
UNITED STATES DEPARTMENT OF JUSTICE AND
ORANGE COUNTY SHERIFF'S DEPARTMENT



Agreement for the Sustainability of
Custodial Informant Reforms

January 2025

**AGREEMENT FOR THE SUSTAINABILITY OF CUSTODIAL INFORMANT REFORMS
BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE AND THE
ORANGE COUNTY SHERIFF'S DEPARTMENT**

I. INTRODUCTION

1. The United States Department of Justice (DOJ) and the Orange County Sheriff-Coroner ("Sheriff") (collectively, the "Parties") are committed to upholding the constitutional rights of individuals incarcerated at the Orange County Jails ("Jails"), protecting public safety, and strengthening public trust in the criminal justice system. To further these goals, the Parties enter into this Agreement for the Sustainability of Custodial Informant Reforms ("Agreement") to validate and ensure that the measures implemented by the Sheriff and the Orange County Sheriff's Department (OCSD) on the use of custodial informants protect criminal defendants' right to counsel under the Sixth Amendment and right to due process of law under the Fourteenth Amendment.
2. To achieve the Parties' mutual goals, the Sheriff agrees to continue to implement the measures outlined in Section IV, below, to sustain reforms on custodial informants. The measures are related to: (a) policies and procedures; (b) training; (c) document and information systems; and (d) audits and public information.
3. This Agreement is the result of extensive cooperation and consultation between the Parties and builds on reforms undertaken by the Sheriff at OCSD. The Parties also considered the views and recommendations of community members and other stakeholders. This Agreement resolves DOJ's civil investigation of the Sheriff and OCSD regarding the use of custodial informants at the Jails and DOJ's investigative findings issued in October 2022. The Parties agree that the form and limited scope of this Agreement to validate the Sheriff's reform measures is an appropriate resolution based on numerous factors and the particular circumstances of this matter. These factors include the level of cooperation from the Sheriff, the proactive measures the Sheriff has taken to reform policies and practices (including suspending the use of custodial informants in 2016), and the narrow scope of the remaining enhancements and sustainability measures needed to address DOJ's investigative findings regarding informant activity covering 2007 to 2016. Through this Agreement, the Parties intend to ensure the federal constitutional rights of individuals in the Orange County Jails, preserve limited public resources, and avoid the costs and risks of litigation.

II. BACKGROUND

4. On December 15, 2016, DOJ initiated an investigation into the use of custodial informants to determine whether OCSD and the Orange County District Attorney's Office (OCDA) engage in a pattern or practice of unconstitutional conduct under the Sixth and Fourteenth Amendments of the United States Constitution in violation of the Violent Crime Control and Law Enforcement Act of 1994, 34 U.S.C. § 12601 ("Section 12601"). Specifically, the investigation focused on whether OCSD and OCDA used custodial informants to elicit incriminating statements from individuals after they had

been charged with a crime, in violation of the Sixth Amendment. The investigation also focused on whether OCDA made disclosures to defendants about the custodial informants that were required by the Fourteenth Amendment.

5. As part of its investigation, DOJ conducted a comprehensive assessment of jail records, case files, and court documents. DOJ also toured the Jails and interviewed OCSD personnel and OCDA prosecutors. DOJ also obtained information from members of the Orange County community and other stakeholders involved in the County's criminal justice system.
6. The Sheriff cooperated at all times during the investigation and provided access to documents, facilities, and personnel.
7. On October 7, 2022, DOJ announced the results of its investigation in a findings report. DOJ determined that it had reasonable cause to believe that OCSD and OCDA had used custodial informants between 2007 and 2016 to elicit incriminating statements from people who had been arrested, after those individuals had been charged with a crime in violation of the Sixth Amendment. DOJ also determined it had reasonable cause to believe that OCDA prosecutors had failed to disclose evidence about those custodial informants to criminal defendants in violation of the Fourteenth Amendment during that same period.
8. The Parties agree that sustaining initiated reforms is necessary to address DOJ's investigative findings and ensure that any use of custodial informants is in accordance with the Sixth and Fourteenth Amendments. The Parties also agree that the effective, timely, and transparent validation of OCSD's reforms will promote public safety and strengthen the public's trust in the Orange County criminal justice system. Accordingly, the Parties agree that the content of OCSD's current policies, procedures, training, and auditing satisfy the requirements of this Agreement. The Parties also agree that a limited period of independent validation by DOJ to ensure that the requirements are implemented in practice is necessary to achieve sustained compliance with this Agreement.
9. This Agreement shall constitute the entire integrated agreement of the Parties. No prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding, except for DOJ's October 7, 2022, report of investigative findings.
10. This Agreement is binding for its duration upon each party hereto, by and through their officials, agents, employees, and successors. This Agreement is not intended to limit or expand the right of any person or organization to seek relief against the Sheriff or OCSD, or any official or employee thereof, for their conduct or the conduct of OCSD personnel; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from state or federal law.

III. DEFINITIONS

11. For purposes of this Agreement, the following acronyms and definitions apply:

- a. "DOJ" means the United States Department of Justice's Civil Rights Division and its employees and contractors.
- b. "OCDA" means the Orange County District Attorney's Office, including its prosecutors, agents, officers and employees.
- c. "OCSD" means the Orange County Sheriff's Department, including its deputies, agents, officers, and employees (sworn and unsworn).
- d. "Custodial Informant" means an incarcerated person who knowingly provides information to OCSD related to another's criminal activity, whose motivations for doing so are other than that of an uninvolved witness, victim, or private citizen primarily acting through a sense of civic responsibility and who, as a general rule, but not necessarily, expects some form of benefit or advantage for himself, herself, or another person in return.
- e. "Effective Date" means the date the Agreement is fully executed by the Parties.
- f. "Implement" or "Implementation" means the consistent and verified performance of relevant policies or procedures, including the appropriate training of all relevant personnel.
- g. "Including" means "including, but not limited to."
- h. "Source of Information" or "SOI" means an incarcerated person who provides information to OCSD regarding criminal activity, or any non-criminal activity related to jail security; but has not been directed to do so by law enforcement, and, upon providing such information, the incarcerated person has not requested or been offered, nor received any benefit or consideration in return for the information. A SOI is not a Custodial Informant, a victim or potential suspect.

IV. ENHANCEMENT AND SUSTAINABILITY MEASURES

12. The Sheriff agrees to sustain reforms by taking the measures outlined below at OCSD to ensure that the use of any Custodial Informant in a criminal investigation or prosecution protects the federal constitutional rights of criminal defendants in the County's custody. The measures are intended to ensure that relevant personnel continue to have the guidance, training, and tools they need to carry out their duties; that document and information systems support secure and reliable record keeping; that agency responsibilities are coordinated to facilitate the appropriate sharing of information; and

that appropriate information is published publicly to promote transparency. Except as provided in Paragraphs 23, 26, 32 and 33, the paragraphs in Section IV do not impose any new requirements on the Sheriff and OCSD beyond maintaining its current performance for the duration of this Agreement.

A. OCSD Policies and Procedures

1. General requirements

13. OCSD shall ensure that it continues to implement policies and procedures that fully incorporate the terms of this Agreement and comply with applicable law. OCSD policies and procedures shall continue to be plainly written, be logically organized, use terms that are clearly defined, and comport with legal and professional custodial standards and rules.
14. OCSD shall continue to ensure that changes in case law, statutes, or rules that are relevant to any use of Custodial Informants are disseminated to appropriate personnel in a timely manner and incorporated, as needed, into OCSD policies, procedures, and training.
15. OCSD shall continue to document that all relevant personnel have received, read, and understand the policies and procedures that are necessary to fulfill their duties and responsibilities under this Agreement, including the obligation to report violations of agency policy or procedure to immediate supervisors or other appropriate person or entity. OCSD shall advise relevant personnel that taking law enforcement action in violation of approved policies and procedures relevant to this Agreement may subject personnel to discipline, possible criminal prosecution, civil liability, and/or professional sanctions.
16. OCSD shall continue to ensure that appropriate action is taken in response to any alleged and sustained violations of relevant policies and procedures, including initiating supervisory reviews or investigations, imposing discipline, and taking other non-punitive corrective action, such as providing remedial training or increasing supervision.
17. OCSD shall continue to review and revise policies and procedures as necessary and appropriate upon notice of a significant policy deficiency from audits or supervisory reviews.

2. Specific requirements

18. OCSD shall continue to implement integrated, consistent, and comprehensive policies and procedures addressing the use of Custodial Informants consistent with the Sixth and Fourteenth Amendments and applicable rules of professional conduct. The policies and procedures shall continue to address the following issues:
 - a. constitutional and legal requirements regarding the use of Custodial Informants and Sources of Information at the Jails;

- b. definitions of Custodial Informants, Sources of Information at the Jails, and benefits offered to or received by Custodial Informants (including benefits in a custodial setting);
 - c. screening and vetting of potential Custodial Informants and Sources of Information at the Jails;
 - d. records and other documentation that must be created and maintained when Custodial Informants and Sources of Information at the Jails are used in a criminal investigation or provided in discovery;
 - e. the concept of the “prosecution team;” and
 - f. the duty to locate and preserve material possessed by OCSD for production to OCDA or other prosecuting agency to determine whether disclosure to a criminal defendant may be required by *Brady v. Maryland*, 373 U.S. 83 (1963), and its progeny.
19. OCSD policies and procedures shall continue to encompass any situation in which an individual incarcerated at the Jails assists law enforcement by providing information to OCSD regarding criminal activity or jail security. OCSD policies and procedures shall continue to employ a consistent approach to documentation, record preservation, coordination, and communication, as appropriate and regardless of whether an individual is seeking a benefit or consideration in exchange for the information, is a co-defendant of the investigative target, or is expected to testify.
20. OCSD shall continue to implement its policies and procedures requiring sworn personnel at the Jails to refer requests or information from incarcerated individuals who are Sources of Information or potential Custodial Informants to their immediate supervisor and the Custody Intelligence Unit (CIU) for screening and vetting. CIU supervisors shall evaluate the request or information in consultation with the Investigations Division Commander and Executive Command at OCSD to determine whether to use the incarcerated person as a Custodial Informant. Decisions to use a Custodial Informant must be approved by the Sheriff prior to use of the informant. If the Sheriff is unavailable and exigent circumstances exist, then the Undersheriff may approve the use of the Custodial Informant. The Undersheriff must notify the Sheriff of the approval as soon as practicable.
21. OCSD shall continue to make classification, housing, and placement decisions at the Jails based on objective and valid criteria in accordance with approved policies and procedures that are consistent with generally accepted correctional practices and applicable law. OCSD shall hold classification supervisors accountable for the accuracy, reliability, and integrity of the classification assessments and housing assignments made by personnel under their supervision.

22. OCSD shall continue to maintain organizational and operational separation between CIU's handling of Custodial Informants and the Jails' decision-making processes concerning classification, housing, and placement of incarcerated individuals.
23. The Sheriff agrees to adhere to practices covered by a Memorandum of Understanding (MOU) executed between the Sheriff and the District Attorney to ensure interagency collaboration and appropriate exchanges of information as recommended by DOJ in its October 2022 Report. OCSD personnel shall continue to take the following steps, consistent with OCSD policies and the MOU:
 - a. notify OCDA in writing when a case involves a Custodial Informant or Source of Information at the Jails in any capacity at the earliest possible time, by submitting an Orange County Index of Confidential Sources (OCICS) card (a form detailing information that must be entered in OCICS) to the OCICS Coordinator;
 - b. notify OCDA in writing when a Custodial Informant has previously provided information to assist law enforcement as a Source of Information at the Jails;
 - c. notify OCDA in writing when OCSD makes eligibility determinations regarding potential Custodial Informants by the Undersheriff in exigent circumstances and when a Custodial Informant is inactivated; and
 - d. coordinate discovery requests and productions with OCDA, including those circumstances when pertinent OCDA personnel shall personally inspect OCSD records and files.
24. OCSD has assisted and agrees to continue assisting OCDA, as necessary, to complete a comprehensive historical case review to identify and review prior investigations and prosecutions involving Custodial Informants or Sources of Information at the Jails to determine whether any remedial or corrective action is necessary under the Sixth and Fourteenth Amendments. OCSD agrees to provide any additional and available OCSD documentation and information to OCDA, upon request, for OCDA to complete the historical case review. OCSD agrees to provide access to the underlying materials in the historical case review provided to OCDA to DOJ to evaluate the results of the historical case review.

B. OCSD Training

25. OCSD shall continue to deliver training programs reviewed by OCDA to new and existing sworn personnel that include requirements on Custodial Informants, Sources of Information at the Jails, *Brady*, and *Massiah v. United States*, 377 U.S. 201 (1964), in consultation with its Constitutional Policing Advisor, that reflect the policies of OCSD and OCDA. Training programs shall incorporate adult learning methods, written curricula, and mechanisms for obtaining feedback from trainees on the quality of the training in accordance with generally accepted training practices. OCSD's training

programs on Custodial Informants and Sources of Information at the Jails shall continue to include:

- a. pre-service training on informants to new sworn personnel at the Academy;
- b. supplemental training to new sworn personnel who graduate from the Academy and enter the Jail Academy on Custodial Informants and Sources of Information at the Jails;
- c. annual in-service training to all sworn personnel assigned to Custody Operations on Custodial Informants and Sources of Information at the Jails; and
- d. supervisor training to new sworn supervisors assigned to Custody Operations on Custodial Informants, Sources of Information at the Jails, and supervisor liability prior to or within six months of assuming supervisory responsibilities.

26. OCSD agrees to provide any new proposed changes to its training curricula on *Brady* and *Massiah* during the duration of this Agreement to OCDA for review and input.

C. OCSD Document and Information Systems

27. OCSD through CIU shall continue to maintain a separate and secure file for each Custodial Informant and Source of Information at the Jails. The file shall include a complete set of records about the information provided by the Custodial Informant or Source of Information, including OCSD reports and records generated because of information provided by the Custodial Informant or Source of Information. The files shall also include all previous instances in which the Custodial Informant or Source of Information sought to assist OCSD, all benefits that the Custodial Informant or Source of Information sought or received, and all information related to the reliability and credibility of the Custodial Informant or Source of Information.

28. OCSD policies and procedures on files for Custodial Informants and Sources of Information at the Jails shall continue to provide guidance on the organization, content, access, and retention of files. The policies shall also specify the circumstances for closing, preserving, and reactivating files for Custodial Informants and Sources of Information at the Jails to ensure that current and updated files are disclosed to OCDA, as appropriate. OCSD shall prohibit its personnel from maintaining databases, files, logs or documents on Custodial Informants and Sources of Information at the Jails that are not stored and preserved in the OCSD official file. OCSD policies shall indicate that OCDA shall have copies of, or access to, all information and records on Custodial Informants and Sources of Information at the Jails that are in the possession of OCSD.

D. Audits and Public Information

29. OCSD shall continue to conduct regular audits of OCSD files on Custodial Informants and Sources of Information at the Jails to determine whether OCSD has consistently updated the files with required entries and materials in accordance with relevant policies and procedures. Errors or other significant findings revealed by the audits shall be documented and corrected promptly. The OCSD audits shall take place on at least a quarterly basis.
30. OCSD shall continue to conduct regular audits of its classification assessments for custody and special populations, including initial assessments and reclassification assessments, to ensure their reliability, accuracy, and compliance with approved OCSD policies and generally accepted custodial standards. The audits shall determine whether incarcerated individuals are housed according to their custody/risk assessments and any special population status(es), disciplinary history, administrative segregation status, and medical and mental health needs. Classification supervisors shall conduct monthly audits that include all classification levels. Errors or other significant findings revealed by the audits shall be documented and corrected promptly. Results of classification audits shall be forwarded to the Division Commander overseeing the Special Services Bureau and the Assistant Sheriff of Custody Operations for review and corrective action, if warranted.
31. OCSD shall continue to participate in joint audits with OCDA to ensure records on Custodial Informants and Sources of Information at the Jails are complete and consistent across the agencies. OCSD shall provide lists of all files on Custodial Informants and Sources of Information at the Jails opened during the preceding year to OCDA to facilitate a joint annual audit with OCDA. Errors or other significant findings revealed by the audits shall be documented and corrected promptly. The joint audits shall take place on at least an annual basis.
32. OCSD agrees to solicit feedback from selected representatives of the Orange County Superior Court, the Public Defender's Office, and the private criminal defense bar by providing access to materials reflecting OCSD's systemic reforms and relevant policies. The participation of the representatives in providing feedback is voluntary. OCSD, through County Counsel and OCSD's Constitutional Policing Advisor, agrees to review and consider any feedback received within 45 days of the Sheriff's feedback solicitation letter.
33. OCSD agrees to develop and implement a repository for documents and information related to this Agreement on its website for the public, with appropriate safeguards for law enforcement sensitive or other legally-protected material to inform the public about the Agreement and OCSD's progress in satisfying the Agreement's terms.

V. VALIDATION ASSESSMENT

A. Validation Coordinator

34. The Sheriff has designated OCSD's Constitutional Policing Advisor as the validation coordinator at OCSD to facilitate this Agreement. The validation coordinator shall oversee and coordinate validation activities; facilitate the provision of data, documents, materials, and access to personnel to DOJ, as needed; ensure that all data, documents and records are maintained as provided in this Agreement; and assist in assigning tasks to personnel, as directed by the Sheriff or his designee. The validation coordinator shall possess exceptional organizational and management skills to ensure effective and timely implementation of this Agreement.

B. Validation Assessments

35. DOJ agrees to assess and validate whether the terms of this Agreement have been implemented, and whether this implementation is resulting in the constitutional use and disclosure to OCDA of Custodial Informants and Sources of Information at the Jails. As part of its validation assessments, DOJ agrees to identify and address barriers to compliance and provide recommendations to OCSD to overcome barriers, if any. DOJ's validation assessments and recommendations under this Agreement shall not, and are not intended to, replace or assume the role and duties of the Sheriff or any official or employee of OCSD.

36. DOJ agrees to conduct a validation assessment within three months of the Effective Date and quarterly thereafter. The initial validation assessment shall review the period from July 1, 2024, through March 1, 2025, to validate whether OCSD has achieved sustained compliance with the measures in Section IV, above. For each measure where OCSD has achieved sustained compliance for at least six months, DOJ shall indicate in its validation assessment report that the measure is completed and will not be subject to a further validation assessment. Additional validation assessments, if necessary, will review subsequent quarters commencing on March 2, 2025, to validate whether OCSD has achieved sustained compliance with any remaining measures in Section IV, above, on a rolling basis, in accordance with Paragraph 53 of this Agreement. Sustained compliance requires that the Sheriff and OCSD continue to: (a) adhere to current policies and procedures; (b) train all relevant active personnel, as necessary, to fulfill their responsibilities pursuant to relevant policies; and (c) consistently follow and hold OCSD personnel to the requirements and standards enunciated herein. Validation assessments will contain the elements necessary for reliability and comprehensiveness and shall include both quantitative and qualitative assessments. Validation assessments may be conducted using sampling and compilation data where appropriate. DOJ shall not be liable for any claim, lawsuit, or demand arising out of the validation assessments conducted pursuant to this Agreement brought by non-parties to this Agreement.

37. DOJ agrees to prepare public, written reports at least quarterly that include the following:
- a. description of the work conducted by DOJ during the validation period;
 - b. list of each paragraph of the Agreement, indicating which requirements have achieved sustained compliance;
 - c. the methodology and specific findings for each evaluation conducted during that assessment period. The underlying data for each evaluation will not be publicly available but will be retained by DOJ and provided to the Sheriff and OCSD upon request; and
 - d. for any requirements that were evaluated and found not to have been sufficiently sustained, DOJ will provide a projection of the work to be completed during the upcoming evaluation period and any anticipated challenges or concerns related to validation of the terms of this Agreement.
38. DOJ agrees to submit validation assessment reports in draft form to OCSD for review and comment at least fifteen calendar days before the reports are issued in final form and released publicly. DOJ agrees to include OCSD's written response to any final validation assessment report as an appendix to the report, if requested by OCSD.

C. Communication between the Parties

39. OCSD agrees to submit, for the duration of this Agreement, any proposed changes to policies, procedures, protocols, manuals, training materials, audit methodologies, and any other administrative orders, directives, and bulletins related to this Agreement to DOJ for review and comment prior to implementation.
40. The Parties agree to maintain regular contact to ensure effective and timely communication regarding this Agreement. To facilitate this communication, the Parties agree to hold at least monthly conferences. DOJ may also hold in-person or virtual meetings with members of the public or other stakeholders consistent with this Agreement to ensure that the public is informed of OCSD's progress.

D. Access and Confidentiality

41. DOJ shall have timely, full, and direct access to all OCSD personnel, facilities, trainings, meetings, records, case files, information systems, and audits to the extent they are relevant to the implementation of this Agreement and provided such access is not prohibited by court order nor statute nor protected by privilege.
42. The Sheriff and OCSD shall ensure that DOJ has full and direct access to all OCSD documents and data related to the Agreement, except any documents or data the provision of which is prohibited by court order, by statute or is protected by privilege. Privilege may not be used to prevent DOJ from observing compliance-related activities, other than

meetings with County lawyers in anticipation of litigation or for litigation. Should the Sheriff or OCSD decline to provide DOJ with access to documents or data based on privilege, court order, or the law, the Sheriff or OCSD shall inform DOJ that it is withholding documents or data on this basis, and will provide DOJ with a log describing the documents or data and the basis of the withholding.

43. DOJ agrees to provide the Sheriff and OCSD with reasonable notice of a request for copies of documents. Upon such request, the Sheriff and OCSD shall provide copies in a timely manner (electronic, where readily available) of the requested documents to DOJ, unless withheld as required by court order, statute, or as privilege.
44. To facilitate its work, DOJ may conduct on-site visits and assessments without prior notice to the Sheriff and OCSD. It is expected that such on-site visits will be used sparingly and will be done in a manner which reduces the disruption to OCSD and minimizes costs.
45. DOJ shall maintain all non-public information provided by the Sheriff and OCSD in a confidential manner. Other than as expressly provided in this Agreement, this Agreement will not be deemed a waiver of any privilege or right the Sheriff, OCSD, and/or any other individuals or groups 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.

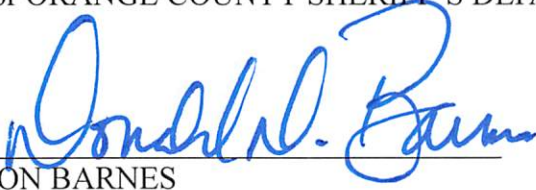
E. Modification, Enforcement, and Termination of this Agreement

46. The Parties may jointly agree to make changes, modifications, and amendments to this Agreement. Such changes, modifications, and amendments shall be encouraged when the Parties agree that an Agreement provision as drafted is not furthering the purpose of this Agreement or that there is a preferable alternative that will achieve the same purpose. Where the Parties are uncertain whether a change to this Agreement is advisable, the Parties may agree to suspend the current Agreement requirement for a time period agreed upon at the outset of the suspension. During this suspension, the Parties may agree to temporarily utilize an alternative requirement. DOJ shall assess whether the suspension of the requirement, and the use of any alternative provision, is as effective, or more effective at achieving the purpose as was the original or current Agreement requirement, and the Parties will consider this assessment in determining whether to jointly stipulate to make the suggested change, modification, or amendment.
47. The Parties agree to defend the provisions of this Agreement including in collective bargaining and any other matter relating to the Agreement. The Parties will notify each other of any court, union, or administrative challenge to this Agreement.
48. The Sheriff and OCSD shall require compliance with this Agreement by their respective officers, employees, agencies, assigns, or successors.

49. DOJ acknowledges the good faith of the Sheriff and OCSD in sustaining the reforms that are needed to protect against the misuse of Custodial Informants in Orange County. The Parties, however, reserve all legally applicable rights to seek an appropriate remedy under the law to enforce this Agreement. The Parties also agree that they will consult with each other before instituting an applicable remedy under the law to enforce this Agreement.
50. Unless stated otherwise in this Agreement, if either Party disagrees with any aspect of implementation, including any policies, procedures, protocols, manuals, training materials, and other administrative orders or directives created or revised in furtherance of this Agreement, that Party will engage in good faith consultation with the other Party to attempt to resolve the disagreement.
51. 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, arbitral, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.
52. This Agreement does not expand, nor will it be construed to expand, access to any OCSD or DOJ documents, except as expressly provided by this Agreement, by persons or entities other than the Parties.
53. This Agreement will terminate fully when the Parties agree that the Sheriff and OCSD's reform measures herein have been validated as sustained during the validation assessment periods identified in Paragraph 36, above. Consistent with Paragraph 36, the Parties may also consider partial termination of any measure in Section IV prior to full termination and commencing with the first quarterly validation assessment, provided that compliance has been sustained for at least six months.
54. If the Parties disagree whether the Sheriff and OCSD have achieved sustained compliance with the provisions of the Agreement, the Sheriff and OCSD may seek to terminate this Agreement. The Sheriff and OCSD agree to notify DOJ in writing when they have determined that they are in sustained compliance with the Agreement and will document the basis for their position. Thereafter, the Parties will promptly confer as to the status of compliance, and DOJ may elect to conduct reasonable assessments in response to the Sheriff's and OCSD's assertion, including on-site observations, document reviews, or interviews with OCSD personnel.

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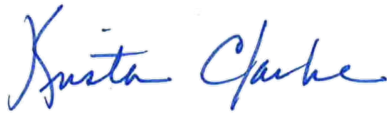
For ORANGE COUNTY SHERIFF'S DEPARTMENT:



DON BARNES
Sheriff-Coroner
Orange County, California

Executed on this 15th day of January, 2025.

For UNITED STATES DEPARTMENT OF JUSTICE:



KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division



REGAN RUSH
Chief
PAUL KILLEBREW
Deputy Chief
PATRICK KENT
LUIS E. SAUCEDO
Trial Attorneys
Special Litigation Section

Executed on this 17th day of January, 2025.