate individual officer, supervisor, and unit activity.
 - e. The protocol will require that PGPD commanders, managers, and supervisors initiate intervention for individual officers, supervisors, and units based on appropriate activity and pattern assessment of the information contained in the database.
 - f. The protocol will require that intervention options include discussion by commanders, managers, supervisors, and officers; counseling; training; and supervised, monitored, and documented action plans and strategies designed to modify activity. All interventions will be documented in writing and entered into the automated system (appropriate intervention options will be employed based on the evaluation described in subsection (e) above).
 - g. The protocol will specify that actions taken as a result of information from the relational database be based on all relevant and appropriate information, including the nature of the officer's assignment, crime trends and crime problems, and not solely on the number or percentages of incidents in any category of information recorded in the database.

- h. The protocol will require that PGPD commanders, managers, and supervisors be evaluated on their ability to use the database to enhance effectiveness and reduce risk.
 - i. The protocol will require the PGPD to conduct audits of the system at reasonable intervals to ensure action is taken according to the process described above.
 - j. The protocol will require regular reviews, at no less than quarterly intervals, by appropriate managers of all relevant risk management system information to evaluate officer performance Department-wide, and to evaluate and make appropriate comparisons regarding the performance of all PGPD units in order to identify any significant patterns or series of incidents.
81. The County will maintain all personally identifiable information about a PGPD officer included in the database during the officer's employment with the PGPD and for the maximum length of time permitted by the LEOBR. Information necessary for aggregate statistical analysis will be maintained indefinitely in the database. On an ongoing basis, the PGPD will enter information into the risk management system in a timely, accurate, and complete manner, and maintain the data in a secure and confidential manner.
82. The database will be developed and implemented according to the schedule below. The PGPD may satisfy the terms of this Agreement by obtaining necessary modifications to their existing database (subject to DOJ approval) or by obtaining a new database.
- a. Within 90 days of the effective date of this Agreement, subject to the review and approval of DOJ, the PGPD will issue the Request for Proposal (RFP), a preliminary outline of the protocol for using the risk management system, and a preliminary outline of the Data Input Plan.
 - b. Within 120 days of the issuance of the RFP, or later with the agreement of DOJ, the PGPD will select the contractor to create the database or to make appropriate modifications to an existing database to bring it into compliance with this Agreement.
 - c. Within 90 days of the effective date of this Agreement, the PGPD will submit the final protocol for using the risk management system and the final Data Input Plan to DOJ for review and approval. The PGPD will share drafts of this document with DOJ and the Monitor (a

position described in Section VIII) to allow DOJ and the Monitor to become familiar with the document as it develops and to provide informal comments on it.

- d. Within 12 months of selecting the contractor, the County will have ready for testing a beta version of the database consisting of the following elements:
 - i. server hardware and operating systems installed, configured and integrated with the PGPD's existing automated systems;
 - ii. necessary data base software installed and configured;
 - iii. data structures created, including interfaces to source data; and
 - iv. the use of force information system completed, including historic data.DOJ and the Monitor will have the opportunity to participate in testing the beta version using use of force data and test data created specifically for purposes of checking the database.
- e. The database computer program and computer hardware will be operational and fully implemented within 18 months of the selection of the contractor.

83. Prior to implementation of the database contemplated in this Agreement, the PGPD will maintain and use existing databases and resources to the fullest extent possible, to identify patterns of conduct by PGPD officers or groups of officers.

84. Following the initial implementation of the database, and as experience and the availability of new technology may warrant, the PGPD may propose to add, subtract, or modify data tables and fields, modify the list of documents scanned or electronically attached, and add, subtract, or modify standardized reports and queries. The PGPD will submit all such proposals for review and approval by DOJ before implementation.

B. Oversight

85. The PGPD will develop a protocol for conducting audits. The protocol will be used by each officer or supervisor charged with conducting audits. The protocol will establish a regular and fixed schedule to ensure that such audits occur with sufficient frequency, and cover all six PGPD districts.

86. The PGPD will conduct the following audits pursuant to the protocol in paragraph 85:
- a. It will conduct regularly scheduled quarterly audits, covering all six districts, that examine citizen complaints processed through the CCOP, including auditing selected samples of complaints that were resolved through the CCOP, contacting the complainants to evaluate whether the actions and views of the citizen were captured correctly in the CCOP report, and examining whether there is consistency in the CCOP across districts. It will issue a report on the results which will be provided to each district commander. Each district commander will review the report in regard to all officers under their command involved in an incident and, if appropriate, the PGPD will impose disciplinary or non-disciplinary corrective action.
 - b. It will conduct semi-annual integrity audits and issue a report on the investigations conducted by BPR. The report will evaluate BPR's investigation of selected use of force and citizen complaints. The report will assess the reliability and completeness of BPR's canvassing and interviewing of witnesses, preservation and analysis of the incident scene, and the appropriateness of BPR's conclusions.
87. The PGPD will semi-annually solicit in writing from local prosecutors whether the prosecutors are aware of any issues with any individual officer or Department-wide performance.
- C. Use of Video Cameras
88. The PGPD will continue to make its best efforts to operate video cameras in all currently equipped vehicles. The PGPD is encouraged to continue developing a policy on video cameras that will require:
- a. mandatory activation for all traffic stops and pursuits that continues until the motor vehicle stop is completed and the stopped vehicle departs, or until the officer's participation in the motor vehicle stop ends;
 - b. to the extent practical, manual activation for incidents in which the prisoner being transported is violent;

- c. supervisors to review the tapes in all cars of all officers listed in any PGPD report regarding any incident involving injuries to a prisoner or an officer, uses of force, vehicle pursuits, and citizen complaints; and
 - d. that the PGPD retain and preserve tapes for at least 90 days, or as long as necessary for incidents subject to investigation.
89. If an officer actively participates in a motor vehicle stop and is aware that the motor vehicle stop was not recorded using the video camera equipment, the officer will notify the shift supervisor of the reason the stop was not recorded.
90. The PGPD will conduct periodic random reviews of mobile camera videotapes for training and integrity purposes. Supervisors conducting these reviews will document their activity in a log book. In addition, the PGPD will require periodic random surveys of mobile video recorder equipment to confirm that they are in proper working order.

VIII. MONITORING, REPORTING, AND IMPLEMENTATION

A. Independent Monitor

91. By 90 days from the date of this Agreement, the County and the DOJ shall together select an Independent Monitor, acceptable to both, who shall monitor and report on the County's implementation of this Agreement. The parties recognize that one person, or team of people, may be selected to fulfill the role of Monitor. The selection of the Monitor shall be pursuant to a method jointly established by the DOJ and the County. If the DOJ and County are unable to agree on a Monitor or an alternative method of selection within 90 days from the date of this Agreement, the DOJ and the County each shall submit two candidates who have experience as a law enforcement practices expert or monitor, or as a Federal, state or local prosecutor or judge, along with résumés and cost proposals, to a third party neutral, selected with the assistance of the Federal Mediation and Conciliation Service. The third party neutral shall then appoint the Monitor from among the names of qualified persons submitted. The selection of the Monitor shall be conducted solely pursuant to the procedures set forth in this Agreement, and will not be governed by any formal or legal procurement requirements.

92. The Monitor, at any time after the initial selection of the person or team of persons as the Monitor, may request to be allowed to hire or employ such additional persons or entities as are reasonably necessary to perform the tasks assigned to him or her by this Agreement. Any person or entity hired or otherwise retained by the Monitor to assist in furthering any provisions of this Agreement shall be subject to the provisions of paragraphs 103 and 106, governing testifying, conflicting employment and confidentiality. The Monitor shall notify the County and the DOJ in writing if the Monitor wishes to select such additional persons or entities. The notice shall identify and describe the qualifications of the person or entity to be hired or employed and the monitoring task to be performed. If the County, through its Office of Law, and the DOJ agree to the Monitor's proposal, the Monitor shall be authorized to hire or employ such additional persons or entities. The County or the DOJ have ten days to disagree with the proposal. If the County and the DOJ are unable to reach agreement within ten days of receiving notice of the disagreement, a third party neutral selected with the assistance of the Federal Mediation Conciliation Service shall resolve the dispute.
93. The County shall bear all reasonable fees and costs of the Monitor. In selecting the Monitor, DOJ and the County recognize the importance of ensuring that the fees and costs borne by the County are reasonable, and accordingly fees and costs shall be one factor considered in selecting the Monitor. In the event that any dispute arises regarding the reasonableness or payment of the Monitor's fees and costs, the County, DOJ and the Monitor shall attempt to resolve such dispute cooperatively prior to seeking the assistance of a third party neutral, selected with the assistance of the Federal Mediation Conciliation Service, to resolve such dispute.
94. The Monitor shall only have the duties, responsibilities and authority conferred by this Agreement. The Monitor shall not, and is not intended to, replace or take over the role and duties of the County Executive, County Council, or Chief of Police. In order to monitor and report on the County's implementation of each substantive provision of this Agreement, the Monitor shall conduct the reviews specified in paragraph 95 infra and such additional reviews regarding the implementation of this Agreement as the Monitor deems appropriate. At the request of the DOJ or the County, based

on the Monitor's reviews, the Monitor may make recommendations to the parties regarding measures necessary to ensure full and timely implementation of this Agreement.

95. In order to monitor and report on the County's implementation of this Agreement, the Monitor shall regularly conduct compliance reviews to ensure that the County and the PGPD have implemented and continue to implement all measures required by this Agreement.
96. Subject to the limitations set forth in this paragraph, the PGPD will reopen for further investigation any BPR investigation (including use of force and citizen complaint investigations) the Monitor determines to be incomplete. The Monitor will provide written instructions for completing any investigation determined to be incomplete. The Monitor will provide binding written recommendations to the Chief of Police and BPR to reopen an incomplete investigation. The Monitor will provide these recommendations so that the directive given by the Chief of Police to implement the Monitor's instructions is given within a reasonable period following the investigation's conclusion. The Monitor may not exercise this authority concerning any investigation the disposition of which has been officially communicated to the officer who is the subject of the investigation.
97. The parties agree that the PGPD will hire and retain, or reassign a current PGPD employee or independent contractor, for the duration of this Agreement, to serve as a full-time PGPD Compliance Coordinator. The Compliance Coordinator will serve as a liaison between the PGPD, the Monitor and DOJ, and will assist with the PGPD's compliance with this Agreement. At a minimum, the Compliance Coordinator will: coordinate the PGPD's compliance and implementation activities; facilitate the provision of data, documents and other access to PGPD employees and material to the Monitor and DOJ as needed; ensure that all documents and records are maintained as provided in this Agreement; and assist in assigning compliance tasks to PGPD personnel, as directed by the Chief of Police or his designee. The PGPD Compliance Coordinator will take primary responsibility for collecting the information the Monitor requires to carry out the terms of this Agreement.
98. In monitoring the implementation of this Agreement, the Monitor shall maintain regular contact with the County and the Chief of Police as well as the DOJ.

99. The Monitor shall have full and direct access to all PGPD employees and facilities that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Agreement. The Monitor shall cooperate with the County and the PGPD to access people and facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes interference with daily operations.
100. The Monitor shall have full and direct access to all County and PGPD documents that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Agreement, except any documents protected by the attorney-client privilege. Should the County or the PGPD decline to provide the Monitor with access to a document based on attorney-client privilege, the County shall provide the Monitor and DOJ with a log describing the document.
101. For the purpose of implementing this Agreement, the United States and its consultative experts and agents shall have full and direct access to all PGPD employees, facilities, and PGPD documents, to the extent permitted by law. The United States and its consultative experts and agents shall cooperate with the County and the PGPD to access involved personnel, PGPD facilities, and documents in a reasonable manner that minimizes interference with daily operations. Should the County or the PGPD decline to provide the United States with access to a document based on attorney-client privilege, the County shall provide the United States with a log describing the document.
102. The Monitor and DOJ shall provide the County or the PGPD with reasonable notice of a request for copies of documents. Upon such request, the County and the PGPD shall provide the Monitor and DOJ with copies (electronic, where readily available) of any documents that the Monitor and DOJ are entitled to access under this Agreement.
103. All non-public information provided to the Monitor or DOJ, whether by the County or the PGPD, shall be maintained in a confidential manner. Other than as expressly provided in this Agreement, this Agreement shall not be deemed a waiver of any privilege or right the County or the PGPD may assert, including those recognized at common law or created by statute, rule or regulation, against any other person or entity with respect to the disclosure of any document.

104. For the purpose of implementing this Agreement, the Monitor shall have direct access to all documents in criminal investigation files that have been closed by the PGPD. The Monitor shall also have direct access to all arrest reports, warrants, and warrant applications whether or not contained in open criminal investigation files; where practicable arrest reports, warrants and warrant applications shall be obtained from sources other than open criminal investigation files.

B. Independent Monitor Reports

105. The Monitor shall issue quarterly written, public reports detailing the County's compliance with and implementation of each substantive provision of this Agreement. These reports shall be written with due regard for the privacy interests of individual officers and the interest of the County and the PGPD in protecting against disclosure of non-public information. At least ten business days before filing a report, the Monitor shall provide a copy of the draft to the parties for input as to whether any factual errors were made or whether any sensitive data or non-public information is disclosed. The Monitor shall consider the parties' responses and make appropriate changes, if any, before issuing the report. The Monitor may testify in this case regarding any matter relating to the implementation, enforcement or dissolution of this Agreement.

106. Except as required or authorized by the terms of this Agreement or the parties acting together: neither the Monitor, nor any member of their staff, shall make any public statements or issue findings with regard to any act or omission of the County, or its agents, representatives, or employees; or disclose non-public information provided to the Monitor pursuant to the Agreement. Any press statement made by the Monitor or any member of the Monitor's staff regarding their employment must first be approved by DOJ. Neither the Monitor nor any member of their staff shall testify in any other litigation or proceeding with regard to any act or omission of the County, the PGPD, or any of their agents, representatives, or employees related to this Agreement or regarding any matter or subject that the Monitor or their staff may have received knowledge of as a result of his or her performance under this Agreement. Unless such conflict is waived by the parties, the Monitor shall not accept employment or provide consulting services that would present a conflict of interest with the Monitor's responsibilities under this Agreement, including being

retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the County or its departments, officers, agents or employees. The Monitor is not a state or local agency, or an agent thereof, and accordingly the records maintained by the Monitor shall not be deemed public records subject to public inspection. Neither the Monitor nor any person or entity hired or otherwise retained by the Monitor to assist in furthering any provision of this Agreement shall be liable for any claim, lawsuit, or demand arising out of the Monitor's performance pursuant to this Agreement. This paragraph does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Agreement.

C. County Reports and Records

107. Within 90 days following entry of this Agreement and no later than every three months thereafter until this Agreement is terminated, the County shall file with the Monitor, with a copy to the DOJ, a status report delineating the steps taken by the County and the PGPD during the reporting period to comply with each provision of this Agreement. The County shall also file such a report documenting the steps taken to comply with each provision of this Agreement during the term of this Agreement 120 days before the end of the Agreement's term.
108. During the term of this Agreement, the County and the PGPD shall maintain all records necessary to document their compliance with the terms of this Agreement and all documents expressly required by this Agreement.

D. Implementation

109. The County shall implement immediately all provisions of this Agreement which involve the continuation of current PGPD policies, procedures, and practices. The remaining provisions shall be implemented either by the specified implementation date or, for those provisions that have no specified implementation date, as soon as is reasonably practicable and no later than 120 days after this Agreement's effective date.

110. In regard to any provision that provides for DOJ "review and approval," approval will be granted in a timely fashion provided that the PGPD action reasonably satisfies the requirements and standards set forth in the relevant provision(s).
111. The Agreement will terminate three years after the effective date of the Agreement or earlier if the parties agree that the PGPD and the County are in substantial compliance with each of the provisions of this Agreement, and have maintained substantial compliance for at least two years. The burden will be on the County to demonstrate this level of compliance. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance will not constitute substantial compliance.
112. The parties agree to defend the provisions of this Agreement. The parties will notify each other of any court or administrative challenge to this Agreement.
113. This Agreement is enforceable through specific performance in Federal Court. Failure by any of the parties to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein will not be construed as a waiver of its right to enforce other deadlines and provisions of this Agreement.
114. In the event the PGPD or the County fail to fulfill any obligation under this Agreement, DOJ will, prior to initiating any court proceeding to remedy such failure, give written notice of the failure to the County's Office of Law. The County will have 60 days from receipt of such notice to cure the failure. At the end of the 60-day period, in the event DOJ determines that the failure has not been cured, DOJ may, without further notice to the County, file an action in the United States District Court for the District of Maryland (the "Federal Court Action") against the County for breach of contract and any other appropriate causes of action and may seek specific performance and any other appropriate form of relief.

115. In connection with the Federal Court Action, the PGPD and the County agree as follows:
- a. The County and the PGPD will stipulate to subject matter and in personam jurisdiction and to venue.
 - b. The County and the PGPD agree that service by hand delivery of the summons, complaint, and any other documents required to be filed in connection with the initiation of the Federal Court Action upon the County's attorney will be deemed good and sufficient service upon the County and the PGPD.
 - c. The County and the PGPD hereby waive the right to file, and agree not to file or otherwise assert, any motion to dismiss (except for failure to state a claim or failure to meet the service requirements of paragraph 115(b)), to stay or otherwise defer, a Federal Court Action alleging a failure to fulfill any obligation under this Agreement.
 - d. The County and the PGPD agree to a trial of the Federal Court Action alleging a failure to fulfill any obligation under this Agreement commencing:
 - i) 180 days after service of the summons and complaint as set forth above, or
 - ii) the Court's earliest availability, whichever is later. The parties agree that discovery in the Federal Court Action alleging a failure to fulfill any obligation under this Agreement may begin within 60 days after service of the summons and complaint. The parties agree to submit all discovery requests and to schedule all depositions within 120 days after the service of the summons and complaint.
116. In the event the Court finds that the County or the PGPD has engaged in a material breach of any provision of this Agreement, the parties hereby stipulate that they will move jointly for the Court to enter the Agreement and any modifications as an order of the court and to retain jurisdiction over the Agreement to resolve any and all disputes arising out of the Agreement.
117. Nothing in this Agreement will preclude DOJ, after complying with paragraph 114, from filing an action under Section 14141 or the Safe Streets Act alleging a pattern or practice of discriminatory policing in addition to or in lieu of the Federal Court Action described above. In the event that any such action is filed, the County and the PGPD hereby waive, and agree not to assert, any defense to that action based on statute of limitations, laches, estoppel or any objection

relating to the timeliness of the filing of such action. Nothing in this Agreement will preclude DOJ from filing an action under Section 14141 alleging a pattern or practice of unlawful conduct other than discriminatory policing. Nothing in this Agreement will preclude DOJ from filing an action under any other provision of law.

118. This Agreement will be posted on the web site of the Special Litigation Section of the Civil Rights Division of DOJ.
119. The County and the PGPD agree that they will not retaliate against any person because that person has filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to this Agreement.
120. The parties may jointly agree, in writing, to modify this Agreement.

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