



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

AGENDA

LAWDALE CITY COUNCIL REGULAR MEETING

Monday, April 3, 2023 - 6:30 p.m.

Lawndale City Hall Council Chamber
14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This Agenda is subject to revision up to 72 hours before the meeting.

A. **CALL TO ORDER AND ROLL CALL**

B. **CEREMONIALS** (Flag Salute and Inspiration)

C. **PRESENTATION**

1. **Recognition of Service - Outgoing Planning Commissioner & Beautification Committee Members**

Presentation of Certificates of Commendation to Planning Commissioner Erick Escamilla and Beautification Committee Members Luvia Diaz and Kassandra Ferrer

D. **PUBLIC SAFETY REPORT**

- a. Los Angeles County Sheriff's Department Update
- b. Los Angeles County Fire Department Update

E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)**

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 5 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

Recommendation: that the City Council approve.

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2304-014 authorizing the payment of certain claims and demands in the amount of \$278,485.81.

4. Minutes of the Lawndale City Council Regular Meeting – March 20, 2023

Recommendation: that the City Council approve.

5. Recommendation of Increase to Bail Amounts for Unlicensed Vending; second reading of Ordinance No. 1198-23 amending the Municipal Code penalties for Unlicensed Vending

Recommendation: that the City Council hold the second reading of and approve Ordinance No. 1198-23.

H. ADMINISTRATION

6. Adopt Resolution No. CC-2304-016 to Approve E-mail Management and Retention Policy and Procedure, and Update the City Council's Records and Information Management Policy

Recommendation: that the City Council adopt Resolution No. CC-2304-016, Updating City Council Policy No. 77-04 with Exhibit A E-mail Management and Retention Policy and Procedure, and find this matter exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061 (b)(3).

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

7. Explore the Idea of the City Constructing and Owning its own Digital Billboards

Recommendation: that the City Council consider the request from Mayor Pullen-Miles and provide further direction to staff.

8. Letter to Los Angeles County Board of Supervisors Opposing The Special Counsel to Sheriff Civilian Oversight Commission's Patrol Rotation Recommendation - February 2023 Report

Recommendation: that the City Council 1.) Review the draft letter to the Los Angeles County Chair and Board of Supervisors, making any desired revisions, and direct staff in the City Manager's Department to finalize the letter for City Council signatures and distribution; or 2.) provide direction to staff.

9. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, April 17, 2023, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California, 90260.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on April 3, 2023, was posted not less than 72 hours prior to the meeting.

Yvette Hall, Assistant City Clerk

City of Lawndale
Presentations
April 3, 2023
City Council Meeting

Recognition of Service of Outgoing Commission
and Committee Members

Planning Commission

Erick Escamilla

Beautification Committee

Luvia Diaz

Kassandra Ferrer

City of Lawndale
Certificate of Commendation
Presented To

Kassandra Ferrer

In Recognition of your Dedicated Service to the
BEAUTIFICATION COMMITTEE
September 2021 – December 2022

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney



Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Presented April 3, 2023

City of Laverdale

Certificate of Commendation *Presented To*

Luvia Diaz

In Recognition of your Dedicated Service to the
BEAUTIFICATION COMMITTEE
June 21, 2021 – February 28, 2023

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney



Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Presented April 3, 2023

City of Laverdale

Certificate of Commendation

Presented To

Erick Escamilla

In Recognition of your Dedicated Service to the
PLANNING COMMISSION
January 6, 2020 – December 20, 2022

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney



Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Presented April 3, 2023



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 3, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk 
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

RESOLUTION NO. CC-2304-014

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDALe, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$278,485.81

THE CITY COUNCIL OF THE CITY OF LAWNDALe, CALIFORNIA, DOES HEREBY
RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law,
and that appropriations for these claims and demands are included in the annual budget as approved
by the City Council.

SECTION 3. That the claims and demands paid by check numbers 204069 through 204132
for the aggregate total of \$278,485.81 are hereby authorized.

Effective Date: April 3rd, 2023

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 3rd day of April 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2304-014 at a regular meeting of said Council held on the 3rd day of April 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Rhonda H. Gorman					
Bernadette Suarez					

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
3/16/2023	204069		204098	82,153.90
3/23/2023	204099		204132	196,331.91
Total Checks				278,485.81

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			278,485.81

Check Register Report

Date: 03/15/2023
Time: 4:05 pm
Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204069	03/16/2023	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	2,271.77
204070	03/16/2023	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,060.00
204071	03/16/2023	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CITY HALL& MSD - QUARTERLY	874.00
204072	03/16/2023	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS FOR CDD DEPT	40.79
204073	03/16/2023	Printed		2207	ASAP SIGN & BANNER, LLC	DIGITAL DECALS FOR MSD VEH#514	55.13
204074	03/16/2023	Printed		0142	BOULEVARD FLORIST	GET WELL PLANT FOR JAY GOULD	71.39
204075	03/16/2023	Printed		7889A	CHARTER COMMUNICATIONS	PERMIT# PR2022000824 REFUND	2,400.00
204076	03/16/2023	Printed		7564	COLANTUONO, HIGHSMITH, &	SCE COALITION SHARE OF COSTS -	15.87
204077	03/16/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	34,915.59
204078	03/16/2023	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT.	3,733.76
204079	03/16/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - JANE ADAMS	376.17
204080	03/16/2023	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	122.42
204081	03/16/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	INGLEWOOD MEDIANS - HAND	4,716.83
204082	03/16/2023	Printed		8096	MENEMSHA DEVELOPMENT GROUP	PLANNING DEPOSIT REFUND	207.93
204083	03/16/2023	Printed		6428	MINUTEMAN PRESS OF GARDENA	5,000 WINDOW ENVELOPES	612.20
204084	03/16/2023	Printed		8095	YASMIN NAVARRO	CLASS FEE REFUND	90.00
204085	03/16/2023	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	589.26
204086	03/16/2023	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#516	20.00
204087	03/16/2023	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - FEB. 2023	4,166.37
204088	03/16/2023	Printed		5068	QUADIENT LEASING USA, INC	MAIL MACHINE LEASING SERVICES	712.16
204089	03/16/2023	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	2,095.06
204090	03/16/2023	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	4,331.65
204091	03/16/2023	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	1,239.89
204092	03/16/2023	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	8,100.00
204093	03/16/2023	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	2,575.88
204094	03/16/2023	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	994.85
204095	03/16/2023	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	2,099.34
204096	03/16/2023	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	76.50
204097	03/16/2023	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONES SERVICE	3,544.07
204098	03/16/2023	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02

Total Checks: 30 Checks Total (excluding void checks): 82,153.90

Total Payments: 30 Bank Total (excluding void checks): 82,153.90

Total Payments: 30 Grand Total (excluding void checks): 82,153.90

Check Register Report

Date: 03/23/2023
Time: 8:37 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204099	03/23/2023	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	862.03
204100	03/23/2023	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,269.63
204101	03/23/2023	Printed		0142	BOULEVARD FLORIST	BEREAVEMENT FLOWERS - MAUREEN	89.19
204102	03/23/2023	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	2,330.00
204103	03/23/2023	Printed		6164	CITY OF LAWDALE	DEPOSIT - COMMUNITY CENTER	500.00
204104	03/23/2023	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	MAR. 2023-INS PRE-TAX/POST TAX	2,472.27
204105	03/23/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE THRU	7,942.51
204106	03/23/2023	Printed		6244	DATA TICKET, INC	CODE CITATION PROCESSING &	423.00
204107	03/23/2023	Printed		0216	DELTA DENTAL	MAR. 2023 DENTAL PREMIUM	1,830.38
204108	03/23/2023	Printed		0389	DELTA DENTAL INS	MAR. 2023 DENTAL PREMIUM	235.02
204109	03/23/2023	Printed		6531	DARREN P DOERSCHIEL	SYSTEMS INTEGRATION CONSULTING	4,750.00
204110	03/23/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS FOR ROGERS	424.11
204111	03/23/2023	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	7,882.14
204112	03/23/2023	Printed		7761	GOVINVEST INC	PENSION MODULE - ANNUAL	5,500.00
204113	03/23/2023	Printed		6051	INFANTE BROS LAWNMOWER SHOP	GENERATOR FOR PWD	882.00
204114	03/23/2023	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASIICS	1,153.06
204115	03/23/2023	Printed		0204	L.A. COUNTY CLERK'S OFFICE	NOTICE OF EXEMPTION -	75.00
204116	03/23/2023	Printed		8097	STEPHANIE LE	CLASS FEE REFUND	41.00
204117	03/23/2023	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
204118	03/23/2023	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	91.96
204119	03/23/2023	Printed		8078	HRANT MANUELIAN	REIMB. FOR ATTENDING GIOA	1,011.36
204120	03/23/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING SERVICES -	117,167.00
204121	03/23/2023	Printed		2984	MEDIA CONTROL SYSTEMS LLC	CABLECAST SOFTWARE & STREAMING	2,900.00
204122	03/23/2023	Printed		8031	MOMAR, INC.	GRAFFITI PAINT HARDENER	530.38
204123	03/23/2023	Printed		1140	PACIFIC TIRE SERVICE	2 NEW TIRES FOR VEH#506	525.00
204124	03/23/2023	Printed		7047	PRECISION AUTO CARE, INC	REPLACED EXTERIOR & FOG LIGHT	231.21
204125	03/23/2023	Printed		8098	REECE PLUMBING	PLUMBING PARTS - COMMUNITY	76.58
204126	03/23/2023	Printed		7827	SA ASSOCIATES	CONSTRUCTION MGMT &	13,857.25
204127	03/23/2023	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	17,717.89
204128	03/23/2023	Printed		0346	SPARKLETT'S	BOTTLE WATER SERVICE- FEB.2023	718.43
204129	03/23/2023	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - FEB. 2023	148.00
204130	03/23/2023	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,602.98
204131	03/23/2023	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM MAR. 2023	992.53
204132	03/23/2023	Printed		6897	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Total Checks: 34

Checks Total (excluding void checks):

196,331.91

Total Payments: 34

Bank Total (excluding void checks):

196,331.91

Total Payments: 34

Grand Total (excluding void checks):

196,331.91

**DRAFT - MINUTES
LAWNDALe CITY COUNCIL REGULAR MEETING
March 20, 2023**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:32 pm. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Sirley Cuevas, Councilmember Rhonda Hofmann Gorman, Councilmember Bernadette Suarez, Councilmember Pat Kearney.

Other Participants: City Clerk Erica Harbison, City Manager Sean M. Moore, City Attorney Greg M. Murphy, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Community Services Director Mike Estes, Los Angeles County Sheriff's Department Sergeant Justin Smith, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Development Manager Jared Chavez.

B. CEREMONIALS

Councilmember Suarez led the flag salute. Pastor Don Schmolder of Restoration Life Church provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sherriff's Department Update

Sergeant Smith summarized the recent law enforcement activities.

Councilmember Hofmann Gorman requested that Officer Stern receive an acknowledgement for his efforts with enforcing a traffic stop.

Councilmember Hofmann Gorman expressed concerns over loud mufflers in the residential areas and asked for additional focus in this area.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Jasmine Leon Guerrero, District Representative for Senator Steven Bradford, announced the tax preparation services for residents being offered at the community resource fair.

Chelsea Schreiber, resident, stated that her dog was decapitated by a Metro train. She is concerned about the safety of pedestrians and suggested that the City Council consider the Hawthorne Boulevard option instead of the right-of-way (ROW) for the Metro C Line (Green) Extension Project.

Karen Ruby, resident, spoke on the C Line (Green) Extension Project, and believes that Hawthorne Boulevard is the better option.

Angelica Vicente, resident, commented on the Draft Environmental and Impact Report (DEIR), and feels that Metro is going to take private property on both sides of the project. She requested that the City Council help the residents stop this project.

Colleen Villegas, resident, commented that the ROW is not the best option for the Metro C Line (Green) Project and feels noise pollution will affect the quality of life.

Armando Vicente, resident, commented that he believed that the residents are not aware of the Metro C Line (Green) Project and is concerned about the gas lines.

Patrick Fallon, resident, commented that the City Council should offer Metro options that would be acceptable if the project is going to be built.

Ray Hollar, resident, commented that accidents can happen especially with 192 trains coming and going each day. He is concerned with safety and supports the Hawthorne Boulevard option.

A written public comment was received via email from Mark Neelson regarding the Metro C Line (Green) DEIR.

E. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman asked the City Manager to provide the history of the C Line (Green) Project.

City Manager Moore provided the history of the City's opposition to the Metro C Line (Green) Project and the original trenching option in the ROW.

Councilmember Hofmann Gorman stated that the City has been working on the Metro Project for thirty years and acknowledged the resident who purchased the property without knowing the project was being proposed. She encouraged the residents to come together to write letters and express their concern to the Metro Board members. She requested that the Tacos and Taxes information be posted on the City's website.

Councilmember Kearney commented on eminent domain and asked the City Attorney to provide information on this topic. He also noted that the City sent out flyers in English and Spanish to the residents informing them of Metro's public hearing dates.

City Attorney Murphy said he would follow-up on the eminent domain laws.

Councilmember Suarez commented on Metro C Line (Green) Project and thanked the residents for coming to the City Council meeting.

Mayor Pro Tem Cuevas stated that she has heard the residents' concerns and provided assurance that the City will find a solution. She requested a copy of the Tacos and Taxes flyer.

Mayor Pullen-Miles thanked Representative Guerrero for attending. He commented that he does not see the economic benefits of the Metro C Line (Green) Project, and that mitigating the project

with the least adverse effect on the community is the City Council's priority. He encouraged residents to voice their concerns to their regional representatives.

F. CONSENT CALENDAR

Items 1 through 4 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2303-012 authorizing the payment of certain claims and demands in the amount of \$790,297.93.
3. **Minutes of the Lawndale City Council Regular Meeting – March 6, 2023**
Recommendation: that the City Council approve.
4. **Adopt Resolution to Approve Fiscal Year 2022-23 Annual Review and Records Retention Schedule Updates to City Council's Records and Information Policy**
Recommendation: that the City Council adopt Resolution No. CC-2303-013, Updating City Council Policy No. 77-04, with Exhibit A Records Retention Schedule for Fiscal Year 2022-23 and find Records Retention Schedule updates exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas to approve the consent calendar. The motion carried by a vote of 5-0.

By consensus, the City Council reordered the agenda and considered agenda Item J. 9. Continued Discussion Regarding South Bay Cities Council of Governments Potential Membership Dues Increase for FY 2023-24 at this time.

9. **Continued Discussion Regarding South Bay Cities Council of Governments Potential Membership Dues Increase for FY 2023-24**
Recommendation: that the City Council review and discuss this report and provide direction to staff, if any.

Deputy City Manager/Human Resources Director Felton introduced Jacki Bachrach, Executive Director of South Bay Cities Council of Governments (SBCCOG).

Executive Director Bachrach provided the list of duties and projects that the SBCCOG Regional Planner provides.

Councilmember Hofmann Gorman inquired how many hours the City would receive from the Planner.

Executive Director Bachrach responded that the cost for the Planner is \$270 a month and stated that the Planner would provide various support to the City, such as legislation and analysis, research and planning tools.

Councilmember Kearney commented on the City's tasks that are done in-house and felt that the Planner is not needed. He does not feel the fee calculation is fair to the City as it is based on the population and general funds balance of each City.

Executive Director Bachrach replied that the Planner was a Pilot Program for two-years and that the SBCCOG Board decided to make it a permanent part of the assessment fees.

Councilmember Suarez indicated that she is the delegate for the SBCCOG and thanked Executive Director Bachrach for being in attendance. Councilmember Suarez stated that she believed the SBCCOG provides good resources for the residents and would like to try the Planner's services. She discussed the Climate Action Plan fees, grant services, and the increase in dues.

Mayor Pullen-Miles commented that the Planner is regionally used and questioned if the City could benefit from it directly. He stated that specific projects from City would need to be identified.

Mayor Pro Tem Cuevas stated that staff must monitor the tasks of the Planner and use the services. She supports trying the Planner on a trial basis.

Discussion ensued between the City Council and Executive Director Bachrach regarding using the Planner on a temporary basis and the fees for other Cities.

Councilmember Suarez offered her discretionary funds to fund the Planner for one-year.

Councilmember Hoffman Gorman requested that records be kept on the amount of work that the Planner provides to the City.

Councilmember Suarez made a motion to utilize the Planner for one-year on a trial basis, keep the assessment as a special assessment and bring this request to the SBCCOG Board for consideration.

Mayor Pullen asked Community Development Manager Chavez what the Community Development Department can have the planner work on.

Community Development Manager Chavez responded that the Planner could assist with tasks such as reviewing new regulations.

Discussion ensued among the City Council grants research and long-term planning needs.

A motion was made by Councilmember Suarez and seconded by Mayor Pro Tem Cuevas to utilize the Planner for one-year on a trial basis, keep the assessment as a special assessment and bring this request to the SBCCOG Board for consideration. The motion carried by a vote of 3-2. Councilmember Kearny and Councilmember Hoffman Gorman voted no.

G. PUBLIC HEARINGS

5. Recommendation to Increase Citation Amounts for Unlicensed Vending

Recommendation: that the City Council A.) Conduct a public hearing; and B.) Determine that Ordinance No. 1198-23 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and C.) Introduce for first reading by title only Ordinance No. 1198-23, an Ordinance to Increase Citation Amounts for Unlicensed Vending; and D.) Adopt Resolution No. CC-2302-005 amending Chapter 1.11 of the Lawndale Municipal Code administrative fine schedule pertaining to the illegal sales of food, goods, and services within the City of Lawndale in the amount of \$250 for the first offense, \$500 for the second offense, and \$1,000 for the third and all subsequent violations.

Municipal Services Director Reyes presented the staff report.

Mayor Pro Tem Cuevas asked if staff are making vendors aware that licenses are available to them at the time they are issued a citation.

Municipal Services Director Reyes responded that staff is providing the vendors with information about licenses and that the cost is under \$100 dollars.

Mayor Pro Tem Cuevas asked if food vendors will need a health department permit.

Municipal Services Director Reyes responded that food vendors will need a certificate from the Los Angeles County Department of Health Department (LACDPH).

Mayor Pullen-Miles opened the Public hearing at 8:31 p.m.

Randall Abram, Resident, commented that he agrees with the City's desire to enforce the municipal code, however, the ordinance should be in compliance with SB 946.

Mayor Pullen-Miles closed the Public Hearing at 8:34 p.m.

Councilmember Suarez has concerns about the legal implications of seizing carts and merchandise.

City Attorney Murphy provided clarification on removing and returning seized property back within ninety days and explained the circumstances of when a cart would be seized. He indicated that the seizure would be based on limited circumstances.

City Manager Moore commented that this ordinance would be used as a tool to motivate street vendors to work with the City and provide their information.

City Attorney Murphy stated that most of the time vendors will move on their own and explained that the fines are the last resort if they continue to come into the City.

Municipal Services Director Reyes stated that a handout about the fines and cart removal process will be created and provided in English and Spanish.

Discussion ensued among the City Council regarding LACDPH health requirements, utilizing the Los Angeles County Sheriff's Department, issuing warnings, using a security guard, and that vending locations are limited.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to determine that Ordinance No. 1198-23 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and introduce for first reading by title only Ordinance No. 1198-23, an Ordinance to Increase Citation Amounts for Unlicensed Vending; as well as adopt Resolution No. CC-2302-005 amending Chapter 1.11 of the Lawndale Municipal Code administrative fine schedule pertaining to the illegal sales of food, goods, and services within the City of Lawndale in the amount of \$250 for the first offense, \$500 for the second offense, and \$1,000 for the third and all subsequent violations. The motion carried by a vote of 3-2. Mayor Pro Tem Cuevas and Councilmember Suarez voted no.

City Attorney Murphy read the ordinance by title only and waived further reading.

6. General Plan and Housing Annual Progress Report 2022

Recommendation: that the City Council review the 2022 draft Annual Report, make any desired revisions, and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research.

Community Development Manager Chavez introduced Assistant Planner Jose Hernandez.

Assistant Planner Hernandez presented a PowerPoint presentation.

Mayor Pullen-Miles opened the Public hearing at 8:58 p.m.

There were no public comments.

The Mayor closed the Public Hearing at 8:58 p.m.

Mayor Pullen-Miles and Councilmember Suarez thanked staff for their work on the long process to complete the report.

City Attorney Murphy added that a resolution was also being considered.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas, to adopt resolution CC-2303-15, General Plan and Housing Annual Progress Report 2022 and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research. The motion carried by a vote of 5-0.

H. ADMINISTRATION

7. American Rescue Plan Act Funds Use Update

Recommendation: that the City Council receive and file the American Rescue Plan Act Funds Use Update.

Finance Director Manuelian presented the staff report.

Councilmember Suarez requested that the Community Development Department consider upgrading its permit process.

Community Development Manager Chavez responded that a system to accept payments electronically is in the works.

By consensus, the City Council received and filed the American Rescue Plan Act Funds Use Update.

8. Agreement for Recreation Facility Security Camera Replacement Project

Recommendation: that the City Council 1.) Approve the attached Contract Services Agreement for Security Camera Provision, Maintenance and Related Services between the City of Lawndale and A3 Communications, Inc., dba Blue Violet Networks for an amount not to exceed \$198,387 and the related budget amendment as noted above; or 2.) Provide further direction.

Director of Community Services Estes presented the staff report.

Councilmember Hofmann Gorman asked if staff could access the recordings remotely.

Director of Community Services Estes responded that remote access is available to anyone authorized to view the recordings.

Mayor Pro Tem Cuevas asked if the recordings were cloud-based.

Director of Community Services Estes stated that the cameras are Network Video Recorders and not cloud-based due to the high cost of cloud-based services.

Mayor Pro Tem Cuevas asked how the quantity of the cameras was determined.

Director of Community Services Estes responded that a walk-through was conducted at each location with the proposers.

Councilmember Kearney asked for clarification on the number of cameras at each location.

A motion was made by Councilmember Suarez, and seconded by Mayor Pro Tem Cuevas to approve the attached Contract Services Agreement for Security Camera Provision, Maintenance and Related Services between the City of Lawndale and A3 Communications, Inc., dba Blue Violet Networks for an amount not to exceed \$198,387 and the related budget amendment as noted above. The motion carried by a vote of 5-0.

I. CITY MANAGER REPORT

City Manager Moore stated that there is no report.

J. ITEMS FROM CITY COUNCILMEMBERS

9. Continued Discussion Regarding South Bay Cities Council of Governments Potential Membership Dues Increase for FY 2023-24

This matter was moved and previously discussed after the Consent Calendar.

10. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Hofmann Gorman attended the California Contract Cities Association's event at the Gas Company.

Councilmember Kearney attended the Trust Fund Claims Board and Oversight Committee, the 8th Annual South Bay Legislative Meet and Greet held at California State University Dominguez Hills. He also attended the Native American Pow Wow held at California State University Long Beach, California Contract Cities Association's event held at the Gas Company, Lawndale Clean Up Day, and the Residents Against Metro Meeting.

Councilmember Suarez attended SBCCOG's Steering Committee meeting, Residents Against Metro Meeting, C&S Garden's One Year Celebration event.

Mayor Pro Tem Cuevas attended the City's Clean Up Day, Residents Against Metro Meeting, and asked for an update on the property on Manhattan Beach Boulevard and Hawthorne Boulevard.

City Manager Moore provided an update on the vacant property.

Mayor Pullen-Miles attended the Residents Against Metro Meeting and the City's Clean Up Day.

Mayor Pullen-Miles thanked the residents who participated in the Clean Up Day event.

K. CLOSED SESSION

11. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

City Attorney Murphy announced that the City Council will convene into a closed session regarding a labor negotiation matter.

The City Council convened into a closed session at 9:57 p.m.

The City Council reconvened the open session of the meeting at 10:18 p.m.

City Attorney Murphy announced that there was no reportable action taken by the City Council.

L. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 10:19 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 4/3/2023

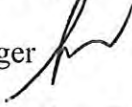


CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 3, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: **Recommendation of Increase to Bail Amounts for Unlicensed Vending; second reading of Ordinance No. 1198-23 amending the Municipal Code penalties for Unlicensed Vending.**

BACKGROUND

In 2021 the City Council approved the use by staff to issue Administrative Citations to residents/businesses that fail to operate in compliance with the Lawndale Municipal Code. The use of Administrative Citations has been very helpful in gaining compliance from violating parties but has been difficult when citing unlicensed vendors as they often do not have US Government issued ID's.

STAFF REVIEW

At the February 21, 2023, City Council meeting, the City Council introduced and held the first reading of Ordinance No. 1198-23 amending the Municipal Code penalties for unlicensed vending. At that time, the City Council also heard and approved Resolution No. CC-2302-005 amending the City's Fine Schedule. The City Council is asked now to hold the second reading of and approval of Ordinance No. 1198-23.

LEGAL REVIEW

The City Attorney has reviewed the proposed Resolution and Ordinance and approves it as to form.

FISCAL REVIEW

Staff anticipates no added costs for this increase to bail amounts and expects that these new bail amounts will in fact encourage compliance from unlicensed vendors.

RECOMMENDATION

Staff recommends that the City Council:

1. Hold the second reading of and approve Ordinance No. 1198-23 (it has already been read by title).

Attachments: A. Ordinance No. 1198-23

ORDINANCE NO. 1198-23

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAWNDALE, CALIFORNIA ADDING CHAPTER 12.66 TO THE
LAWNDALE MUNICIPAL CODE REGULATING SIDEWALK
VENDORS IN COMPLIANCE WITH SENATE BILL 946**

WHEREAS, Senate Bill 946 was approved by the Governor in September 2018, prohibiting a local authority from regulating sidewalk vendors, except in accordance with the provisions of the Bill; and

WHEREAS, Senate Bill 946 authorizes the City Council to adopt by ordinance additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety or welfare concerns; and

WHEREAS, Senate Bill 946 went into effect January 1, 2019; and

WHEREAS, major construction-related improvement projects impact existing infrastructure within the City of Lawndale ("City") and impact vehicular and pedestrian traffic, parking, and the general quality of life for City residents and businesses for an extended period of time; and

WHEREAS, the City Council desires to establish a sidewalk vending program that will benefit the City; and

WHEREAS, the establishment of a sidewalk vending program under the authority provided in Senate Bill 946, shall ensure protection of the health, safety, and welfare of City residents, businesses and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Lawndale hereby makes the following findings:

- A. The above recitals are true and correct and incorporated fully herein.
- B. the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors.

SECTION 2. Chapter 12.66 of the Lawndale Municipal Code is added to read, in its entirety, as shown in Exhibit A.

SECTION 3. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b) (3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty there is no possibility that adoption of a major construction improvement project encroachment permit program may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No.1198-23at its regular meeting held on the _ day of _, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Bernadette Suarez					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 3, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Adopt Resolution No. CC-2304-016 to Approve E-mail Management and Retention Policy and Procedure, and Update the City Council's Records and Information Management Policy**

BACKGROUND

This policy outlines the proper use of e-mail resources available to the City of Lawndale's employees to ensure that the City provided e-mail services are used in compliance with applicable laws and City policies. E-mail is a means of transmitting written communications electronically. The purpose of e-mail is to communicate between individuals and groups and to promote the effective and efficient use of time and resources to carry out City business.

No organization should retain information that has little or no value. Excessive retention leads to higher storage, legal costs and the inability to find useful information. Compliance with this policy helps the City to achieve two goals:

- Lower the cost of the storage of records to improve the successful retention of City e-mail communications stored on, sent from, and/or received by City staff based on best practices, applicable laws and City policies;
- Reduce the risk of exposure to litigation by maintaining records in accordance with the adopted Records Retention Schedule and purging records that have little to no value.

STAFF REVIEW

Section I

For purposes of this staff report's discussion, the following definitions shall apply:

- "E-mail" shall mean all correspondence and other content in electronic format stored on, sent from, and/or received by the City's e-mail system;
- "Temporary E-mail" shall mean e-mails of a transitory or momentary nature that consist of preliminary drafts, notes or memoranda, and other non-substantive matters such as appointment requests, phone messages, greetings and reminders that are not intended to be used and/or are not normally retained in the ordinary course of City business; and
- "Public Record" shall mean any writing, regardless of its form (including both paper and electronic documents), containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by the City.

The City's e-mail system is intended to be used as a method of communication. To the extent that e-mail correspondence may, in and of itself, contain substantive information relating to the conduct of the public's business, such correspondence is subject to retention as a public record under the City's Records and Information Management Policy and Records Retention Schedule (RRS). For this reason, e-mail will be retained in the City's e-mail system for the general public records retention period of 24 months.

E-mail communications shall be handled in one of the following methods:

- a. Retain on the e-mail system, subject to the procedure set forth in Section II below;
- b. Print and store in hard copy files; (See Exhibit A - E-mail Storage Guidelines.); and
- c. Move to dedicated subject matter file to be stored with other substantive documents related to said subject matter on departmental/office networked file systems. (See Exhibit A - E-mail Storage Guidelines.)

E-mail that is not a Temporary E-mail, which concerns a matter subject to a retention period longer than 24 months under the City's RRS, shall be evaluated and determined by the employee as to whether it should be removed from the e-mail system pursuant to Section 1.b. or 1.c. above, prior to the auto-delete policy set forth in Section I above. Non Temporary E-mails may be removed from the system at any time pursuant to Section 1.b. or 1.c. above, regardless of the retention period for the subject matter file. Employees who are unclear on how to comply with this requirement shall discuss the retention requirements with their supervisor.

Section II

In order to comply with the general record retention period, the City's e-mail system will be configured to retain e-mails for 24 months, after which time, e-mails will be automatically deleted. This auto-delete policy applies to messages within all folders (an employee's mailbox, inbox folders, sent file folders, draft file folders, etc.) stored throughout the e-mail system. In addition, all e-mails within the e-mail archive system will also be deleted after 24 months. Employees may delete Temporary E-mails from their computer; however, such e-mails are normally retained in the e-mail system and are subject to permanent deletion pursuant to the 24 month schedule.

Once e-mails have been removed from the e-mail system and stored in either paper or electronic form (i.e., under Sections 1.b, 1.c., or per the Non Temporary E-mail policy in Section I above), they shall be considered a Public Record under the City's Records and Information Management Policy, and will no longer be treated as "e-mail". The destruction of such records shall take place at the same time and in the same manner as all other departmental records, and shall be done in compliance with all state and local legal requirements for the destruction of records pursuant to the City's RRS, including City Attorney and City Council approval.

This administrative procedure shall be reviewed annually by the City Attorney, Information Systems Officer and City Clerk's Department, who will recommend to the City Manager whether changes should be made in order to ensure the City is current with the latest technology and legal requirements.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the E-mail Management and Retention Policy and Procedure, and Update to City Council's Records and Information Management Policy, are not subject to CEQA review because it can be seen with

certainty that there is no possibility that the E-mail Management and Retention Policy and Procedure, and Update to City Council's Records and Information Management Policy may have a significant effect on the environment as this matter is an administrative action.

LEGAL REVIEW

The City Attorney's Office has reviewed Resolution No. CC-2304-016 and has approved it to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2304-016, Updating City Council Policy No. 77-04 with Exhibit A E-mail Management and Retention Policy and Procedure, and find this matter exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

ATTACHMENTS:

- A. Resolution No. CC-2304-016 with Exhibit A – E-mail Management and Retention Policy and Procedure
- B. City Council Policy No. 77-04 (with no exhibits attached)

ATTACHMENT A

RESOLUTION NO. CC-2304-016

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
UPDATING THE CITY COUNCIL RECORDS AND INFORMATION POLICY
BY ADDING AN E-MAIL MANAGEMENT AND RETENTION POLICY AND PROCEDURE**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Lawnsdale; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the State of California has adopted guidelines for retention periods for various government records; and

WHEREAS, the City Council of the City of Lawnsdale has established a City Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the City Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council now desires to keep aligned with recent changes in state law and current "best practices" of other agencies and approve a formal E-mail Management and Retention Policy and Procedure.

THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the updates to City Council Policy No. 77-04, by adding E-mail Management and Retention Policy and Procedure as attached hereto as "Exhibit A", and incorporated herein by this reference, as if fully set forth herein and directs City staff to include said updated E-mail Management and Retention Policy and Procedure in the Policy Manual.

SECTION 2. The term "E-mail" as used herein shall mean all correspondence and other content in electronic format stored on, sent from, and/or received by the City's e-mail system;

SECTION 3. In order to comply with the general record retention period, the City's e-mail system will be configured to retain e-mails for 24 months, after which time, e-mails will be automatically deleted as outlined in the E-Mail Management and Retention Policy and Procedure (Exhibit A); and

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 5. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2304-016 at a regular meeting of said Council held on the 3rd day of April, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Pat Kearney					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT A
E-MAIL MANAGEMENT AND
RETENTION POLICY AND PROCEDURE

I. STATEMENT:

The City of Lawndale's e-mail system is intended to be used as a method of communication. To the extent that e-mail correspondence may, in and of itself, contain substantive information relating to the conduct of the public's business, such correspondence is subject to retention as a public record under the City's Records and Information Policy. For this reason, e-mail will be retained in the City's e-mail system for the general public records retention period of 24 months.

II. DEFINITIONS:

For purposes of this policy, the following definitions shall apply:

1. "E-mail" shall mean all correspondence and other content in electronic format stored on, sent from, and/or received by the City's e-mail system;
2. "Temporary E-mail" shall mean e-mails of a transitory or momentary nature that consist of preliminary drafts, notes or memoranda, and other non-substantive matters such as appointment requests, phone messages, greetings and reminders that are not intended to be used and/or are not normally retained in the ordinary course of City business; and,
3. "Public Record" shall mean any writing, regardless of its form (including both paper and electronic documents), containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by the City.

III. PROCEDURE:

1. E-mail communications shall be handled in one of the following methods:
 - a. Retain on the e-mail system, subject to the procedure set forth in paragraph 2 below;
 - b. Print and store in hard copy files; (See Information Technology E- mail Storage Guidelines.) and,
 - c. Move to dedicated subject matter file to be stored with other substantive documents related to said subject matter on departmental/office networked file systems. (See Information Technology E-mail Storage Guidelines.)
2. In order to comply with the general record retention period, the City of Lawndale's e-mail system will be configured to retain e-mails for 24 months, after which time, e-mails will be automatically deleted. This auto-delete policy applies to messages within all folders (an employee's mailbox, inbox folders, sent file folders, draft file folders, etc.) stored throughout the e-mail system. In addition, all e-mails within the e-mail archive system will also be deleted after 24 months. Employees may delete Temporary E-mails from their computer, however, such emails are normally retained in the e-mail system and are subject to permanent deletion pursuant to the 24-month schedule.
3. E-mail that is not a Temporary E-mail, which concerns a matter subject to a retention period longer than 24-months under the City's Records Retention Schedule, shall be evaluated and determined by the employee as to whether it should be removed from the e-mail system pursuant to 1.b. or 1.c. above, prior to the auto-delete policy set forth in paragraph 2 above. Non Temporary E-mails may be removed from the system at any time pursuant to 1.b. or 1.c. above, regardless of the retention period for the subject matter file. Employees who are

unclear on how to comply with this requirement shall discuss the retention requirements with their supervisor.

4. Once e-mails have been removed from the e-mail system and stored in either paper or electronic form (i.e., under paragraphs 1.b., 1.c., or 3, above), they shall be considered a Public Record under the City's Records and Information Policy, and will no longer be treated as "e-mail". The destruction of such records shall take place at the same time and in the same manner as all other departmental records, and shall be done in compliance with all state and local legal requirements for the destruction of records pursuant to the City's Records and Information Policy, including City Attorney and City Council approval.
5. This administrative Procedure shall be reviewed annually by the City Attorney, Information Systems Officer and City Clerk's Department, who will recommend to the City Manager whether changes should be made in order to ensure the City is current with the latest technology and legal requirements.

IV. PROHIBITIONS:

1. Employees shall not create e-mail archives or Outlook data files outside of the e-mail system, or otherwise store e-mails outside of the e-mail system except as allowed. The purpose of this policy is to ensure that all City e-mail messages are kept within the City's control and can be managed, monitored, and retrieved as necessary. This policy will help protect sensitive information and ensure compliance with legal and regulatory requirements. If an employee needs to keep a copy of an e-mail for their records or for other legitimate purposes, they should do so within the email system or follow the City's established procedures for storing e-mails outside of the system.
2. Consistent with the City's Internet and E-mail Policy, personal use of the e-mail system shall be restricted and must not interfere with an employee's job duties and responsibilities.

E-MAIL STORAGE GUIDELINES

I. Purpose and Scope

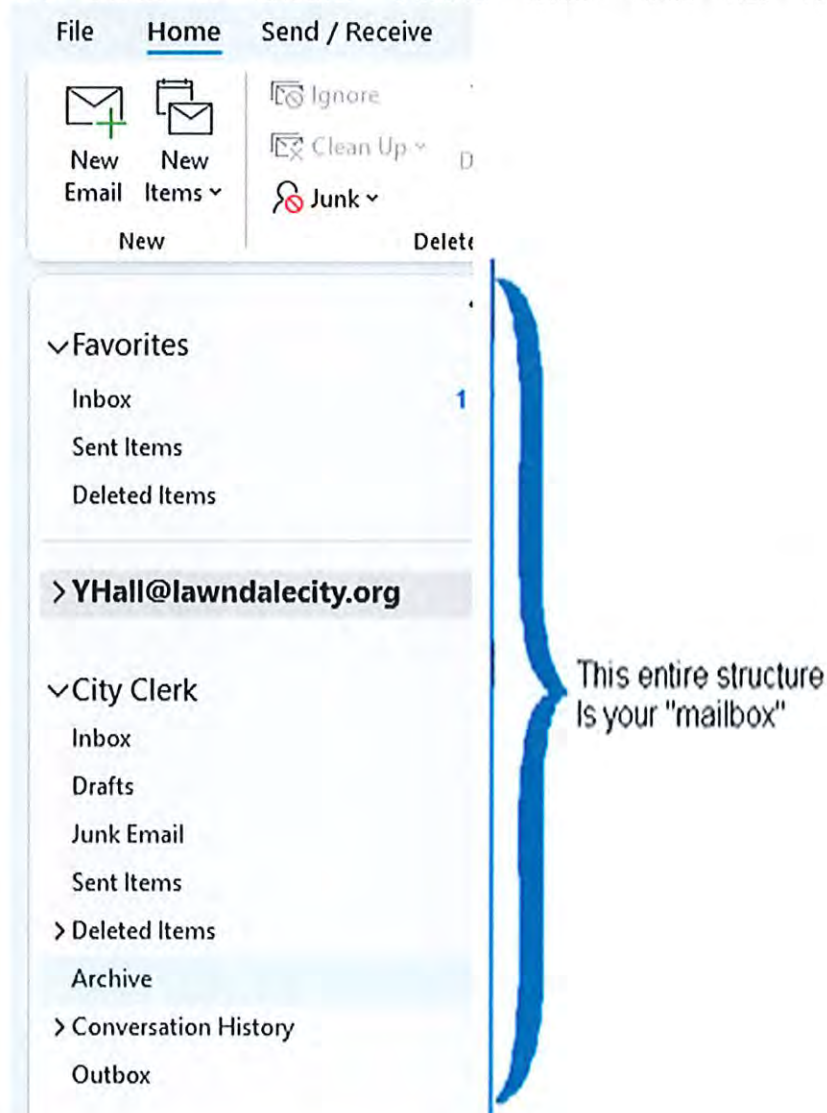
This document will assist staff in complying with the City's electronic document retention policy as it relates to e-mail.

The policy details are found in the E-mail Management and Retention Policy and Procedure. A key element in the policy is that e-mail will be automatically deleted from each user's Outlook mailbox at the interval specified in the policy, including the inbox and all associated folders.

Because staff will need to take action on any e-mails they wish to save and retain beyond the retention period, this document provides several alternatives. The suggestions include tips on printing, filing, and/or saving e-mail to the network file system.

II. The Outlook Mailbox

The Mailbox is the storage area for each user's e-mail, calendar items, tasks, and other information saved in Outlook. The "mailbox" is often confused with the "Inbox." As shown, the Inbox is only a sub-set of the overall Mailbox. Sent Items, Deleted Items, Calendar, Contacts, and any other e-mail folders created in the Inbox are all part of the Mailbox. Moving an e-mail from the Inbox to another Outlook folder does not remove it from the Mailbox.



Moving e-mail out of the Mailbox can be accomplished in several ways. To aid in the organization and retrieval of stored e-mail messages, it is recommended that each department establish consistent storage protocols which best suit their needs.

Three methods to manage e-mail are outlined in the following sections.

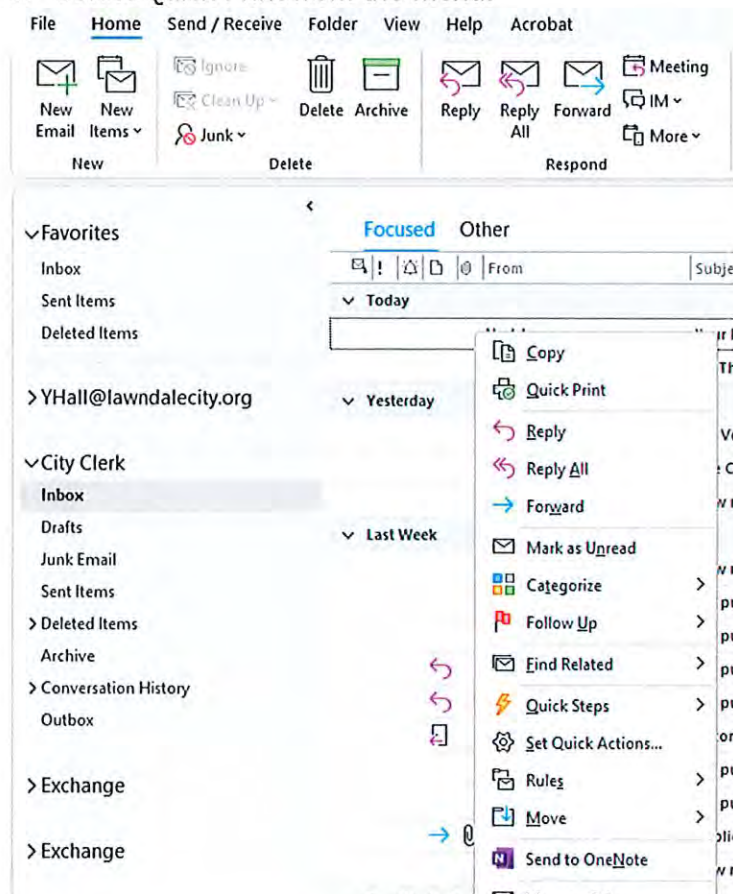
III. Three Methods to Manage E-mail

Review all methods and determine which fit your circumstances and/or department guidelines. A brief summary of each method is described in the table below. Please note that City employees will no longer be permitted to store any e-mail in PST files. All e-mail will only be stored, archived and searchable within our e-mail system in order to remain compliant with our E-mail Management and Retention Policy and Procedure.

Method	Best used when...
Print & File	You need a physical copy of an e-mail.
Save as .msg	You want to save an e-mail to the network and be able to open it later in Outlook.
Drag & Drop	You have e-mails that you need to save to the network for archive purposes and keep attachments.

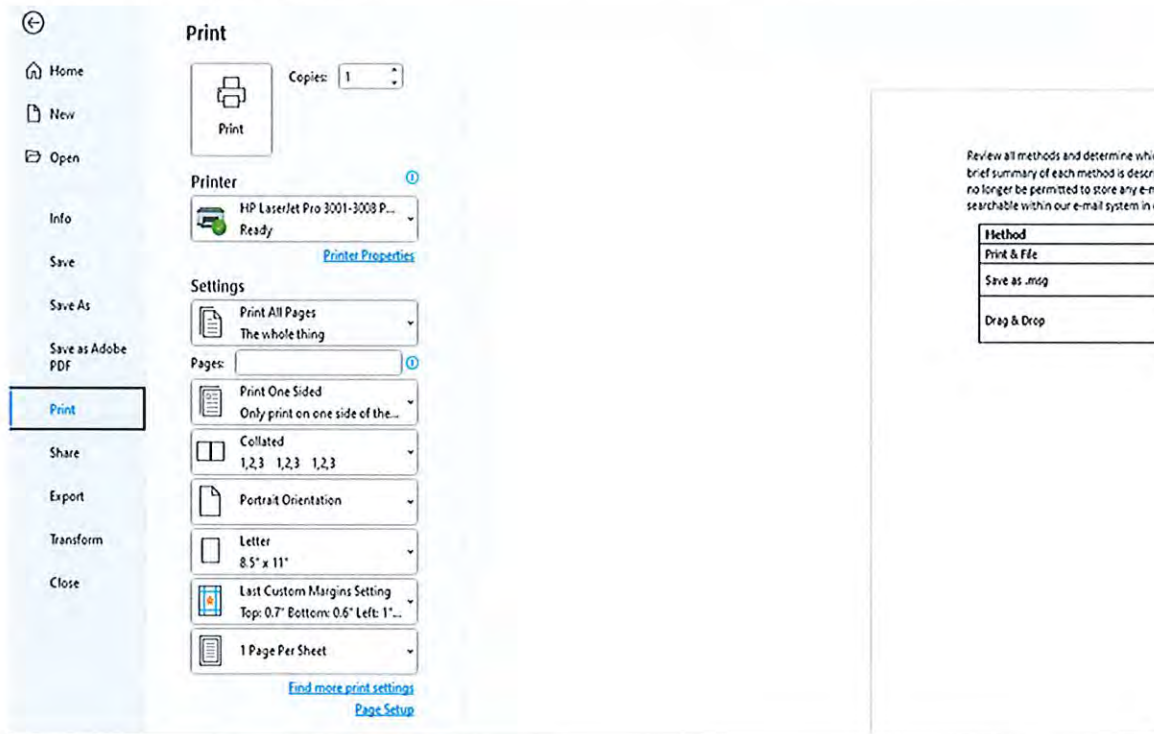
Method 1: Print & File

1. Open Outlook and display your e-mail.
2. Right-click on an e-mail from the list to display the "context" menu.
3. Select Quick Print from the menu.



4. The e-mail will be sent to your default printer.
5. File the hardcopy.
6. Delete the original e-mail from Outlook.

Note: You may also open the e-mail and then print it. However, right-clicking from the context list saves a couple of steps.

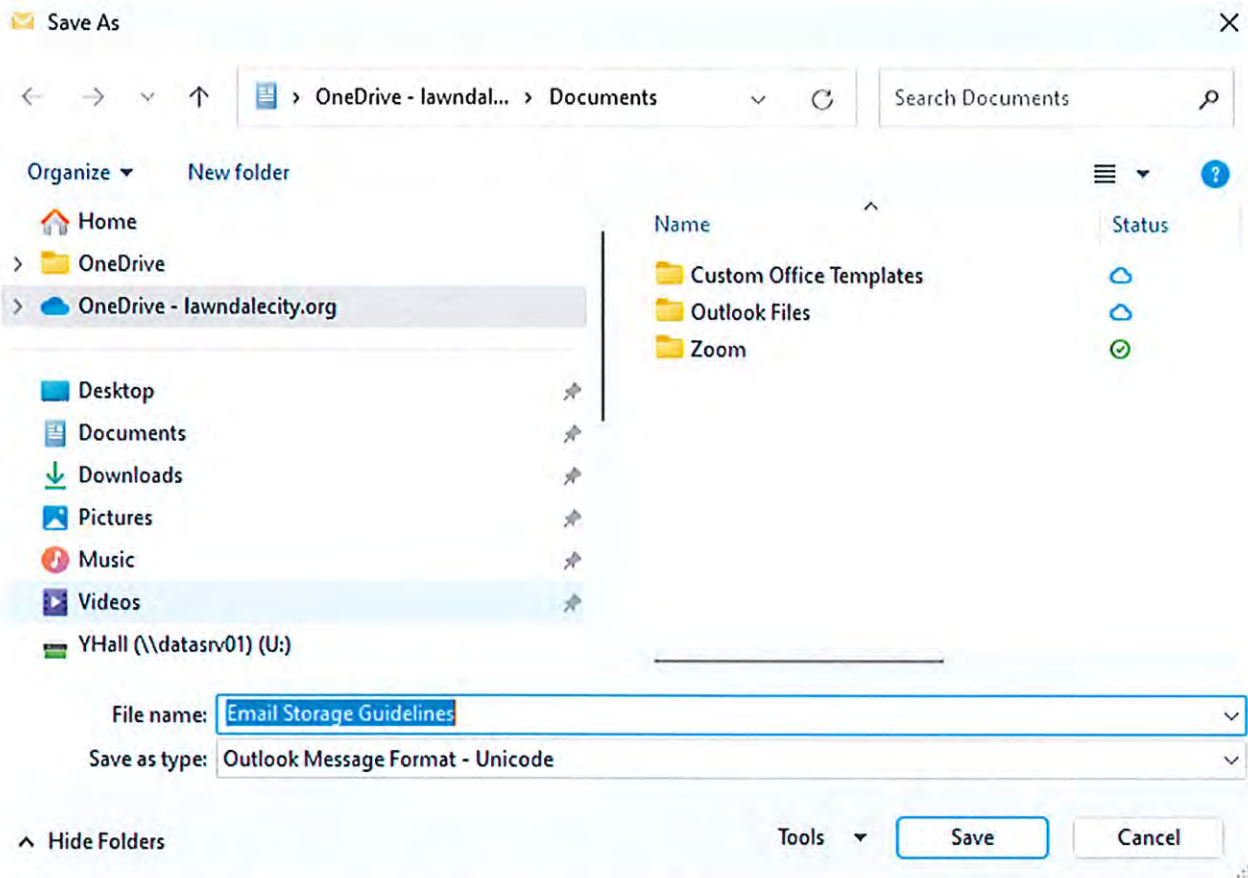


Method 2: "Save As" .msg file

This method saves the e-mail as an ".msg" file type that can later be opened in Outlook by double-clicking on it, or by drag-and-drop back into Outlook.

Procedure:

1. Open the e-mail.
2. Select "Save As" from the "File" menu. This opens the "Save As" dialog box,
 - a. OR, without opening the e-mail, highlight it and select "Save As" from the Outlook File menu.
3. Click on the down-arrow next to "Save in:" and navigate to the network location where you want to save the e-mail.



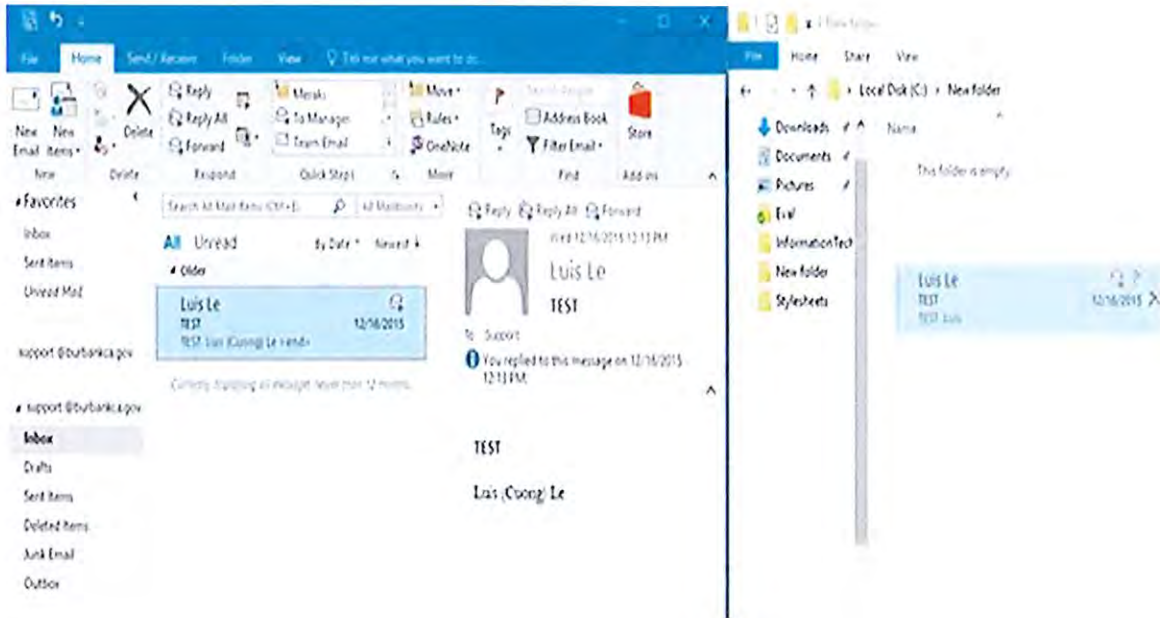
4. Save the e-mail. The default file name will be the subject line of the e-mail. Any attachments will be saved with the e-mail.

Method 3: Drag & Drop

This method works very well for batch movement of large amounts of stored e-mail messages that are in the same Outlook folder. They can be selected together and moved at the same time. They will automatically be renamed according to the subject of the e-mail (identical names get a (1), (2), etc., appended to them). It also keeps attachments with the e-mail file. Although this method is recommended for batch movement, it is not recommended for individual e-mails because new messages will overwrite older messages if they have the same subject line.

Procedure:

1. Open Outlook, and navigate to the e-mails you wish to move.
2. Open Windows Explorer (or My Computer) and navigate to the desired destination folder.
3. Arrange both applications so they are side-by-side with all e-mails in the desired folder selected, as shown.



4. Select all e-mails you wish to move, hold down the right mouse button, drag the e- mails across to the folder on the right, and release the mouse button.
5. When you release the mouse button, a menu will appear asking if you want to move here or copy here; generally select move here. All of the e-mails will be moved from Outlook to the open folder.
6. The files will be automatically saved as ".msg" files. All attachments will stay with the appropriate e-mail. The original e-mails will automatically be removed from Outlook because it is a move operation.
7. You CAN move files back by a similar drag & drop method; however, they will have your name and the current date, not the original date.

ATTACHMENT B

CITY COUNCIL POLICY

<u>SUBJECT:</u> Records and Information Management	<u>POLICY NO.:</u> 77-04	<u>DATE</u>
	<u>AUTHORITY:</u> a) Resolution CC-0402-010 b) Resolution CC-1506-019 c) Resolution No. CC-1703-010 d) Resolution No. CC-1711-054 e) Resolution No. CC-2007-040 f) Resolution No. CC- 2104-016 g) Resolution No. CC- 2110-041 h) Resolution No. CC- 2205-022 i) Resolution No. CC- 2303-013	<u>ADOPTED:</u> a) 2/17/04 b) 6/1/15 c) 3/6/17 d) 11/6/17 e) 7/20/20 f) 4/5/21 g) 10/4/21 h) 5/16/22 i) 3/20/23

PROGRAM PURPOSE:

1. To control the organization, maintenance, retention, preservation and disposition of the City's records in a uniform manner and in accordance with federal, state and local laws, ordinances, regulations or rules, contractual requirements and best business practices. The term "records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the City regardless of physical form or characteristics. The term "writing" includes handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation including letters, words, pictures, sounds or symbols, or any combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, optical storage devices and other documents.
2. To ensure the following:
 - a. That City records are available when needed, maintained in the appropriate place, and in possession of the appropriate department staff;
 - b. That permanent records are retained;
 - c. That historical records are retained; and
 - d. That non-essential, non-historical records are appropriately destroyed when the need for their existence has ended.

POLICY:

OBJECTIVES: The objectives of the policy are:

1. Preservation of records with long-term or permanent value;
2. Protection of records vital to the continuation of City operations in the event of a disaster;
3. Reduction or elimination of unnecessary, duplicate records and staff time;

4. Reduction of potential offsite storage cost and maintenance;
5. Orderly destruction of records no longer required for administrative/operational, legal, fiscal or historical purposes;
6. Orderly destruction of hardcopy/physical records after imaging and trustworthy records compliance; and
7. Documentation of records destroyed.

City records are authorized to be destroyed on an ongoing basis in accordance with the retention periods prescribed by the Records Retention Schedule (Exhibit "A"). . The Director of the Department responsible for records requested to be destroyed shall submit the records and a *Records Destruction Authorization Form* (Exhibit "B") to the City Clerk. The Records Destruction Authorization Form shall be approved by the Department Director, City Attorney and City Manager, and verified by the City Clerk Department.

The Director of the Department responsible for authorizing the substitution and subsequent destruction request of hardcopy/physical records after imaging and trustworthy records compliance and shall submit proof of records storage and an *Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance Form* (Exhibit "C") to the City Clerk.

The Records Retention Schedule, attached hereto as Exhibit "A", shall serve to govern the disposition of City records, as the schedule specifies the minimum length of time records shall be maintained either in Departmental files or the City's archives. When more than one legal citation applies to a particular record, the longest retention period shall apply. The City may require a longer retention period than that period established by law based on Departmental preference and/or best business practice.

Notwithstanding the provisions herein and in accordance with Government Code Section 34090, the City is not authorized to destroy any of the following records for any reason:

- Records affecting the title of real property or liens thereon
- Court records or records relating to legal proceedings
- Records required to be kept by statute
- Records less than two years old
- The minutes, ordinances or resolutions of the City Council of the City or of any city board or commission

PROCEDURES:

On a routine, ongoing basis, City staff shall review all records under their control which have been retained for the period of time required by the Records Retention Schedule. All records shall be categorized within one of the Records Retention Categories as set forth in Exhibit "A", attached hereto, which may be amended by resolution of the City Council. Such records shall also be assessed for the following:

Administrative/Operational Value - Records are administratively valuable when they assist the City in performing its primary functions, including current and future work.

Legal Value - Records with legal value are required to be retained by law and/or contain evidence of legally enforceable rights or obligations of the City.

Fiscal Value - Records with fiscal value contain information pertinent to the City's financial transactions, especially when they are required for audit and tax purposes.

Historical Value - Historical documents reflect significant events and trends over time.

Upon determining that specific records no longer retain any of the values described, above, and are obsolete, and non-essential, staff will identify the appropriate category of the record, verify the date of the record and request their destruction. An Authority to Destroy Records form, fully describing each record, must be submitted with the records to the City Clerk's Department.

Prior to the destruction of any records, the Department Director, City Manager and City Attorney must authorize such destruction by signing the Authority to Destroy Records form. It is imperative that signatories carefully review both the form and the records themselves to determine whether the records listed are involved in litigation or if there is an administrative and/or operational requirement, or an exemption, which may require an extension of the customary retention period.

All records identified as vital or permanent records shall be protected against theft or damage. Vital and permanent records in their original form shall be secured in an off-site controlled environment, as well as preserved digitally. Non-vital or Non-Permanent records necessary to the conduct of normal business can also be preserved and produced in whatever photographic, micrographic or electronic means determined by the Department Director to be most effective.

The City Council, City Attorney and City staff shall each be responsible for future records management policy development and procedural implementation, as follows:

City Council - The City Council shall approve, by resolution, all records and information management policies, retention schedules, any amendments thereto.

City Manager - The City Manager shall:

1. Periodically confirm that all departments comply with the records management policy;
2. Present to the City Council recommendations for policy amendments;
3. Review and approve/disapprove all Records Destruction Authorization Form; and
4. Perform the responsibilities of Department Director for Administrative Services (as listed below).

City Attorney - The City Attorney shall:

1. Review recommendations to the City Council regarding amendments to records management policies or document retention schedules;
2. Review and approve/disapprove all Records Destruction Authorization Forms before records may be destroyed; and
3. Notify the City Clerk's Department immediately of all document discovery requests or any other situations which may arise that would require the City to refrain from destroying records.

City Clerk - The City Clerk, or his/her designee, shall be responsible for the following:

1. In consultation with the City Attorney, present recommendations to the City Manager for amendments to records management policies or records retention schedules;
2. Create, maintain and distribute forms necessary to implement the records management program;
3. Review non-essential, obsolete records and Records Destruction Authorization Forms submitted by departments and verify that the documents proposed for destruction are those attached to the form; recommend approval/disapproval of Authorization forms and forward to the City Manager and City Attorney;
4. Supervise the destruction of records, ensuring that confidential records are destroyed by shredding;
5. Certify the destruction of records and maintain a permanent file of Records Destruction Authorization Form and Certificates of Records Destruction (if applicable to confidential records); and
6. Perform the responsibilities of Department Director listed below.

Department Director - The designated director/lead of each City department shall:

1. Create and maintain reliable and accurate filing systems to ensure the efficient maintenance, retrieval and disposition of records under their control;
2. Institute systems and procedures to protect vital records and ensure their availability in the event of a disaster;
3. On an ongoing basis, identify non-essential, obsolete records and forward such records to the City Clerk's Department to be considered for destruction;
4. Submit to the City Clerk's Department a complete Records Destruction Authorization Form when seeking to destroy records and the records proposed for destruction;
5. Ensure that no City records are destroyed prior to the expiration of their required retention period;
6. Forward to the City Clerk's Department for retention all records which have historical value; and
7. Submit requests to the City Clerk's Department for records management policy or retention schedule amendments.

The records of the City as set forth in the approved departmental Records Retention Schedules are authorized to be destroyed and said destruction shall be witnessed by City Clerk Department Staff.



CITY OF LAWNDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

April 3, 2023

TO: Honorable Mayor and City Council

FROM: Robert Pullen-Miles, Mayor

PREPARED BY: Sean M. Moore, City Manager
Diane Parsley, Executive Assistant *[Signature]*

SUBJECT: **Explore the Idea of the City Constructing and Owning its own Digital Billboards**

BACKGROUND

Mayor Robert Pullen-Miles has requested the City Council explore the idea of the City constructing and owning its own digital billboards with the potential to lease or partner with an entity that would design, build and construct the billboards on City property.

Such a partnership has the potential to develop a new stream of revenue for the City. If developing such a partnership, the City may want to consider increasing its ownership of the proposed billboards over the course of time so that eventually the City will have 100% ownership.

STAFF REVIEW

Staff has located a billboard project in the City of Inglewood as an example of a partnership. Attached is an unexecuted copy of a Billboard Lease and Development Agreement between the City of Inglewood and WOW Media, Inc. dated May 12, 2020.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the consideration of discussing a Billboard Signage Program in the City of Lawndale is not subject to CEQA review because it can be seen with certainty that there is no possibility that the discussion may have a significant effect on the environment as this matter is an administrative action, at this time.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council consider the request from Mayor Pullen-Miles and provide further direction to staff.

ATTACHMENT

- A. Billboard Lease and Development Agreement between the City of Inglewood and WOW Media, Inc. dated May 12, 2020 (unexecuted copy)

Attachment A

BILLBOARD LEASE AND DEVELOPMENT AGREEMENT

This Billboard Lease and Development Agreement (hereinafter, "Lease" or "Lease and Agreement") is made, entered and dated as of May 12, 2020 (the "Effective Date"), between City of Inglewood, a California municipal corporation and charter city (the "Lessor") and WOW Media, Inc., a California corporation ("Lessee").

RECITALS

WHEREAS, the parties hereto have been negotiating in order to capitalize upon a mutually beneficial business opportunities and, in the process, have identified two (2) locations where the parties desire that Lessee should be permitted to develop, construct, operate and maintain two (2) billboard displays, each with two (2) faces (collectively, the "New Billboards").

WHEREAS, specific locations have been agreed to for the New Billboards as set forth below.

WHEREAS, the parties have agreed and desire to enter into this Lease and Agreement for the purpose of granting Lessee a leasehold interest to develop, construct, operate and maintain the New Billboards.

WHEREAS, the parties intend that the New Billboards shall be erected at the two locations specifically set forth in attached Exhibits A-1 and A-2, both being in the vicinity of the intersection of West Century Blvd. and South Prairie Avenue.

1. Certain Definitions.

a. As used herein, the term "Applicable Requirements" shall mean the City's laws, rules and regulations applicable to the uses and other activities contemplated herein.

b. As used herein, the term "Billboard" shall mean and include all manner of display, signage and other advertising assets of any size and character, whether static, multi-faceted, electronically (analog, digital or otherwise) enabled or presented, or otherwise configured or enabled, together with all light fixtures, transformers, connecting devices, ladders and other equipment used in connection with, or appurtenant to such displays, signage and other advertising assets, except for displays, signage and other advertising assets placed on bus benches and bus shelters located within the City of Inglewood. This definition expressly contemplates the fact that new technology likely is to result in new display and presentation mechanisms, and expressly incorporates all such technology and display and presentation mechanisms.

c. As used herein, the term "City" shall mean Lessor.

d. As used herein, the term "Face" means and includes each portion of a Billboard that, in the aggregate, constitutes one individual, entire display.

e. As used herein, the term "Party" shall mean Lessor and Lessee separately and individually.

f. As used herein, the term "Parties" shall collectively mean Lessor and Lessee

g. As used herein, the term "Premises" means and includes Lessor-owned parcels of real property ("City Property") and any third Party-owned parcels of real property ("Private Property") on which a New Billboard may be constructed and operated by Lessee pursuant to the terms and conditions of this Lease, including but not limited to the following:

i. Initial Locations. The Premises shall be the "Locations" (individually, "Location") shown collectively in Exhibit A, and individually on Exhibits A-1 through A-2 and which are generally described as:

1. Location 1: Intersection of Century Blvd. and Prairie Avenue as detailed in Exhibit A-1.
2. Location 2: Intersection of Century Blvd. and Prairie Avenue as detailed in Exhibit A-2.

ii. Exclusivity. Lessee shall have exclusivity as to, and Lessor shall not permit or otherwise authorize or allow (whether on City Property or Private Property) any non-Lessee Billboards pursuant to Chapter 12, Article 23, Section 12-80.I of the Inglewood Municipal Code within a 1000-foot radius of each Premises (the "Exclusive Radius Area"); provided however and notwithstanding anything contained herein to the contrary, the Exclusive Radius Area shall not apply to any professional sports franchise or related entity seeking to develop, construct, operate and maintain Billboards or cause the development, construction, operation and maintenance of Billboards on its behalf or any existing billboard owner currently operating a billboard within the Exclusive Radius Area (the "Radius Exemption"). The parties, and each of them, acknowledge that the primary and mutual value of the Billboard Faces entitled by this Lease is achieved and maximized by having said Faces fully and maximally visible in high volume areas. In this regard and to protect Lessee's investment in the installation and operation of the Billboards, City has agreed to the above Exclusive Radius Area subject to the Radius Exemption.

iii. Future Locations. Lessee shall have a non-exclusive right to negotiate with Lessor to erect additional Billboards on Lessor rights-of-way and other Lessor-owned property as Lessee may present to Lessor and Lessor may agree (in its sole discretion) subject to the Applicable Requirements. To the extent that Lessor and Lessee agree to the inclusion of additional Billboard locations, such locations may be added by amendment to this Lease and included as Premises hereunder or by an entirely new and separate written agreement, except that, if at the time of any such amendment or new agreement, Lessor's Municipal Code is less restrictive than the Sign Overlay Zone or Sign Regulations in effect on the effective date of the new written agreement, Lessee may elect to have all Premises governed by such future regulations. Lessor may, through the offices of its City Manager and providing all applicable internal approvals, agree with Lessee to expand this Lease to include future locations not inconsistent with the spirit of the transaction set forth herein.

iv. Private Property Locations. In lieu of using City Property at or near the same location, Lessee may negotiate with owners of Private Property ("Private Owners") to secure Billboard locations in the City. On the condition that Lessee

complies with the Applicable Requirements and obtains all of the necessary written approvals and/or consents of the Private Owners, Lessor shall support, approve and permit signage for display of off-site as well as on-site advertising at all such Private Property locations; in such event, the monthly rent payable for each such location (for purposes of calculating "Percentage Rent" only as described below) shall be a deductible cost in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) per Billboard location per month and shall not be included in the calculation of the twenty percent (20%) aggregate amount of gross revenue generated and comprising Actual Costs (as described below). In no event shall the "Minimum Monthly Rent" be affected or reduced by the rent paid by Lessee to Private Owners for Billboards secured on Private Property locations.

v. Improvements. All improvements constructed on the City Property of the Premises shall become and at all times remain the property of Lessor. Lessor acknowledges and agrees that Lessee shall have the right to phase its construction of improvements on the Premises, and that the construction schedule shall be established in the sole discretion of Lessee.

a. Development Period. The parties anticipate that the development of the New Billboards will occur over a period of not more than twenty-four (24) months following the Effective Date.

2. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth herein.

a. Term and Termination.

i. Term and Options. The initial term of the Lease shall commence on the Effective Date and end on the twentieth (20th) anniversary date of the first Rent Commencement Date (as defined below). Lessee shall have four (4) options to extend the term of this Lease (each, an "Option"), and each Option shall provide Lessee the ability to extend the term of this Lease for an additional five (5) years (each, an "Option Period"); each Option Period such extended Option period shall be on the same terms and conditions of the initial term of this Lease. Each Option shall be deemed to be exercised by Lessee unless, at least three (3) months and no more than six (6) months prior to the expiration of the then existing term of the Lease, Lessee provides to Lessor written notice of its intent not to exercise its Option, in which case the Lease shall terminate at the conclusion of the then existing Lease term or Option Period, as applicable.

ii. Termination of Use/Removal. Lessor's sole remedy under the Lease shall be the right to terminate Lessee's use of any Billboard on the Premises and/or to require removal of any Billboards on City Property pursuant to paragraph 2.k.vi below in the event that Lessee breaches any material obligation of the Lease (which shall include but not be limited to a violation of the Applicable Requirements) provided such breach is not cured within thirty (30) days following written notice to cure delivered to Lessee by Lessor. The 30-day cure period shall be extended if: (a) within such period, Lessee commences to cure and pursues the completion of such cure with reasonable

diligence, (b) a force majeure event occurs, or (c) Lessee obtains written consent of Lessor, which written consent shall not be unreasonably withheld or conditioned.

iii. Early Termination. Lessor recognizes that a substantial financial investment will be made by Lessee in the development, installation, construction, operation and maintenance of the New Billboards at each of the Premises locations. Consequently, Lessor agrees that Lessor's early termination rights shall be limited solely to a Face-by-Face basis for material breaches of the Lease applicable only to that (those) specific Face(s), for which material breaches are not cured within the requisite thirty (30) day period following Lessor prior written notice to cure. Notwithstanding the foregoing, the cure period shall be extended if: (a) Lessee commences to cure and pursues to completion such cure with reasonable diligence, (b) a force majeure event occurs, or (c) Lessee obtains written consent of Lessor, which consent shall not be unreasonably withheld or conditioned. In the event of a Lessor early termination of the Lease resulting from an uncured material breach of the Lease by Lessee with respect to any Face(s), the Lease may only be terminated by Lessor as to the applicable Face(s) on a Billboard, as to which there is an uncured material breach. Following any such termination, Lessee shall have no further liability of any type or nature to Lessor as to any such terminated Face, Billboard or Premises location associated therewith. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

b. Rent and Other Consideration. The amounts payable pursuant to this section of the Lease shall constitute the total consideration of any and every type or nature whatsoever to be paid by Lessee to Lessor as and for the use of the leased Premises.

i. One-Time Signing Bonus. Upon a Face becoming fully permitted and Operational (as defined below), Lessee shall pay Lessor a non-refundable one-time signing bonus for each Billboard, as shown in the chart below.

ii. Minimum Monthly Rent. Commencing on the Rent Commencement Date and continuing on the first day of each month thereafter, Lessee shall make minimum monthly payments of rent (the "Minimum Monthly Rent") to Lessor in advance on a per Face basis in the amount set forth in the chart below.

Location #	Billboard Locations	#of Faces	Gross Media Payment	One-Time Bonus (Per Face)	Minimum Monthly Rent (Per Face)	Minimum Annual Guaranty (MAG) (Per Billboard)
1	Prairie Ave. South within approximately 600 feet of intersection with W. Century Blvd.	2	50%	\$100,000	\$10,000	\$240,000
2	West on Century Blvd. within	2	50%	\$100,000	\$10,000	\$240,000

	approximately 800 feet of intersection with Prairie avenue					
	Total	4	50%	\$200,000	\$20,000	\$480,000

iii. Percentage Rent. Commencing after a total of 25 months (as calculated below) have elapsed following the Rent Commencement Date, Lessee shall pay Lessor Percentage Rent (as described below). To the extent, if any, fifty percent (50%) of Lessee's Gross Revenue (as defined below) for any individual Face exceeds the annualized Minimum Monthly Rent previously paid or payable for that Face during the applicable calendar year (the "Percentage Rent"), Lessee shall pay annually in the following manner: Lessee shall submit to Lessor a calculation of the Percentage Rent due along with payment of the Percentage Rent no later than 45 days following the end of each applicable calendar year. Within thirty (30) days following Lessor's receipt of such documentation, Lessor may request and pursuant to such request shall have the right to audit any and all annual records of Lessee's Gross Revenue applicable to all or any of the Faces constructed and operated on the Premises pursuant to the Lease. Regardless of when the Rent Commencement Date occurs and notwithstanding anything contained herein, Lessee shall calculate and pay (as provided above) Percentage Rent for the month of and the month directly proceeding the 2022 NFL Super Bowl and the 2023 NCAA college football championship game (each singularly, referred to herein as "Special Event"). Percentage Rent for each Special Event shall be due and payable to the Lessor within one hundred and fifty (150) days following the date of the Special Event.

1. As used herein, "Lessee's Gross Revenue" shall mean and include the gross amount collected by Lessee for the sale of advertising for an individual Face during the calendar year less only those actual fees and costs (the "Actual Costs") paid to Unaffiliated Third Parties (as defined herein); provided Actual Costs shall not exceed twenty percent (20%) of the aggregate of the gross revenue generated by Lessee for the sale, of advertising for all Faces subject to this Lease during the calendar year. As used herein "Unaffiliated Third Parties" are entities and/or individuals unaffiliated with Lessee such that Lessee has no interest (direct or indirect) in the Unaffiliated Third Parties or receives any revenue from the payments made to any such Unaffiliated Third Parties.

iv. Rent Commencement Date. The Minimum Monthly Rent payable by Lessee to Lessor shall commence and become fully due and payable within ninety (90) days after its associated Billboard (and each and every Face thereof) is constructed, permitted and fully Operational on its Premise location ("Rent Commencement Date") and shall continue to be paid monthly and annually, respectively and as applicable, throughout the term of this Lease. As used herein, the term "Operational" shall mean that the Billboard (and each and every Face thereof) is capable, legally and functionally, of displaying on-site and off-site advertising in full compliance with the Applicable Requirements. If Lessee is unable to obtain all necessary permits for the construction and operation of any Billboard or any of its Faces within one (1) year from the date Lessee is scheduled to construct such Billboard(s), Lessee shall have the

right, as to any such Billboard(s) and any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above, leaving it with no further liability to Lessor as to any such terminated Billboard(s) or Faces. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease. Due to construction and permitting schedules, each of the four (4) Faces may have a separate Rent Commencement Date. Lessee shall notify Lessor in writing of the Rent Commencement Date for each Face after its associated Billboard becomes Operational.

c. Revenue Challenges. Should gross revenues from any one of the Faces be less than the Minimum Monthly Rent for that Face for any twelve (12) consecutive month period, Lessee and Lessor will negotiate in good faith for a reduction in the Minimum Monthly Rent. If the Parties cannot agree on a new Minimum Monthly Rent for any such Faces, Lessee shall have the right, as to any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above, leaving it with no further liability to Lessor as to any such terminated and/or removed Faces. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

d. Construction Easement. From and after the Effective Date and with respect to each Premises location and at no additional cost or expense to Lessee of any type or nature whatsoever, Lessor hereby grants and conveys to Lessee an easement on, under, over and around each Premises location and all such surrounding City Property as is reasonably required for the development, installation, construction, operation, security and maintenance of the Billboards and Faces at each of the premises locations (the "Easement Properties"), including but not limited to ingress and egress related thereto. Lessee shall be fully responsible for any and all damage and injuries resulting from Lessee's use of the Easement Properties pursuant to the construction easement and shall fully indemnify Lessor with respect to the use of the Easement properties as provided in paragraph 2.j.i, below.

e. Display Prohibition. Should Lessee be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the Billboards or any Faces at any or all of the locations, Lessee shall have the right, as to any such Billboards and any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above leaving it with no further liability to Lessor as to any such terminated Billboards or Faces. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

f. Lessor Billboard Use. As further consideration for the Lease, Lessee shall make available to Lessor up to ten percent (10%) of the total advertising time on each Face for public service announcements ("PSAs") such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging. Lessor shall derive no revenue of any type or nature from its use of a Face as provided herein and all revenue offered or available to Lessor for PSAs shall be secured and delivered upon receipt to Lessee.

g. Lessee Billboard Use.

i. Permitted Uses. Subject to the Applicable Requirements, the Premises may be used for the installation, operation, maintenance, repair, and replacement of, and security for, Billboards to display outdoor advertising (whether on-premises or off-premises) and for no other uses, together with the right of ingress and egress to the Premises by Lessee designated representatives. Lessee shall also have the right to license or rent the use of the Billboards, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full compliance with the Applicable Requirements. In furtherance thereof, Lessor hereby grants to Lessee the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.

ii. Prohibited Uses. The Billboards shall not contain obscene material. Except as expressly prohibited, all other advertising content shall be permissible.

iii. Unobstructed View. Lessor shall not allow any new structure, or any tree or vegetation on City Property to obstruct the view of any Billboards or Faces.

iv. Local Advertising. In order to provide greater advertising access to a broader spectrum of Lessor's constituency, Lessor authorizes Lessee to provide a discount of at least seventy-five percent (75%) on advertising fees to any local business qualifying as a "Small Business," as defined in this Amendment. For purposes of this Amendment, "Small Business" shall mean any local business with average annual gross receipts of less than one million dollars (\$1,000,000.00) earned during the prior three years of operation, or if the prior years of operations was less than three years, then the average gross receipts shall not exceed five hundred thousand dollars (\$500,000) for each year of operation. Lessor authorizes Lessee to exercise its own independent discretion to require that any and all advertising content of any such Small Business meets the high aesthetic standards of Lessee's advertising content on the Faces. In the event Lessee wishes to contract with a Small Business but that Small Business has not provided advertising content satisfying the high aesthetic standards of Lessee, Lessee shall take reasonable measures to refer the Small Business to a creative advertising agency(ies) in order to upgrade the advertising content. The cost of all such services provided to the Small Business by any such creative advertising agency shall be at the expense of the Small Business.

h. Installation, Operation and Maintenance of Billboards. Lessee will construct, install, operate and maintain the Billboards at its sole cost and expense. The initial installation shall be in accordance with the depictions set forth in Exhibit B-1 through B-4 hereto.

i. Plans and Specifications. Lessee shall submit plans and specifications (the "Plans") to Lessor for review and approval. Such plans shall take into account the potential approval of the proposed IBEC project by the City Council by including a height clearance requirement of not less than forty feet (40') nor greater than forty-five feet (45') for the New Billboards to avoid interference with the proposed IBEC

project. The Parties acknowledge and agree that the imposition of the height clearance requirement for the New Billboards is based solely on the potential approval of the proposed IBEC project by the City Council and but for such potential approval, no such height clearance requirement would be imposed on the New Billboards. Lessor approval of the plans and specifications shall not be unreasonably withheld or conditioned. In the event that Lessor fails to communicate in writing its approval or disapproval to Lessee within thirty (30) days of submission, Lessee shall provide written notice to the Lessor of such failure. In the event no such approval or disapproval is communicated in writing to Lessee within thirty (30) days following such notice, the submitted Plans shall be deemed approved by Lessor.

ii. Approved Plans. Lessee shall construct, install and maintain the Billboards pursuant to the approved plans.

iii. Permits. Lessee shall obtain all permits required to install the Billboards, including, without limitation, Lessor permits. To the extent that any Billboards or Faces in the Lease or in subsequent written agreements for additional Billboards are subject to the Outdoor Advertising Act (California Business and Professions Code Sections 5200 et. seq.), the Parties shall work together and each exercise their best efforts to obtain all required approvals from California Department of Transportation ("Caltrans") including, without limitation, the decertification of some or all of the freeways within Lessor boundaries pertinent to this Lease. All fees paid by Lessee to Lessor associated with permitting for Billboard construction/erection and operation, including without limitation fees paid prior to the effective date of this Lease, may be deducted against Lessee's Gross Revenue for the applicable calendar year as an Actual Expense. Lessee shall only be authorized to make such deductions following submittal and approval by Lessor of a written statement certified by Lessee to be a true and accurate accounting of each dollar actually paid by Lessee to Lessor for such fees. Authorized deductions for fees paid pursuant to this Section may be deductible against Lessee's Gross Revenue for the applicable year as an Actual Expense until such time as the total amount of the fees payable by Lessee have been exhausted.

iv. Good Repair. Lessee will keep the Billboards in good repair and to promptly remove graffiti on any Billboard within seventy-two (72) hours of becoming aware of the placement of such graffiti thereon.

v. Removal. Unless otherwise requested by Lessor, Lessee shall not remove the improvements on City Property upon a Lessor early termination of the Lease or upon expiration of the Lease term and any option periods, and all such improvements on City Property shall be and remain the property of Lessor. Moreover, following any such termination or expiration of the Lease where Lessor does request the removal of the improvements, Lessor shall be authorized to use all such improvements in any manner, in its sole discretion, including but not limited to, the rental and/or use of the improvements by any other Billboard company. In the event Lessor requests removal of the improvements on City Property following a Lessor early termination of the Lease or upon expiration of the Lease term and any

option periods, all removal costs shall be the sole responsibility and cost of Lessor. However, in the event Lessor requests removal as the result of an uncured material default of the Lease by Lessee, all removal costs shall be the sole responsibility and cost of Lessee.

vi. Alterations. Lessee shall have the right to alter the Billboards over the term of the Lease subject to Lessor written approval, which approval shall not be unreasonably withheld or conditioned.

i. Intentionally Omitted.

j. Insurance. Lessee shall maintain:

i. General Liability Insurance. \$5,000,000 per occurrence and \$5,000,000 annual aggregate; fire legal-liability requirement of \$5,000,000.

ii. Fire-Casualty Insurance. Full replacement value of the Billboard(s).

iii. Construction. Full insurable value for all construction material delivered to the premises for vandalism and malicious mischief.

iv. Auto Liability Insurance. \$2,000,000 per occurrence; \$2,000,000

v. Workers Compensation. As required by Law.

vi. Performance Bond. For construction of each Billboard.

vii. Replacement Insurance. Full replacement value of all the improvements (including Billboard structures) constructed, installed, operated and maintained on the Premises.

viii. Earthquake Insurance. As requested by Lessor, if commercially reasonable and available.

k. Indemnity. Lessee shall defend, indemnify and hold harmless Lessor, its members, representatives, agents, consultants and employees (collectively, "Indemnitees") from all claims, liens, liability and damages (collectively, "Liability") resulting from third parties claims relating to Lessee's construction, use, operation and maintenance of the Premises and/or the Easement Properties for which the construction easement is granted pursuant to paragraph 2.d., above, except to the extent that such Liability is the result of: (i) the Parties entering into this Lease permitting or otherwise approving the Billboard use of the Premises and/or the Easement Properties by Lessee; or (ii) indemnitees willful acts or omissions.

l. Damage or Destruction. If damage or destruction to a Face or Billboard costing Fifty Thousand (\$50,000) or more to repair occurs more than five (5) years prior to the end of the initial Lease term (or any option period) and Lessee otherwise has no right to terminate the Lease (in full or in part) or to remove a Face or Billboard from the Lease, Lessee shall repair all damage or destruction to a Face or Billboard. If such damage or destruction occurs within five (5) years prior to the end of the initial Lease term (or any option period), the remaining

initial Lease term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or Billboard is placed back into service to allow Lessee to amortize the full cost of such repairs over the remaining term of the Lease (or any option period). To the extent that Lessee elects not to repair or replace one or more Faces or Billboards, Lessee shall have the right, as to any such Billboards and any such Faces, to declare the Lease as having been early terminated by Lessor, leaving it with no further liability to Lessor as to any such terminated Billboards or Faces. In such event, the Lease shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Rent to reflect the terms and conditions applicable to the remaining Billboards or Faces not terminated and/or removed from the Lease. To the extent that damage is caused by an event for which Lessee is not required to insure and has not insured, Lessee shall not be required to, but may at its sole discretion, repair damage to a Face or Billboard; in such event, the remaining initial Lease term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or Billboard is placed back into service to allow Lessee to amortize the full cost of such repairs over the remaining term of the Lease (or any option period).

m. Assignment. Lessee shall have the right to assign its interest in the Lease without the consent of Lessor; provided however, any such assignee specifically assumes in advance and in writing Lessee's obligations under the Lease and such assignee is comparably qualified and financially suitable as Lessee to operate and maintain the Billboards in accordance with the requirements of the Lease(s). Lessor shall make and enter into such documents as may be necessary for such an assignment so long as there is no increase in liability to Lessor, nor decreases in consideration payable to Lessor, resulting from such assignment. Lessor will agree to normal and customary financing and mortgagee protection provisions to the extent reasonably requested, and Lessor's agreement shall not be unreasonably withheld or conditioned.

3. Miscellaneous.

i. Holdover. Should Lessee holdover beyond the term of this Lease (as the same may be extended), this Lease with respect to any holder for all or any portion of the Premises, shall constitute a tenancy from year-to-year and shall continue in effect in accordance with all of the same terms and conditions until terminated by Lessor on written notice to Lessee given no less than ninety (90) days prior to the end of any such holdover period.

ii. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions and intent of this Lease.

iii. Authority. Each person signing this Lease or any related documents warrants and represents that, to the extent she is executing this Lease for, and on behalf of, a municipality, corporation, limited liability company, company, partnership, association, entity or affiliate thereof, she has been fully empowered and properly authorized to execute this Lease for, and on behalf of, said entity, and is instructed by those having the requisite authority to cause said entity to make and enter into this Lease. Each entity signing this Lease warrants and represents that, to the extent it is

executing this Lease for, and on behalf of, any other entity or Affiliate, it has been fully empowered and properly authorized to execute this Lease for, and on behalf of, said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Lease.

iv. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principals. In the event of litigation between the Parties, venue in state trial court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

v. Successors. This Lease and all of its terms, conditions and provisions shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors, and assigns.

vi. Merger and Integration. This Lease and its exhibits (if any) contain the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersede any and all prior or contemporaneous agreements and discussions, whether written or oral. Thus, any and all prior and/or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related to the subject matter of such agreements are merged herein and therein.

vii. Construction. Each of the Parties agrees that no Party to this Lease shall be deemed to be the author of this Lease or any term, provision or condition hereof, that any and all ambiguities shall be resolved and the terms, provisions and conditions of this Lease shall be construed and interpreted without regard to which Party may have suggested, drafted, revised or otherwise authored this Lease or any of its particular terms, provisions or conditions, and that this Lease shall be construed and interpreted as if drafted mutually by all of the Parties.

viii. Attorneys' Fees. Each Party shall bear responsibility for its own attorneys' fees and costs incurred in connection with the negotiation, drafting and implementation of this Lease. Notwithstanding the foregoing, a prevailing Party in any action or other proceeding to enforce, interpret or otherwise address the rights and obligations contained in this Lease shall be entitled to recover its reasonably incurred attorneys' fees and reasonably incurred costs (regardless of whether such fees or costs otherwise would be recoverable by statute or other rule) as well as reasonable fees and costs incurred for consultants and experts.

ix. Modification. This Lease may not be changed, altered or modified except in writing signed by duly authorized representatives of all Parties.

x. Third Party Beneficiaries. The Parties agree that there are no third-party beneficiaries to this Lease.

xi. References. Whenever the language of the Lease uses any form of pronoun, it shall be deemed to include the masculine, feminine and neuter whenever appropriate, and vice versa. Likewise, whenever the language of the Lease uses the singular of any pronoun, it shall be deemed to include the plural whenever appropriate, and vice versa.

xii. Headings. The titles and headings of the various sections of the Lease are intended solely for convenience of reference and shall not be construed as an explanation, modification, or intended construction of any terms or provisions of the Lease.

xiii. Counterparts and Effective Date. This Lease may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth in the first paragraph hereof. In the interest of expediting the execution and delivery of this Lease, a facsimile signature shall be deemed to be and may be relied upon as an original, and telecopy or email transmission of an executed counterpart of this Lease shall be deemed to be delivery of an original, executed counterpart.

xiv. Arbitration. Intentionally Omitted.

xv. Utilities. Lessee shall have the right to sufficient utilities and ventilation to support its intended use of the Premises. Lessor shall reimburse Lessee all utility connection fees, traffic impact fees and any other impact and extraordinary fees that are associated with the construction of Billboards or use of the Premises (collectively, the "Utility Connection Fees") up to an amount of One Thousand Dollars (\$1,000) per Billboard structure based upon Lessee's submission of written evidence substantiating the Utility Connection Fee. From and after the Effective Date and as to each Billboard, Lessee shall pay directly to the applicable utility provider the utility charges for all utilities used by Lessee during the Term. Except for the Utility Connection Fee, Lessor shall have no additional utility payment obligation. Lessor acknowledges that Lessee has the right to contract with and use its own energy service providers.

xvi. Compliance with Law. Lessee shall comply with all laws, rules and regulations (including but not limited to all Applicable Regulations) governing its performance hereunder, and to obtain any and all licenses and permits required therefor.

xvii. Financing. Lessee shall have the right at any time to utilize the Lease and its rights thereunder as security for any financing in its sole and exclusive discretion, and Lessor shall cooperate therewith and make and execute such consents and approvals as are reasonably requested in connection therewith, which consents, and approvals shall not be unreasonably withheld or conditioned.

xviii. Taxes. Lessor shall be responsible to pay all taxes of any and every type and nature associated with the Premises, except that Lessee shall be responsible

solely to pay all leasehold taxes and all personal property taxes attributable to this Lease and/or associated with the Billboards constructed and located on the Premises.

xix. Condemnation of Premises. If any Premises location is taken by a government entity exercising the power of eminent domain, or sold to a government entity by Lessor under the exercise of said power (the formal judicial order that permits the taking is herein referred to as "condemnation"), then, in the discretion of Lessee, either (a) this Lease shall terminate as to the Premises location so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "Condemnation Date"), or (b) Lessor shall have the right but not the obligation to relocate that Premises location to a comparable location acceptable to Lessee. If in Lessee's reasonable business judgment, the remaining Premises locations are no longer reasonably suitable for Lessee's operations, Lessee may terminate this Lease. If all Premises locations are condemned, then this Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemning authority's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party. If this Lease is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Rent and all other charges payable hereunder shall be reduced in order to reflect the number of the remaining Faces, and (b) Lessor uses the condemnation award to provide a new Premises location as soon as reasonably possible of the same quality, character and utility for Lessee's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if relocation of the affected Premises location is not commenced within thirty (30) days of Lessor's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date (the "Scheduled Completion Date"), then Lessee may terminate this Lease at any time following the Scheduled Completion Date. Lessor and Lessee may each pursue any condemnation award to which it is entitled by applicable law. Lessee shall recover from the condemning authority or from Lessor (if Lessee can show that such amount was included in Lessor's award) that portion of any net award or payment attributable to Billboards located on the Premises, including without limitation, the amortized value of improvements installed in the Premises by Lessee at Lessee's expense based on straight-line depreciation over the remaining without regard to the condemnation. For the purposes hereof, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

xx. Ownership of City Property. Lessor represents and warrants to the best of its knowledge to Lessee that, as of the Effective Date of this Lease, Lessor is the owner of the City Property.

xxi. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

xxii. Quiet Enjoyment. Lessor represents and warrants to Lessee that, as of the Effective Date of this Lease, Lessee shall have the quiet enjoyment of the City Property subject to this Lease throughout the term of this Lease. Without limiting any rights Lessee may have by statute or common law, so long as this Lease is in full force

and effect, Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Lessor or by any person claiming through or under Lessor.

xxiii. Parties' Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Lessor and Lessee other than the relationship of landlord and tenant. Lessor and Lessee expressly agree that neither the method of computing of rent nor any act of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

xxiv. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay.

xxv. Brokers. Lessor and Lessee each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. In no event may this Lease be construed to create any express or implied obligation on the part of Lessee to perform this Lease on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third-party beneficiary. Lessor and Lessee each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

xxvi. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease.

To Lessor:

City of Inglewood
One Manchester Boulevard

To Lessee:

Scott Krantz
WOW Media, Inc.

Ninth Floor
Inglewood, CA 90312
Attention: City Manager

3434 Overland Avenue
Los Angeles, CA 90064

With a copy to:

With a copy to:

Kenneth R. Campos
City Attorney
One Manchester Boulevard
Inglewood, CA 90301

Anthony A. DiMonte
CLARK HILL PLC
1055 W. 7th Street, Suite 2400
Los Angeles, CA 90017

Royce K. Jones
Kane Ballmer & Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071

Notices, demands, or declarations given under this Lease will be deemed to have been given when received as reflected on the return receipt, or when receipt is refused. A Party's address for notice may be changed at any time by notice given in accordance with the above.

4. Other Issues.

a. CEQA. In accordance with the California Environmental Quality Act ("CEQA") and the guidelines contained in California Code of Regulations, Title 14, Chapter 3, ("CEQA Guidelines") as adopted by Lessor, Lessor, to the extent available, has fully analyzed the impact of the proposed Lease and has prepared an Initial Study and Mitigated Negative Declaration pursuant to CEQA Guidelines, Section 15063 (the "MND"); pursuant to which, the total cost of \$40,260 shall be reimbursed to Lessor by Lessee concurrently with the approval of this Lease by the City. This CEQA determination reflects and is based upon Lessor's independent judgment. Lessor retains the absolute sole discretion to modify the transaction, create and enter into such transactional documents, and modify the proposed Lease as may, in its sole discretion, be necessary to comply with CEQA, provided that any modifications not acceptable to Lessee shall result, at Lessee's option, in the termination of this Lease at no cost to Lessee.

b. Exclusivity. Lessor shall cease all marketing efforts relating to the Premises and the Exclusivity Radius Area subject to the Radius Exemption and subject to the applicable provisions of the Inglewood Municipal Code (as noted above); Lessor shall also not solicit or accept any offers concerning outdoor advertising in relation to the Exclusivity Radius Area subject to the Radius Exemption and subject to the applicable provisions of the Inglewood Municipal Code (as noted above), during the term of this Lease (as it may be extended) as to Locations for which all Faces are not yet Operational.

c. Entitlements.

i. Lessor has determined that Inglewood Municipal Code Section 12-84 is not applicable to the proposed Billboards.

ii. Lessor has determined that this Lease and the uses and other rights granted to Lessee hereunder meet all Applicable Requirements and that, upon proper application, it is prepared to and shall issue all permits, permissions and other approvals that might be required by Lessee to perform pursuant to, and to obtain the contemplated benefits of, this Lease.

d. Other Leases. The Parties may (without obligation) negotiate non-exclusively for such other agreements, if any, authorizing Lessee to enter into written agreements and develop additional Billboards on Lessor rights-of-way and other Lessor owned or controlled property.

e. Cooperation. In connection herewith, the Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this Lease.

f. Expedited Processing. Lessor agrees to use its good faith efforts to expedite the processing of entitlements and approvals for the Lease and any and all activities required to permit the Billboards to be erected on the Premises.

g. Acknowledgments. City acknowledges and understands that Lessee has already made a large financial investment and will continue to invest and rely on Lessor fully performing its obligations created under this Agreement. City further acknowledges and understands that should it fail to fully and timely perform all of its obligations under this Agreement (and related obligations), Lessee will be seriously and irreparably harmed in its business and financial interests to the point where mere monetary damages will not provide an adequate remedy. Given the foregoing acknowledgements, City accepts and agrees that should it fail to fully and timely perform its obligations under this Agreement, Lessee may pursue injunctive relief, specific performance and any and all other reasonable or applicable legal remedies to address such failure. Lessee acknowledges and understands that City has already made a significant commitment of public resources and relies on Lessee fully performing its obligations created under this Agreement. Lessee further acknowledges and understands that should it fail to fully and timely perform all of its obligations under this Agreement (and related obligations), City will be seriously and irreparably harmed to the point where mere monetary damages will not provide an adequate remedy. Given the foregoing acknowledgements, Lessee accepts and agrees that should it fail to fully and timely perform its obligations under this Agreement, City may pursue injunctive relief, specific performance and any and all other reasonable or applicable legal remedies to address such failure.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties executed this Lease as of the Effective Date.

CITY OF INGLEWOOD

WOW MEDIA, INC.

By: _____
Name: James T. Butts, Jr.,
Title: Mayor

By: _____
Name: Scott Krantz
Title: CEO

APPROVED AS TO FORM:

APPROVED:

By: _____
Name: Kenneth R. Campos
Title: Lessor Attorney

By: _____
Name: Royce K. Jones
Title: Kane, Ballmer & Berkman
Lessor Special Counsel

ATTEST:

By: _____
Name: Yvonne Horton
Title: Lessor Clerk



CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

April 3, 2023

TO: Honorable Mayor and City Council

FROM: Pat Kearney, City Councilmember

PREPARED BY: Sean M. Moore, City Manager
Raylette Felton, Deputy City Manager/Human Resources Director
Diane Parsley, Executive Assistant

SUBJECT: **Letter to Los Angeles County Board of Supervisors Opposing The Special Counsel to Sheriff Civilian Oversight Commission's Patrol Rotation Recommendation – February 2023 Report**

BACKGROUND

Councilmember Pat Kearney received a request on March 21, 2023 from Rudy Bermudez with the Association of Los Angeles Deputy Sheriff's (ALADS) requesting the City Council send a letter to the Los Angeles County Board of Supervisors opposing patrol rotation recommendations. This subject matter is outlined in "The Report and Recommendations of the Special Counsel to Sheriff Civilian Oversight Commission regarding Deputy Gangs and Deputy Cliques in the Los Angeles County Sheriff's Department", dated February 2023.

Councilmember Kearney has requested this item be put on the agenda for consideration.

STAFF REVIEW

The City of Lawndale has contracted with the Los Angeles County Sheriff's Department for its policing services since the City was incorporated in December 1959. Any decision on patrol rotations has the potential to affect the City of Lawndale and the services provided to the community.

Staff has prepared a draft letter to the Los Angeles County Board of Supervisors opposing the recommendation of patrol rotations, for the City Council's consideration.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the recommendation to send a letter opposing patrol rotations is not subject to CEQA review because it can be seen with certainty that there is no possibility that the recommendation may have a significant effect on the environment as this matter is an administrative action.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council

- 1.) Review the draft letter to the Los Angeles County Chair and Board of Supervisors, making any desired revisions, and direct staff in the City Manager's Department to finalize the letter for City Council signatures and distribution; or,
- 2.) provide direction to staff.

Attachments:

- A. Draft Letter to the Los Angeles County Chair and Board of Supervisors
- B. Email from Rudy Bermudez with ALADS to Councilmember Kearney requesting the City of Lawndale oppose patrol rotations
- C. Report and Recommendations of The Special Counsel to Sheriff Civilian Oversight Commission Regarding Deputy Gangs and Deputy Cliques in the Los Angeles County Sheriff's Department (dated February 2023)

City Council Meeting – April 3, 2023

Letter to Los Angeles County Board of Supervisors Opposing Patrol Rotations with the Los Angeles County Sheriff's Department

Attachment A

Draft Letter

April 3, 2023

Los Angeles County Chair and Board of Supervisors
500 West Temple Street
Los Angeles, CA 90012

A handwritten signature in black ink, appearing to be a stylized 'K' or 'N' with a vertical line through it.

Dear Honorable Chair and Board of Supervisors:

On December 28, 1959, the City of Lawndale was incorporated as a General Law City in the County of Los Angeles. One of the first official acts of the Lawndale City Council was to appoint, by resolution #7, the County Sheriff of the County of Los Angeles as the Chief of Police of the City of Lawndale. The safety of our residents and community is one of our highest priorities.

For over 63 years, since the City was incorporated in 1959, the City of Lawndale has fully supported the Los Angeles County Sheriff's Department, and the respective deputies and personnel, as they police, protect, and serve us each and every day. Our unbreakable and strong relationship is a testimony to the deputies who have dedicated their time to getting to know our community, which adds to their personal skill set, and directly benefits the community. Indeed, daily, deputies patrol the Lawndale community serving the community and protecting those who cannot protect themselves.

Fortunately, the deputies and law enforcement personnel assigned to the City of Lawndale know our community and are committed to protecting us. They know our residents, business owners, and our impressionable youth. More importantly, they know the unique challenges we face in keeping Lawndale safe and secure. Due to our unique relationship with LASD, many of our deputies have chosen to stay and serve in our community for more than two years. Thus, that kind of commitment and structure has created a lasting and personable partnership for which we cherish and are very grateful. Our deputies are the backbone of our safety; keeping our community safe because they know us and are committed to our community.

The City of Lawndale fully supports its assigned deputies and law enforcement personnel in the ability to stay in an assigned position for more than two years. Frankly, we believe it is beneficial to not only the community but the deputies themselves. Rotating personnel frequently erodes community trust, reduces effectiveness, and undermines best practices for accepted community policing standards.

The City of Lawndale appreciates the work of The Special Counsel to Sheriff Civilian Oversight Commission and their subsequent Report and Recommendations dated February 2023; however, we cannot endorse the recommendation by The Special Counsel to Sheriff Civilian Oversight Commission to require patrol rotations in our City. Patrol rotations, in our opinion, would be detrimental to the safety and security of our community, our children, our businesses, and our vulnerable senior population.

Draft Letter

More than ever, we need stability for the Lawndale community, not constant and ever-shifting of LASD personnel. We ask that you, as representatives on the County Board of Supervisors, fully support our City by **not supporting patrol rotations**.

If you have any questions, please feel free to reach out to us at (310) 973-3200.

Respectfully,

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney

Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Copy: Sean M. Moore, Lawndale City Manager
Rudy Bermudez, ALADS via email: rudym Bermudez@msn.com

City Council Meeting – April 3, 2023

Letter to Los Angeles County Board of Supervisors Opposing Patrol Rotations with the Los Angeles County Sheriff's Department

Attachment B

Attachments:

3-14-2023 Talking Points for Letters to Board of Supervisors Opposing the Civilian Oversight Commission Rotation Recommendation.docx; 2-2023 Civilian Oversight Commission Recommendations Regarding Deputy Gangs Report 3.2.2023.PDF

From: Rudy Bermudez <rudybermudez@msn.com>

Date: March 21, 2023 at 6:00:08 PM PDT

Subject: Follow Up to Our ALADS Conversation

Dear City Council Member Pat Kearney,

Thank you for taking the time to speak with me today. I have attached two documents to this email for your use.

1. Talking points that can be used in a letter to the Board of Supervisors opposing the Civilian Oversight Commission recommendation to rotate patrol deputies
2. The Civilian Oversight Commission Report and Recommendations

It is our hope that you and or the City of Lawndale will support ALADS' position and send a letter to you Los Angeles County Supervisor Holly Mitchell, Supervisor Janice Hahn and the other Los Angeles County Board Of Supervisors, opposing the Civilian Oversight Commission's recommendation to rotate patrol deputies. Should you and/or the City of Lawndale choose to send a letter, please email me a copy at rudybermudez@msn.com.

I am available to answer any questions. I can be reached at (562) 305-5556 and by email at rudybermudez@msn.com.

On behalf of ALADS, THANK YOU for your consideration.

Sincerely,
Rudy Bermudez

City Council Meeting – April 3, 2023

Letter to Los Angeles County Board of Supervisors Opposing Patrol Rotations with the Los Angeles County Sheriff's Department

Attachment C

**REPORT AND RECOMMENDATIONS OF THE SPECIAL COUNSEL
TO SHERIFF CIVILIAN OVERSIGHT COMMISSION REGARDING
DEPUTY GANGS AND DEPUTY CLIQUES IN THE LOS ANGELES
COUNTY SHERIFF'S DEPARTMENT**

February 2023

Sheriff Civilian Oversight Commission

COMMISSIONERS

Sean Kennedy, Chair

Jamon R. Hicks, Vice
Chair

Irma Hagans Cooper

James P. Harris

Hans Johnson

Luis S. Garcia

Patricia Giggans

Robert C. Bonner

Lael Rubin

Brian K. Williams, Executive Director

SPECIAL COUNSEL TO THE COMMISSION

Lead Special Counsel: Bert Deixler of Kendall Brill & Kelly Other Special Counsel
included

Bart Williams and Susan L. Gutierrez of Proskauer
Ashley Bowman and Ariel Neuman of Bird Marella
Carolyn Kubota and Ellen Choi of Covington

William Forman of Winston & Strawn (on behalf of Loyola Law School Center
for Juvenile Law and Policy)

L. Ashley Aull and Robyn Bacon of Munger Tolles & Olson (on behalf of Loyola Law School Center for Juvenile Law and Policy)

Naeun Rim and Sarah Moses of Manatt

Clark Brown, former General Counsel L.A. County Bar

Richard Drooyan, Consultant

Adam Dawson, lead investigator

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PREFACE

In November 2021, the Sheriff Civilian Oversight Commission (“COC”) directed the Chair of the COC to engage pro bono Special Counsel to assist the COC to investigate the existence and activities of problematic deputy groups, often referred to as “deputy gangs” or “cliques,” within the Los Angeles County Sheriff’s Department (“Department”). Although prior commissions have documented the existence of deputy gangs and cliques over several decades, the COC wished to determine whether such groups continued to exist and to understand their impacts on the Department, its employees, and members of the public it serves.

By March 2022, a pro bono team of Special Counsel were engaged by the County and the Loyola Law School Center for Juvenile Law and Policy, and the COC launched the investigation of deputy gangs and cliques. The investigation included interviews of numerous members and former members of the Department, and review of numerous documents, court filings, deposition transcripts, public statements by Department representatives, published reports relating to prior investigations, and numerous relevant media reports. To date, the COC has conducted seven public hearings devoted to the investigation, most of which involved the taking of witness testimony under oath pursuant to the COC’s subpoena authority.

This Report and Recommendations is a result of the Special Counsel’s investigation on behalf of the COC. It is in two parts: **Factual Findings**, entitled *The Existence of Deputy Gangs and Cliques in the Los Angeles County Sheriff’s Department*, and **Recommendations to Rid the Department of Deputy Gangs and Cliques** that fall under four headings: Leadership/Supervision, Policy/Training, Assignments/Rotations, and Accountability.

A word about nomenclature used in this Report. Special Counsel has chosen to use the term “Deputy Gangs” when referring to deputy groups engaged in egregious conduct such as violations of law, the excessive use of force, threats to the public or Department members and to use the term “Deputy Cliques” in discussing the broader concerns that the exclusionary subgroups pose to the mission of the Department, the careers and morale of other Department members, and the public, even when their activities do not violate specific laws. The term “Deputy Cliques” has historically been understood to include Deputy Gangs and exclusionary subgroups and their problematic behavior however configured. By using this term in this report, we do not intend to minimize the harm done by these groups to the Department, to other Department personnel, and to the public. The Findings confirm such harms.

The origins of Deputy Gangs and Cliques within the Department dates back decades. They may have started with benign intentions, but history has proved that Deputy Cliques have often evolved into Deputy Gangs whose members not only use gang-like symbols but engage in gang-type and criminal behavior directed against the public and other Department members. These groups, both historically and currently, also exalt the use of excessive force against civilians, harass other deputies, and undermine the chain of command within the Department. However denominated, the existence of these groups and their impact adversely affects the mission of the Department and undermines public trust in the Department.

The Deputy Cliques addressed in this Report and several prior reports have been variously referred to as deputy “gangs,” “cliques,” “subcultures” and “secretive subgroups.” “Deputy Cliques” are Sheriff’s deputies assigned to a particular Department patrol station, bureau, unit, or location in a jail who self-associate, and identify and act as a subgroup that excludes other deputies assigned to the same station, bureau, unit,

or jail location. They identify themselves by names such as the Banditos, Executioners, Regulators, Spartans, Reapers, Rattlesnakes, Cowboys, Vikings, Wayside Whities, 3000 Boys, and 4000 Boys. Members often have matching and sometimes sequentially numbered tattoos and use language and gestures associated with street gangs. By their actions Deputy Cliques invariably evolve into Deputy Gangs.

The Factual Findings section of this Report documents the overwhelming evidence demonstrating that Deputy Gangs and Deputy Cliques, still exist and engage in harmful activities in several of the Department's patrol stations and bureaus. They victimize the Department, its members, and the public.

The Recommendations section identifies the reforms needed to eliminate Deputy Gangs and Deputy Cliques and to extinguish the culture of the Department that has permitted their existence and harmful influence within the Department for the past 50 years. The Recommendations provide an immediate call to action to the Sheriff, the Department leadership and every member of the Department. There can be no more delays!

THE EXISTENCE OF DEPUTY GANGS AND DEPUTY CLIQUES IN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

I. INTRODUCTION

The Department currently contains several active groups that have been, and still are, engaged in harmful, dangerous, and often illegal, behavior. Some of these groups have engaged in acts of violence, threatened acts of violence, placed fellow Deputies at risk of physical harm, engaged in acts celebrating officer involved shootings, and created a climate of physical fear and professional retribution to those who would speak publicly about the misconduct of such groups. Publicly released deputy body camera video illustrates such misconduct directed to a member of the public. For that reason, going back 30 years to the Commission led by Judge James J.

Kolts, these groups have been fairly referred to as “Deputy Gangs.”

Deputy Cliques that evolve into Deputy Gangs meet the definition of “law enforcement gang” in California Penal Code Section 13670.¹ The problems they cause in the Department, however, go beyond their “gang-like” behavior. Deputy Cliques are rooted in secrecy and exclusivity. They undermine the Department’s leadership and supervision, foster insubordination, and are detrimental to the morale of other deputies and staff by exercising power and decision making that is fundamentally inconsistent with the para-military, chain of command structure of law enforcement agencies such as the Department. By exercising influence ordinarily reserved for supervisors and management, such as controlling assignments, schedules, and promotions, their existence within stations, bureaus and units of the Department violates fundamental principles of professional policing. But Deputy Cliques, whether they meet the definition of “law enforcement gangs” must be eradicated as they are the seeds from which Deputy Gangs develop.

While the prior Sheriff publicly asserted that he had acted to eliminate Deputy Gangs, in fact he facilitated their continued presence by, among other things,

¹ Penal Code 13670 provides, in pertinent part: (2) “Law enforcement gang” means a group of peace officers within a law enforcement agency who may identify themselves by name and may be associated with an identifying symbol, including but not limited to, matching tattoos, and who engage in a pattern of on-duty behavior that intentionally violates the law or fundamental principles of professional policing, including but not limited to, excluding, harassing or discriminating against any individual based on a protected category under federal or state antidiscrimination laws, engaging in or promoting conduct that violates the rights of other employees or members of the public, violating agency policy, the persistent practice of unlawful detention or use of excessive force in circumstances where it is known to be unjustified, falsifying police reports, fabricating or destroying evidence, targeting persons for enforcement based solely on protected characteristics of those persons... and retaliation against officers who threaten or interfere with the activities of the group. Further, these groups often discriminate on the basis of gender, race and ethnicity in deciding who can become a member of the Deputy Cliques. Such workplace discrimination violates the California Fair Employment and Housing Act (FEHA) and federal anti- discrimination law.

appointing known tattooed members of Deputy Gangs and Deputy Cliques to leadership positions in the Department, permitting the revival of emblems signifying membership in such groups and repeatedly relying upon an erroneous statement of law to avoid promulgating and enforcing a policy prohibiting Deputy Gangs and Deputy Cliques in the Department. The claim that Deputy Gangs no longer exist in the Department is flatly and inarguably false. Moreover, Deputy Cliques continue to exist.

The COC Policy recommendation prohibiting **Joining and Participation in Deputy Cliques** is constitutionally permissible, and it is factually supported by the investigation and multiple interviews conducted by the COC's Special Counsel as well as the testimony given in the COC's public hearings. The COC urges Sheriff Luna to adopt a policy that prohibits deputies from being members of Deputy Cliques and thereby ending Deputy Gangs.

II. INVESTIGATION

As part of the COC's investigation, Special Counsel interviewed approximately eighty witnesses. The witnesses were current and former Deputies, Sergeants, Lieutenants, Captains, Commanders, Assistant Sheriffs, and Undersheriffs; a former Sheriff; and former law enforcement officials from other law enforcement agencies. The witnesses also included attorneys representing current and former litigants against the Department and the County and certain of the litigants themselves. Many witnesses were interviewed multiple times.

Special Counsel coordinated with, interviewed and received information from the Los Angeles County Office of Inspector General, the Los Angeles County District Attorney's Office, Loyola Law School and the Los Angeles County Public Defender's Office.

Special Counsel received and reviewed dozens of depositions and sworn

statements, and associated exhibits generated in connection with past and pending litigation involving the Department; multiple media reports; body camera footage; and extensive reports prepared by the Kolts Commission, the United States Commission on Civil Rights, the Loyola Law School Center for Juvenile Law & Policy ('Loyola Law School Report'), the Rand Corporation, the National Association of Blacks in Criminal Justice, and the Citizen's Commission on Jail Violence.

Special Counsel attended virtual briefings by the former Sheriff Alex Villanueva, and repeatedly sought to meet with the former Sheriff and his Undersheriff, Timothy Murakami. They declined to meet or to be interviewed. Each was also invited to voluntarily appear and testify publicly before the COC. The former Sheriff declined to do so unless provided in advance with the questions and any documents that would be presented. The Undersheriff declined, asserting that his physical condition precluded his testimony, but not his other duties as Undersheriff. As a result, the COC subpoenaed both the Sheriff and Undersheriff to testify. Each refused, and both are now subject to legal proceedings to enforce the subpoenas and/or to hold each in contempt.

The COC held seven public hearings in which approximately fifteen witnesses publicly testified and numerous members of the public spoke. The overwhelming majority of witnesses who testified did so pursuant to subpoena. Several witnesses would only testify anonymously, and some did so remotely, using a voice distortion device out of fear of physical or professional retaliation. Several witnesses who had agreed to testify withdrew, often the night before the proposed testimony, out of similar fears.

In addition to witnesses who testified publicly, approximately sixty other witnesses were interviewed by the Special Counsel's team. Many witnesses spoke only

after receiving assurances that they would not be identified publicly or even confidentially identified to the COC. The witnesses expressed concerns for their physical safety and the physical safety of family members, many of whom are Department employees. In addition, many witnesses insisted upon anonymity in interviews for fear of professional retribution often described as “career suicide.” Some of the factual findings recited in this Report are the product of these witness interviews.

III. FACTUAL FINDINGS

A. History of Deputy Gangs and Cliques

Deputy Gangs and Deputy Cliques have existed in the Los Angeles County Sheriff’s Department since at least 1973. That year, an internal Department memo dated December 5, 1973, documented the existence of a group known as the “Little Devils,” and identified 38 members who bore sequentially numbered tattoos of a devil.

In 1992, the Kolts Commission’s report confirmed the existence of Deputy Gangs and Deputy Cliques, including a Deputy Gang called the Vikings, in the Department. After holding evidentiary hearings in Los Angeles in 1993 and 1996, the United States Commission on Civil Rights in 1999 issued a report focusing on the violence and trauma that Deputy Gangs had inflicted on communities of color and people struggling with mental illness, and urged the LASD to take decisive action to eradicate Deputy Gangs from its ranks.

In 2012, the Citizens’ Commission on Jail Violence (“CCJV”) found that Deputy Cliques existed in patrol and on certain floors of Men’s Central Jail (“MCJ”) and that they contributed to the use of excessive force in the jail. The CCJV’s report contains five pages of recommendations to address the problem.

The Loyola Law School Report documented the Department’s long history of

Deputy Gangs and Deputy Cliques in 2021; and the Rand Corporation also confirmed their existence in its report titled *Understanding Subgroups Within the Los Angeles County Sheriff's Department* in 2021.

The Los Angeles County Inspector General, Max Huntsman, testified before the COC about his office's report entitled *Analysis of the Criminal Investigation of Alleged Assault by Banditos* that confirmed the involvement of the Banditos in the severe beating of non-Banditos deputies in an incident at Kennedy Hall in 2018.

As part of its investigation, the COC received and reviewed a September 13, 2004, memorandum from the then Undersheriff William T. Stonich to Sheriff Leroy Baca about efforts to address "inappropriate and potentially damaging behavior" at the Department's Century Station. Among other conclusions the memorandum reported on rumored unethical activity engaged in by Century station personnel as follows:

"Mexican Mafia", rumored to be a small select group of deputies of Hispanic decent (*sic*). They have been accused of holding positions of influence within the station (i.e.: detective, scheduling, watch deputy and field training officer positions) and are alleged to control much of the negative behind the scenes activity such as fund raising through means of unit level extortion for non-sanctioned events, unfair or biased granting of time off requests, controlling patrol and interior work assignments, etc."

The COC also reviewed an October 1, 2007, memorandum from then Commander Willie Miller to Sheriff Baca reporting on an investigation of a group of deputies named the "Regulators" at Century Station. Among other things, the memorandum concluded that:

"The Regulators philosophy is that if a sergeant, lieutenant, or captain was weak at Century Station they would run over them, essentially speaking, they would run the station as a subculture fraction (*sic*).

They would not respect rank. They openly displayed the Regulators logo of the 'skull and flames' symbol on their motorcycles as well as body tattoos."

The COC also reviewed hundreds of Department documents regarding the 2012 discovery in a patrol car of a written creed for a Deputy Gang named "The Jump Out Boys." Members of the Jump Out Boys shared a common numbered tattoo that depicts a red-eyed skull wearing a bandana with the letters "O.S.S." and holding a revolver next to an ace of spades and an 8 of spades, the so called "dead man's hand" in poker. Their creed recited that members understand "when the line need (*sic*) to be crossed, and crossed back" and that they "sometimes need to do things they don't want to in order to get where they want to be." It also directed members to keep a "black book" that records the date of every deputy involved shooting that authorized each shooter to embellish his common tattoo with smoke coming out of the gun. Seven Jump Out Boys members were fired, but because there was no clear policy against joining a Deputy Gang at the time, the Civil Service Commission reinstated four of them.

It is indisputable that for nearly 50 years, Deputy Gangs and Deputy Cliques have existed within the Department and their existence and negative impacts were known to the leadership of the Department. Yet there was no sustained effort during this period to eradicate Deputy Gangs and Deputy Cliques from the Department. All prior efforts were inadequate, lost continuity and failed to eliminate Deputy Gangs and Deputy Cliques. Owing to this failure, Deputy Gangs and Deputy Cliques are embedded in the culture of the Department, either tolerated or ignored. Indeed, during the tenure of Sheriff Baca, the Undersheriff, Paul Tanaka, was a tattooed member of the Vikings. According to numerous witness interviews, former Sheriff Villanueva's Undersheriff, Tim Murakami, has a Caveman tattoo.

While law enforcement cliques are not unknown in other law enforcement

agencies, no other large law enforcement agency in the nation has allowed such cliques to exist and flourish as they have in the Department.

B. Deputy Gangs and Deputy Cliques Currently in the Department

There is at least a half dozen, and possibly more, Deputy Gangs and Deputy Cliques currently in the Department, primarily at patrol stations. They include the Executioners, the Banditos, the Regulators, the Spartans, the Gladiators, the Cowboys and the Reapers. There are reports that new Deputy Cliques are forming as members of existing Deputy Gangs and Deputy Cliques retire or otherwise leave the Department. There is some evidence indicating that Deputy Cliques are re-emerging in the Los Angeles County jails as the 4000 Boys.

Merely transferring members of Deputy Gangs or Deputy Cliques has not proved particularly effective. After the CCJV's 2012 findings confirmed the existence of the 2000 and 3000 Boys on the second and third floor of MCJ, many of these deputies were transferred out of the jail to patrol. Many of the 3000 Boys sought assignments to Compton Station and became Executioners; many 2000 Boys sought assignment to Century Station and became Spartans. As discussed below, transfers or rotation of deputies must be much more intentional to avoid aggregating in a new location deputies involved in, or susceptible to influence by, Deputy Gangs or Deputy Cliques.

All the Deputy Cliques share harmful characteristics. While not all Deputy Cliques engage in identical unprofessional conduct, most share at least some of the following characteristics, and they have done and continue to do certain acts of unprofessional and dangerous policing. Deputy Cliques run the stations or units where they exist, as opposed to the sergeants, lieutenants and the captain who are charged with the duty to run the station; exercise influence over and often decide assignments and shifts, training, and overtime; exclude deputies from the Deputy Cliques, often based on race,

ethnicity or gender; intimidate deputies that are not part of the Deputy Cliques; give orders not to provide backup to disfavored deputies who are not members of the Deputy Cliques; order work slowdowns if management of a station attempts to rein them in; encourage a “we-they” attitude, not just between them and the public, but with other deputies within the station; operate in secrecy; lie in reports to protect each other; and threaten the public with use of excessive force without justification and belittle deputies unwilling to engage in such acts. Most troubling, they create rituals that valorize violence, such as recording all deputy involved shootings in an official book, celebrating with “shooting parties,” and authorizing deputies who have shot a community member to add embellishments to their common gang tattoos.

Typically, to be invited to become a member of a Deputy Gang or Deputy Clique, a deputy must demonstrate “toughness” that is frequently associated with use of excessive force or other forms of unconstitutional policing. Often the euphemistic term “peer leader” is used to describe the members.

Deputy Gangs and Deputy Cliques also have used and continue to use assaultive behavior against fellow deputies who do not belong to their groups as a show of power and influence. Certain of these altercations have led to public exposure in the media. The COC investigation uncovered other incidents including threatened use of weapons by deputies upon other deputies.

The pernicious effects of these groups go well beyond assaulting other deputies. Recent publicly released body camera footage of a deputy threatening to shoot a man in a parked car without any evidence of wrongdoing illustrated in real time gang behavior characteristic of Deputy Gangs and Deputy Cliques interacting with the public served.

Not all members of Deputy Cliques engage in acts of misconduct. Even those

members who do not engage in misconduct, however, contribute to the unprofessional influence of Deputy Cliques and their negative impact on the Department and on other deputies. Deputy Cliques have and continue to do great damage to the reputation of the Department, and the public hearings demonstrated that they have unquestionably destroyed trust between the Department and the public it serves.

Membership in a Deputy Gang or Deputy Clique is a liability for the County. One of the essential job qualifications of a deputy sheriff is the ability to testify credibly in a court of law. Deputies who belong to Deputy Gangs and Deputy Cliques that value loyalty to their members over their commitment to the Department and the public are likely to be disbelieved when their conduct is at issue. As Lieutenant Eric Strong, a 22-year member of the Department, put it, "If you are a member of a law enforcement gang, you cannot be trusted, you cannot be relied upon, your credibility is lacking." Under the principles set forth by the United States Supreme Court in *Brady v. Maryland*, such information that bears on the credibility of prosecution witnesses must be disclosed by the prosecution to the defense in criminal cases and is likely discoverable in civil lawsuits.

Deputies sued in civil lawsuits arising from the alleged use of excessive force cost the taxpayers of Los Angeles County tens of millions of dollars in judgments and settlements. It has been estimated that the additional cost to the County in these cases is upwards of \$55 million. That number can only rise based upon pending and newly filed lawsuits and administrative claims. In addition to judgments and settlements, the County incurs seven-figure legal bills from outside litigation counsel hired by and paid for by the County to defend the misconduct of Deputy Gangs and Deputy Cliques.

Set forth below is some of the evidence developed by Special Counsel during the

COC's investigation of Deputy Gangs and Deputy Cliques.

1. Compton Station

Lieutenant Larry Waldie testified before the COC that he was a tattooed member of a deputy group known as the "Gladiators." He obtained the tattoo during his initial tour of duty at Compton Station and that another group known as the "Executioners" subsequently ran aspects of that station. Waldie said that Compton was a "fast station," and it was considered a desirable post for deputies wanting exposure to incidents of crime requiring active law enforcement.

Waldie testified that many of the Executioners had served on the 3000 floor at MCJ. The CCJV noted the existence of the "3000 Boys" at MCJ and recommended that the it be disbanded. It appears, however, that many of the "3000 boys" transferred to Compton Station and formed or joined the Executioners. A witness who worked at MCJ and who insisted on anonymity for fear of reprisal, reported that a new version of the "3000 Boys" operating on the 4000 floor and calling itself the "4000 Boys" currently operates at MCJ.

Another witness currently assigned to the Compton Station disclosed that deputies who had worked on the 3000 floor at MCJ received preferential treatment at Compton. The witness reported being ridiculed based upon gender and race by the scheduling deputy, Jaime Juarez, an Executioner, and that Executioner members regularly discriminated against and ridiculed women.

Waldie testified that Deputy Juarez was the "shot caller" during Waldie's tenure at Compton Station. The Commission received evidence that Juarez participated in four officer involved shootings. Juarez was subsequently removed from patrol, and interacting with the public during Sheriff McDonnell's tenure, but was returned to patrol after Sheriff Villanueva took office. Waldie identified Deputies Ruiz,

Cuevas, Barajas, Ingersoll, Raisa and Ruben as Executioners. Waldie stated that based upon his observations Executioner membership apparently excluded females and African Americans.

The Commission received a photograph of Deputy Juarez' truck which depicted an Executioner emblem on a flag. In a deposition in civil litigation brought by Waldie, Deputy Juarez admitted that he had attended approximately seven "inking parties." He confirmed that Deputies Barajas, Ingersoll, Bray, Jimenez, and Reese attended Executioner inking parties as well. According to Juarez, Ingersoll was the last Executioner to receive an Executioner tattoo.

The Commission also received a photograph of a tattoo of a skeleton holding an automatic rifle on the calf of Deputy Aldama, a self-acknowledged Executioner. Other evidence indicates that, much like the Mafia, there are "made" members of Deputy Gangs and Deputy Cliques who are entitled to wear the tattoo associated with the group. The tattoos typically exalt the use of excessive force and are entirely unprofessional.

Deputy Aldama, and his partner, Mizrain Orrego, were named as defendants in two separate shootings of community members, Sheldon Lockett and Donta Taylor. In each instance the deputies claimed that the victims had guns. In neither case was a gun located and much evidence suggested that in fact neither had guns. The County settled both cases with the families of the deceased for a total amount just short of ten million dollars. Since outside counsel was engaged in each case substantial legal fees were incurred on top of the settlement amounts.

Waldie testified that the Executioners held positions of authority during his time at Compton Station. Those positions included scheduling deputy, training officer, detective, and gang task force membership. Waldie explained that the position of

scheduling deputy was powerful because it afforded the scheduler the ability to assign deputies to shifts, vacations and days off, desirable assignments on patrol or less desirable assignments in preferred or less desirable locations.

During 2019, when Waldie served as Acting Captain of Compton Station, Deputy Juarez was scheduled to be removed as scheduling Deputy and transferred from the station. Juarez told Waldie that his successor as scheduling Deputy should be another Executioner, but Waldie declined the request. In response, Juarez led the Executioners in a work slowdown in March 2019, and pressured non-Executioners to adhere to it. The COC received an internal LASD document demonstrating that during the work slowdown, crime rose significantly compared to the preceding year and compared to the months before and after the slowdown. During the slowdown, arrests dropped precipitously, citizen calls were responded to slowly, and pro-active policing initiatives did not occur.

In addition to the statistical evidence documenting the work slowdown, the COC received the content of a text between Waldie and a deputy confirming the work slowdown directed by Deputy Juarez. The deputy supplying the information insisted upon anonymity: "But please between you and I. This could ruin my career. I don't want my name mentioned at all please. I can't have that."

Waldie testified that the culture of the Department created a justified fear among honest deputies that if it were believed that they had reported on the misconduct of fellow deputies, especially those belonging to a Deputy Clique, it would lead to harassment, ostracism, threats, or interference with career advancement.

A deputy who requested anonymity was suspected of cooperating with the COC and has been continuously subject to harassment and ostracism at the deputy's current station. Another witness who testified anonymously has reported that another

deputy, who was wrongly suspected of having provided the anonymous testimony, has been repeatedly harassed at that deputy's current station.

Waldie testified that after an officer involved shooting the deputies involved participated in a celebratory "debrief" at a bar in Fullerton. Waldie identified the pair of deputies, Ingersol and Barajas, as Executioners. Other evidence suggested that they were not yet tattooed Executioners, but were "chasing ink." That is, they engaged in "aggressive" activities in the hope of becoming members.

Copies of texts reviewed by the COC revealed that Waldie brought the celebration to the attention of the captain heading Compton Station. Waldie testified that despite the seriousness of the circumstances, the captain did not take any action. After Sheriff Villanueva took office, the captain was promoted to commander and retired from that position. He declined to be interviewed by Special Counsel's team.

The evidence demonstrates that community needs in Compton were ignored or responded to slowly to pressure a station leader to act in accordance with the Executioners' demands, and celebrations of officer involved shootings were neither stopped nor criticized. Waldie agreed that the conduct of the Executioners violated "fundamental principles of professional policing." During her testimony before the COC, then-Chief, now Acting Undersheriff, April Tardy reviewed this evidence and acknowledged that the Executioners were a "law enforcement gang" within the meaning of California Penal Code section 13670.

2. East L.A. Station

Much public testimony before the COC focused upon the East L.A. Station and particularly on an incident at Kennedy Hall involving a brutal beating inflicted upon junior deputies by senior deputies who were members of the "Banditos." The behavior can only be fairly described as that of a gang. This episode resulted in widely publicized

civil litigation brought by the victim deputies against the Bandito Deputies. Even though the defendants assaulted other members of the Department and did so in an after- hours offsite location, County Counsel approved the County paying outside counsel to defend them.

Former Sheriff Villanueva trained at the East L.A. Station and was widely believed to have shown favoritism toward the station and its deputies. He was roundly criticized for the reservation of front row seats for East L.A. deputies at his inauguration when the Kennedy Hall incident had received much negative publicity and was still an open investigation. He also restored the “Fort Apache, kick in the pants” logo at the entrance of the East L.A. Station. The COC also heard much testimony that refuted his repeated assertion that he had replaced a weak captain with a strong one and had transferred many deputies to address discipline problems. In fact, no deputy was involuntarily transferred out of the East LA Station, and many of the transferred deputies were not Banditos.

Finally, there has been substantial evidence that the administrative and potential criminal investigation into the Kennedy Hall incident was obstructed at the direction of the former Sheriff’s then Chief of Staff, Larry Del Mese, an acknowledged tattooed member of the “Grim Reapers.” Matthew Burson, who retired from the Department as a Chief, testified that when he was the Captain at the Internal Affairs Criminal Bureau he was instructed by Del Mese not to have the investigator of the Kennedy Hall incident ask about “sub-cultures” at the station. Burson understood that Del Mese was conveying an order from the former Sheriff, and he passed the instruction on to Sergeant Jeffrey Chow, who was investigating the incident. It is reasonable to infer that Sheriff Villanueva, despite its obvious relevance, ordered that no questions were to be asked about the Banditos or their role in the Kennedy Hall

“beat- down”.

Sergeant Chow testified that he believed the conduct of the assaulting deputies was criminal, but that he was directed not to ask questions about “sub- culture” activity at the station. He understood this to mean that no questions were to be asked about the Banditos/Deputy Cliques and its/their role in the gang style assault on other deputies, and he followed the orders because he worked in a “para-military organization.” After Chow testified, the COC learned of attempts to intimidate him and his wife, Vanessa, a Deputy Sheriff. The intimidation included an unmarked sheriff’s car following Chow home after his testimony before the COC and an undercover car parked conspicuously near the residence. (Captain Angela Walton reported a similar intimidation effort involving the parking of an undercover car directly in front of her home after her public testimony.)

Retired Chief Joseph Gooden described the early portion of his career at the East L.A. station and the presence of members of the “Cavemen” at the station. Despite having a degree from U.S.C. when fewer than 10% of the deputies had four-year college degrees, a Caveman told Gooden that there was “no way” he could become a training officer. Gooden observed that under 2% of the deputies at the East L.A. station were African American.

Years later, when Gooden was a Chief, he oversaw the Kennedy Hall investigation. Chief Gooden testified that he directed that the investigation be conducted as a criminal investigation, and that determining the motive of the involved deputies was an important part of the investigation. The instruction to Sergeant Chow not to ask questions about “sub-culture” activity in the East L.A. Station was directly contrary to Chief Gooden’s expectation and direction. It was also contrary to investigating the motive for the assault and the standard expected of a professional

police force.

The investigative report of the Department's Internal Criminal Investigation Bureau regarding the Kennedy Hall incident was transmitted to the District Attorney's Office to consider potential criminal charges. The report failed to mention that the investigating sergeant had been instructed not to ask questions about the Banditos or their role in the assault, even though the evidence related directly to a criminal motive for the attack.

An anonymous witness currently stationed at the East L.A. Station testified using a voice distorter because of a fear of physical and professional retribution. The witness identified current "shot callers" at East L.A. as Deputies Ortiz and Valle. The witness testified that Rene Munoz, one of the defendants in civil litigation relating to the Kennedy Hall beating, was the shot-caller prior to his departure from the East L.A. Station. The witness testified that all three were tattooed Banditos.

The anonymous witness also identified the broad authority of the scheduling deputy, a Bandito, at the East L.A. Station, who gave assignments, schedules, days off and vacations, assigned areas for patrol and directed selection of training officers and assignment of trainees to them. The witness testified that the power of the Banditos was such that they were able to thwart the promotion of a disfavored deputy to training officer even though the deputy was ranked number one in the County for that promotion.

The witness also testified to various means of intimidation and ostracism inflicted by Banditos upon non-Banditos. This included a locker room argument in which a Bandito pointed his gun at the head of another deputy; the turning of backs when a disfavored deputy entered the hallway or room; and the refusal to answer back up calls when summoned by a disfavored deputy. The witness explained how

disfavored deputies received “jackets” i.e., reputational slanders intended to thwart their careers.

Another witness testified that the Banditos assaulted “disfavored” deputies, who would be challenged to a fight. The disfavored deputies would be told that they did not belong in East L.A. and that they were a “zero” as a provocation to a fight. The Banditos would surround the disfavored deputies in groups thus employing physical intimidation. This conduct is characteristic of gang activity. Like other Deputy Gangs and Deputy Cliques, the Banditos exert control by forcing disfavored, non-Bandito deputies to transfer to other stations.

Another witness who insisted upon anonymity described how a training officer humiliated trainees, especially women, at the East L.A. Station. Those efforts included name calling and tossing the trainees’ written work product to the ground with the goal of embarrassing and ostracizing the trainee before peers. According to this witness, the training officer who engaged in such unprofessional, intimidating conduct was a Bandito. The witness was certain that the Bandito’s control of the station was widely known. He stated that Deputy Valdez was the shot caller at East L.A. at the time and that he arranged the deputies’ schedules. As noted, Deputy Valdez was widely known to be a Bandito.

The witness also described a practice of ostracism at the East L.A. Station. When the witness walked into the station the deputies would turn their backs as the witness walked down the hall. The witness explained that Banditos “stepped on the radio” i.e., interfered with the ability to communicate from the patrol car by speaking over the deputy while the witness spoke. The Banditos persistently criticized the witness for a “culture violation.”

The witness reported a refusal to provide requested back up. A specific incident

involved a report of a person with a gun in a dangerous part of Boyle Heights. Because of the danger of a night call in that area the witness requested back up, but it was not forthcoming, and the witness abandoned the call. The proffered excuse that the deputies all were “busy” was proved false by review of time records.

A training officer at the East L.A. Station required that trainees keep the car fully stocked with snacks and demanded “good imagination on reports.” That the witness understood meant to lie to justify the acts of the deputies. The witness was informed that the training officer was a tattooed Bandito. The stocking of the car was a form of the “tax” imposed by the Banditos. The trainee had to pay for all meals, drinks and anything else the training officer required.

The witness observed that the Department enabled the Banditos control of the station and that known Banditos received promotions under Sheriff Villanueva. The witness claimed that the Banditos brought gifts to the wife of Sheriff Villanueva to procure promotions or to retain power positions. It was widely believed, and confirmed in testimony by Eli Vera, that the Sheriff consulted his wife on promotions even though she held no official position in the LASD. The witness also claimed that the Homicide Bureau is filled with Banditos.

The witness learned that Banditos had to be Mexican American and that Central Americans could not become Banditos. Another witness confirmed that, with one exception, all Banditos were Hispanic males, and none were women.

Another witness who insisted upon anonymity observed that the Banditos also directed work slowdowns that resulted in increased response times to calls and for arrests to cease. The most recent slowdown occurred because the Banditos believed that the Department’s Internal Affairs Bureau had pursued too many disciplinary investigations of deputies.

The witness testified that there were between 12 to 15 Banditos currently in the East L.A. Station, and that they held positions as “acting” detectives and training officers. The witness testified that there were also “associate” deputies who wished to be initiated and were “chasing ink.” One incident that the witness regarded as “chasing ink” involved the transportation of a shooting victim to a hospital. The witness stated that the deputies went off route and assaulted the victim. Such conduct can only be viewed as the act of a gang member and its indisputable harm to the community.

In an interview, retired Chief Gooden recounted that during his year and a half at the East L.A. Station the dominant group was the “Cavemen.” He believes that the Banditos grew out of the Cavemen.

Chief Gooden was one of several witnesses who disputed former Sheriff Villanueva’s claim that he had transferred 36 members from East L.A. for misconduct at the station. The anonymous witness claimed that there were no involuntary transfers of Banditos. No transferees were “overnighted,” i.e., subject to immediate involuntary transfer. Rather the transfers reflected voluntary departures related to deputy requests, promotions, or retirements.

Retired Chief Eli Vera also refuted the former Sheriff’s claim. He agreed with the testimony of Captain Ernie Chavez in a civil deposition that the deputies were transferred from the East L.A. Station for non- disciplinary reasons. One witness said in an interview, however, that a number of the transferees were “whistle blowers” who had objected to the Banditos’ control of the station. The witness described them as “the resistance.”

Another witness who required anonymity described the witness’ tenure at East L.A. Station as one in which deputies who “speak like gangsters” surrounded the witness. The witness described the unprofessional language used on radios, including

the use of nicknames and derogatory statements. Further, the witness reported that because the Banditos mistrusted the witness, they would not allow the witness to enter a house when they conducted a search. The witness said that contrary to Department policy, the fact and results of such searches were often undocumented. The witness also experienced that calls for back up by disfavored deputies were not heeded. Such failures to provide requested back up imperiled the safety of these deputies. The civil case brought by the victims of the Banditos beating at Kennedy Hall included the deposition testimony of Deputy Concepcion Garcia, who witnessed calls for back up ignored by Banditos.

The anonymous witness had justifiable safety concerns. On one occasion, when the witness drove a personal vehicle from the East L.A. station, the witness observed that the lug nuts from the car wheels had been loosened. The witness said that to be part of the East L.A. anti-gang unit it was necessary to be an “inked” member of the Banditos.

The witness also confirmed the practice of a “tax” being levied by senior Banditos upon trainees to pay for food, “fund raising” and other financial demands of the Bandito training officers. The trainees who participated did so because of a fear that they would not get off training.

The witness also was supervised by, or worked with, “Cavemen” and “Regulators” They were Caucasian males in positions of authority. The witness stated that supervisors were well aware of the existence of these groups but did not act to interfere.

Another witness who spent nearly a decade in East L.A. and who also required anonymity for fear of physical retaliation, also described the Cavemen and the Banditos. The witness, said that the Banditos insisted that others “do what they want

you to do.” The witness also described the Banditos as “gangs behind the badge.” The witness says that everybody in the Department knows of the Banditos; their actions are not a “secret.”

This witness also confirmed that the Banditos imposed “taxes” on new deputies. The witness was told by a Bandito training officer to “bring your credit card.” The witness was aware of the tattooed members of the Banditos and believed that there were as many as 80 Banditos during the witnesses’ tenure at East L.A. The witness said the Banditos would use force to discipline non-Banditos they did not like. This too is the behavior of a gang.

The Banditos exploited the junior deputies by, for example, requiring that they write reports for the Banditos and stay on uncompensated overtime if necessary to get the report done. The witness said that the Banditos recruited deputies to “chase ink”, i.e., to do what was necessary to be noticed and “stand apart.” That included writing reports to make problematic arrests appear legal. (Another anonymous witness described this practice as “working backwards.”)

An aspect of “chasing ink” was a desire to get into shootings. These deputies would follow a suspect believed to have a gun so that a shooting would be justified. The witness said that there was pressure to “get numbers up” from time to time, meaning arrests. The witness was instructed by Banditos that they could always get somebody arrested as “under the influence” and “refused to take a test.” The goal was to raise arrest numbers.

Another witness, now retired after 24 years in the Department, was a training officer in East L.A. The witness ran afoul of the scheduling sergeant, Patty Estrada. The witness described Estrada as a female associate of the Banditos who did their bidding and conveyed favors and punishments on their behalf. The witness had a trainee

“pulled” by Estrada and observed that the trainee was assigned to a Bandito training officer.

Another witness testified anonymously about working at the East L.A. station. Although warned that East L.A. was a difficult place to work due to harassment and hazing, the witness chose to work there anyway and was subjected to this conduct. Like others, the witness affirmed that the Banditos were an open and notorious gang within the East LA Station. The witness believed that it was appropriate to refer to the Banditos as a “gang” that manifested its power by recruiting desired deputies and isolating others. Having become disfavored, the witness experienced, as did others, dispatch sending the witness a high volume of calls throughout the patrol area. Additionally, when the witness called for backup, it would not arrive. The witness believed that the inability to receive back up when performing services increased considerably the risks of the work.

The witness was aware of “cigar night.” Those were evenings when female deputies would act to raise funds at Bandito “events” by circulating among deputies who were drinking and playing cards and selling cigars to those in attendance for support of other Bandito “sponsored” events. The witness described these cigar selling efforts as done upon the demand of the Banditos. The witness acknowledged that deputies were pressured to give money upon a Bandito solicitation. That trainees were “taxed” was well known in the station and in the Department more generally.

Gooden stated that when Sheriff McDonnell assumed office, he barred the East L.A. Station “Fort Apache kick in the pants logo.” Gooden regarded the logo as unprofessional and insulting to the East L.A. community. Gooden observed that the logo was reintroduced when Sheriff Villanueva assumed office.

3. Lennox Station (Now South L.A. Station)

Recently released shocking body camera footage shows South L.A. Station deputy Justin Sabatine repeatedly threatening to shoot an African American civilian sitting in his car in a parking lot. Several witnesses, including two current Department captains, have asserted that Sabatine was a member of a Deputy Clique. One captain believed that Sabatine was a Reaper. A public report based upon an anonymous source also claimed Sabatine is a Reaper. A second captain believed that Sabatine may not be a Reaper, but rather a member of a newly formed Deputy Clique in the South L.A. Station. A captain reported learning that Sabatine threatened that there would be a work slow-down in South L.A. if the body camera footage was released.

As proof of the consequences to the Department and the County of gang like activities, the County has already been sued based upon Sabatine's conduct. The Complaint demands \$10,000,000. The County likely will engage outside counsel to represent the County and Sabatine.

The type of conduct revealed in the Sabatine body camera footage is consistent with a lengthy history of gang behavior at South L.A. Station. A current deputy who has served in the Department for more than 25 years insisted on anonymity for fear of physical retaliation. The witness described the activities of the group of deputies known as the Reapers at Lennox Station (now the South L.A. Station.) The witness saw the tattoos of the members, all of whom were Caucasian males. The witness observed that the Reapers now consist primarily of Hispanic deputies.

The witness stated that Reapers were involved in multiple shootings. The witness recounted a conversation in which the witness was criticized after the witness confronted two African Americans, a male and female, one of whom had a gun. The witness apprehended the suspects without firing a weapon. Later a Reaper criticized

the witness, and asked “why did you not shoot her?” The Reaper described it as a “freebie.”

According to the witness, another Reaper encouraged the witness to seek a warrant when there was no basis to do so. The witness declined and believes that this was a source of the mistrust of the witness among certain deputies.

A former deputy who served in the South L.A. Station described Carl Mandoyan as the shot caller at the station at the time. The witness claimed that it was widely known in the Department that Mandoyan was a Reaper. As in other stations, the witness noted that unpopular directives were “pushed back” against by work slowdowns. Some of the friction was with a captain who was acting in accordance with a directive from Sheriff McDonnell to “crackdown” on deputy misconduct.

The witness reported that to get into the Reapers one needed to have a “force incident” and look for an opportunity to shoot people. The other condition was that you “not be a rat.”

The witness’s experiences as a non-Reaper included being “slammed on calls.” The dispatcher repeatedly instructed the witness to answer calls for which other deputies refused to provide back up the witness requested. The witness described one incident in which the witness made a traffic stop and asked for a unit to back up. None came and the suspect ran away.

Another deputy who required anonymity described an incident at the beginning of the witness’s career in patrol. The witness pulled over a suspect who was apparently intoxicated and “out of it”. The witness said that the suspect appeared unaware that there was a gun on the passenger side front seat, did not reach for the gun, and did not resist arrest. When reporting the incident and booking the gun a Reaper ridiculed the witness for not shooting the suspect and claiming that he had “reached” for the

weapon.

Captain Angela Walton testified that in her 27 years of service there have always been Deputy Cliques in the Department and that they continue to exist to this day. Walton described her experience at Lennox Station at the beginning of her career when the Reapers were a well-recognized presence in the station. She identified Larry Del Mese, who later became Sheriff Villanueva's first Chief of Staff, as the "shot caller" at Lennox.

Walton observed that the Reapers were running the Lennox Station, particularly the early morning shift. After Walton obtained a position as a training officer on an interim basis, she was driven to a golf course and told by a deputy Reaper "we don't like you."

Walton testified that the Reapers set out to make her fail as a training officer. She recalled, for example, a trainee who was a father. Walton allowed the trainee to call his children to say good night. The Reapers roundly criticized her for that accommodation and for allowing her trainee to eat lunch.

Walton described an attempt to intimidate her by posting her business card on a bulletin board at the station with a large "X" drawn through it. Further attempts at intimidation were frequent service calls from a Reaper in charge of dispatch. Walton said that the volume of calls alone adversely affected her ability to perform her job.

Walton experienced the scope of the Reapers influence when she delivered a prisoner to the Compton Station. While in Compton, Walton encountered a former colleague, and engaged in social "catch up" conversation. Walton's brief delay from work for this social purpose was relayed by a Reaper who worked at Compton to a Reaper who worked at Lennox. According to Walton, her conversation with a former colleague demonstrated that the Reaper influence was not confined to a single station,

and it was used as a basis for criticism of her by the Reapers as part of their attempt to drive her from the station. When Walton sought a position at the Lancaster Station, she realized that she had a “jacket;” i.e., a negative reputation spread by the Reapers which included this supposed transgression.

4. Century Station

Retired Chief Gooden, who had more than 25 years of service in the Department, described how Century Station essentially operated on its own, apart from the Department’s command structure. He heard from deputies that if there were “problems” that the deputies would “handle that” and there was to be no involvement of the operations leadership of the station.

Chief Gooden recounted that during his tenure at MCJ the “2000 boys and 3000 boys” staged gladiator fights between jail inmates. Another witness stated that the 2000 boys were “heavy-handed white guys” who encouraged the use of force in large numbers at MCJ and eventually transferred to Century Station.

Chief Gooden also testified about the Department employees’ fear of retaliation should they speak out. He recounted female custody assistants explaining their concern to him in connection with deputy misconduct in MCJ.

When Gooden became a captain at Century Station he was concerned about the history of problems associated with the station. He learned that deputies were involved in personnel decisions, including determining who would receive the coveted position of training officer.

There were two problematic groups of deputies at Century Station at the time. One was the Regulators. The other was the Spartans. Gooden described the competition for control of the station between them and recounted how there was even a dispute over one group taking and refusing to allow the other group to use a

station canopy for an event.

A witness requiring anonymity who worked at Century Station for approximately a decade said that the Regulators and Spartans were actively engaged in misconduct. The witness said that the Regulators' shot caller was the scheduling deputy. The witness claimed that Commander Kerry Carter and then Chief April Tardy knew of the presence and activities of the Regulators at the station. According to retired Assistant Sheriff Robert Olmstead, the entire Department leadership knew about the Regulators because the Regulators installed a large monument honoring themselves on the premises of the Century Station that remained in place for several years.

The anonymous witness described a Regulator sponsored fundraising poker game to support the Baker to Vegas run. The Regulators used female deputies as "cocktail waitresses" at the event. The female deputies received personal and administrative days off so they could work at the poker game. The witness reported that the Spartans were angered by the event and sought an equal amount of time off. A Spartan left a threatening note under the door of the captain who denied the request.

The COC reviewed the content of a March 16, 2015, anonymous letter to Sheriff McDonnell that claimed the Spartans' tattoo "represents 'putting in work,' such as unjustified beatings, falsifying reports of beatings, gladiator fighting, and intimidating other employees or inmates who interfered."

Another witness who insisted on anonymity for fear that the witness' career would "be over" if the cooperation were revealed, stated that there was a "book" that the witness had reviewed that identified the name and the date each Regulator received a tattoo. The witness said that there were twenty-five identified members. The book also recited the creed that reflected a commitment to "proactive policing."

The witness described the creed as “propaganda.”

The witness also described the “tax” the witness was required to pay. For example, in connection with the Baker to Vegas run the witness was required by a training officer to pay more than \$100 for a photograph of the 1960s “Rat Pack” celebrities.

The training officer mirrored the language of former Undersheriff Paul Tanaka by instructing the witness to “work the gray” and “work backwards,” which the witness was taught meant “fudging” probable cause. The witness used as an example the “teaching” that all searches in high crime areas are to be defined as with “consent.” The witness said that nobody in high crime areas ever consents. The witness said that the goal was to get arrest statistics. When the witness protested “working backwards,” the witness was described by the training officer as “a rat.” That reputation was spread through the station.

The witness said that with the passage of time the Department is filled with “gang” members, including members of the command staff. The witness said that at least 15 of the 25 Regulators have been promoted. The witness asserted that many of the promotions resulted from Undersheriff Tanaka’s efforts to promote favored deputies.

The witness said that the influence of the Regulators affected the goals of young deputies. Because of the perception that the Regulators were in control, young deputies wished to “make their bones” to gain acceptance. The witness said that goal encouraged deputies to get into shootings to establish their “bona fides.”

Special Counsel also received confidential information corroborating the assertion of multiple interviewed witnesses that tattooed Deputy Clique members currently hold important positions within the Department. Special Counsel was

informed that one specific area of influence is in the Civil Rights and Public Corruption section of the Department. Sheriff Luna has eliminated that section. It was that section which led a search of former Board of Supervisor's member Sheila Kuehl and current COC member Patricia Giggans.

Chief Gooden recounted that Interim Sheriff John Scott ordered that the Deputy Clique logos be abandoned. Shortly thereafter, however, Gooden learned that there was offsite sale of clothing with the prohibited logos.

5. Lancaster and Palmdale Stations

Angela Walton described her experience with Lancaster Station over several years. She testified that when her Vice Squad participated in an undercover operation, they would not reveal to the Lancaster deputies or supervisors the operation for fear that the suspects would be tipped off. While not specifically tied to Deputy Clique activity, the testimony illustrated inter- Departmental mistrust related to the absence of chain-of-command organizational supervision and the perception that sub-groups had conflicted loyalties.

Walton applied to be the Captain at Lancaster. She was the only "full Captain" applying. Since Lancaster is a contract city, city officials interviewed her for the position. She met with the Vice-Mayor who told her that he had received negative information about her. Walton understood that there was a Reaper at Lancaster Station and that the "jacket" she had obtained almost two decades before prevented her from becoming Captain of Lancaster Station.

Two non-Caucasian witnesses claimed to have been subjected to serial harassment by training officers at Lancaster Station. All training officers are Caucasian. One of the witnesses asserted that there were "bad stops" that led to searches, most often of people of color. The witness said that young deputies were pressured to write

reports of searches in “a certain way” to make the stops legally justifiable even though the reports contained false information. The witness said that the training officers insisted that certain reports be constructed either to conceal actions taken or to reflect things which did not occur. The witness has reported that these assertions are now the subject of an investigation by the Internal Affairs Bureau.

The witness’ statement was consistent with a report issued by the U.S. Department of Justice in a June 28, 2013, finding that deputies in Lancaster and Palmdale “engaged in a pattern or practice of discriminatory and otherwise unlawful searches and seizures, including the use of unreasonable force, in violation of the Fourth Amendment, the Fourteenth Amendment and Title VI.” The Department of Justice went on to note that “Some Antelope Valley Deputies wear tattoos or share paraphernalia with an intimidating skull and snake symbol as a mark of affiliation with the Antelope Valley stations.”

In a deposition in a wrongful death case, Oleg Polissky, a Palmdale Station deputy, testified that he received a Cowboys tattoo and attended a celebration with at least twenty similarly tattooed deputies. A similar tattoo appeared on the leg of a former deputy who was shot by another deputy while on a camping trip. A photo of the victim’s leg was displayed at a Special Hearing of the COC. A witness who required anonymity was told that the shooting was in retaliation for an act objected to by the Cowboys. The retaliatory shooting of out of favor compatriots is classic criminal gang activity prosecuted regularly. Another witness with direct knowledge of the circumstances, and who was the source of the first witness’ knowledge of the shooting, declined to be interviewed.

6. Aero Bureau

Aero Bureau is responsible for the Department’s helicopters. It has a small

number of assigned deputies who have the necessary pilot skills and wear a helmet that has as its logo a chicken being choked. The group is widely referred to as the “Ghetto Birds.”

A witness interviewed by COC’s staff described systematic harassment by the three senior Caucasian deputies in the Aero Bureau. The witness described them as a “clique” and the three as “shot callers.” The witness said that there were no African Americans assigned to the Aero Bureau and that as far as the witness knew there had been only one African American ever assigned to the Bureau.

Another witness, a current deputy with 20 years of service who insisted upon anonymity for fear of retribution, confirmed that the Aero Bureau takes pride in the “Ghetto Bird” logo. The witness said that a leader of the Aero Bureau openly stated that he was a Viking and was a founder of the Regulators. Another leader is a tattooed member of the Spartans. The witness described the process of coordinated “humiliation” efforts directed by the shot callers to disfavored deputies. The shot callers encouraged the others at Aero Bureau to ignore disfavored deputies.

The witness described systematic and routine harassment that caused many new deputies to leave the Bureau. The witness observed the shot callers mocking the accent of a Hispanic deputy and said that disfavored deputies had their pictures placed and defaced on bathroom walls.

The action of a small, self-selected racially harmonious sub-group is consistent with evidence regarding how Deputy Gangs and Deputy Cliques acted in numerous stations throughout the Department. The use of racially charged and disparaging logos is also consistent with their problematic conduct. Such conduct is inconsistent with fundamental principles of professional policing.

C. Obstacles to Eliminating Deputy Cliques in the Department

Among those who must participate in the solution to longstanding and widespread problem of Deputy Gangs and Deputy Cliques in the Department are the Association for Los Angeles Deputy Sheriffs (“ALADS”) and County Counsel. Neither ALADS nor County Counsel have been helpful in the past.

1. ALADS

Most deputies who are members of ALADS are not tattooed members of a Deputy Gang or Deputy Clique. According to the Rand Report as many as 15 to 20% of deputies belong to Deputy Cliques. ALADS should, accordingly, recognize that the elimination of Deputy Gangs and Deputy Cliques is in the best interests of the vast majority of its members.

The Special Counsel’s investigation has revealed, however, numerous instances in which ALADS has protected Deputy Gang and Deputy Clique members. This has included protecting deputies who engaged in gang activities involving serious misconduct against other deputies who presumably are ALADS members. There is no dispute that pursuant to the Myers-Milias-Brown Act and the National Labor Relations Act, ALADS owes a duty of fair representation to all its members. Special Counsel believes, however, that ALADS can meet its obligations without condoning the existence of Deputy Gangs and Deputy Cliques, the harm they cause to the Department, or the attendant unprofessional conduct in which members of those groups engage.

ALADS has opposed efforts by the Department to require the disclosure of tattoos affiliated with Deputy Cliques. In one example, ALADS procured a legal opinion that the First Amendment prohibits the Department from barring deputies from having tattoos associated with these groups. That opinion, which is it at odds with the

applicable law discussed below, was provided to Sheriff Villanueva, who relied upon it to assert that he was constitutionally unable to restrain the use of tattoos by Deputy Cliques even if they constituted “police gangs” as defined by California Penal Code section 13670.

In a very recent example ALADS contacted a current captain who sent an email advising deputies at his station not to get Deputy Gang/Deputy Clique tattoos because it could hurt their careers. ALADS protested that advice and told the captain to cease and desist from advising deputies about tattoos. Such communication serves both to undermine the command structure of the Department and to normalize open display of Deputy Gang and Deputy Clique membership.

Steve Biagini, a retired 37-year veteran of the Department who served as Captain in the East L.A. station, observed that because of actions by ALADS and PPOA (Professional Peace Officers Association), the supervisor’s union, he could not question an incoming transferee’s “fitness” to serve at the East L.A. station. Rather, if the deputy was on an incoming transfer list, he had no discretion to refuse the transfer. Similarly, he lacked the ability to transfer problematic deputies from the station. Biagini blamed ALADS for this limitation on supervisory discretion and the consequential harm to the Department of requiring unfit deputies to remain in stations where their problems arose.

Michael Gennaco, who was the head of the Office of Independent Review, described the institutional problems attributable to ALADS. He expects that ALADS will oppose more detailed and explicit training of deputies about the dangers of Deputy Clique affiliation, will oppose changes in the transfer and rotation system to reduce the influence of Deputy Cliques at stations and jails, and will not acknowledge the existence of problems associated with Deputy Cliques, notwithstanding the evidence

set forth above.

Gennaco used as an example ALADS' involvement in the Quiet Canon episode, another fight among deputies, some of whom were ultimately terminated. Gennaco said that ALADS ostracized the whistle blowers but backed "to the hilt" the accused. ALADS's reaction to the Internal Affairs investigation of the Kennedy Hall incident involved a similar defense of the accused even though the victims were also deputies (and presumably ALADS members).

ALADS also created obstacles to Special Counsel's investigation. Those include making a baseless contention that the COC has no subpoena power because the grant of that power by Measure R violates the deputies' collective bargaining agreement with the County. Further ALADS has contacted witnesses subpoenaed by the COC and urged them to seek specific lawyers to assist the witnesses in avoiding testimony. A subpoenaed witness reported a specific direction to call a designated lawyer who would arrange for the witness not to testify.

It is imperative that ALADS supports the elimination of the Deputy Gangs and Deputy Cliques for the benefit of its members. The repeated gang style behavior of certain Deputy Cliques has led to enormous litigation costs borne, in part by ALADS, to the detriment of ALADS' members, and significant harm to the Department's reputation with the public. Each special hearing of the COC included multiple public witnesses calling out gang behavior by deputies and expressing a community fear and hatred of deputies simply because they were members of the Department. The level of anger and mistrust publicly expressed is the tip of a sizable iceberg in the community. Elimination of Deputy Gangs and Cliques is in the best interest of all Department members. The public enmity alone increases the risk of harm to deputies. If only for reasons of their members safety, ALADS' should be a leader in eliminating

Deputy Cliques and the Deputy Gangs that grow out of them.

2. County Counsel

County Counsel bears some responsibility for enabling Deputy Cliques. After the Kolts Commission issued the first report to publicly acknowledge the existence of Deputy Cliques in the Department in 1992, Judge Kolts recommended that the County establish a civilian oversight board to ensure the Sheriff implemented reforms aimed at reducing uses of force and eradicating Deputy Gangs. The County Counsel, however, issued an opinion advising that a civilian oversight board without the Sheriff's agreement would violate state law. The Department leadership used this opinion to successfully oppose civilian oversight for many years. During this period without civilian oversight deputy gangs flourished.

The County Counsel has approved the use of County resources to pay by the hour litigation counsel to defend Deputy Gang and Deputy Clique members who have engaged in misconduct far outside the scope of their duties as deputies. Deputies who engaged in an after-hours beat downs of co-workers as an exercise of their power over other co-workers were not acting within the course and scope of their duty and yet they are supported in litigation by the County.

In connection with *Lockett v. County of Los Angeles*, 18-CV-5838-PJW in a December 2022 "Summary of Corrective Action" an Assistant County Counsel addressing the beating and tasing by Deputies Aldama and Orrego of Sheldon Lockett alleged to have been motivated by the deputies involvement in the Executioners Deputy Gang wrote "to date, there is no information or evidence obtained through any Sheriff's Department investigation to substantiate this claim[that the use of force by the deputies was motivated by their membership in the Executioners.]" In fact, as was revealed at the hearing, Aldama displayed his

Executioner tattoo at a deposition. The Court denied the County's lawyer's attempt to keep from the jury evidence of the tattoos of the deputies. The question of the relationship between the use of force, a claim ultimately settled by the County for more than two million dollars, and action in furtherance of gang membership surely was a reasonable inference to be drawn from the history of the Executioners and the disturbing facts that led to the multi-million dollar settlement.

It appears that County Counsel refused to accept the inference in light of the facts publicly known. For example, in the case of the shooting of Donta Taylor by the same deputies, Aldama admitted not only that he had an Executioner tattoo but that up to twenty other deputies had the same tattoo. The Taylor case settled for seven million dollars. It appears that notwithstanding almost ten million dollars in County paid settlements that the County Counsel refused to accept the inference widely drawn by the media and the community.

As Michael Gennaco has made clear, County Counsel has not supported meaningful risk management and other efforts to address the problem of Deputy Cliques on the front end; that is, working to root out the problems before they result in litigation as opposed to paying after-the-fact litigation costs, settlements, and adverse judgments. He recalled a handwritten document describing a Regulator tattoo, which stated that "if you kill add smoke" to the tattoo. Gennaco stated that County Counsel urged no action because of concern that the Department would be sued if it took action in response to the tattoo.

The COC believes that County Counsel is aware that former Sheriff Villanueva relied upon a withdrawn and legally erroneous 2014 opinion to claim that he could not end the tattooed Deputy Cliques. Despite the COC's request, the COC has been informed that County Counsel has advised the Board of Supervisors not to release an

opinion that fully sustains the COC's recommended policy change. By this simple act County Counsel gave cover to a regime that at minimum tolerated, if not rewarded Deputy Gangs and Deputy Cliques.

The conduct of County Counsel creates a reasonable inference that, whatever its intentions, by its actions and inactions it has not provided meaningful assistance to eliminating Deputy Gangs and Deputy Cliques.

3. Los Angeles District Attorney's Office

The District Attorney's Office has in many instances ignored deputies who participate in Deputy Gangs and Deputy Cliques and who engage in gang-related misconduct. The Justice System Integrity Division (JSID) of the Los Angeles District Attorney's Office investigates alleged criminal misconduct by deputies, as well as all deputy involved shootings to determine whether criminal charges should be filed. In conducting its analyses, the JSID repeatedly refrains from pursuing evidence that a sheriff's deputy accused of potential criminal activity or unconstitutional is affiliated with a Deputy Gang or Deputy Clique. For example, JSID declined to file criminal charges against four alleged Banditos who severely beat other deputies at an off-training party at Kennedy Hall. Despite substantial evidence that incident was, in effect, a "gang beat down," the JSID discounted a gang-related motive, writing: "Although there was some mention of a subculture of "Bandtios" existing at the ELA station, the Banditos was not a focus of this investigation nor were suspects identified as being part of this subculture.... At no point in this investigation did any witnesses indicate that the Banditos were equivalent to a gang or any type of criminal enterprise."

The JSID memo is factually wrong—several witnesses interviewed in Special Counsel's investigation have characterized the Banditos as a "gang"—and betrays a

reluctance to pursue any evidence of gang affiliation or a gang-related motive for alleged misconduct. As the Inspector General concluded in his October 2020 report, “Having received what appears to be a purposefully perfunctory investigation by ICIB (which did not gather evidence of the motive behind the alleged assault at Kennedy Hall) the LADA office did not request statements be taken from the uncooperative witnesses or compel a grand jury to compel statements.”

The District Attorney’s Office also has failed to require the Department to disclose the identity of known Deputy Gang and Deputy Clique members who are to testify as prosecution witnesses in criminal trials. The District Attorney’s Office does not require Deputy District Attorneys to ask prosecution witnesses whether they belong to a Deputy Gang. The failure to obtain and to disclose potentially exonerating or impeaching testimony favorable to the defense raises significant constitutional issues under *Brady v. Maryland* (1963) 373 U.S.83.

D. The Elimination of Deputy Cliques is Constitutionally Permissible

Applicable law permits disciplinary actions, including termination, based upon a deputy’s joining or participating in an internal Deputy Clique. The overwhelming evidence presented at the public hearing, and developed in extensive interviews, demonstrates that Deputy Cliques encourage excessive force, undermine supervision, destroy public trust, are discriminatory, disruptive, and act contrary to fundamental principles of professional policing. With these elements Deputy Cliques are properly defined as gangs within the definition of Penal Code Section 13670. These characteristics make the elimination of the Deputy Cliques constitutionally permissible. Indeed, they make the elimination of these Deputy Cliques and Deputy Gangs a constitutional imperative.

The activities of and dangers created by Deputy Cliques meet the balancing test

required to ban or limit membership in these groups. *Pickering v. Board of Education*, 391 U.S. 563 (1968) established the required “balancing” test. The Ninth Circuit applied the test in *Hudson v. Craven*, 403 F.3d 691, 696 (9th Cir. 2005). The balance to be weighed is: “(1) [W]hether the speech that led to the adverse employment action [i.e., prohibiting Deputy Cliques] relates to a matter of ‘public concern’; and (2) whether, under a balancing test, the public employer can demonstrate that its legitimate interests outweigh the employee’s First Amendment rights.”

Based upon the “public comment” at COC’s special hearings and COC regular meetings and the multiple public reports going back to the Kolts Commission in 1992, the existence and conduct of Deputy Cliques are plainly matters of “public concern.” The COC has heard moving statements by friends and family members of deceased or injured individuals impacted by the activities of Deputy Cliques. The treatment and gang activities of Deputy Clique members toward their brothers and sisters in uniform is a chilling statement of the paramount interest of the Department and the County in protecting its own employees and not tolerating persistent violations of law and fundamental principles of professional policing. The public is well advised to be “concerned” and to view the evidence of such misconduct directed toward fellow deputies and assume that they, as outsiders of the organization, can only expect worse treatment.

In *Piscottano v. Murphy*, 511 F. 3d. 247, 274-277 (2nd Cir. 2007), the court concluded that correctional officers’ membership in the Outlaws Motorcycle Club, an organization that had engaged in criminal activity, presented an issue of “public concern.” Here, both extensive law enforcement testimony and evidence and the public comments demonstrate that Deputy Clique membership is a matter of public concern. *Accord, Godwin v. Rogue Valley Youth Corr. Facility* 656 App’x 874, 875 (9th

Cir. 2016).

In the balancing of competing interests prong of the test, the employer needs to show that “the employee’s activity is disruptive to the internal operations of the governmental unit in question” and the disruption is significant enough so that it “impairs discipline by superiors or harmony among co-workers, has a detrimental impact on close working relationships...or impedes the performance of the speaker’s duties or interferes with the regular operation of the enterprise.” *Melzer v. Bd. of Educ of City Sch. Dist. of City of New York*, 336 F.3d 185, 197 (2nd Cir. 2003).

Courts have consistently found that a “law enforcement agency has a heightened need for order, loyalty, morale and harmony which affords a police department more latitude in responding to the speech of its officers than other government employers.” See e.g., *Doggrell v. City of Anniston, Alabama*, 277 F. Supp. 3d 1239, 1258 (N.D. Ala. 2017); *Turner v. United States Capital Police*, 34 F. Supp. 3d 124, 143 (D.D.C. 2014); *McMullen v. Carson*, 754 F.2d 936 (11th Cir. 1985) (Ku Klux Klan membership sufficient to terminate a Sheriff’s deputy.). Further, the efficiency, security, and integrity of the Department law enforcement function easily outweighs the “associational rights” of a Deputy Clique member.

In short, the applicable law establishes that, based upon the facts found by Special Counsel, and the evidence offered in public hearings conducted by the COC that the elimination of Deputy Cliques is well within the constitutional bounds of the Department. Not only is it permissible, but it is also a necessity.

IV. FACTUAL FINDINGS SUMMARY

Special Counsel’s investigation of Deputy Gangs and Deputy Cliques in the Los Angeles Sheriff’s Department demonstrates that it is time to eradicate this 50-year plague upon the County of Los Angeles, its residents and the Department’s employees

who do not belong to, or wish to be associated with, the Deputy Gangs or Deputy Cliques. The fine distinction, if any, between “Deputy Gangs” and “Deputy Cliques” is not important. The evidence has shown that Deputy Cliques regularly devolve into discriminatory, exclusionary, and dangerous associations that challenge the core goals of law enforcement.

Accordingly, Special Counsel sets forth below recommendations to the COC to urge Sheriff Robert Luna to accomplish this goal. The COC should work with the Sheriff and the Department in facilitating enactment of the recommendations and monitoring the results.

V. RECOMMENDATIONS TO ELIMINATE DEPUTY GANGS AND CLIQUES

On February 14, 2020, the COC passed a resolution recommending that the Department enact a policy “prohibiting joining and participation in deputy cliques.” A copy of the resolution and preamble is attached as Exhibit A.

The COC defined Deputy Cliques “as groups of Sheriff’s deputies within a particular patrol station, bureau or unit who self-associate as a subgroup to the exclusion of others in their station or unit.” The term “Deputy Cliques” when used within the Department was intended to minimize the problem created by such groups.

The harmful effects of groups of deputies who self-associated and acted to exclude other deputies by identifying with symbols and names designed to separate themselves from the Department had a principal focus upon the harm caused to the Department and to excluded members. Special Counsel urges the COC to reiterate its request that the Sheriff enact a policy prohibiting deputies from joining, participating in or soliciting others to join a Deputy Clique.

However, Special Counsel urges the COC to go further. As expressed above, as defined in the COC proposal, the term “Deputy Cliques” encompasses subgroups that

engage in misconduct directed against the community such as excessive force and violations of constitutional rights. The factual investigation has revealed widespread, deliberate misconduct that at minimum violates fundamental principles of professional policing and in many cases appears to violate the law. The time has now come for a policy that expressly prohibits not just the internally harmful effects of Deputy Cliques, but the external, community harmful acts of Deputy Gangs. Such harmful acts include falsified police reports, unlawful searches and seizures, misuse and excessive use of force and discriminatory enforcement of law. Proof that the community, particularly the communities of color, are suffering because of gang behavior is epitomized in the recently released body-camera footage of Deputy Sabatine as he exercised his authority by pointing a gun at an African American man sitting in his parked car without any evidence of a crime.

Now is the time to eliminate all these problematic groups, Deputy Cliques and Deputy Gangs. The factual findings compel the COC to urge the Sheriff to adopt the following recommendations:

A. LEADERSHIP AND SUPERVISION

- 1. The Sheriff must clearly, promptly and unequivocally articulate his vision, policies, and objectives in addressing the problem of Deputy Gangs and Deputy Cliques.**

Deputy Gangs and Deputy Cliques, and their adverse effects on the community and the Department need to be eliminated. This is easier said than done, but it will never be done unless the Sheriff promptly announces that Deputy Gangs and Deputy Cliques will no longer be tolerated. He should make clear that this is a top priority, and he should state his intention to make this happen immediately. He must also promptly adopt policies calculated to achieve this goal and see that these policies are enforced.

2. Adopt a policy that clearly prohibits deputies from participating in Deputy Gangs, as defined in Penal Code Section 13670.

Special Counsel's investigation has revealed that, despite 50 years of known Deputy Gangs and Deputy Cliques within the Department, these problematic groups continue to operate at several of the Department's patrol stations, engage in gang like activities and no Sheriff has adopted a policy banning participation in such groups. Moreover, the State legislature has mandated that every law enforcement agency in the State of California "shall maintain a policy that prohibits participation in law enforcement gangs and make violation of that policy grounds for termination." PC Section 13670(b). Moreover, the legislature has defined the term "law enforcement gang." The current Sheriff's predecessor failed to implement a policy banning law enforcement gangs within the Department. Such a policy should be adopted without further delay.

3. Adopt a policy that prohibits deputies from joining, participating in and soliciting others to join Deputy Cliques.

Given the Department's long history of exclusionary deputy subgroups, it will not be enough merely to prohibit participation in deputy or law enforcement "gangs." Ending this problem requires a prohibition against joining and participating in Deputy Cliques. In April 2021, the COC proposed that the Department adopt a policy that prohibits deputies from joining, participating in, or soliciting others to join a Deputy Clique. The COC's proposed policy was accompanied by a preamble that explained the need for such a policy and provided definition to the term Deputy Clique.

As noted above, Special Counsel urges that the Sheriff adopt the COC's proposed policy. Violators of the policy would be subject to discipline, up to and including termination. The indispensable element to ending this 50-year harm to the

Department and the public is adopting the recommended policy to send a strong message that belonging to a Deputy Clique is no longer going to be tolerated, that gang behaviors are a thing of the past and this Sheriff is fully committed to rid the Department of these groups.

All Deputy Gangs have sprung from Deputy Cliques, and the clique-culture is deeply embedded in the Department. This cancer in the Department must be excised.

4. The Sheriff should develop a departmentwide initiative to end Deputy Gangs and Deputy Cliques.

As noted above in the Factual Findings, Deputy Gangs and Deputy Cliques are secretive, exclusive, and often employ intimidating, unprofessional, or controversial graphics, including body tattoos. They diminish the public's trust in the Department, undermine supervision and the chain of command, are detrimental to the morale of other Department members, and negatively impact the Department's effectiveness and professionalism in executing its mission. The elimination of these groups requires buy-in at all levels of the Department. The Sheriff should announce a department-wide initiative banning Deputy Gangs and Deputy Cliques. All executives, managers, and supervisors must be openly and unequivocally committed to conveying the Sheriff's policy, and objectives to Department personnel. As the Rand study stated, "Culture eats policy." The Sheriff's leadership team must change the culture of stations, jails, and other bureaus or units where these groups exist.

5. The Sheriff should seek the support of ALADS and PPOA, for his vision, policies and objectives regarding Deputy Gangs and Deputy Cliques.

ALADS and PPOA need to be part of the solution and recognize that the elimination of Deputy Gangs and Deputy Cliques is in the overall best interests

of their members.

6. Any captain who is unable or unwilling to support the Sheriff's policy without reservations should be subject to appropriate discipline ranging from transfer to a less critical position with little or no presence of Deputy Gangs and Deputy Cliques to termination for insubordination in the Sheriff's considered judgment and pursuant to required due process.
7. The Department should consider assigning a senior captain and a newly promoted captain to larger, high activity stations to ensure maximum supervision and mentoring of lieutenants and sergeants while retaining full accountability within the paramilitary structure of the Department.

Although a single captain heads Sheriff's patrol stations, there is a precedent for having two captains oversee a facility in the Custody Division. MCJ, Twin Towers Correctional Facility, and North County Correctional Facility all have two captain organizations—one for operations and one for administrative functions. Assigning two captains to larger, busier patrol stations, particularly those with a history of entrenched Deputy Gangs and Deputy Cliques, will enhance the ability of captains to address the continuing problem of these groups and help ensure that such groups will not be formed in the future. If the Sheriff does not believe a two-captain approach is well advised, he should report his reasons to the COC.

B. POLICY AND TRAINING

1. As set forth in recommendations A (2) and A (3) above, the Sheriff should adopt and promptly implement a clear policy to address the need to eliminate Deputy Gangs and Deputy Cliques and prohibit tattoos that depict violence which must be supported, and explained by the Sheriff's leadership team.

As defined earlier in this Report, a Deputy Clique is an association of deputies within a station or unit that is secretive and invidiously exclusionary and often adopts images, including matching tattoos depicting violence or the use of deadly force. These sub-groups have been fairly and frequently defined as Deputy Gangs. As stated in Recommendations No. A (2) and A (3) above, the Sheriff should immediately bar all deputies from joining, participating in, or soliciting others to join Deputy Gangs and Deputy Cliques. In addition to adopting this policy, the Sheriff should promulgate additional policies to help eradicate Deputy Gangs and Deputy Cliques, including a policy that prohibits new deputies hired after the date of the issuance of Recommendations A (2) and A (3) from having tattoos that depict violence, the use of deadly force or any iconography that might reasonably be found offensive to the public. Current Department members should also be prohibited from acquiring such tattoos after the date of the issuance of the policy. Any current Department member who acquired a Deputy Gang or Deputy Clique tattoo prior to the adopting of the policy should be required to ensure that it is not visible while the member is on-duty, on Department or County property, or is representing the Department away from the workplace.

A review of stations and jails should be conducted to determine which facilities have unprofessional station/jail/bureau logos. Unit commanders should be

accountable for the removal of decals, flags, bumper stickers, decorations, or other depictions of unprofessional symbols inappropriate for representing Department units. All managers and supervisors must be responsive to the existence of graphics or other symbols representing prohibited Deputy Gangs or Deputy Cliques or offensive station/jail/bureau logos such as “Ghetto Birds” or “Ft. Apache.” They should be removed, and misconduct investigations should be initiated to determine which personnel are responsible for such graphics or symbols if they reappear in the future.

2. The Department should investigate violations of the policy banning joining or participating in Deputy Gang and Deputy Cliques and refer violations for discipline.

A primary consequence of any violation of the Sheriff’s policies regarding Deputy Gangs or Deputy Cliques should be a misconduct investigation followed by appropriate discipline which should range from suspension through demotion to discharge consistent with due process. Department personnel should also be advised that the Department will enforce Penal Code Section 13670.

3. The Department’s leadership team should consistently and recurrently emphasize the adverse career consequences of creating or joining a Deputy Gang or Deputy Clique.

Although this task belongs to personnel of every rank, the time commitment must increase with each successively lower rank. Notwithstanding the importance of a captain-level manager to set the tone for deputies, lieutenants and sergeants, lieutenants and sergeants spend the most time with deputies. They therefore must be most accountable for communicating to deputies under their supervision the adverse consequences of becoming involved with Deputy Gangs and Deputy Cliques. Captains ultimately are responsible for and must be held accountable for the performance of

lieutenants and sergeants.

4. **The Department must implement a procedure for notifying the District Attorney's Office if a deputy testifying as a witness participates in a prohibited Deputy Gang or Deputy Clique.**

Compliance with Federal and State law, including compliance with *Brady v. Maryland* (1963) 373 U.S. 83, requires the District Attorney's Office to disclose if a deputy testifying as a prosecution witness participates in a prohibited Deputy Gang or Deputy Clique that might bear upon the witnesses' credibility. The confidentiality of law enforcement personnel files does not relieve the prosecution of its constitutional obligation to disclose impeaching information for any deputy testifying as a prosecution witness. Sheriff Luna and his designees should consult with the District Attorney's Office to devise an appropriate procedure for the Department to notify the District Attorney's Office that a deputy is participating in a prohibited Deputy Gang or Deputy Clique so that prosecutors can make the required disclosures, if any, to the defense.

5. **The Department should actively investigate violation of the policy prohibiting joining, participating in or soliciting deputies to join Deputy Gangs and Deputy Cliques**

Sheriff Luna should remedy the Department's longstanding failure to investigate Deputy Gangs and Deputy Cliques. After Recommendation No. 2, above is adopted, the Department should make reasonable efforts to learn whether deputies continue to participate in such groups, as the Department did in 1973 with the Little Red Devils and in 2013 with the Jump Out Boys.

6. **The Department should train supervisors how to mentor deputies about the adverse consequences of involvement in Deputy Gangs and Deputy Cliques.**

In 2016 the Department initiated a departmentwide mentoring program for deputy personnel named the "Sergeants' Mentoring Initiative." The objective of the program was to equip and inspire the sergeants to provide to their deputies meaningful, practical, recurrent mentoring about decision-making and conduct in law enforcement and custodial services. The program was designed to (1) emphasize the high aspirations associated with public safety services, (2) stress the importance and difficulty of the decisions required of peace officers, (3) acknowledge the temptations and pressures prevalent in law enforcement, and (4) enhance deputies' capacity to apply foresight, perspective and wisdom to their decision- making and conduct.

7. **The Department should implement a series of community meetings involving patrol station captains, commanders, and chiefs to ascertain the impact of Deputy Gangs and Deputy Cliques on community relations.**

The Department should implement at every station a Community Advisory Committee ("CAC"). The committees should consist of community members who have been vocal in their criticisms of law enforcement in addition to station "boosters" who volunteer for membership.

The periodic meetings should be attended by committee members, other members of the community, and station personnel, including the captain, dedicated lieutenant, sergeants, and special assignment and other deputies as necessary. These meetings constitute excellent forums for Department personnel to learn about community concerns. The topic of Deputy Gangs and Deputy Cliques must be an

agenda item of these meetings.

C. RE-DEPLOYMENTS AND ROTATIONS

Special Counsel recognizes the complexity of the Department, as well as the difficulty of managing the second largest local law enforcement agency in the country, with its large geographical area, responsibilities for operating the largest county jail system and the largest local court system in America and its duty to police over four million residents.

Special Counsel also recognizes that re-deploying or transferring deputies who belong to a Deputy Gang or Deputy Clique from one unit or patrol station to another has in certain circumstances resulted in moving but not necessarily solving the problem. The clearest illustration of this was the transfer of substantial numbers of deputies who were members of the 2000 and 3000 Boys to the same patrol stations they selected as their preferences, i.e., Compton and South L.A. Stations, respectively. Nonetheless, the use of the Sheriff's authority to re-deploy, transfer and rotate assignments is a valuable tool that can help eliminate Deputy Gangs and Deputy Cliques within the Department and, importantly, preventing their formation and re-emergence.

In interviewing non-Department law enforcement managers, as well as former Department leaders, Special Counsel recognizes that other law enforcement agencies use re-deployment and assignment rotation to minimize the risk of problematic officer or deputy groups forming in those agencies. It is an available and appealing strategy here. While not a panacea, it would provide an additional remedy and the mere announcement of the policy could serve a prophylactic effect.

Moreover, the evidence adduced demonstrates that the Department's decentralized station-based structure has played a significant role in fostering Deputy

Gangs and Deputy Cliques. Deputies' loyalties extend to the station rather than to the Department as a whole. Indeed, tattoos often are associated with the first or "home" station of the deputy.

At a minimum, the Sheriff should provide a report to the COC on his perception of the viability and likelihood of success of the rotational plan set forth below.

Special Counsel urges that the Sheriff implement the following recommendation for re-deployment and periodic rotations of deputies within patrol and custody:

1. **The Sheriff should use his authority to re-deploy and rotate deputies based upon the needs of the Department for the Department to eliminate the formation and re-emergence of Deputy Gangs and Deputy Cliques.**

The Sheriff should consider making such re-deployments or transfers within a geographic patrol or custody division, where possible, to avoid undue hardships. The Sheriff should also consider rotating all patrol deputies (after completion of field training) no later than the end of their first year in patrol to another patrol station within the Division. The Sheriff should also consider rotating all patrol deputies in periodic rotations, no longer than every five years, or sooner, to another station. The CCJV recommended and the Department implemented frequent rotations of deputies within the facilities of the County Jails. The rotational policy played a role in breaking up of the 2000 and 3000 Boys and reducing excessive force in MCJ. The rotation of deputies serving in Custody divisions should continue.

To effectively use the Sheriff's authority to re-deploy, Unit Commanders should take necessary actions to address the problem of Deputy Gangs and Deputy Cliques under their commands, including recommending to their Chiefs transfers of problematic deputies. Captains must be focused upon the rotation options and actively

participate in informing Commanders and Chiefs of the utility and results of such transfers.

2. **The Department should re-assess the dual career track for Custody/Court Services and provide a written report to the COC explaining what factors impede implementation.**

Having more deputies in Custody or Court Services who want careers in those Divisions may allow other deputies to go directly to patrol from the academy or shorten the time that other deputies spend in Custody after the academy.

3. **The Department should assess the feasibility of first assignments to patrol rather than jail facilities and provide a written report to the COC explaining what factors exist, if any, impede implementation.**

D. ACCOUNTABILITY

1. **The Sheriff should ensure that senior executives and unit leaders, notably captains and commanders are implementing the Sheriff's policy, vision and objectives regarding Deputy Gangs and Deputy Cliques.**

A segment of the weekly Executive Planning Council meeting (Sheriff, Undersheriff, Assistant Sheriff, Division Chiefs and various staff members) should be devoted to discussion of the progress of the initiative to end Deputy Gangs and Deputy Cliques. Identified obstacles should be remedied quickly.

2. **The Office of Inspector General should monitor implementation of the policy banning, joining or participating in Deputy Gangs and Deputy Cliques.**

Because of the imperative of implementing policies to eliminate Deputy Gangs

and Deputy Cliques, Special Counsel recommends that the COC request the Office of Inspector General to deploy its resources as additional “eyes and ears” to ensure the policy recommendations A (2) and A (3) are implemented fully and with alacrity.

3. Promotional considerations should include an evaluation of evidence that a member under consideration for a promotion is currently involved in a Deputy Gang or Deputy Clique, including the nature and extent of the member’s involvement and whether it was before or after the date of the policy issued by the Sheriff.

Past administrations have promoted tattooed Deputy Gang members to the highest levels of leadership in the Department. Most notably, Sheriff Baca promoted Paul Tanaka, a tattooed Viking, to Undersheriff. More recently, Sheriff Villanueva promoted Timothy Murakami, a tattooed Caveman, to Undersheriff and Lawrence Del Mese, a tattooed Grim Reaper, to Chief of Staff.

Promoting Deputy Gang members into leadership positions reinforces the power of Deputy Gangs and Deputy Cliques and undermines the ability of officials to implement reforms aimed at eliminating them within the Department. For example, former Undersheriff Tanaka’s recommendation encouraging investigative tactics “close to the line” and “in the gray area” became part of the Jump Out Boys creed.

Current or former Deputy Gang and Deputy Clique members in leadership positions will have difficulty enforcing new prohibitions against other deputies joining a Deputy Gang or Deputy Clique because their own tattoos and past participation renders them vulnerable to accusations of, at minimum, hypocrisy. Former Chief of Staff Del Mese testified that he had his Reapers tattoos removed at about the same time as the former Sheriff appointed him Chief of Staff because he understood that the tattoo had come to be a “liability” and “a bad look.”

Consequently, the Department should inquire if a deputy under consideration for a promotion is or was Deputy Gang or Deputy Clique affiliated and must carefully evaluate the Department wide implications of promoting those who actively participated in such groups.

4. **The Department should include a standard set of questions regarding a deputy's current affiliations with Deputy Gangs or Deputy Cliques in the use of force review process and in administrative and internal criminal investigations.**

This recommendation does not assume a *per se* causal connection between membership in a Deputy Gang or Deputy Clique, or the fact that a deputy has a tattoo reflecting involvement in such a group, and unlawful use of force or misconduct. It is, however, important to recognize that the community widely assumes such a causal connection.

Members of communities policed by Deputy Gangs and Deputy Cliques widely infer a connection between such groups and excessive uses of force. The U.S. Commission on Civil Rights report, the Loyola Report and the report of the National Association of Blacks in Criminal Justice noted that stations with active Deputy Gangs have significantly more deputy involved shootings than stations without Deputy Gangs, even when the overall crime rates in the station-districts are comparable.

The questions must enable an assessment of the possibility or likelihood of a connection, without any presumption. If there is evidence indicating even a possible connection between a deputy's membership in a Deputy Gang or Deputy Clique and a use of force incident or misconduct, investigative steps should be taken to determine the nature and extent of the connection. In any such cases, the Office of the Inspector General should be notified and asked to monitor the progress of the investigation.

5. **The Department should ensure that captains are notified of deputies involved in force incidents or personnel misconduct investigations who have affiliations with Deputy Gangs or Deputy Cliques, including tattoos associated with such groups.**

The Department should codify this recommendation as a rule in the Department Manual of Policy and Procedures. The responsibility for making this notification will normally fall to an investigator at the captain's own unit of assignment, or to an Internal Affairs Bureau or to Internal Criminal Investigations Bureau investigator. However, anyone who obtains such knowledge must promptly notify the concerned captain, either directly or through the chain of command.

6. **The Department should ensure that the CompStat process for risk management indicators regarding the existence of Deputy Gangs or Deputy Cliques within a patrol station or other Department unit is implemented and is effective in assessing the risk mitigation efforts of unit commanders.**

The Department previously instituted a CompStat process, also referred to as the Sheriff's Critical Issues Forum (SCIF). The Department initially used it primarily in patrol divisions, but later extended to every division involved with large scale risk management issues. LAPD has successfully employed a CompStat process that allows measurable results. Such statistics driven analyses can assess unit commanders' efforts to successfully manage their responsibilities. SCIF or other statistics driven analyses will assist in the responsible operating of the Department and provide another forum for evaluating progress on efforts to end Deputy Gangs and Deputy Cliques. The Department should track force incidents by shifts or deputy partners, checking for, and assessing, patterns that may indicate the need for re-assignments, transfers or,

discipline.

The Department should implement a “performance mentoring” process, overseen by Risk Management Bureau (“RMB”). The object of the program should be to identify “at-risk” employees by means of the automated “early identification and intervention system”.

Active management will determine the cause and the means of rectifying patterns of problematic conduct. Where leadership perceives the behavior as curable and non-recurrent, a mentoring program specifically designed to help the employee avoid future misconduct should be enacted.

7. The Department must ensure that captains hold sergeants and lieutenants accountable for deputies under their supervision involved in Deputy Gangs and Deputy Cliques.

It is essential that captains and lieutenants back up sergeants who face insubordination from members of Deputy Gangs and Deputy Cliques. Fulfilling this recommendation is a fundamental duty of captain- and lieutenant-level managers. They must assess lower ranking managers and supervisors as to their commitment to convey, support and enforce the Sheriff’s vision and intentions about Deputy Gangs and Deputy Cliques. Failure on the part of a captain to meet this obligation should be grounds for transfer or other appropriate employment action.

8. The Department must ensure that sergeants actively and recurrently mentor deputy personnel and enforcement of the policy prohibiting Deputy Gangs and Deputy Cliques.

For sergeants to succeed in conducting the policy prohibiting Deputy Gangs and Deputy Cliques they must be supported by the chain of command. The persistence of these groups is due in part to sergeants perceiving that higher ranking officers will not

support them. With that perception, much of the incentive for a sergeant to actively seek to eliminate such groups is removed. Creation and systematic use of a data base tracking the date, time, setting, duration, topics covered, personnel in attendance, and identity of mentor will allow assurance that the policy of the Sheriff is reenforced by those closest to the deputies who might consider participation in a Deputy Gang or Deputy Clique.

9. The Sheriff should flatten the chain of command by eliminating at least one layer of supervision between him and the captains running patrol stations.

As noted earlier in this Report, the Department's decentralized station- based structure has played a significant role in fostering Deputy Gangs and Deputy Clique. Deputies' loyalties are extended to the station rather than to the institution of the Department as a whole.

Despite some Sheriffs' prior efforts to eradicate Deputy Gangs and Deputy Cliques some patrol station captains where these groups have flourished have found it easier to do nothing than take them on. The COC interviewed several captains of stations with widely known, active Deputy Gangs or Deputy Cliques who professed to know nothing about them despite extensive media coverage of scandals and widespread awareness of deputies of their presence. Because of the relative ease of the "do nothing" choice, information has not consistently flowed up to Commanders, Chiefs, and Assistant Sheriffs. That must change. Shortening the chain of command will assist the Sheriff in seeing that his policies will be enforced.

Currently, there are six layers of reporting from a Captain of a Patrol Station to the Sheriff (Captain to a Commander to a Chief to an Assistant Sheriff to the Undersheriff to the Sheriff). This top-heavy structure has led to a level of autonomy at

certain patrol stations that has contributed to the continuation of these groups. Some have equated patrol stations to functioning more like fiefdoms than integral parts of a command structure where policy is implemented throughout the Department.

This level of autonomy would be ameliorated by a shorter chain of command which the Sheriff could accomplish in a number of ways. At a minimum, the Assistant Sheriff for Patrol Operations should be a direct report to the Sheriff.

10. The prohibition against joining or participating in Deputy Gangs or Cliques should be a condition of employment.

Once the Sheriff adopts Recommendation No. 2, above, non-participation in Deputy Gangs or Deputy Cliques should be an express condition of employment. Such a condition will make clear from inception what will not be tolerated by the Department.

VI. CONCLUSION

Special Counsel respectfully urges the COC to consider the factual findings and recommendations in this report and to deliver the report to Sheriff Luna for his consideration.

There can be no doubt that Deputy Gangs and Deputy Cliques have been, and still are, responsible for undermining discipline, morale, and safety of the public and Department personnel. Deputy Gangs and Deputy Cliques, as the seed from which Deputy Gangs grow, must be eliminated. Sheriff Luna has an opportunity to set the Department on the right path in the best interests of the Department and the community. Special Counsel recommends that the COC adopt the Report and Recommendations and deliver it to the Sheriff.

EXHIBIT A

CIVILIAN OVERSIGHT COMMISSION'S PROPOSED POLICY PROHIBITING DEPUTY CLIQUES

PREAMBLE TO PROPOSED POLICY

The policy set forth below is based on the following factual findings:

The existence of deputy cliques within the Los Angeles Sheriff's Department (LASD) dates back at least to 1971 and continues to the present. Deputy cliques are groups of Sheriff's deputies, assigned to a particular LASD patrol station or unit, who self-associate, self-identify and exclude other deputies assigned to the same station or unit, and thus are a subgroup within a particular station or unit. The deputy cliques identify themselves by name, e.g., the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, the Cowboys, etc., and often their members have common or matching tattoos or use hand signals, and engage in other rituals similar to street gangs.

The existence of deputy cliques within the LASD for the past fifty years has created myriad internal and external problems. Internally, the deputy cliques hurt morale within the LASD and create a shadow-system of supervision and leadership in conflict with each station's actual supervision and chain of command. Externally, the deputy cliques foster an "us-against-them culture" that leads to frequent and excessive uses of force, dishonesty, racial profiling, and the enforcement of a code of silence. The totality of deputy clique misconduct has eroded trust and mutual respect between the LASD and the communities they are supposed to serve.

The more notorious deputy cliques—such as the Vikings, the Wayside Whites, the Regulators, the 2000 Boys, 3000 Boys, the Jump Out Boys, the Posse, the Grim Reapers, the Banditos, and the Executioners—have generated scandals that cast the Department in a negative light and lawsuits that ultimately cost the County millions of dollars in settlements and judgments. The Los Angeles County Counsel has estimated that the clique-related misconduct and uses of force have cost the taxpayers at least \$55 million in settlements. The actual settlement costs are likely much higher than this because LASD leadership has refused to investigate whether any deputy involved in a shooting is affiliated with a deputy clique.

For decades, independent oversight bodies and commissions have identified deputy cliques as a serious problem within the LASD and recommended that the leadership take affirmative action to eradicate deputy cliques.

In 1992, the Kolts Commission investigated use-of-force problems associated with patrol deputy cliques, such as the Vikings, and concluded that some members "appeared at least in times past to have engaged in behavior that is brutal and intolerable and is typically associated with street gangs." (Kolts Report at 323.) The Kolts Commission recommended that LASD officials "conduct an immediate, thorough Internal Affairs investigation to root out, and punish severely any lingering gang-like behavior by its deputies." (Id. at 332.) The LASD leadership declined to implement this recommendation.

In 1999, the United States Commission on Civil Rights released a report on use of force and police misconduct in Los Angeles, which addressed deputy cliques within the LASD. (Racial and Ethnic Tensions in American Communities: Poverty, Inequality, and Discrimination: Vol. V the Los Angeles Report.) The Commission stated, "Serious allegations persist that groups of deputies have formed associations that harass and brutalize minority residents." (Id. at 220). While the Sheriff had testified at one of the hearings that the LASD had no cliques, the Commission noted that he had recently acknowledged the existence of "an organized vigilante group of LASD employees" called the Posse that assaulted mentally ill inmates in their custody. (Id.) The Commission recommended, "The LASD should initiate a careful investigation into allegations of other deputy gangs," and urged the United States Department of Justice to open an investigation, as well. (Id.)

In 2012, the Citizens Commission on Jail Violence (CCJV) investigated use-of-force problems associated with custody deputy cliques, such as the 2000 Boys and the 3000 Boys. Like the Kolts Commission, the CCJV concluded that "the Department has a long history of deputy cliques" and that "these subcultures within the Department contributed to acts of insubordination, aggressive behavior, and excessive force in the jails for many years." (CCJV Report at 101.) The CCJV warned, "Cliques of deputies that resist or undermine supervision, violate Department policies, exert negative influences over deputies, use frequent and excessive force against inmates, and engage in violent behavior against members of the public and other deputies represent threats to the very integrity, ethics, and mission of the Department." (Id. at 104.) The CCJV recommended that

“Department leaders should actively discourage membership in deputy cliques and avoid promoting or condoning a culture of allegiance to a subpart of the Department.” (Id. at 115.)

Despite these prior findings and recommended reforms, deputy cliques within the LASD have persisted. For example, a relatively new deputy clique, the Banditos, has emerged at the East Los Angeles station. Several female deputies have alleged they were pressured to provide sexual favors to Banditos in order to remain working at the station. At a September 18, 2018 off-training party, several Banditos severely beat new deputies whom they didn't want to work with at the East Los Angeles station. The Office of Inspector General (OIG) found that that the LASD internal investigation of the incident deliberately ignored the assailants' clique-affiliation as a motive for the assaults. The OIG concluded, “Substantial evidence exists to support the conclusion that the Banditos are gang-like and their influence has resulted in favoritism, sexism, racism, and violence.” (OIG, Analysis of the Criminal Investigation of Alleged Assault by Banditos (Oct. 2020) at 29.)

Another new clique, the Executioners, has emerged at the Compton station. According to a recent whistleblower lawsuit filed by a Compton deputy, the Executioners exclude African Americans and women, and assault and retaliate against other deputies who challenge their authority at the station. “Prospects” who want to join the Executioners allegedly “chase ink” (i.e., seek to obtain permission to get an Executioners tattoo) by shooting somebody to prove that they are worthy of wearing their tattoo. The whistleblower has testified that the two deputies involved in the fatal shooting of Andres Guardado were prospects seeking to join the Executioners at the time of the shooting.

While some of the historic deputy cliques are gone, there is evidence that a number of deputy cliques are still in existence. They include: the Banditos (East LA station),¹ the Cowboys (Lancaster Station),² the Executioners,³ the Grim Reapers,⁴ the Rattlesnakes (Palmdale and Lancaster stations),⁵ and the Regulators (Century Station).⁶

¹ See 50 Years of Deputy Gangs in the Los Angeles County Sheriff's Department, Loyola Law School, Jan. 2021, at pp. 4-7.

² Ibid., p. 10.

³ Ibid., pp. 10-11.

⁴ Ibid., p. 12.

⁵ Ibid., p.18.

⁶ Ibid., p. 18.

Efforts short of an outright ban on participation in deputy cliques have been ineffective. For example, despite a new policy adopted by the Sheriff in February 2020, there has not been one instance in which a deputy has been disciplined for his participation in a deputy clique.

In view of the foregoing, the only effective way of eradicating deputy cliques is to adopt the policy below which clearly prohibits, henceforward,⁷ participation in, joining, or soliciting others to join a deputy clique.

MANUAL OF POLICY AND PROCEDURES

3-01/ - Joining and Participation in Deputy Cliques is Prohibited

Department personnel shall not participate in, join or solicit other Department personnel to join a deputy clique. A deputy clique is a group of Sheriff's deputies, assigned to a particular LASD station, unit or bureau, who self-associate, self-identify and exclude other deputies assigned to the same station or unit, and thus are a subgroup within a particular station or unit. Deputy cliques identify themselves by name, *e.g.*, the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, the Cowboys, etc., and often their members have common or matching tattoos or use hand signals, and/or engage in other rituals and behaviors similar to street gangs.

Any Department employee who participates in or joins a deputy clique, or solicits another employee to join a deputy clique, will be subject to discipline.⁸

Deputy cliques include but are not limited to the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, and the Cowboys and participation in or joining these deputy cliques is specifically prohibited.

This policy supersedes and replaces 3-01/050.83 of 2/14/2020

⁷ The Policy set forth below is not intended to be retroactive. However, an employee of the LASD who joins, participates in a deputy clique, or solicit another employee to join a deputy clique on or after the effective date on which this Policy is adopted is subject to discipline for violation of the Policy.

⁸ The Table of Discipline must provide for this as a distinct MPP violation. The range discipline for violation of this policy should range from reprimand, involuntary re-assignment, to and including termination.

**Talking Points for Letters to Board of Supervisors
Opposing the Civilian Oversight Commission's
Recommendation to Rotate Patrol Deputies.**

Please address and send letters to your Board of Supervisor Member and to Board of Supervisor Member Janice Hahn. Supervisor Hahn's address is listed below:

Honorable Janice Hahn
500 W. Temple Street
Room 822
Los Angeles, CA 90012
FourthDistrict@bos.lacounty.gov

Below are some examples of talking point that can be included in your letter, if applicable to your city.

On behalf of the residents and businesses of [city], we greatly appreciate your work to improve public safety services. However, we are concerned that the recommendations to impose rotations among patrol personnel could lead to a loss of experience and community-based policing.

Involuntary transfers and work location rotations among patrol personnel will have a negative impact on the continuity and delivery of policing services provided within our city and community. We understand that fully learning the intricacies of public safety in our community requires at least two years for a deputy to learn the nuances and culture of our unique community. The rotation of patrol personnel impedes our city's ability to provide community-based policing to our residents and erodes the progress our city has made.

We understand the challenges associated with deploying bilingual deputies who meet the particular linguistic needs of our City. The rotation of deputies may lead to a loss of the Sheriff's personnel who possess this much needed skill set, personnel we have worked so hard to bring to our community.



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 3, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.