



U.S. Department of Justice

Civil Rights Division

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DJ 207-52-4

*Special Litigation Section - PHB  
950 Pennsylvania Ave, NW  
Washington DC 20530*

September 22, 2014

**Via Electronic Mail and First Class Mail**

Ms. Gail M. Lolis  
Deputy County Attorney  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, NY 11788-0099

**Re: Questions and Concerns Regarding Suffolk County Police Department's Six-Month Compliance Report**

Dear Ms. Lolis:

Pursuant to Section IX(c)(v) of the Agreement between the United States Department of Justice and the Suffolk County Police Department ("Agreement"), we write to provide the United States' preliminary response to Suffolk County's Compliance Report dated July 14, 2014, which the County sent to the United States on July 21, 2014 ("Compliance Report"). Pursuant to Section VII(c)(v), we also include preliminary concerns regarding the draft policies and training curricula that accompanied the Compliance Report. Please note that, as we have previously mentioned, we plan to conduct an on-site assessment this fall. We will conduct an independent verification of the Compliance Report at that time and, subsequently, provide an assessment of the status of the Suffolk County Police Department's ("SCPD") compliance with the Agreement.<sup>1</sup> We look forward to reviewing further steps toward implementation then.

As you know, under the Agreement, Suffolk County (the "County") agreed to provide the United States with a self-assessment Compliance Report six months from the Agreement's Effective Date and every six months thereafter until termination of the Agreement. See Agreement ¶ IX(c)(ii). The Effective Date of the Agreement is January 13, 2014. The Agreement requires that the Compliance Report indicate whether the County believes it has reached one of three levels of compliance: Substantial Compliance, Partial Compliance, or Non-Compliance. Id. Compliance with a material requirement of the Agreement requires the County to have incorporated the requirement into policy; trained all relevant personnel as necessary to

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<sup>1</sup> Pursuant to the Agreement, "the United States may conduct compliance visits or audits as needed to determine whether the County and SCPD have implemented and continue to comply with the material requirements of this Agreement." Agreement ¶ IX(d).

fulfill their responsibilities pursuant to the requirement; and carried out the requirement in actual practice. Id. ¶ IX(a).

In addition to the foregoing, the Agreement requires that the Compliance Report include:

1. the steps SCPD and the County have taken during the reporting period to implement the terms of the Agreement;
2. plans to correct any problems or lack of compliance;
3. a response to any concerns raised by the United States regarding the County’s previous Compliance Report;
4. a projection of the work to be completed during the upcoming reporting period;
5. any anticipated challenges or concerns related to implementation of the Agreement; and
6. a summary of documents relied on for statistical purposes or general data as the basis for self-assessment.

Id. ¶ IX(c)(iii).

The Agreement further requires the United States to notify SCPD of any questions or concerns it has regarding the Compliance Report and the County’s compliance with the Agreement within 60 days of receipt of the Report. Id. ¶ IX(c)(v). It also provides for the United States to notify SCPD of any concerns it has related to policies and training curricula within 60 days of their receipt. See id. ¶ VII(c)(v).

Thank you for providing the United States with the Compliance Report and the documents attached thereto. Overall, we find that SCPD has taken several notable and significant steps toward complying with the requirements of the Agreement. However, many of the improvements are in the nature of development of new policies or procedures and/or training modules. Some of these documents are in need of further development and elaboration. The evidence presented to us of policy implementation is very limited at this time. Thus, while we find that SCPD has demonstrated a substantial good faith effort, much work needs to be done. We also anticipate that the tour we conduct this fall with our experts will offer an opportunity for us to learn more about the implementation and effectiveness of the changes that the SCPD is putting in place.

The following are the United States’ questions, concerns, and comments about SCPD’s Compliance Report, organized by section and subsection of the Agreement. We will provide our assessment of SCPD’s current status of compliance after we conduct our on-site visit.

## **1. BIAS-FREE POLICING**

### **A. Introduction**

This provision requires SCPD to “continue to deliver police services that are equitable, respectful, and free of unlawful bias, in a manner that promotes broad community engagement and confidence in the Department.” See Agreement ¶ III(a). We commend SCPD for amending its “Police Mission” to more directly reflect the goals of the Agreement. However, merely

revising the mission statement does not accomplish the goals set forth in that mission statement. We encourage the Department to continue to take measures to see to it that these goals are met on a systemic basis.

## **B. Policies and Procedures**

Section III(b)(i) of the Agreement requires SCPD to “maintain implementation of a comprehensive policy prohibiting discrimination, including the denial of services, on the basis of race, color, ethnicity, national origin, religion, or sexual orientation...” *Id.* ¶ III(b)(i). Accordingly, SCPD’s *Rules and Procedures* must unequivocally prohibit biased policing and discriminatory policing. Attachment 1 prohibits ‘racial profiling,’ but does not fully address Section III(b)(i) of the Agreement.

Pursuant to Section III(b)(ii), “SCPD’s policy on bias-free policing will prohibit officers from using race, color, ethnicity, national origin, religion, or sexual orientation in conducting stops or detentions, or activities following stops or detentions, except when engaging in appropriate suspect-specific activity to identify a particular person or persons.” *Id.* ¶ III(b)(ii). We find that the SCPD’s definitions of “illegal profiling” and “biased policing”/“discriminatory policing” in Attachment 1 to its Compliance Report are inadequate. The policy contains a “safe harbor” provision that legitimizes suspect-specific use of race, ethnicity, and other demographic characteristics. While the race, ethnicity, or other demographic information of a suspect may properly be used as an element of a suspect-specific description to justify stopping an individual, the description of a suspect *only* by race/ethnicity/other demographic information cannot be used to justify a stop or detention. SCPD’s definition should make this distinction clear. The definitions for these terms in Attachment 3 to the Compliance Report suffer from the same problem.

We also note that the SCPD *Rules and Procedures* attribute policy changes to a Department of Justice mandate. As explained in greater detail in our discussion of the training on bias-free policing (Section III(D)) below, attributing responsibility for Constitutional and statutory compliance to the United States diminishes SCPD’s role in the process.

Under Section III(b)(iii) of the Agreement,

SCPD policy will require that, within five days of receipt, SCPD will refer any complaint of discriminatory policing to IAB for a full investigation. Throughout the pendency of this Agreement, SCPD will also send a copy of any such complaint and material documenting the resulting investigation to the United States within five business days upon completion of the investigation.

*Id.* ¶ III(b)(iii). SCPD policy requires that allegations of profiling or discriminatory policing be forwarded to the Internal Affairs Bureau no later than 48 hours from receipt. *See* Compliance Report, Attachment 3, at 1-2. This conforms to and exceeds the requirements of the Agreement. As discussed above, however, the definitions of “biased policing” and “racial profiling” require refinement. Regarding the internal investigation report SCPD provided, IAB#2013-428i, the United States’ will have its expert review the report and let us know of any comments or concerns they may have.

Under subparagraph (b)(iv) of this Section, “SCPD officers who are found to have engaged in discriminatory policing will be subjected to disciplinary action and, where appropriate, will be referred for possible criminal prosecution.” *Id.* ¶ III(b)(iv). As you note, former SCPD officer Scott Greene has been charged with hate crimes for his alleged thefts of Latino motorists. SCPD has not disclosed findings that any other officers engaged in discriminatory policing. The United States will verify compliance with this provision through upcoming document requests and visits to SCPD facilities.

Subsection (b)(v) requires SCPD to

maintain and implement a policy that promotes bias-free policing and equal protection within its hiring, promotion, and performance assessment processes. Officers who have a history of engaging in biased policing practices will not be entitled to promotional opportunities, except as required by collective bargaining laws and Civil Service Laws, rules and regulations.

*Id.* ¶ III(b)(v). The excerpt from *Rules and Procedures Chapter 17, Section 2* SCPD has provided to us prohibits promotions for officers with a history of biased policing, as required by the Agreement. Chapter 17, Section 2 also promotes, to some degree, bias-free policing in promotion decisions and performance assessments; adding a category of complaint for “Biased Policing” to the professional conduct tracking software SCPD uses, IPro, is also a positive step. Promoting bias-free policing during performance assessments and promotion decisions may require additional policy amendments, such as requiring command-level supervisors to review performance assessments conducted by subordinates to ensure consideration of bias-free policing. In addition, SCPD must take steps to promote bias-free policing and non-discrimination in its hiring policies.

Subsection (b)(vii) requires SCPD to provide, every six months, a report

showing civilian complaints regarding police services related to allegations of discrimination and biased policing, noting the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, SCPD will take as a result of the analysis.

*Id.* ¶ III(b)(vii). We thank you for the information provided concerning civilian complaints related to discrimination and biased policing. However, SCPD should examine its investigative methods carefully. In one case, officers commenced an investigation by inquiring whether the complainant was in fact guilty of the alleged violation that provoked the complaint. Such an approach is unlikely to elicit forthright information from the complainant because it is highly likely to put the complainant on the defensive. We may provide additional questions and concerns once we have had the opportunity to view the civilian complaint process first-hand during our on-site visit.

### **C. Traffic Stop Data**

The United States has no questions or concerns as to this section at this time.

#### **D. Training on Bias-Free Policing**

The Agreement provides that by January 13, 2015, all sworn SCPD officers must receive training on bias-free policing. See Agreement ¶ III(d)(i). SCPD has provided the United States with a draft of the curriculum for this training. We look forward to reviewing the completed training curriculum once it is finalized. Please regard our comments herein as preliminary; the United States will respond with questions and concerns about the final curriculum, pursuant to Section VIII(e) of the Agreement, upon receipt of the final version.

Overall, the draft training curriculum is a step in the right direction. In general, it can be improved by continuing to develop the concept of “discriminatory policing” beyond the definition contained in the Agreement and by limiting the focus of the training to its intended purpose. The draft curriculum initially discusses discriminatory policing, but quickly changes topics to other constitutional rights, and the focus on bias-free policing is lost.

The training should explain discriminatory policing through concrete examples, and demand that the trainees work through scenarios where bias becomes an issue in police work. Starting with simple examples may work best. Does a Caucasian person’s presence in a predominantly African-American neighborhood “look suspicious”? Should it? Does it justify an officer stopping the Caucasian individual? Detaining him? Does it justify stopping other individuals in the neighborhood? It is critical that trainees work through such problems and, as the training moves forward, more complicated ones.

The training does stress that officers who engage in discriminatory policing will be disciplined. This aspect of the training could be streamlined and be just as effective, however. Elucidation of the disciplinary process – and protections for officers in that process – should not come at the expense of other critical aspects, such as effectively explaining what discriminatory policing is and how officers can avoid falling victim to it.

As a final general matter, references to SCPD’s obligations pursuant to the Agreement detract from the training more than they benefit it. For example, the curriculum section “Bias Free Policing Law Review” begins, “As part of the agreement with the Department of Justice, SCPD will engage in Bias-free policing.” Such a statement risks conveying the message that SCPD’s commitment to bias-free policing extends only as far as the Agreement requires. By way of a second example, the fifth Power Point slide of “Bias Free Policing and the Law” cites a definition from “DOJ in *its* agreement with the SCPD” (emphasis added); attributing ownership of the Agreement to the Department of Justice alone diminishes SCPD’s status as a party to the Agreement. Unless there is a compelling reason to include references to SCPD’s obligations under the Agreement, we strongly urge SCPD to eliminate them from the training module. Instead, SCPD should emphasize that bias-free policing is an SCPD mandate.

Our additional preliminary comments regarding certain specific aspects of the training curriculum are set forth below.

- *Methods and strategies for more effective policing that relies upon non-discriminatory factors* (Agreement ¶ III(d)(i)(1)) – The training proposes one strategy to improve the

effectiveness of policing – Community Based Intervention (“CBI”). The training module does not advise officers engaged in CBI how they can guard against discrimination, however. Moreover, the training should incorporate additional strategies that rely upon non-discriminatory factors, including strategies that can be applied during most officers’ routine law enforcement activities.

- *Police and community perspectives related to discriminatory policing (III(d)(i)(2))* – Although the draft training materials include references to the perspectives of police and the community generally, they do not include these groups’ perspectives on discriminatory policing.
- *Constitutional and other legal requirements related to equal protection and unlawful discrimination (III(d)(i)(3))* – The training should emphasize that the right to equal protection is inviolable, regardless of any perceived benefits to public safety or law enforcement. Second, the training materials must clarify instructions that are presently too vague. For example, the materials advise at one point that stop-and-frisk is an “effective tool” when “conducted properly and within the boundaries of the law.” Such statements are too conclusory to assist officers charged with applying constitutional principles in their daily work. Third, the portion of the training on constitutional and legal requirements related to equal protection and non-discrimination should include multiple practical examples for trainees to navigate, as noted above. Finally, while it is commendable that the training materials include cutting edge equal protection issues in policing, additional examples, such as officers’ constitutional obligations when they suspect an individual is undocumented, will be beneficial. Trainees will be best equipped to work through sophisticated issues once more fundamental situations have been covered.
- *The protection of civil rights as a central part of the police mission and as essential to effective policing (III(d)(i)(4))* – Although the training curriculum appears to discuss the interface between civil rights and police work, it stops short of discussing how civil rights are essential to effective law enforcement. For example, the training could address the deterioration of community trust of law enforcement that ensues from targeting particular demographic groups, and emphasize how critical this trust is to effective criminal investigations. The trainees may even be able to provide specific examples of how the erosion of community trust has impacted their work.
- *The existence and impact of arbitrary classifications, stereotyping, and implicit bias (III(d)(i)(5))* – Addressing implicit bias and stereotypes should be a clearer, dedicated focus of the training. Also, although the draft training curriculum discusses the repercussions of constitutional violations for officers, it largely neglects to discuss the impact of bias and stereotyping on the affected communities.
- *Identification of key decision points where prohibited discrimination can take effect at both the incident and strategic-planning levels (III(d)(i)(6))* – The draft training curriculum does not highlight decision points where prohibited discrimination can take effect.
- *Methods, strategies, and techniques to reduce misunderstanding, conflict, and complaints due to perceived bias or discrimination, including problem-oriented policing strategies (III(d)(i)(7))* – The draft training curriculum includes some techniques to reduce misunderstanding and conflict. As part of our review of the final training module, as

soon as it is available, we will provide questions and concerns on this portion in addition to the cultural sensitivity training.

The training also includes instruction on other constitutional rights, as noted. Instruction of this nature is valuable. Topics such as First, Fourth, and Fourteenth Amendment rights require training in greater depth than the draft curriculum provides. In addition, this portion of the training can be made more robust by using examples and requiring trainees to engage in problem-solving, as we noted in our general comments.

SCPD is also required to conduct cultural sensitivity training. See Agreement ¶ III(d)(ii). The draft curriculum addressed this topic, but we will reserve our questions and concerns on the cultural sensitivity training until the final curriculum is completed.

## **2. HATE CRIMES AND HATE INCIDENTS**

### **A. Training**

Under the Agreement, SCPD must annually train all officers on hate crimes and hate incidents. See Agreement ¶ IV(a)(i). As with SCPD's draft curriculum on bias-free policing, we provide preliminary comments below. We look forward to reviewing the finalized curriculum and assessment of compliance with this provision after a site visit.

The draft curriculum is a good start, but several critical elements are noticeably absent. The training should advise officers of their responsibilities in responding to the scene of a hate incident or hate crime, and their responsibility to enter data sufficient to allow SCPD to track and systematically address hate crimes. The training should instruct officers on hate incidents – that is, those acts that reflect bias, but may not rise to the level of a chargeable offense under the hate crimes statute. To be truly instructive on these and other points, the training should include role playing and problem-solving in scenarios drawing upon actual crimes, so that officers will have experience to fall back on when encountering evidence of hate incidents or hate crimes in the field.

In addition, hate crimes training should be presented independently from the materials on bias-free policing and cultural sensitivity. The hate crimes training should advise officers of their obligation to properly identify and charge individuals with penal violations. Presenting such material alongside instruction on an officer's personal conduct – particularly when the latter features the word "bias" used in a different context – presents a risk of substantial confusion.

Below, please find our preliminary questions and concerns regarding certain specific elements of the training curriculum:

- *The elements of relevant crimes, including hate crimes and bias crimes* (Agreement ¶ IV(a)(i)(1)) – The curriculum presented in Attachment 10 summarizes most of the elements of the New York hate crimes statute. The curriculum must be amended to include "coercion" as a specified offense that can form the predicate for a hate crime, and the curriculum should make clear that inchoate offenses – "attempt" – and conspiracies

can constitute predicates for hate crimes. Further, the curriculum should dedicate an independent Power Point slide, not merely a footnote, to emphasizing that the accuracy of the suspect's perception of the victim's class is immaterial. The Compliance Report's Attachment 11, *Rules and Procedures Chapter 24, Section 6*, provides a more complete recitation of these points, and may serve as a useful guide in modifying the training.

- *How to properly charge offenses and avoid the downgrading of crimes, including hate crimes and hate incidents (IV(a)(i)(2))* – The training does not adequately address these points.

## **B. Tracking and Reporting**

Section (IV)(b)(i) requires SCPD to “implement a policy to track, analyze and report patterns and trends regarding hate crimes and hate incidents.” Agreement ¶ IV(b)(i). As to these points, *Rules and Procedures Chapter 24 Section 6*, to which the SCPD refers in its Compliance Report, is too general. Subsection VI(H) of *Chapter 24, Section 6* indicates that steps will be taken to track and report hate crimes patterns and trends, but, it neglects to specify, among other things: (a) what data must be recorded; (b) who is responsible for entering the data; (c) what the “Hate Crimes Unit database” is, and how it will be accessed; (d) who is responsible for aggregating the data (or, if computer aggregation is used, who will extract the aggregated data); (e) who is responsible for mapping and analyzing the data; and (f) what trends or patterns SCPD will seek to identify.

## **C. Quality Assurance**

The Agreement requires that SCPD “implement a policy describing its HCU quality assurance process that ensures that HCU investigations follow proper techniques and procedures.” Agreement ¶ IV(c)(i). *Rules and Procedures Chapter 24, Section 6* sets forth directives for officers to follow in investigating potential hate crimes or hate incidents; as SCPD seems to note, that Section does not describe with any degree of detail the HCU's quality assurance process. The only mention of *ex post* review of HCU cases appears in subsection VI(E), which directs the Commanding Officer of the HCU to

closely review[] case folders relating to every Hate Crimes Unit investigation to ensure proper investigative techniques and Department procedures were followed and to make certain the victim(s) was contacted and kept apprised.... Review and audit of select Hate Crimes Unit cases are also conducted by supervisory staff within the Office of the Chief of Detectives, which oversees the Hate Crimes Unit.

Command Order 14-1 provides additional clarity. This Command Order should be incorporated directly into the text of *Rules and Procedures Chapter 24, Section 6*. Additionally, the revised *Chapter 24, Section 6* should designate a threshold percentage of HCU cases reviewed for each quarter, such that all HCU cases will receive supervisory and, when necessary, command-level review every year. The revised *Chapter 24, Section 6* should identify any considerations that the reviewer may consider in evaluating the quality of the investigations. The revised Section should also describe how HCU investigators will receive the feedback necessary to improve the quality of their work.

Thank you for the information you provided regarding Det. Lt. Hernandez's audits of hate crimes investigations for the first and second quarters of 2014, consistent with the Agreement's requirement that SCPD provide the United States "a report describing all random audits of HCU investigations completed within the current six-month time period and any corrective actions planned or taken as a result of the audits." Agreement ¶ IV(c)(ii). While this information is helpful, in order for us to conduct an adequate review of your hate crimes investigations, we require a more complete description of the audit process. Attachment 13 provides only a short description of each of the incidents investigated, Det. Lt. Hernandez's affirmation that he reviewed the cases, and identification of the command staff with whom the cases were discussed. In addition to this information, SCPD should at a minimum provide (i) the *Rule and Procedure* guiding the substance of Det. Lt. Hernandez's review; (ii) a complete list of the documents reviewed, officers and other individuals interviewed, and facts considered during Det. Lt. Hernandez's audits; (iii) a complete description of the investigative steps the hate crimes investigators took, their findings, and the reasons they provide for such findings; and (iv) a complete description of Det. Lt. Hernandez's conclusions for each case.

### **3. LANGUAGE ASSISTANCE**

#### **A. SCPD Policy on Language Access**

Under Section V(a)(i) of the Agreement, SCPD policy must require a "current Language Access Plan that explains how SCPD will implement its policies and procedures to provide meaningful access to police services." Agreement ¶ V(a)(i). SCPD's Language Access Plan is incorporated directly into the draft of the policy provided. The United States looks forward to reviewing the finalized General Order implementing the Language Access Plan. As to this provision and those that follow immediately below, the United States' language access expert may provide additional technical assistance in any adaptations of the policy that are necessary at that time; accordingly, please regard the United States' comments herein as preliminary. The United States also looks forward to reviewing SCPD's implementation of these provisions during our on-site visit.

Section V(a)(v) of the Agreement mandates that SCPD policy require that "[t]ranslation of all vital written documents and materials ... be consistent with DOJ Guidance, in order to ensure that LEP individuals in the community have meaningful access to such documents and materials." Agreement ¶ V(a)(v). SCPD policy lists documents identified as vital, and provides that they will be translated into the six most commonly spoken languages in Suffolk County, and made available on SCPD's website and at all public police facilities. In addition to translation of the documents identified, SCPD policy should include a catch-all provision that requires translation of any other documents identified as vital. An example of a document that could be considered 'vital,' but which is not listed in the policy, is a *Miranda* rights notification.

Section (V)(a)(vii) of the Agreement mandates that SCPD policy require the "[a]vailability of bilingual operators for complaint phone lines or a dedicated Spanish complaint phone number. SCPD will indicate on its Spanish-language Compliment/Complaint form that the phone operator speaks Spanish." Agreement ¶ V(a)(vii). This language should be incorporated into SCPD policy.

In response to Section (V)(a)(ix)'s requirement that SCPD policy provide for "[r]ecording and periodic auditing of phone calls through the multi-language toll-free complaint hotline," SCPD notes that its "independent [9-1-1 interpretation] vendor maintains its own quality control measures." See Compliance Report at 19. SCPD must develop its own auditing procedures and provide for such procedures in its policy. Pursuant to this provision of the Agreement, such auditing procedures should focus specifically on citizen complaints.

The United States commends SCPD on its efforts to implement procedures designed to document the use of interpreters pursuant to section (V)(a)(x), and looks forward to seeing the procedures in practice and reviewing the collected data.

#### **B. Revised 'Language Line Translating and Interpreting Service'**

Section V(b) of the Agreement requires SCPD to "revise 'Language Line Translating and Interpreting Service,' Order Number 09-117, as follows: ... The order will use the term 'interpretation' to refer to oral communication, and 'translation' to refer to written communication. As written, the order uses both terms interchangeably." Agreement ¶ V(b). SCPD responds that "Order 09-117 has been superseded by Order # 10-58b, which is a Department Memorandum (DMEM) explaining the utilization of Language Line Services. Additionally, a Patrol Division General Order (14-01a) was also issued to update and expand on DMEM 10-58b." See Compliance Report at 20. The United States is in possession of previous versions of DMEM 10-58, but not 10-58b. Adequate review of compliance with this provision will require access to the most updated version, and accordingly we request that SCPD forward a copy as soon as possible.

#### **C. Revised 'Persons with Limited English Proficiency'**

This section of the Agreement requires implementation of pre-approved text of *Rules and Procedures Chapter 26, Section 5*. SCPD proposes modifications of the pre-approved language. Upon receipt of the proposed language, the United States will raise any questions or concerns.

#### **D. SCPD Website**

The United States has no questions or concerns as to this section at this time.

#### **E. Incentives for Department Authorized Interpreters**

In its Compliance Report, SCPD proposes to wait until the certification standards for Department Authorized Interpreters are fixed before submitting the interpreter incentive structure for the United States' review. The United States would be pleased to review a draft proposal of the incentives, under separate cover if necessary.

## **F. Consultation with the Latino Community**

In reference to Section V(f) of the Agreement, the United States directs SCPD to the questions and concerns raised in the United States' letter of May 8, 2014.

## **G. Training on Language Access**

Section V(g) of the Agreement requires that SCPD provide specified training on language assistance measures to all SCPD personnel within 180 days of the Effective Date. SCPD states that the training is in development. The United States requests that the training be forwarded as soon as possible for review.

## **H. Satisfaction Survey**

In reference to Section V(h) of the Agreement, the United States directs SCPD to the questions and concerns raised in the United States' letter of May 8, 2014.

## **4. ALLEGATIONS OF POLICE MISCONDUCT**

The requirements of Section VI of the Agreement require review of SCPD's practices on-site. In particular, the United States will want to look at documentation of how SCPD has used IAPro to analyze and address trends in police misconduct allegations.

## **5. COMMUNITY ENGAGEMENT**

### **A. Introduction**

The United States has no questions or concerns as to this section at this time.

### **B. Community Liaison Officers ("CLOs")**

Section VII(b)(i) of the Agreement requires that SCPD policy assign a CLO to each precinct. See Agreement ¶ VII(b)(i). *Rules and Procedure Chapter 1, Section 5* appears to require such assignment. We look forward to meeting with the CLOs in our upcoming tour of SCPD facilities. The policy should also memorialize SCPD's preference for appropriate bilingual fluency in selecting CLOs. See id. Section VII(b)(i) also requires CLOs to train in federal and state civil rights laws. See id. The United States looks forward to reviewing the curriculum for SCPD's civil rights training once it is finalized and reviewing training sessions on-site at SCPD. Please see our preliminary comments above.

SCPD must also "ensure that the contact information and duty hours of the Community Liaison Officers are publicly available on its website." Agreement ¶ VII(b)(ii). Thank you for posting the CLOs' contact information. Their hours of availability should also be posted.

### **C. Community Oriented Policing Enforcement (“COPE”)**

COPE officers must be defined in SCPD as “those who will be assigned to a specific area as a liaison between the community and the police department to assist the community in solving neighborhood problems.” Agreement ¶ VII(c)(i). Subsections VII(c)(ii) and (iii) set forth additional duties and place additional limitations on COPE officer duties. See id. ¶¶ VII(c)(ii), (iii). *Rules and Procedures Chapter 1, Section 5*, paragraph E(2)(c) describes the practices of COPE personnel in detail, but does not incorporate the descriptions required by the Agreement. This section of the *Rules and Procedures* should be amended to include the requisite definitions for COPE officers.

### **D. Community Response Bureau (“CRB”)**

Under the Agreement, SCPD policy must ensure that each precinct has an officer representing it in the CRB. Agreement ¶ VII(d)(ii). SCPD points out that each precinct is required to appoint a CLO. If each CLO is assigned to be part of CRB – a point that is unclear from the *Rules and Procedures* we reviewed – SCPD policy should so state.

### **E. Community Outreach**

Sections VII(e)(i) of the Agreement requires SCPD’s Commissioner or designated high ranking officer(s) to meet with key leaders in Latino and other minority groups on a regular basis. Agreement ¶ VII(e)(i). Thank you for providing a list of the events attended by personnel in SCPD’s command staff. The list would benefit from additional detail. SCPD should identify (and make public in redacted form, if necessary) the specific community groups with whom the Commissioner and other designees have met and what constituencies the organizations represent. In our upcoming tour of SCPD, we hope to have the opportunity to ask the relevant officials which meetings were productive, in what ways, and why.

Section VII(e)(ii) requires SCPD to continue its outreach programs such as Police Athletic League, English as Second Language classes and others for all members of the community, with the assistance of bilingual SCPD officers. Agreement ¶ VII(e)(i). Although you provided a calendar of community meetings, and *Rules and Procedures Chapter 1, Section 5* lists the duties of the CRB and COPE personnel in general terms, we would appreciate additional information about current SCPD community outreach programs. We look forward to reviewing such programs in action in the near future.

Under the Agreement, SCPD must provide officers with (a) Spanish language learning opportunities and (b) sensitivity and diversity training, including presentations administered by Suffolk-based or local Latino organizations. See Agreement ¶ VII(e)(v). We look forward to reviewing the mandatory language training described, and appreciate SCPD exploring additional opportunities for officers to develop secondary language skills beyond the mandatory lesson. The syllabus for the supplementary course that SCPD provided indicates several important features, notably the focus on law-enforcement specific vocabulary and scenarios. Additional details that may be helpful concerning the supplementary training are how it will be funded (whether by the officers themselves, or by SCPD) and what enrollment SCPD may expect for the

course. The supplementary training may also be especially useful for particular officers, such as those regularly engaging with the Latino community. Note that the cultural sensitivity component of any non-mandatory training, while beneficial, would not by itself satisfy the requirements of the Agreement.

## **F. Social Media and Notification Systems**

SCPD must ensure that social media and other alert messages (such as those on Nixle) are broadcast in English, Spanish, and any other non-English language commonly spoken by community members, consistent with Title VI. See Agreement ¶ VII(f)(i). SCPD must also advertise the availability of such messaging systems to the community. Id. ¶ VII(f)(ii). We commend SCPD for producing Nixle alerts in Spanish, as it has done consistently in recent months. SCPD must ensure that similar alerts on social media, such as Facebook, appear in Spanish. SCPD did not identify in its Compliance Report how it advertises the availability of Nixle or social media alerts in Spanish. The United States looks forward to reviewing such advertisements as soon as they can be identified.

## **6. POLICIES AND TRAINING GENERALLY**

Under section VIII(f) of the Agreement, SCPD must “implement a mechanism to ascertain whether Rules and Procedures required by this Agreement are being followed and to measure the success of the revised, modified, or newly created Rules and Procedures. The mechanism will incorporate measuring officer accountability and seeking community input as part of its metrics.” Agreement ¶ VIII(f). Assessment of compliance with this section will require additional documentation of any directives for the action committee, action committee notes, and action committee corrective action plans/action items. In addition, we will need to review SCPD practices on-site, including how the internal controls already in place are holding officers accountable for complying with *Rules and Procedures*.

Section VIII(h) of the Agreement requires that “SCPD ... ensure that all revised or modified policies, procedures, directives, or orders are provided to SCPD members in a manner that clearly highlights or distinguishes any modification or change within the text of the policy itself.” Agreement ¶ VIII(h). The United States will review examples of modified policies on our on-site visit to confirm compliance with this provision.

Subsection VIII(h)(i) of the Agreement requires that SCPD ensure that personnel read and understand their responsibilities pursuant to any revised policy or procedure, and require SCPD officers to demonstrate such understanding. See id. ¶ VIII(h)(i). “SCPD will also ensure that all officers know that, if they need clarification of a Rule and Procedure, they should consult with their supervisor.” Id. The United States will review documentation confirming compliance with this provision during our on-site visit.

## **CONCLUSION**

We hope you find our preliminary comments and technical assistance helpful. The United States’ experts in police practices may have additional feedback beyond these questions

and concerns, particularly as to policies and curricula that continue to undergo revision; we will provide any such comments as soon as practicable. We will also provide our assessment of SCPD's compliance following our on-site visit this fall.

We look forward to continuing to work with the County in its implementation of the Agreement and its enhancement of bias-free policing, hate crimes investigations, investigations of officer misconduct allegations, language assistance services, and community engagement.

Sincerely,

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