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U.S. DISTRICT COURT
DISTRICT OF MARYLAND

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CONSENT DECREE

Between the United States Department of Justice

and

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

January 22, 2004

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Prince George's County Canine Section Consent Decree

I. INTRODUCTION

A. General Provisions

1. The United States and Prince George's County, a chartered governmental corporation in the State of Maryland, share a mutual interest in promoting effective and respectful policing. They join together in entering this Agreement in order to promote police integrity and prevent conduct that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.

2. In its Complaint, Plaintiff United States alleges that Prince George's County and the Prince George's County Police Department (collectively, "the County Defendants") are violating 42 U.S.C. § 14141 by engaging in a pattern or practice of excessive force by officers of the Prince George's County Police Department Canine Section (the "Canine Section") and by the failure of the County Defendants to adopt and implement proper management practices and procedures.

3. The County Defendants deny the allegations in the Complaint. Nothing in this Agreement, the United States' Complaint, or the negotiation process shall be construed as an admission or evidence of liability under any federal, state or local law.

4. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1345. The United States is authorized to initiate this action pursuant to 42 U.S.C. § 14141. Venue is proper in the District of Maryland pursuant to 28 U.S.C. § 1391, as the Defendants reside in and the claims arose in the District of Maryland.

5. This Agreement resolves all claims between the United States and Prince George's County, Maryland involving the Canine Section of the Prince George's County Police Department in the United States' Complaint filed in this case. This Agreement also constitutes a full and complete settlement of any and all claims the United States may have against the County Defendants and their officers, employees, or agents, regarding any alleged pattern or practice of conduct by Canine Section officers in carrying out their law enforcement responsibilities, in violation of 42 U.S.C. § 14141. This Agreement does not apply to the United States' broader investigation under 42 U.S.C. § 14141 of allegations that the Police Department engages in a pattern or practice of excessive force.

6. The parties enter into this settlement jointly for the purpose of avoiding the burdens of litigation, and to partner in support of vigorous and constitutional law enforcement. Moreover, joint entry of this Agreement is in the public interest since it provides for expeditious remedial activity, promotes the use of the best available policing practices and procedures, and avoids the diversion of federal and County resources to adversarial actions by the parties.

7. Nothing in this Agreement is intended to alter the lawful authority of Canine Section officers to use force, effect arrests and file charges, or otherwise fulfill their law enforcement obligations in a manner consistent with the requirements of the Constitutions and laws of the United States and the State of Maryland, including the Maryland Law Enforcement Officers' Bill of Rights ("LEOBR"), Md. Code Ann., Public Safety §§ 3-101 to -113 (2003).

8. Nothing in this Agreement is intended to: (a) alter the existing collective bargaining agreements between the County (as defined in paragraph 17 infra) and Canine Section employee bargaining units; or (b) impair the collective bargaining rights of employees in those units under state and local law. The parties acknowledge that the County's implementation of this Agreement may require compliance with the consulting process. The County shall comply with any such requirement under its collective bargaining agreements and shall do so with a goal of concluding any such processes in a manner that will permit the County's timely implementation of this Agreement. The County shall give appropriate notice of this Agreement to affected employee bargaining units to allow such processes to begin as to the affected provisions of this Agreement. The County agrees to consult with the United States in regard to the positions it takes in any consulting processes connected with this Agreement.

9. This Agreement shall constitute the entire integrated agreement of the parties with respect to the Canine Section of the Prince George's County Police Department. With the exception of correspondence resulting from technical assistance the United States has provided to the County regarding the Canine Section's Standard Operating Procedures, no prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.

10. This Agreement is binding upon the parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the County Defendants for their conduct or the conduct of Canine Section officers; accordingly, it does not alter legal standards governing any such claims. This Agreement does not authorize, nor shall it be construed to authorize, access to any County or Police Department documents, except as expressly provided by this Agreement, by persons or entities other than the United States and the County Defendants.

11. The County is responsible for providing necessary support and equipment to the Police Department, the Chief of Police, and the Canine Section to enable each of them to fulfill their obligations under this Agreement.

12. The County, by and through its officials, agents, employees, and successors,is enjoined from engaging in a pattern or practice of conduct by law enforcement officers of the Canine Section that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. This paragraph does not apply to the County's employment policies, practices, or procedures.

B. Definitions

13. The term "bite ratio" means the number of canine apprehensions accomplished by means of a dog bite divided by the total number of canine apprehensions (both with and without a bite).

14. The term "canine apprehension" means any time the canine is deployed and plays a clear and well-documented role in the capture of a person. The mere presence of a canine at the scene of an arrest shall not be counted as an apprehension.

15. The term "canine deployment" means any situation in which a canine is brought to the scene and either 1) the canine is released from the police car or 2) the suspect surrenders to the police immediately after an announcement is made that if he or she does not surrender the canine will be released.

16. The term "CCOP" means the Prince George's County Civilian Complaint Oversight Panel.

17. The term "County" means Prince George's County, Maryland.

18. The term "discipline" means a written reprimand, suspension, demotion or dismissal, fine, or loss of leave.

19. The term "DOJ" means the United States Department of Justice and its agents and employees.

20. The term "EIS" means the Early Identification System.

21. The term "force" means any physical coercion used to effect, influence or persuade an individual to comply with an order from an officer. The term shall include the use of chemical irritant and the deployment of a canine.

22. The term "BPR" means the Prince George's County Police Department Bureau of Professional Responsibility.

23. The term "including" means "including, but not limited to."

24. The term "LEOBR" means the Maryland Law Enforcement Officers' Bill of Rights, Md. Code Ann., Public Safety §§ 3-101 to -113 (2003).

25. The term "non-disciplinary corrective action" refers to action other than discipline taken by a PGPD supervisor to enable or encourage an officer to modify or improve his or her performance.

26. The term "PGPD" means the Prince George's County Police Department.

27. The term "police officer" or "officer" means any law enforcement officer employed by PGPD, including supervisors.

28. The term "Canine Section supervisor" means a sworn PGPD employee at the rank of sergeant or above (or anyone acting in those capacities) and non-sworn personnel with oversight responsibility for other officers in the Canine Section.

II. CANINE SECTION POLICY AND PROCEDURES

A. Guard and Bark Methodology

29. Within 30 days of entry of this Agreement, the PGPD shall prepare revisions to its Canine Section policies and procedures to ensure that they are consistent with applicable law. As part of these revisions, the PGPD shall ensure that all terms in its Canine Section Standard Operating Procedures (SOPs) shall be clearly defined in accordance with the definitions in this Agreement. Once the DOJ has reviewed and approved these revisions, the PGPD shall immediately implement the revisions.

30. The Prince George's County Police Department represents that the exclusive method of deployment of its Canine Section is the methodology known as "guard and bark". This method mandates the handler give a "revere" command requiring canines to hold the suspect at bay and bark rather than bite suspects in situations in which such force is not necessary to effect an arrest or protect the safety of officers or civilians.

31. The SOPs shall continue to require that in all circumstances in which a canine is permitted to bite or apprehend a suspect by biting, the handler shall remove the canine at the first possible moment when the canine can be safely released.

32. The PGPD represents that all canines are currently properly functioning within a guard and bark methodology. The PGPD shall, in the future, continue to ensure that all canines properly function within a guard and bark methodology.

33. As set forth in more detail infra in Part IV, the PGPD shall provide appropriate training, to include new guard and bark methodology training, to the Canine Section officers and all PGPD Canine Section supervisors. All field supervisors shall be given in-service training on the Standard Operating Procedures for canine deployment and guard and bark methodology.

B. Deployments

34. The SOPs shall limit canine deployments, searches, and other situations in which there is a significant risk of a canine bite to instances in which the suspect is wanted for a serious felony or is wanted for a misdemeanor and is either known to be armed or is reasonably believed to be armed based upon particularized, specific facts.

35. The SOPs shall require canine handlers to have approval from a Canine Section supervisor before a canine can be deployed. The PGPD shall make every reasonable effort to ensure that a Canine Section supervisor supervises searches and deployments and responds as appropriate. In any case, the approving supervisor shall not serve as a canine handler in the course of the deployment.

36. When a deployment or search is permitted, a canine handler shall not allow a canine to bite or to apprehend a suspect by biting except in those circumstances in which:

a. the suspect poses a risk of imminent danger to officers or others;

b. the suspect is actively fleeing from officers (as contrasted to hiding);

c. the suspect is hiding and presents a specific, known, and articulable risk of death or serious bodily injury to officers or others, such as a hostage or barricade situation; or

d. other reasonable alternatives for apprehending the suspect that involve a lesser use of force have been exhausted or would clearly be ineffective.

37. For these purposes, "imminent danger" is limited to situations in which the suspect, whether armed or not, is attempting to inflict serious bodily injury upon another person. This includes situations in which:

a. the suspect has assaulted, or has attempted to assault, or is assaulting or attempting to assault officers or others with a weapon or other instrumentality capable of producing serious bodily injury; or

b. the suspect has threatened or is threatening to make such an assault or the suspect is attempting to inflict serious bodily injury to another person (example strangulation).

38. The SOPs shall require that whenever a canine-related injury occurs, the handler is responsible for ensuring that the injured individual or individuals receive immediate medical treatment through transportation to an emergency room or admission to a hospital.

C. Warnings

39. The SOPs shall require that canine officers loudly and clearly announce a warning that a canine will be deployed. The announcement shall be made sufficiently in advance of the canine deployment to afford the suspect an opportunity to surrender and to allow bystanders to exit the area safely. Amplified announcements via a public address system shall be made when necessary to produce a loud and clear warning, giving consideration to noise, perimeter size, and structural barriers. Announcements shall be made in English and Spanish. The Major in charge of the Canine Section shall, on a semi-annual basis, contact the head of each patrol district in the County to determine if other languages are used in that district. When a language is frequently used in any district, the PGPD shall create a warning tape in that language and distribute a copy of the tape to all Canine Section handlers, who shall then use these tapes in appropriate circumstances.

40. The SOPs shall require the announcement and time interval prior to deployment to be recorded via the mobile video system by the canine officer.

D. Recording and Evaluating Canine Bites

41a. The SOPs shall require a report to be completed for all apprehensions and bites, regardless of whether an injury occurred or an arrest was made. For each such use of a canine, the handler shall ensure that all relevant data, including the following information, are recorded:

i. the date, time, police district, and address at which the use of the canine occurred;

ii. any crime involved, and whether the suspect was armed;

iii. the names of all officers, including supervisors, and witnesses present;

iv. the basis for the deployment;

v. whether a supervisor approved the deployment, and if not, the reason why the deployment proceeded without supervisory approval;

vi. whether a search announcement was given, and if not, the name of the supervisor who approved the exception; and

vii. a thorough narrative description of the use of the canine, including the distance of the dog from the handler at the point of apprehension, and any physical contact between the canine and the subject (including the subject's clothing) and the duration of any such contact, including the subject's estimate of the duration of contact if that estimate differed from the handler's estimate.

41b. The SOPs shall require a report to be completed for all canine deployments regardless of whether an injury occurred or an arrest was made. For each deployment, the handler shall ensure that all relevant data, including the information set forth in paragraph 41a, with the exception of 41a (iii) and 41a (vii), are recorded.

42. The SOPs shall require that whenever a canine-related injury occurs, regardless of whether an arrest is made and regardless of whether the injury was accidental, a canine-related injury report shall be completed. For each such injury, the Canine Section supervisor shall ensure that all relevant data, including the following information, is recorded:

a. the data required in paragraph 41a and 41b above;

b. a full and complete description of the person injured, including name, address, telephone, gender, race and/or ethnicity, date of birth, height, and weight;

c. complete identifying information regarding the treating physician, hospital, or emergency room to which the injured person was taken;

d. a full and complete narrative of how the injuries occurred and their nature and extent;

e. a full and complete description of any medical treatment for the injuries; and

f. copies of any witness statements.

43. The SOPs shall require the Canine Section to compute a bite ratio at monthly, quarterly, and annual intervals for the Canine Section as a whole and for each individual handler and canine team. The numerator of this ratio (number of bites) shall include accidental bites.

E. Accountability

44. The PGPD shall use the records in paragraphs 41a, 41b, 42, and 43 to evaluate the performance of the entire Canine Section and individual handler and canine teams, and to ensure compliance with PGPD policies, procedures, and training.

45. The PGPD shall monitor and investigate all complaints regarding canine deployments and bites.

46. The SOPs shall require the Canine Section to produce a monthly report for the Commander of the Special Operations Division based on the records in paragraphs 41a, 41b, 42, and 43, displaying the performance of individual handler and canine teams in comparison with other teams and with their own past performance. The report shall also display the overall performance of the Canine Section in comparison with past performance.

III. REVIEW OF CANINE DEPLOYMENTS

47. Canine Section officers shall notify their supervisors following any canine deployment or other use of force or upon the receipt of a verbal allegation of excessive force. After this notification, supervisors will respond to the scene, examine the subject for injury, and ensure that the subject receives needed medical attention. A supervisor will not be required to respond to the scene in situations where a deployment has occurred without an apprehension, and there has been no other use of force or allegation of excessive force.

48. Canine Section supervisors will review, evaluate, and document each canine apprehension or other use of force, and will prepare a Commander's Information Report ("CIR"). The CIR will include a precise description of the facts and circumstances that either justify or fail to justify the officer's conduct. In addition to the CIR, the Canine Section supervisor will conduct a Canine Section use of force review. As part of the Canine Section supervisor's use of force review, the supervisor will examine the basis for the canine apprehension or other use of force, and determine whether the officer's actions were within PGPD and Canine Section policy. Incidents will not be reviewed by any officer who used force during the incident, whose conduct led to an injury, or who authorized conduct leading to the use of force or allegation of excessive force.

49. The BPR will respond to the scene of all canine bites which cause serious injury or hospital admission. The BPR will be required to examine and evaluate in writing the Canine Section's use of force reviews of all canine bites and apprehensions and will be required to submit the written evaluations to the Chief of Police every three months.

50. The parties agree that it is improper interview procedure to ask officers or other witnesses leading questions during Canine Section use of force reviews that improperly suggest legal justifications for the officer's conduct when such questions are contrary to appropriate law enforcement techniques. In each investigation, the PGPD shall train and require supervisors and other investigators to use proper interview procedure, consider all relevant evidence including circumstantial, direct and physical evidence, as appropriate, and make credibility determinations, if feasible. The PGPD will make all reasonable efforts to resolve material inconsistencies between witness statements. The PGPD shall train all of its Canine Section supervisors and other investigators on factors to consider when evaluating credibility.

51. PGPD shall interview all witnesses to a use of force or an injury resulting from a use of force. Consistent with the requirements of LEOBR, PGPD shall ensure that all officer witnesses provide a statement regarding the incident. Canine Section Supervisors shall ensure that all use of force reports identify all officers who were involved in the incident or were on the scene when it occurred. Canine Section Supervisors shall ensure that all reports indicate whether an injury occurred, whether medical care was provided, and whether the subject refused medical

treatment. Canine Section Supervisors shall ensure that all reports include contemporaneous photographs or videotapes taken at the earliest practical opportunity both before and after any treatment, including cleansing of wounds.

52. The Canine Section Commander will evaluate each review conducted by Canine Section supervisors, identify any deficiencies in those reviews, and require supervisors to correct any deficiencies. Canine Section supervisors will be held accountable for the quality of their reviews. The PGPD will take appropriate non-disciplinary corrective action and/or disciplinary action when a supervisor fails to conduct a timely and thorough review, or neglects to recommend appropriate corrective action.

IV. TRAINING

53. The PGPD shall develop and implement comprehensive canine training curricula and lesson plans that specifically identify objectives of the Canine Section, consistent with the SOPs described in Part II of this Agreement. Once the DOJ has reviewed and approved these curricula and lesson plans, the PGPD shall immediately implement them.

54. The PGPD shall ensure that canine handlers are trained to maintain sufficient control of and contact with their canine partners to prevent canine bites from occurring without legal justification.

55. Within 30 days of the date of this Agreement, the PGPD shall prepare, for the review and approval of the DOJ, a protocol for obtaining certification of canines, canine handlers, and in-house canine trainers. This protocol shall identify the training consultant and shall specify the substantive standards that shall apply in awarding certifications, including standards for certifying canines in handler-controlled alert methodology. The training consultant shall monitor the final testing of canine handlers and their canines. The PGPD shall require that all of its canines, canine handlers, and in-house canine trainers are certified pursuant to the protocol within 180 days of the final approval of the protocol.

56. The PGPD shall ensure that the canines, canine handlers, and in-house canine trainers receive annual re-certification and periodic refresher training. Deviations from certification or training requirements shall result in the removal of the canine or officer from service until such requirements are fulfilled.

57. The PGPD shall develop in-classroom instruction for the Canine Section, to include the following topics: canine deployment policy, canine search tactics, back-up officer tactics and responsibilities, and establishing perimeters.

58. The PGPD shall administer in-service training on Canine Section SOPs and the guard and bark methodology to all SWAT supervisors. Joint training between the Canine Section and SWAT will be conducted on barricades, building entries and use of canines in raids.

59. The PGPD shall ensure that all supervisors who have the authority to authorize canine deployment are formally trained in the theory and practice of guard and bark methodology and Canine Section SOPs, with particular emphasis on the appropriateness of canine deployment, control of canines, and officer safety.

60. The PGPD shall maintain a secure canine training field perimeter fence, frequently inspecting it for holes and promptly repairing any breach in the fence. The PGPD shall ensure that routine off-lead training occurs, and shall obtain additional equipment as appropriate to aid in off-lead training.

61. The PGPD shall ensure that all formal canine training sessions are supervised by a Canine Section trainer. The PGPD shall also ensure that Canine Section supervisors monitor all formal training and make best efforts to observe formal training.

62. The PGPD shall maintain adequate numbers of bite suits to ensure sufficient access and flexibility for training of all canines.

63. The PGPD shall provide each canine handler with a bite sleeve and a control stickto be carried in the vehicle for post-search training or patrol personnel use when appropriate to aid in controlling a canine whose handler has become incapacitated.

64. The PGPD shall ensure that canine training equipment is securely stored while remaining accessible for use by all canine teams.

V. MANAGEMENT AND SUPERVISION

A. Risk Management System

65. The PGPD shall implement a system for maintaining, integrating, and retrieving data necessary for supervision and management of the Canine Section within six months of entry of this Agreement. The Bureau of Professional Responsibility shall keep and maintain all investigative files.

a. The system shall collect and record, at a minimum, the following information for Canine Section officers:

i. incidents involving a use of force: officer name and identification number; witness officer name and identification number; description of incident with

sufficient detail to permit a meaningful supervisory review of the justification for the use of force; identification of each specific use of force used and the effectiveness of each type of force used; name of the person against whom force was used; description of any injuries to the subject and/or officer resulting from the use of force; medical treatment; and whether the individual against whom force was used was arrested or issued a citation or summons, and if so, the arrest report or citation number;

ii. each officer's investigation history: a summary of all criminal and administrative investigations of a particular officer and a summary, including a narrative description, of the allegations, and any discipline determined and imposed; and

iii. a description of all civil or administrative claims filed against an officer arising from Canine Section operations or the actions of Canine Section personnel; a description of all other known civil or administrative claims to which the officer is a named party and which involve allegations of untruthfulness, physical force, or assault.

b. The system shall have, at a minimum, the capability to retrieve information by any of the categories in the database, and to perform statistical analyses of such information 1) by individual officer, and by shift, district, or the entire Canine Section; and 2) by incident or group of incidents.

c. The County will maintain all personally identifiable information about a Canine Section officer included in the system during the officer's employment with the PGPD and for the maximum length of time permitted by the LEOBR. Information necessary for aggregate statistical analysis will be maintained indefinitely in the system. On an ongoing basis, the PGPD will enter information into the system in a timely, accurate, and complete manner, and maintain the data in a secure and confidential manner as allowed or required by law.

66. Within three months of the effective date of this Agreement, the PGPD shall submit a written protocol governing the use of the system to the DOJ for review and approval. The protocol shall specify, at a minimum:

a. the threshold number and type of incidents and/or complaints per officer triggering mandatory review by supervisors;

b. the frequency of any routine reviews;

c. the follow-up actions to be taken by PGPD supervisors based on information in the system; and

d. quality assurance checks of data input.

67. The PGPD shall provide Canine Section officers with an annual opportunity to review and propose corrections to errors in tracking system information, except regarding open or ongoing investigations or cases.

B. Oversight

68. The PGPD will semiannually solicit in writing from local prosecutors whether the prosecutors are aware of any issues with any Canine Section individual officer or Canine Section-wide performance.

VI. MONITORING, REPORTING, AND IMPLEMENTATION

A. Monitoring of Agreement

69. In order to monitor the County's implementation of this Agreement, the United States and its consultative experts and agents shall regularly conduct compliance reviews to ensure that the County and the PGPD have implemented and continue to implement all measures required by this Agreement. The United States shall make its consultative experts and agents available for technical assistance following such reviews.

70. The United States and its consultative experts and agents shall have full and direct access to all Canine Section employees, facilities, and documents, to the extent permitted by law. The United States and its consultative experts and agents shall cooperate with the County and the PGPD to access involved personnel, PGPD facilities, and documents regarding the Canine Section in a reasonable manner that minimizes interference with daily operations. Should the County or the PGPD decline to provide access to a document based on attorney-client privilege, the County shall provide the United States with a log describing the document.

71. The United States shall provide the County with reasonable notice of a request for copies of documents. Upon such request, the County and the PGPD shall provide the United States with copies (electronic, where readily available) of any documents that the United States is entitled to access under this Agreement.

72. All non-public information provided to the United States, whether by the County, the PGPD, or DOJ, shall be maintained in a confidential manner. Other than as expressly provided in this Agreement, this Agreement shall not be deemed a waiver of any privilege or right the County or the PGPD may assert, including those recognized at common law or created by statute, rule or regulation, against any other person or entity with respect to the disclosure of any document.

73. The United States shall have direct access to all documents in criminal investigation files involving Canine Section officers that have been closed by the PGPD, to the extent permitted by LEOBR. The United States shall also have direct access to all documents involving a Canine Section officer, such as arrest reports, warrants, and warrant applications, whether or not contained in open criminal investigation files; where practicable, arrest reports, warrants and warrant applications shall be obtained from sources other than open criminal investigation files.

B. County Reports and Records

74. Within 120 days following entry of this Agreement and no later than every three months thereafter until this Agreement is terminated, the County shall file with the Court, with a copy to the DOJ, a status report delineating the steps taken by the County and the PGPD during the reporting period to comply with each provision of this Agreement. The County shall also file such a report documenting the steps taken to comply with each provision of this Agreement during the term of this Agreement 120 days before the end of the Agreement's term.

75. During the term of this Agreement, the County and the PGPD shall maintain all records necessary to document their compliance with the terms of this Agreement and all documents expressly required by this Agreement, to the extent allowed by law.

C. Implementation

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

77. The Court shall retain jurisdiction of this action for all purposes during the term of this Agreement. The Agreement shall terminate three years from the effective date, or earlier if the parties have substantially complied with each of the provisions of the Agreement and have maintained substantial compliance for at least two years. The burden will be on the County to demonstrate this level of compliance. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance.

78. If there is a significant change in a state law that impairs or impedes the County's ability to implement this Agreement, then each of the parties reserves the right to seek declaratory or other relief from the Court regarding implementation of the affected provisions of this Agreement in light of the change in state law.

79. Before the DOJ pursues any remedy with the Court based upon the County's failure to fulfill an obligation under this Agreement, DOJ shall give written notice of such failure to the County. Except as set forth below, the County shall have 30 days from receipt of such notice to cure or cause the cure of such default. If such default continues beyond 30 days following notice of default, DOJ may, upon three days' notice to the County (excluding weekends, federal or state holidays), at its election seek a remedy from the Court. The County shall have seven days, excluding weekends, federal or state holidays, to cure or cause the cure of any failure to fulfill an obligation that relates to the provisions of this Agreement regarding access to County or PGPD staff, facilities, or documents, or copies of such documents. If such default continues beyond the seven-day period following notice of default, DOJ may, at its election, immediately seek a remedy from the Court. The notice to be given under this paragraph shall be given by DOJ to the County Attorney on behalf of the County and the Office of Police Reform. The County Attorney shall provide copies to the County Executive and to the Chief of Police.

80. The parties agree to defend the provisions of this Agreement. The parties shall notify each other of any court or administrative challenge to this Agreement. In the event any provision of this Agreement is challenged in any local or state court, removal to a federal court shall be sought by the parties.

The parties consent and seek entry of this Agreement as an Order of this Court:

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