

1 NSA and the AMOU.” Dec. 5, 2012 Proposed Order at 6 (emphasis added). Pursuant to that
2 agreement, the Court ordered that: “The Compliance Director will have the power to review,
3 investigate, and take corrective action regarding OPD policies, procedures, and practices that
4 are related to the objectives of the NSA and AMOU, *even if such policies, procedures, or*
5 *practices do not fall squarely within any specific NSA task.*” Dec. 12, 2012 Order at 6
6 (emphasis added). The Compliance Director’s powers are broad, and the City shall
7 immediately cease its misguided efforts to constrict the Court’s orders. Any City officials or
8 personnel, without exception, who fail to do so will be subject to show cause hearings before
9 this Court as to why sanctions should not be imposed against them.

10 In addition, the City appears to have increased its reliance on legal or contractual¹
11 arguments when dealing with the Compliance Director and Monitor, both of whom have
12 expertise in the substantive issues in this case but neither of whom has been trained in the
13 law. If the City continues to pursue this strategy, the Court may appoint legal counsel to
14 assist the Compliance Director and/or Monitor in their discussions with the City. The fees of
15 any counsel so appointed will be paid by the City.

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17 **IT IS SO ORDERED.**

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19 Dated: 04/10/13



THELTON E. HENDERSON, JUDGE
UNITED STATES DISTRICT COURT

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26 ¹To avoid any ambiguity, the Court makes explicit that which should have been clear
27 from the outset: The scope of the Monitor’s work is governed by this Court and not by the
28 Monitor’s contract with the City. If the City contends that it cannot pay the Monitor for any
work ordered or directed by this Court that may go beyond the contract, then the City shall
immediately notify the Court so that the Court can arrange for payment of the Monitor’s
reasonable fees and expenses through the Court’s registry.