

EXHIBIT A

12. a. The Monitor's position will come to an end in *Floyd* no sooner than three years after the Court's entry of the final order approving the Immediate Reforms to be developed in *Floyd* and if and only if the City can show by a preponderance of the evidence at that time that it has achieved substantial compliance with all of the Immediate and Joint Process Reforms to be approved and so-ordered by the Court in *Floyd*. If the City fails to make such showing, the Monitor's position will continue until such time as the City can make the required showing of substantial compliance.

b. The Monitor's position with respect to the preliminary injunctive relief in *Ligon* will come to an end no sooner than three years after the Court's entry of the final order approving the preliminary injunctive relief set forth in Section III of this Order ("*Ligon* Preliminary Injunctive Relief") and if and only if the City can show by a preponderance of the evidence at that time that it has achieved substantial compliance with all of the *Ligon* Preliminary Injunctive Relief. If the City fails to make such showing, the Monitor's position will continue until such time as the City can make the required showing of substantial compliance.

c. "Substantial Compliance" shall be defined as compliance with all material aspects of (i) the Immediate and Joint Process Reforms to be approved and so ordered by the Court in *Floyd*, for *Floyd* and (ii) the *Ligon* Preliminary Injunctive Relief, for *Ligon*. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance will not constitute a failure of substantial compliance. However, temporary compliance during a period of otherwise sustained non-compliance shall not constitute substantial compliance.

d. Substantial compliance shall be measured using the milestones to be set by the Monitor pursuant to paragraph 5 above.