

**AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE AND
SUFFOLK COUNTY POLICE DEPARTMENT**

I. Introduction

- a. In 2009, the U.S. Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York (collectively "United States") initiated a joint investigation of the Suffolk County Police Department ("SCPD" or "Department"). On September 13, 2011, the United States issued a Technical Assistance Letter which provided preliminary observations, advice and recommendations, many of which SCPD has already adopted.
- b. The United States recognizes and acknowledges that since the inception of the investigation, Suffolk County, New York ("County") and SCPD have cooperated with the United States.
- c. The County, SCPD, Suffolk County Executive Steven Bellone, SCPD Commissioner Edward Webber, and the United States of America (collectively, "the Parties") enter into this agreement ("Agreement") to memorialize their joint commitment to ensuring that police services continue to be provided to the people of Suffolk County in a manner that complies with the Constitution and the laws of the United States.
- d. The Parties have a shared recognition that the ability of a police department to protect the community it serves is promoted through strong relationships with the community. Public safety, lawful policing and the community's trust in its police force are thus interdependent. The full and sustained implementation of this Agreement is intended to protect the rights of all members of the community, ensure the safety and security of the people of Suffolk County, and ensure public confidence in SCPD.
- e. In furtherance of these goals, the County and the Department agree that the Department will, as needed, modify certain policies, training, and practices so as to comply with the terms of this Agreement.

II. Definitions

- a. “Biased Policing” is synonymous with “Discriminatory Policing” defined below.
- b. “Bilingual” means a person who has demonstrated and verified oral proficiency pursuant to objective criteria, in both spoken English and at least one other language. Bilingual personnel will have their oral proficiency in a non-English language or languages assessed and reassessed biennially.
- c. “Civilian Employee” means any non-sworn personnel employed by SCPD, on either a temporary or permanent basis, in either a paid or unpaid capacity.
- d. “Complainant” means any person, including an SCPD officer or employee, who makes a complaint against SCPD or an officer or employee of SCPD.
- e. “County” means Suffolk County, New York, including its agents, officers, and employees.
- f. “CRB” means SCPD’s Community Response Bureau.
- g. “Demographic” means a population’s race, color, ethnicity, or national origin.
- h. “Disciplinary action” means a personnel action for violation of an established law, regulation, rule, or SCPD policy, including, but not limited to, a written reprimand, suspension, demotion or dismissal.
- i. “Discriminatory Policing” means selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, based on membership in a demographic category specified in this Agreement. Discriminatory policing does not include using race, ethnicity, or any other status in any reliable and recent suspect-specific description.
- j. “Effective Date” is the date of the last signature on the Agreement.
- k. “Hate Crime” is a legal term defined by New York State law under N.Y. Penal Law § 485.05.
- l. “HCU” means SCPD’s Hate Crimes Unit.
- m. “IAB” means the Internal Affairs Bureau, the SCPD unit charged with conducting investigations of police misconduct committed by SCPD officers, contractors, and employees.
- n. “Implement” or “implementation” means the development or putting into place of a policy or procedure, including the appropriate training of all relevant personnel,

and the consistent and verified performance of that policy or procedure in actual practice.

- o. “Language Access Plan” means a plan prepared by SCPD consistent with Title VI and its implementing regulations (“Title VI”) and the Department of Justice Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting LEP individuals (“DOJ Guidance”). See 67 Fed. Reg. 41455 (2002). The Language Access Plan is an administrative roadmap that explains how SCPD will implement its policies and procedures to provide meaningful access to police services.
- p. “Language Access Policy” means a policy prepared by SCPD consistent with Title VI and DOJ Guidance to ensure that LEP individuals do not encounter discrimination on account of their limited English proficiency or national origin when encountering SCPD police personnel. The policy should articulate clear guidelines and protocols to ensure that all police personnel take reasonable steps to provide LEP persons with timely and meaningful access to police services and includes information such as what language assistance services are available, how to access those services, that those services are provided at no cost, and how to file a complaint if the services are not provided.
- q. “LEP” means Limited English Proficiency, and refers to a person who does not speak English as his/her primary language and has a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (*e.g.*, speaking or understanding) or interactions, but still be LEP for other purposes (*e.g.*, reading or writing) and require language assistance services (*e.g.*, interpreters or translated materials).
- r. “Personnel,” when referring to SCPD employees, refers to both sworn and non-sworn individuals.
- s. “Rules and Procedures” means written regulations, general orders, or directives, regardless of the name of the regulation or directive, describing the duties, functions, and obligations of SCPD officers and/or employees, and providing specific direction in how to fulfill those duties, functions, or obligations.

- t. “SCPD” means the Suffolk County Police Department and its agents, officers, inspectors, supervisors, and employees (both sworn and unsworn).
- u. “SCPDAI” means SCPD Authorized Interpreter, a bilingual SCPD employee who is authorized to interpret for others in certain official police situations, such as interviews, interrogations, or taking and responding to citizen complaints.
- v. “Supervisor” means the Police Commissioner, Deputy Police Commissioner and sworn SCPD employees at the rank of sergeant or above.
- w. “Training” means education and instruction that comports with best practices and may include, but is not limited to, adult-learning methods that incorporate role-playing scenarios and interactive exercises, distance learning, traditional lecture formats and computer assisted learning and evaluation. Training will also include testing and/or writings that indicate that the officer comprehends the material taught.
- x. “United States” means the United States Department of Justice Civil Rights Division and the U.S. Attorney’s Office for the Eastern District of New York, as well as their consultants and agents.

III. Bias-free Policing

- a. SCPD will continue to deliver police services that are equitable, respectful, and free of unlawful bias, in a manner that promotes broad community engagement and confidence in the Department. In conducting its activities, SCPD will ensure that members of the public receive equal protection of the law, without bias based on race, color, ethnicity, national origin, religion, or sexual orientation, and in accordance with the rights, privileges, and immunities secured or protected by the Constitution and laws of the United States.
- b. **Policies and procedures**
 - i. SCPD will maintain implementation of a comprehensive policy prohibiting discrimination, including the denial of services, on the basis of race, color, ethnicity, national origin, religion, or sexual orientation in SCPD police practices.

- ii. SCPD's policy on bias-free policing will prohibit officers from using race, color, ethnicity, national origin, religion, or sexual orientation in conducting stops or detentions, or activities following stops or detentions, except when engaging in appropriate suspect-specific activity to identify a particular person or persons.
- iii. SCPD policy will require that, within five days of receipt, SCPD will refer any complaint of discriminatory policing to IAB for a full investigation. Throughout the pendency of this Agreement, SCPD will also send a copy of any such complaint and material documenting the resulting investigation to the United States within five business days upon completion of the investigation.
- iv. SCPD officers who are found to have engaged in discriminatory policing will be subjected to disciplinary action and, where appropriate, will be referred for possible criminal prosecution.
- v. SCPD will maintain and implement a policy that promotes bias-free policing and equal protection within its hiring, promotion, and performance assessment processes. Officers who have a history of engaging in biased policing practices will not be entitled to promotional opportunities, except as required by collective bargaining laws and Civil Service Laws, rules and regulations.
- vi. SCPD will implement a revised Chapter 16, Section 4, "**Arrest of Non-US Citizens and Persons with Dual Citizenship**," as previously approved by the United States.
- vii. Six months after the Effective Date and every six months thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report showing civilian complaints regarding police services related to allegations of discrimination and biased policing, noting the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, SCPD will take as a result of the analysis.

c. **Traffic stop data**

- i. SCPD will implement a revised Chapter 13, Section 9, “**Traffic Stop Data Collection,**” as previously approved by the United States.
- ii. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report analyzing the collected traffic stop data and explaining what measures, if any, SCPD will take as a result of the analysis.

d. **Training on bias-free policing**

- i. SCPD will ensure that all sworn officers receive training on bias-free policing at least annually. SCPD’s training on bias-free policing will emphasize that discriminatory policing, in the form of either selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, is prohibited by policy and will subject officers to disciplinary action. The training curriculum will address:
 1. Methods and strategies for more effective policing that relies upon non-discriminatory factors;
 2. Police and community perspectives related to discriminatory policing;
 3. Constitutional and other legal requirements related to equal protection and unlawful discrimination;
 4. The protection of civil rights as a central part of the police mission and as essential to effective policing;
 5. The existence and impact of arbitrary classifications, stereotyping, and implicit bias;
 6. Identification of key decision points where prohibited discrimination can take effect at both the incident and strategic-planning levels; and

7. Methods, strategies, and techniques to reduce misunderstanding, conflict, and complaints due to perceived bias or discrimination, including problem-oriented policing strategies.
- ii. SCPD will conduct cultural sensitivity training for all SCPD officers at least annually.

IV. Hate Crimes and Hate Incidents

a. Training

- i. SCPD will ensure that all officers receive hate crime and hate incident training at least annually. The training curriculum will address:
 1. The elements of relevant crimes, including hate crimes and bias crimes; and
 2. How to properly charge offenses and avoid the downgrading of crimes, including hate crimes and hate incidents.

b. Tracking and reporting

- i. SCPD will implement a policy to track, analyze and report patterns and trends regarding hate crimes and hate incidents.
- ii. Within one year of the Effective Date and annually thereafter, SCPD will produce a report mapping and analyzing for potential patterns and trends all hate crimes and hate incidents which have occurred over the previous six months. The report will detail SCPD's planned response to any identified pattern or trend. Throughout the pendency of this Agreement, the report will be provided to the United States at least five business days before the report is made public.

c. Quality assurance

- i. SCPD will implement a policy describing its HCU quality assurance process that ensures that HCU investigations follow proper techniques and procedures.
- ii. Six months after the Effective Date, and every six months thereafter throughout the pendency of this agreement, SCPD will forward to the United States a report describing all random audits of HCU investigations

completed within the current six-month time period and any corrective actions planned or taken as a result of the audits.

V. Language Assistance

- a. SCPD policy will require the following:
 - i. A current Language Access Plan that explains how SCPD will implement its policies and procedures to provide meaningful access to police services. This plan will be updated at least annually.
 - ii. Translations of the Language Access Plan and Policy into Spanish and other non-English languages as appropriate and posting in a public area of the police department building, on its website, and in any other locations throughout the County where individuals go to seek police assistance.
 - iii. Distribution of the Language Access Plan and Policy to all SCPD staff and to community organizations serving LEP communities encountered by SCPD.
 - iv. Availability of Citizen Complaint/Compliment forms in Spanish and other common non-English languages in all precincts and on SCPD's website for both completion and submission.
 - v. Translation of all vital written documents and materials, shall be consistent with DOJ Guidance, in order to ensure that LEP individuals in the community have meaningful access to such documents and materials.
 - vi. Translation of any citizen correspondence received that is in a non-English language. If that correspondence when translated would be considered a citizen complaint, then the information as translated will be processed in the same manner as are citizen complaints originally received in English.
 - vii. Availability of bilingual operators for complaint phone lines or a dedicated Spanish complaint phone number. SCPD will indicate on its Spanish-language Compliment/Complaint form that the phone operator speaks Spanish.

- viii. Objective oral language proficiency standards and annual proficiency testing for all IAB members who are designated as “Spanish-speaking” or as speaking a non-English language.
- ix. Recording and periodic auditing of phone calls through the multi-language toll-free complaint hotline.
- x. Documentation of the use of any interpreter used when conducting a field interview or interrogation of an LEP individual, including the following:
 - 1. the date;
 - 2. the location;
 - 3. the full name of the interpreter;
 - 4. the non-English language spoken by the interpreter;
 - 5. the relationship (if any) of the interpreter to the LEP individual;
 - 6. contact information for the interpreter, including telephone numbers, email and postal address;
 - 7. the name of the witness, victim, and subject person requiring an interpreter to the extent not prohibited by privacy laws; and
 - 8. a summary of any action taken.
- b. SCPD will revise “**Language Line Translating and Interpreting Service,**” Order Number 09-117, as follows:
 - i. The order will use the term “interpretation” to refer to oral communication, and “translation” to refer to written communication. As written, the order uses both terms interchangeably.
- c. SCPD will modify its practices and implement the revised Chapter 26, Section 5, “**Persons with Limited English Proficiency,**” as previously approved by the United States.
- d. SCPD will ensure that the home page of its website states, in at least Spanish, how to access language assistance services and Spanish translations of SCPD policies and other relevant information.

- e. SCPD will maintain effective incentives for bilingual employees to become SCPDAIs, including assignments, promotions, and other means available to the County.
- f. Within 90 days of the Effective Date, SCPD will implement a process of consultation with representatives of the Latino community to develop and annually review: implementation of the Language Access Policy, including areas of possible collaboration to ensure its effectiveness; accuracy and quality of SCPD language assistance services; and concerns, ideas, and strategies for ensuring language access. This process will be reviewed and approved by the United States prior to its implementation.
- g. Within 180 days of the Effective Date, and annually thereafter throughout the pendency of this Agreement, SCPD will provide at least four hours of training to all personnel on providing language assistance services to LEP individuals. This training will include:
 - i. SCPD's LEP plan, policies, and procedures and the requirements of Title VI and this Agreement;
 - ii. How to identify the non-English language and language assistance needs of an LEP individual during an in-person or telephone interaction;
 - iii. How to access SCPD-authorized, telephonic and in-person interpreters;
 - iv. How to work with interpreters in the field and assess interpreter quality;
 - v. How to account for cultural diversity and language barriers in policing; and
 - vi. Basic command terms and phrases in Spanish for officers assigned to patrol in areas with significant Spanish-speaking populations.
- h. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will conduct a satisfaction survey of representatives from the Latino community regarding SCPD's LEP efforts. SCPD will partner with local Latino advocacy groups in order to conduct the survey. SCPD will produce a report analyzing the results of each survey and detailing what measures, if any, SCPD will take as a result of the analysis. Each report will be provided to

the United States throughout the pendency of this Agreement at least five business days before it is made public.

VI. Allegations of Police Misconduct

a. Reporting misconduct

- i. SCPD policy will require that all members have the duty to report allegations of discriminatory policing to a supervisor or to the IAB. Failure to report or document allegations of misconduct will be grounds for disciplinary action.
- ii. SCPD policy will ensure that all complaints are investigated even if the complainant does not submit the complaint on an actual SCPD complaint form.
- iii. SCPD policy will explicitly permit parties other than victims to file complaints with the HCU, with the IAB, with any officer, or at any SCPD precinct. Complaints regarding hate crimes or hate incidents will be forwarded to an HCU investigator for review and investigation.

b. Investigation of Misconduct

- i. SCPD policy will ensure that all allegations of officer misconduct relating to discriminatory policing, regardless of the manner in which reported, will be forwarded to IAB no later than 48 hours from receipt.
- ii. Within 180 days of the Effective Date, SCPD will review the staffing of IAB and ensure that individuals currently serving as or who are selected for IAB possess excellent investigative skills, a reputation for integrity, the ability to write clear reports, and the ability to be fair and objective. Supervisors with a sustained complaint of, or who have been disciplined for, excessive use of force, sexual harassment, discrimination, or dishonesty will be presumptively ineligible from assignment to IAB.
- iii. SCPD policy will require that each IAB investigation of officer misconduct relating to discriminatory policing be reviewed by the Police Commissioner or his designee.

- iv. Per SCPD policy, the Department will maintain a tracking system for all misconduct allegations relating to discriminatory policing that does not rely on personal identifiers. Upon receipt of such an allegation, SCPD will assign a unique numerical identifier to the complaint, which will be provided to the complainant at the time the allegation is made. SCPD will use the centralized numbering and tracking system to track data regarding the number, nature, and status of such misconduct allegations, from initial intake to final disposition, including investigation timeliness and the complainant's notification of the interim status and final disposition of the investigation.
- v. SCPD will maintain protocols to analyze and address trends in complaints relating to discriminatory policing, including demographic data, lodged against SCPD officers.
- vi. Six months after the Effective Date, and every six months thereafter during the pendency of this Agreement, ~~and thereafter every year~~ SCPD will conduct reviews of randomly-chosen, completed misconduct investigations relating to discriminatory policing. SCPD must review at least 20 percent of all completed misconduct investigations since the last review. The reviews will be conducted by the Police Commissioner or his/her designee, but not an involved individual, and will require contacting the complainant to ensure the investigation was handled in a professional and thorough manner. Dissatisfaction with the results of the investigation will be documented and the case may be reopened if the complainant discloses credible new facts which would support allegations not addressed in the original complaint. Throughout the pendency of this Agreement, the results of each review will be forwarded to the United States within five business days of its completion.

VII. Community Engagement

- a. In all of its policing operations, SCPD will maintain robust community relationships and engage constructively with the community to ensure

collaborative problem-solving, ethical and bias-free policing, and community confidence in the Department. SCPD will maintain community and problem-oriented policing principles in its policing operations. SCPD will also engage the public through the dissemination of public information on a regular basis. SCPD and the County will maintain systems to ensure comprehensive, effective, and transparent oversight of SCPD.

b. Community Liaison Officers

- i. SCPD policy will ensure that a Community Liaison Officer is assigned to each of the Department's seven precincts. A preference for selection and assignment of each Community Liaison Officer shall be given to a sworn officer fluent in both English and a second language commonly spoken in the relevant community, if any. Each Community Liaison Officer will have training in the nature and scope of federal and state civil rights laws as applied to law enforcement activity.
- ii. SCPD will ensure that the contact information and duty hours of the Community Liaison Officers are publicly available on its website. Community Liaison Officer hours of availability for contact with the public will be during normal business hours.
- iii. Each Community Liaison Officer's duties will include the following:
 1. Arranging monthly meeting of community residents to discuss issues and ask questions regarding the police department. The meeting will be attended by the Community Liaison Officer, at least one senior SCPD command staff member, and at least one officer responsible for patrolling in that particular precinct.
 2. Each Community Liaison Officer will review, on a monthly basis, all concerns submitted to SCPD by members of his or her precinct to assess community issues. For those concerns that do not rise to the level of requiring formal action under SCPD policy, the Community Liaison Officer will notify the complainant that the Community Liaison Officer is available to answer the

complainant's questions and respond to any further community concerns. The Community Liaison Officer will refer complaints of police misconduct relating to discriminatory policing to IAB.

3. Each Community Liaison Officer will meet at least once every six months with the respective bureau commander. During these meetings, the Community Liaison Officer will communicate any concerns or issues that he or she has received during the previous six months, along with any other relevant information pertaining to SCPD's relationship with Suffolk County residents.

c. Community Oriented Policing Enforcement ("COPE")

- i. SCPD policy will define COPE officers as those who will be assigned to a specific area as a liaison between the community and the police department to assist the community in solving neighborhood problems.
- ii. SCPD policy will ensure that all COPE officers engage in routine community policing and community outreach, which may include: attending neighborhood association meetings to provide input or answers, attending school functions to educate children about safety and crime prevention, assisting the community in solving non-emergency problems, addressing community decay issues (abandoned and junk vehicles, graffiti, abandoned residences and buildings, code enforcement violations, illegal dumping), meeting with business owners to provide input or answers, and helping the community to become self-reliant. While COPE officers may be called upon to enhance patrol efforts, this duty should be in relation to a particular community-generated request, need or identified problem and not as routine duty.
- iii. SCPD policy will ensure that all COPE officers engage with individuals in their respective patrol areas; *e.g.*, COPE officers assigned to patrol units in business districts should interact with business owners, and COPE officers assigned to patrol school and residential areas should interact with school personnel and residents, respectively.

- iv. SCPD policy will require COPE officers to submit to their supervisors a monthly activity report documenting the amount of time they dedicated to community-oriented policing activities, the type of community-oriented activities in which the officers have engaged, and listing the organizations and individuals the officers have contacted.

d. Community Response Bureau

- i. Within 90 days of the Effective Date, SCPD will develop and provide to the United States for review a policy that details the CRB's plan for engaging with the Latino community.
- ii. SCPD policy will ensure that each precinct has an officer representing it in the CRB.
- iii. Within 90 days of the Effective Date, SCPD will develop a survey instrument in order to solicit assessments of the CRB's success in engaging the Latino community. Additionally, each quarter SCPD will ask community and political leaders within the Latino community to critique CRB programs and initiatives. SCPD officers involved in administering CRB programs will also quarterly analyze participation and results.
- iv. Using and analyzing feedback from the above sources, SCPD will produce reports annually that identify CRB successes as well as areas in need of improvement and a strategy for making such improvements. SCPD will provide to the United States copies of these reports throughout the pendency of this agreement within five business days of their completion. Within ten business days of their completion, the reports will be made available to the public, unless SCPD demonstrates a good faith reason for non-disclosure.
- v. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States reports summarizing issues addressed at community meetings and SCPD responses.

e. **Community Outreach**

- i. SCPD policy will continue to ensure that the Police Commissioner or designated high ranking officer(s) meet with key leaders in Latino and other minority groups on a regular basis both at SCPD-sponsored meetings and at meetings held by minority groups.
- ii. SCPD will continue its outreach programs to all members of the community (*e.g.* Police Athletic League, English as Second Language classes, etc.) with the assistance of bilingual SCPD officers.
- iii. SCPD will engage the Latino community on an informal basis through community events in an effort to maintain a good relationship with the Latino community.
- iv. SCPD will solicit and receive input from the Community Advisory Board regarding the development of Spanish language training.
- v. SCPD will provide Spanish language learning opportunities for officers as well as sensitivity and diversity training, including presentations administered by Suffolk-based or local Latino organizations.
- vi. All SCPD non-confidential audits and reports related to the implementation of this Agreement will be made publicly available via the SCPD website and at the Police Department, County headquarters, and other public locations, to the fullest extent permissible under law.
- vii. SCPD will collect and maintain all data and records necessary to facilitate and ensure transparency and public access to information related to SCPD decision making and activities, as permitted by law.

f. **Social media and notification systems**

- i. Within 180 days of the Effective Date, to the extent SCPD uses social media and related publishing systems, such as Nixle, to provide community members with information that includes emergency alerts, safety tips, and other public safety information, SCPD will ensure that messages that are broadcast in English are also provided in Spanish or, to

the extent practicable, any other non-English language commonly spoken by community members, consistent with the requirements of Title VI.

- ii. SCPD will advertise the availability of such publishing systems to the community using local and social media.

VIII. Policies and Training Generally

- a. SCPD will maintain policies and procedures that are consistent with this Agreement and that provide clear direction to ensure that officers and civilian employees enforce the law effectively, ethically, and constitutionally. SCPD will ensure that all SCPD officers and employees are trained and able to fulfill their duties and responsibilities pursuant to SCPD policies and procedures.
- b. After undergoing any training required by this Agreement, SCPD will ensure that all officers who take such training will be required to pass a test demonstrating a basic comprehension of the training material after it is presented.
- c. SCPD policies and procedures will define terms clearly, comply with applicable law, and comport with best practices.
- d. SCPD will apply policies uniformly and hold all officers accountable for implementing and complying with SCPD policies and procedures.
- e. Upon request, SCPD will make available to the United States any policy the United States wishes to review. All policies and training curricula required by this Agreement will be provided to the United States for review within five business days of completion or modification. Within 60 days of receipt of any policy or training curricula for review, the United States will notify SCPD of any concerns it has regarding compliance with this Agreement, the Constitution, or federal law. SCPD will revise, modify, or delete any policy or training curricula required by this Agreement that the United States finds to be deficient unless SCPD shows, to the satisfaction of the United States, that it need not do so. If the parties disagree, the parties will attempt to resolve their differences in good faith.
- f. SCPD will implement a mechanism to ascertain whether ~~policies~~ Rules and Procedures required by this Agreement are being followed and to measure the success of the revised, modified, or newly created Rules ~~policies~~ and Procedures.

The mechanism will incorporate measuring officer accountability and seeking community input as part of its metrics.

- g. SCPD will ensure that all policies and procedures are available to SCPD members in an electronic format.
- h. SCPD will ensure that all revised or modified policies, procedures, directives, or orders are provided to SCPD members in a manner that clearly highlights or distinguishes any modification or change within the text of the policy itself.
- i. After issuing a Rule and Procedure pursuant to this Agreement, SCPD will ensure that all SCPD personnel have received, read, and understand their responsibilities pursuant to the revised policy or procedure, including the requirement that each officer or employee report violations of policy. SCPD officers will be required to demonstrate that they understand the revised Rule and Procedure. SCPD will also ensure that all officers know that, if they need clarification of a Rule and Procedure, they should consult with their supervisor.
- j. SCPD will review each Rule and Procedure required by this Agreement within one year after it is implemented, and ~~at least~~ annually thereafter throughout the pendency of this Agreement to ensure that the policy or procedure provides effective direction to SCPD personnel and remains consistent with the Constitution, current law, and best practices. Each policy will be marked with the next date for review.
- k. SCPD will ensure that Rules and Procedures made pursuant to this Agreement, including policy updates and revisions, are made available on its website in both English and Spanish and any other language commonly spoken within the community within 180 days of the Effective Date. Subsequently, Rules and Procedures made pursuant to this Agreement will be made available on SCPD's website in both English and Spanish within 60 days of each policy's Effective Date. SCPD may seek the United States' permission not to post particular Rules and Procedures on the website if SCPD provides a reasonable basis for its request.
- l. SCPD will check its website for accuracy, formatting, and ease of comprehension within 90 days of the Effective Date and then annually thereafter throughout the

pendency of this Agreement. SCPD will ensure that all applicable Rules and Procedures on the SCPD website are translated by a competent translator.

- m. SCPD should ensure that policies are not duplicative or redundant and that when policies are updated, the policies they replace are no longer used and no longer referenced in other policies, practices, training materials and other department documentation.

IX. Monitoring of the Agreement

a. Compliance

- i. Compliance with a material requirement of this Agreement requires that the County:
 - 1. has incorporated the requirement into policy;
 - 2. has trained all relevant personnel as necessary to fulfill their responsibilities pursuant to the requirement; and
 - 3. is carrying out the requirement in actual practice.

b. Compliance Coordinator

- i. Within 30 days of the Effective Date, SCPD will identify a compliance coordinator who is a member of SCPD to serve as the single point of contact with the United States. The Compliance Coordinator will coordinate compliance and implementation activities; facilitate access to County personnel and provide data, documents, and materials to the United States, as needed; ensure that all data, documents and records are maintained as provided in this Agreement; and assist in assigning implementation and compliance-related tasks to SCPD personnel, as directed by the Police Commissioner or his/her designee.

c. Compliance Reporting

- i. SCPD will collect and maintain all data and records necessary to:
 - 1. document implementation of and compliance with this Agreement; and
 - 2. perform ongoing quality assurance in each of the areas addressed by this Agreement.

- ii. Six months from the Effective Date, and every six months thereafter until this Agreement is terminated, the County will provide to the United States a self-assessment Compliance Report indicating whether the County has reached one of three levels of compliance with this Agreement:
Substantial Compliance, Partial Compliance, or Non-Compliance.
 - 1. “Substantial Compliance” indicates that the County has achieved compliance with most or all components of the relevant provisions of the Agreement.
 - 2. “Partial Compliance” indicates that the County has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains.
 - 3. “Non-Compliance” indicates that the County has not met most or all of the components of the Agreement.
- iii. In addition to the above, the Compliance Report will include:
 - 1. the steps SCPD and the County have taken during the reporting period to implement this Agreement;
 - 2. plans to correct any problems or lack of compliance;
 - 3. a response to any concerns raised by the United States regarding the County’s previous Compliance Report;
 - 4. a projection of the work to be completed during the upcoming reporting period;
 - 5. any anticipated challenges or concerns related to implementation of the Agreement; and
 - 6. a summary of documents relied on for statistical purposes or general data as the basis for self-assessment.
- iv. The Compliance Report may exclude assessments of the sections of the Agreement for which the United States has already determined the County to be in substantial compliance.
- v. Within 60 days of receipt of the County’s Compliance Report, the United States will notify SCPD of any questions or concerns it has regarding the

Report and the County's compliance with this Agreement. Whether SCPD and the County have obtained Substantial Compliance with this Agreement is the determination of the United States, in the first instance and ultimately the Court if the parties are unable to agree. The United States will collaborate with SCPD in revising any policies, procedures, or practices that the United States deems to be deficient.

- vi. The report will be published on SCPD's website within five business days of its completion.

d. Access to related personnel, facilities, and materials

- i. The County and SCPD will provide the United States with full and unrestricted access to all SCPD and County staff, facilities, and documents (including databases) necessary to carry out the duties assigned to SCPD by this Agreement.
- ii. For the purpose of implementing this Agreement, the United States may conduct compliance visits or audits as needed to determine whether the County and SCPD have implemented and continue to comply with the material requirements of this Agreement.
- iii. The United States will have access to all necessary SCPD and County staff, employees, facilities, data, and documents, including access to Agreement-related trainings, meetings, and documentation (*e.g.*, Arrest reports, Citizen Complaints, IAB investigations, and Incident reports) related to the implementation of this Agreement. The United States will provide the County and SCPD with at least 15 days notice prior to any visit. United States will cooperate with SCPD and the County in scheduling access to involved personnel, facilities and documents in a reasonable manner that attempts to minimize interference with daily operations.
- iv. The United States will provide the County and SCPD with at least 15 days to respond to any document request. SCPD will provide electronic copies of the requested documents.

- v. The United States will maintain all non-public information provided by SCPD and the County in a confidential manner.

e. **Modification and Enforcement of the Agreement**

- i. This Agreement will become effective upon the Effective Date.
- ii. The United States acknowledges the good faith of Suffolk County in addressing the recommended remedial measures intended to promote police integrity and ensure lawful policing in Suffolk County. The United States, however, reserves its right to pursue court action if it determines that the County has failed to fully comply with any provision of this Agreement.
- iii. If the United States reasonably believes that the County or SCPD has failed to fulfill any obligation under this Agreement, the United States will, before initiating any court proceeding to remedy such failure, give written notice of the failure to the County and SCPD. The County and SCPD will have 90 days from the date of such notice to cure or substantially cure the non-compliance and provide the United States with sufficient evidence of such cure. The Parties will attempt to resolve any differences during this period. If the parties fail to agree upon a modification or on an extension of time for cure by the end of the 90-day period, and the United States determines that the failure has not been cured, the United States may, without further notice, take appropriate legal action.
- iv. The parties agree that specific enforcement of the terms of this Agreement is an appropriate remedy if the County or SCPD does not comply.
- v. In the event that any provision of the Agreement is declared invalid, for any reason, by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.
- vi. The Parties may jointly agree to make changes, modifications, and amendments to this Agreement. Such changes, modifications, or amendments will be in writing and signed by the Parties.

- vii. Both Parties agree to defend the provisions of this Agreement. The Parties will notify each other of any court or administrative challenge to this Agreement. In the event any provision of this Agreement is challenged in any New York State court, removal to a federal court will be sought by the Parties. Any court disputes regarding this Agreement will be brought in federal court.
- viii. The County will promptly notify the United States if any term of this Agreement becomes subject to collective bargaining and will consult with the United States in a timely manner regarding the position the County takes in any collective bargaining consultation connected with this Agreement.
- ix. The County will require compliance with this Agreement by their respective officers, employees, agencies, assigns, or successors.

f. Termination

- i. This Agreement will terminate three years from the Effective Date, if the United States determines at that time that the County has maintained substantial compliance with all provisions of this Agreement for the previous twelve months.
- ii. This Agreement may terminate prior to three year date if the United States determines that the County has substantially complied with each of the provisions of the Agreement and has maintained substantial compliance for at least twelve months. In the event the United States and the County disagree as to whether the County has maintained substantial compliance for at least twelve months, the County may seek relief from the United States District Court for the Eastern District of New York declaring the County to be in substantial compliance with this Agreement and the Agreement terminated. The burden will be on the County to demonstrate this level of compliance.
- iii. If, after the end of the three year period described above, the United States determines that the County is not in substantial compliance, and the

County disputes that determination, the parties will attempt to resolve their differences in good faith. If those efforts fail, or the United States takes no action at the end of the three-year period, the County may seek relief from the United States District Court for the Eastern District of New York declaring the County to be in substantial compliance with this Agreement and the Agreement terminated. The County will bear the burden of demonstrating that it is in substantial compliance with the terms of this Agreement.

- iv. Individual major sections of the Agreement (Bias-free Policing, Hate Crimes and Hate Incidents, Language Assistance, Allegations of Police Misconduct, Community Engagement, and Policies and Training Generally) may terminate if the United States determines that the County has maintained substantial compliance with all provisions of the relevant section for the previous twelve months.
- v. Once the United States has determined that the County is in substantial compliance with the terms of this Agreement, the United States will issue a notification letter to the County and will close its investigation. Thereafter, the Agreement will no longer be in effect.

X. General Provisions

- a. Entry into this Agreement is not an admission by SCPD, the County, or any officer or employee of either entity that they have engaged in any unconstitutional, illegal, or improper activities or conduct.
- b. 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.
- c. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the County, SCPD, or any officer or employee thereof, for their conduct or the conduct of SCPD officers; accordingly, it does

not alter legal standards governing any such claims by third parties, including those arising from county, state, or federal law. This Agreement does not expand, nor will it be construed to expand, access to any County, SCPD, or United States documents by persons or entities other than the United States and the County, except as expressly provided by this Agreement.

- d. The County is responsible for ensuring that SCPD receives the necessary financial support and resources to enable SCPD to fulfill its obligations under this Agreement.
- e. Failure by a Party to enforce this Agreement or any provision of this Agreement with respect to any deadline or any other provision herein may not be construed as a waiver of its right to enforce other deadlines and provisions in this Agreement.
- f. Notices, documents or other information required to be provided to the United States under this Agreement shall be forwarded electronically to the United States Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York:

Entered into on this ____ day of _____, 2013

For the UNITED STATES OF AMERICA:

LORETTA E. LYNCH
United States Attorney
Eastern District of New York

ROY L. AUSTIN, JR.
Deputy Assistant Attorney General
Civil Rights Division
U.S. Department of Justice

By: _____

MICHAEL J. GOLDBERGER
Chief of Civil Rights, Civil Division
United States Attorney's Office
Eastern District of New York

JONATHAN M. SMITH
Section Chief, Special Litigation Section
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U.S. Department of Justice

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For the COUNTY OF SUFFOLK, NEW YORK:

STEVEN BELLONE
County Executive for Suffolk, New York

DENNIS M. BROWN
Suffolk County Attorney

For the SUFFOLK COUNTY POLICE DEPARTMENT

EDWARD WEBBER
Commissioner