City of Seattle

Seattle Police Department

February 25, 2013

Merrick Bobb
4954 Cromwell Avenue
Los Angeles, CA 90027

Dear Merrick,

Thank you for providing us with a copy of your proposed Monitoring Plan on February 1st. I understand that you have been out of the country this month, but I hope we will have an opportunity to meet with you this week to discuss your proposed Plan.

I want to reiterate my commitment and the Department's commitment to fully implementing all of the reforms in the Settlement Agreement. The City and DOJ spent months carefully crafting these reforms with the goal of ensuring that police services are delivered in a manner that fully complies with the Constitution and laws of the United States, effectively ensures public and officer safety, and promotes public confidence in the Seattle Police Department and its officers. With these goals in mind, the Department has a strong interest in proceeding as expeditiously as possible to implement these reforms.

SPD is made up highly dedicated men and women who are committed to ensuring public safety in our community. I believe that the changes required by the Settlement Agreement will strengthen our officers' ability to provide high quality services in a constitutional manner. This will lead to improved public trust and confidence in the Seattle Police Department and its officers.

I am looking forward to working with you and your Monitoring Team as we begin to implement terms of the Settlement Agreement. Your perspective and expertise will undoubtedly prove to be invaluable in this process. A Monitoring Plan should provide us with the guidance we need to move forward in a collaborative manner while accomplishing the required tasks as efficiently and expeditiously as possible. A Monitoring Plan should also provide a roadmap for compliance by clearly stating what the Department is required to do, when the tasks must be completed and how the requirements of the Agreement will be evaluated for compliance.

As you know, the Settlement Agreement requires that the Monitor develop a Monitoring Plan within 120 days of the Monitor's appointment and then submit the Plan to the Parties for review and approval. There is also a requirement that the Monitor meet with the parties during the development of the Plan to determine what the outcome measures will be and how the outcome assessments will be conducted. We have not yet had an opportunity to have those discussions. If the Parties do not agree with the proposed Monitoring Plan, the Department will develop the policies, training and procedures in accordance with the Settlement Agreement.

Obviously it will be challenging to implement the Settlement Agreement without an agreed upon Monitoring Plan. Therefore, it is important for us to meet this week and try to reach an agreement.

The Department has thoroughly reviewed your proposed Monitoring Plan and we have conferred with the City Attorney's Office to determine whether any portions of the Plan conflict with the terms of the Settlement Agreement. We have a few concerns about the proposed Plan that we would like to discuss with you further this week:

- The proposed Plan does not provide the necessary clarity and guidance called for by the Settlement Agreement. While the Plan describes many areas of the Department that the Monitor is interested in examining, the Plan does not "clearly delineate the requirements of the Settlement Agreement to be assessed for compliance, indicating which requirements will be assessed together." (Settlement Agreement ¶ 183(a)).

- The proposed Plan does not "set out a schedule for conducting a compliance review or audit of each requirement of the Settlement Agreement within the first year." (Settlement Agreement ¶ 183(b)). The Plan does not explain how those reviews or audits will be conducted or how each requirement will be assessed for compliance.

- The proposed Plan does not explain how the Monitor will evaluate the outcome measures to determine compliance with the Settlement Agreement. (Settlement Agreement ¶ 188). In addition, the Monitor has not yet met with the Parties, as required by the Agreement, to determine what the outcome measures will be and how they will be assessed.

- In some areas, the proposed Plan conflicts with the terms of the Settlement Agreement or goes beyond the scope of the requirements contained in the Agreement. We asked the City Attorney's Office to examine your proposed Plan for consistency with the terms of the Settlement Agreement. I have attached their comparison chart to this letter.

- The proposed Plan extends the 45-day period for the Monitor's review and approval of draft policies, training curricula and other documents. The 45-day period is a deadline that is set by the Settlement Agreement. (Settlement Agreement ¶ 177). Since the Department cannot begin implementing policies, training and procedures until after the Monitor's approval, we want to make sure that the Plan does not create any unnecessary delays while still providing an opportunity for a collaborative review process.

In an effort to facilitate the discussions regarding the Monitoring Plan, the Department has prepared a framework for development of a Plan based upon the requirements and guidance from the Settlement Agreement. This framework identifies all of the required elements of the Settlement Agreement along with the required procedures and timelines for the development, review, approval and implementation of policies, training curricula, and procedures. This is merely a framework and additional details of the Monitoring Plan will need to be worked out by the Parties and the Monitor. I have attached the Monitoring Plan framework concept paper and its

associated spreadsheets for your review. I hope that this will provide a useful starting point for our negotiations this week.

Once again, I am looking forward to working with you and your team over the coming years as we implement the reforms and improve the quality of policing in Seattle.

Sincerely,

John Diaz
Chief of Police

Cc: Peter S. Holmes, Seattle City Attorney
File

Attachments

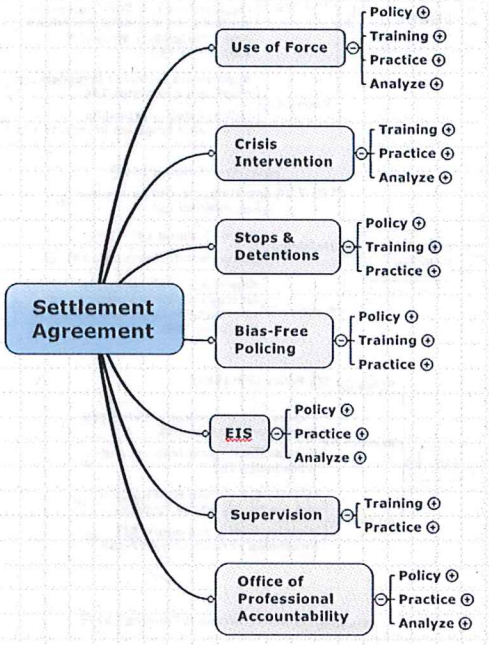
Monitoring Plan Framework
Seattle Police Department Concept Paper
February 25, 2013

Purpose and Scope of the Monitoring Plan

The Monitoring Plan is a management tool that will be used by the Monitor and the Parties to ensure that the Settlement Agreement is implemented in a timely, efficient and effective manner. The Plan should provide clear guidance on how to achieve compliance with the requirements of the Agreement. The Monitoring Plan does not expand the scope, modify the obligations, or change the requirements of the Settlement Agreement.[1]

The Monitoring Plan is essentially a roadmap that will define the working relationship of the Monitor and the Parties for the duration of the Settlement Agreement. Therefore, it is important for the Monitoring Plan to include clear and unambiguous directions, well defined tasks and determinate dates. The Plan should present the specific metrics that will be assessed, a schedule for audit and review of those metrics and an explanation of the methodology that will be used to determine compliance. The Plan should provide the framework for open, honest, and continuous communications between the Monitor and the Parties which will help keep the implementation process on track.

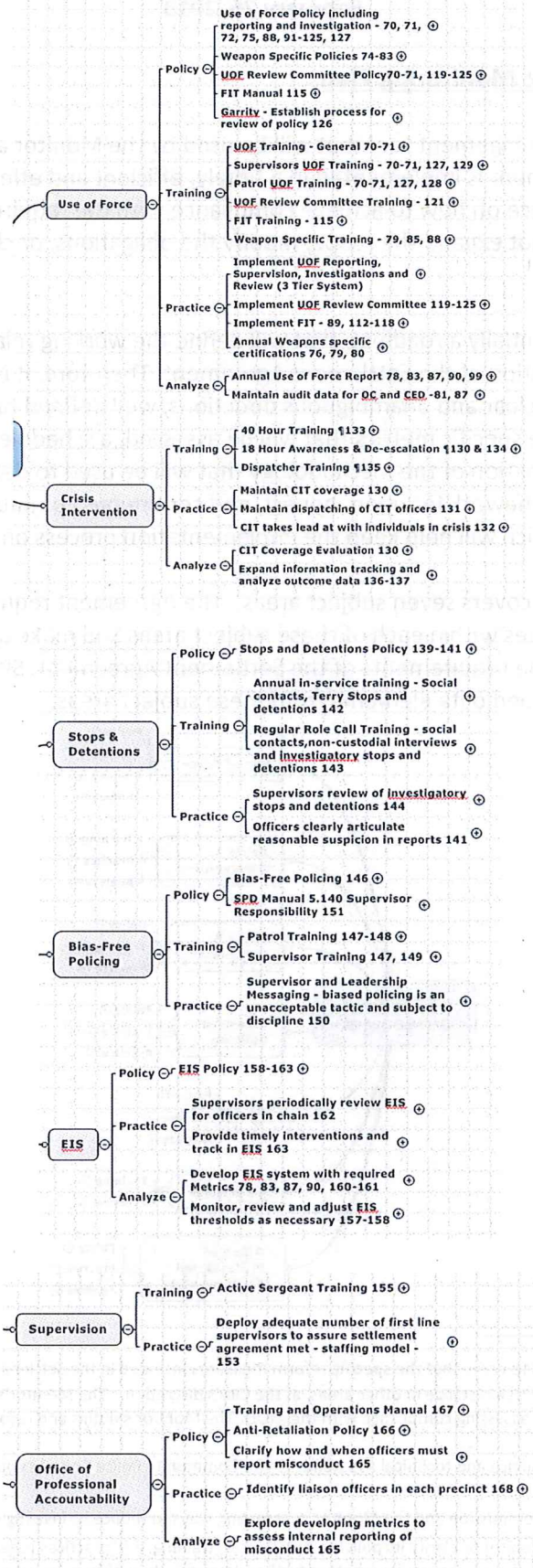
The Settlement Agreement covers seven subject areas. The Agreement requires SPD to examine specific policies, training and practices within each of these subject areas and make any changes that are necessary to comply with the requirements of the Settlement Agreement. SPD is also required to collect, analyze and report on specified data elements from these subject areas.



[1] In general, the role of the Monitor is to verify that the specific reform measures included in the Settlement Agreement are implemented. (SA ¶¶ 169, 173). SPD may request technical assistance in other areas, at the City's discretion. The Monitor's role regarding the MOU is advisory and the Monitor is not responsible for assessing compliance with the MOU. The Monitor's duties and responsibilities regarding the MOU are set forth in the MOU:

1) The Monitor may provide advice and technical assistance to the Community Police Commission, as determined by the City. (MOU ¶ 7)
2) OPA will consult with the Commission and the Monitor in assessing ways to reduce its investigative timelines. (MOU ¶ 16)
3) SPD will consult with the Monitor to clarify its policies, procedures, training, and practices regarding the data collection for investigatory stops as needed, and to consider whether further data collection of investigatory stops will be beneficial. (MOU ¶ 19)

Within these subject areas, the Settlement Agreement identifies specific policies, training, procedures, practices and analyses that are required. A visualization of these requirements is below:



The Settlement Agreement identifies two alternate paths by which "full and effective" compliance can be achieved: (1) "Compliance Reviews and Audits," demonstrating that the material requirements of the Agreement (policies, training, practices, and analysis) have been satisfied (SA ¶183-5); or (2) "Outcome Assessments," demonstrating that no pattern or practice of unconstitutional uses of force exists. (SA ¶187). The purpose of the Monitoring Plan is to set out the metrics, methodologies, processes and deadlines for each of these paths for compliance.

Structure of the Monitoring Plan

In order to successfully implement the terms and conditions of the Settlement Agreement in a timely manner, it is essential for the Parties and the Monitor to:

1. Identify the tasks that are required to be completed,
2. Prioritize the order in which the tasks should be completed with a detailed schedule for implementation, and
3. Provide the metrics and standards by which each required task will be evaluated for compliance.[2]

1. Identification of Required Tasks

The Settlement Agreement contains discrete tasks that SPD is required to complete. These tasks include the development and adoption of policies or in some cases the adoption of specific policy language to existing policies, providing training programs, implementing police practices and analyzing and reporting on data. Each task must incorporate the requirements of the Settlement Agreement associated with that task. The requirements for each task should be assessed together for compliance.

2. Prioritization of Required Tasks

A. Policy

Many of the tasks required by the Settlement Agreement are dependent upon the adoption of new or revised policies. Training curriculum cannot be developed and practices cannot be implemented until after the policy is adopted. Therefore, the Monitoring Plan should prioritize the development, review, approval and adoption of the policies required by the Settlement Agreement. During the first few months of the plan, SPD should focus its resources on developing the new policies and the Monitor should devote resources towards reviewing those policies for compliance with the Settlement Agreement. The Agreement provides for a 45 day period for the Monitor to review the draft policy and ensure that it does not conflict with the Settlement Agreement. (¶177). SPD has prioritized the development of the policies required by the Settlement Agreement. Two draft policies (Bias-Free Policing and Stops and Detentions) were provided to DOJ and the Monitor in January. Most of the Use of Force policies will be

[2] The Settlement Agreement requires the Monitoring Plan to:

1) Clearly delineate the requirements of the Settlement Agreement to be assessed for compliance, indicating which requirements will be assessed together; and
2) Set out a schedule for conducting a compliance review or audit of each requirement of the Settlement Agreement within the first year of the Settlement Agreement, and a compliance review or audit of each requirement at least annually thereafter.
3) Set out deadlines for policy, training, development, implementation and conducting compliance reviews and audits. (SA ¶ 183)

provided in early March. These policies cannot be adopted and implemented without the approval of the Monitor. Therefore, it is essential that the Parties and the Monitor focus their attention on the review, approval and adoption of these policies in the coming weeks.

B. Training

Once a policy has been approved, in most cases the next step is for SPD to develop a training curriculum for the policy. As soon as the policy is approved by the Monitor, SPD will begin drafting the training curriculum with the goal of providing the Monitor with a draft within 120 days. Officers cannot be trained on the new policy until after the Monitor has approved the training curriculum. It will generally take several months to a year to train all the relevant personnel on the new policy. Therefore, it is essential for the Parties and the Monitor to review and approve the curriculum within the 45 day period provided by the Agreement.

C. Schedule for Implementation of Required Tasks

Once a policy has been adopted, SPD will implement the policy within 30 days. At the time of adoption, all SPD personnel will be held accountable for complying with the policy requirements. Therefore, the Monitor may begin to assess compliance with the policy at the time of adoption.

There are some required tasks that do not require the Monitor's approval prior to implementation (e.g. providing 40 hour CIT training for officers) and there are some required tasks that are already current practice (e.g. maintaining CIT coverage and maintaining CIT dispatch practices). For these tasks, SPD will either continue the practice or will begin the task as soon as practicable.

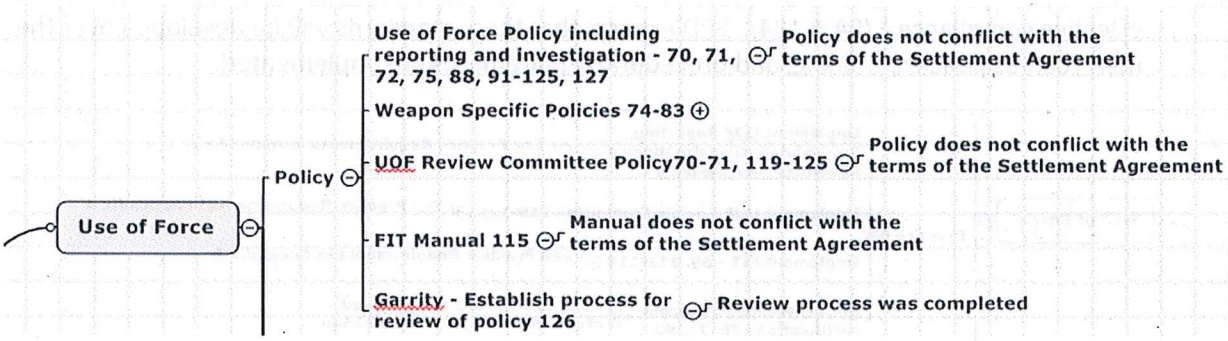
Appendix A includes a spreadsheet with a detailed schedule for the development, approval, implementation and review of the tasks required by the Settlement Agreement. For each task there is a scheduled delivery date when either the task will be completed (if no Monitor approval is required) or the deliverables will be presented to the Monitor for approval.

3. Metrics and Standards to Evaluate Compliance

The Monitoring Plan is required to clearly delineate the requirements of the Settlement Agreement that will be assessed for compliance and provide a schedule for conducting a compliance review or audit of each requirement.

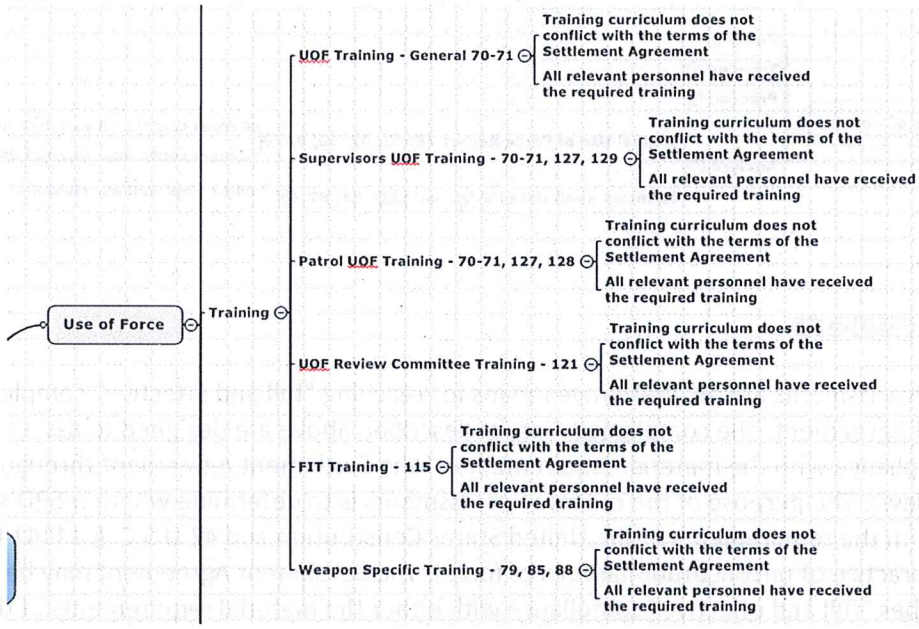
A. Policies and Training Curricula

The Settlement Agreement provides clear guidance regarding the requirements that must be included in policies and training curricula. When a draft policy or curriculum is presented to the Monitor for review, the Monitor will determine whether or not the document contains the elements required by the Settlement Agreement. If the draft does not conflict with the terms of the Settlement Agreement, it will be approved. DOJ and the Monitor will have up to 45 days to review and comment on the draft prior to approval. SPD may choose to revise the policy after receiving those comments. Appendix A provides a spreadsheet for the approval of policies and training.



B. **Training**

After the Monitor has approved the training curricula, SPD will begin to train all relevant personnel. The Monitor's role is to determine whether all of the relevant personnel have been trained.

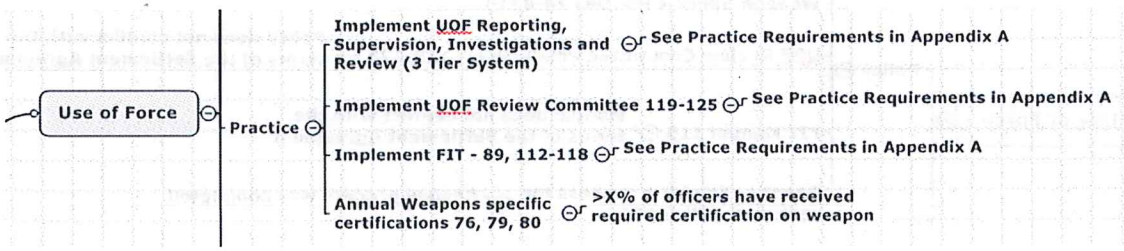


C. **Practice Requirements**

The Settlement Agreement requires specified tasks and material requirements of policies to be carried out in practice. The Agreement lists the procedural requirements that must be met in order for the practice to be found in compliance. For example, the Agreement identifies the procedural requirements that the Use of Force Review Committee and the FIT are required to follow. Compliance would be measured according to the successful implementation of those procedural requirements. All of the practice requirements are listed in Appendix A.

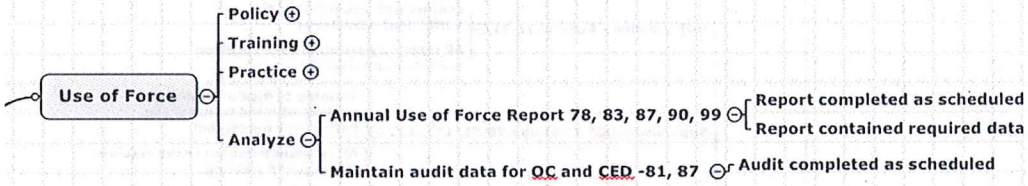
The monitoring of many of the practical and procedural requirements will necessitate more detailed auditing plans and adoption of benchmarks or targets. For example, the Agreement requires that officers will report Type I, Type II, and Type III uses of force in accordance with certain requirements. The parties will need to develop ways to audit compliance with these requirements, and identify what is an acceptable rate of compliance. The Agreement recognizes that "noncompliance with mere technicalities, or temporary or isolated failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain full and

effective compliance." (SA ¶ 184). SPD expects that these standards will be developed over the next year, as policies, training, and procedural requirements are implemented.



D. Reports and Analyses

The Monitor will determine whether or not required reporting and analysis has been conducted in accordance with the Agreement.



Outcome Assessments

The Outcome Assessments are an alternative means for reaching "full and effective" compliance with the Settlement Agreement. The compliance metrics described above are designed to assess "full and effective" compliance with the material requirements of the Settlement Agreement through compliance audits and reviews. The purpose of the outcome assessments is to determine whether SPD's use of force is consistent with the requirements of the United States Constitution and 42 U.S.C. § 14141 (i.e. there is no pattern or practice of unconstitutional uses of force). The Settlement Agreement may be terminated if the City reaches "full and effective" compliance with either the material requirements of the Agreement or the outcome assessments which demonstrate that SPD's use of force does not amount to an unconstitutional pattern or practice.

The Settlement Agreement provides list of potential outcome measures that could be used to determine compliance with the Settlement Agreement. (SA ¶ 189).

Use of Force Measurements

1. The rate of force used per arrest by SPD
   - By force implements used
   - By geography
   - By type of arrest
2. The rate of excessive or unnecessary force complaints that are sustained
   - By force type
   - By source of complaint (internal or external)
   - By type of arrest
   - By type of force complained of

3. Uses of force that were found to violate policy
    - By force type
    - By type of arrest
    - By force implement used
    - By number of officers involved
4. The number and rate of use of force administrative investigations/reviews in which each finding is supported by a preponderance of the evidence
5. The number of officers who have more than one instance of force found to violate policy
6. The general quality of use of force investigation and reviews including FIT investigations
7. Training Measurements
    - Verifications and assessments as incorporated into training modules
    - Modifications or improvements to training resulting from review and analysis required by the Settlement Agreement
8. Supervision Measurements
    - Effectiveness of supervisory responses to incomplete or insufficient use of force reports, or other inappropriate uses of force by officers
9. Accountability Measurements
    - The number of use of force related misconduct complaints (broken out by type of complaint), with a qualitative assessment of whether any increase or decrease appears related to access to the complaint process
    - Rate of sustained, lawful and proper, inconclusive, and Training Referral use of force related misconduct complaints
    - The number of officers who are subjects of repeated use of force related misconduct complaints, or have repeated instances of sustained use of force related misconduct complaints
    - The number, nature, outcome, and settlement amount, if any, of civil suits against SPD officers related to use of force regardless of whether the City is a defendant in the litigation
    - Arrests/summons of officers for on duty conduct related to use of force
    - Criminal prosecutions of officers for on or off duty conduct related to use of force.

This list of potential metrics provides a useful starting point for the development of the outcome assessments. However, additional work will need to be done to refine and expand upon these measures and develop the methodology and benchmarks for assessing the desired outcomes. The Settlement Agreement requires the Monitor to meet with the Parties to determine what outcome measures will be reviewed and how the Monitor will evaluate the outcomes in measuring full and effective compliance. (SA ¶188). Once the measures and the methodology have been agreed upon, the Monitor is required to set out a schedule for conducting outcome assessments for each outcome measure at least annually with the first assessment occurring within 18 months of the Effective Date. After each assessment, the City and the Monitor may agree to modify the assessment plan and schedule.

Under the Settlement Agreement the discussions regarding the outcome assessments were supposed to have occurred during the development of the Monitoring Plan. Since these discussions have not yet happened, it is recommended that the Parties meet with the Monitor as soon as possible to develop the metrics and methodology for the outcome assessments. This process should be completed no later than May 1, 2013.

Comparison: Monitoring Plan with Settlement Agreement & MOU

TOPIC	MONITORING PLAN	SETTLEMENT AGREEMENT/MOU
Access	"Paragraphs 201– 204 of the Settlement Agreement guarantee the Monitor, among other things, full and unfettered access to all written or electronic documents and data, personnel, and meetings or conferences within the Seattle Police Department." p. 5	Not "full and unfettered access;" SA provides "full and direct access" with some qualifications: • "The City will ensure that the Monitor will have timely, full, and direct access to relevant City staff, employees, and facilities that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by the Settlement Agreement. The Monitor will cooperate with the City to access people and facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes interference with daily operations, and will not compromise the integrity of any ongoing criminal investigation." ¶ 202 • "The City will ensure that the Monitor will have full and direct access to all City documents and data that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by the Settlement Agreement, except any documents or data protected by the attorney-client privilege." ¶ 203
Pattern or Practice	The monitoring plan is designed "to remedy the pattern or practice of unconstitutional policing." p.7	*Alleged* pattern or practice
Discipline	"Disciplinary results on findings that force was out of policy or its equivalent will merit the most serious discipline." p. 7 (appears	"Corrective Action: The UFC will not make recommendations concerning

	twice on the page)	discipline; however, the Chair of the UFC is obligated to ensure a referral to OPA is made if potential misconduct is discovered in the review process. Should policy, equipment, or training deficiencies be noted in the review process, the UFC Chair will ensure that they are brought to the attention of the relevant commanding officer for appropriate action. The Bureau Commander of the officer involved with the use of force will have the final responsibility regarding retraining or recommending discipline to the Chief." ¶ 125
Databases	"At each precinct, specialized unit, and at headquarters, there will be proactive, consistent, constant, and thorough management of the risk of unconstitutional policing based in large part upon the collection and analysis of electronic data in integrated relational databases fully available in each precinct and at headquarters." pp. 7-8	• Not possible to provide "constant" management of the risk. • SA and MOU do not require "integrated regional databases fully available at each precinct and headquarters" • Refers to EIS?
Supervision	"Sergeants will hold rank-and-file officers strictly accountable for constitutional policing. Lieutenants likewise will hold sergeants strictly accountable for the elimination of discriminatory policing and excessive force. The precinct captain, and the captain of each specialized unit, shall be held strictly accountable for the active management of the risk of unconstitutional policing. Annual or more frequent performance reviews will expressly give specific examples and evaluate how rank-and-file officers, sergeants, lieutenants, and captains are acquitting themselves of the responsibility for maintenance of constitutional policing. Similarly, the Chief of Police will require the same in performance reviews of Deputy and	• What does strictly accountable mean? • Nothing regarding annual or other performance reviews in the agreements • "Each supervisor reviewing the incident is responsible for ensuring a full and accurate account of the incident, and identifying and resolving any inconsistencies or alternatively, bringing them to the attention of OPA or his/her supervisor." ¶ 97 • Additional review and reporting to OPA requirements at ¶¶ 100, 102, 104 • "SPD leadership and

	Assistant Chiefs." p. 8	supervising officers will continue to reinforce to subordinates that discriminatory policing is an unacceptable tactic, and officers who engage in discriminatory policing will be subject to discipline." ¶ 150 • "Precinct commanders and watch lieutenants will continue to closely and effectively supervise the first-line supervisors and officers under their command, particularly whether commanders and supervisors identify and effectively respond to uses of force." ¶ 156 • See also ¶ 125
EIS	"There will be a complete Early Identification System with realistic triggers to identify and deal with problem officers and those who might become so. Those officers will receive heightened oversight and supervision by their sergeant, lieutenant, and captain and be counseled, mentored, or retrained, if possible." p. 8	• Officers who appear in the EIS system are not necessarily "problem officers." • "The City's EIS system will continue to be used for risk management purposes and not for disciplinary purposes. SPD will monitor the EIS to ensure it is meeting its objective of providing SPD with notice before behaviors become problematic." ¶ 157 • "Supervisors should periodically review EIS activity of officers in their chain of command." ¶162 • "SPD will revise its EIS policy and procedure, as necessary, so that interventions assist officers in avoiding potentially troubling behavior. Specifically, SPD policies and procedures will ensure that (1) the intervention strategy is implemented in a timely manner; (2) data regarding the

		implementation of the intervention is tracked in EIS; and (3) if necessary, the employee's supervisor reviews the progress of the intervention strategy. " ¶ 163
Surveys etc.	"Increasing levels of confidence and trust by all members of the community policed by the SPD as measured by surveys, clearance rates, cooperation from witnesses, and full implementation of community-based policing at the precinct level, with particular emphasis on the African-American and other minority communities." p. 8	• Outcome assessments address surveys ¶¶ 189-90 • See also MOU ¶ 13 regarding surveys • "In consultation with the Commission, SPD will consider additional metrics to measure community satisfaction with OPA." MOU ¶ 18
Precinct Policing Goals	"The establishment of policing priorities and goals in each precinct and in general should be accomplished jointly by the SPD and bona fide community representatives, principally the Community Police Commission (CPC)." p. 8	• See MOU re the CPC's scope and authority • This "should" item may be a recommendation rather than a requirement
Supervision	"Analysis of SPD's span of control to ensure that there are an adequate number of qualified first-line supervisors to provide the necessary mentoring and oversight of officers, and to prevent the extended use of acting sergeants without sufficient training." p.9	• See MOU ¶ 20 regarding mentoring • "The City will provide and SPD will deploy an adequate number of qualified field/first-line supervisors (typically sergeants) to assure that the provisions of this Agreement are implemented. SPD will employ sufficient first-line supervisors to assure that first-line supervisors are able to: 1) respond to the scene of uses of force as required by this Agreement; 2) investigate each use of force (except those investigated by FIT) in the manner required by this Agreement; 3) ensure documentation of uses of force as required by this Agreement; and 4) provide supervision and direction as needed to officers employing force." ¶ 153

		• "The City and SPD will ensure that personnel assigned to a planned assignment of acting sergeant for longer than 60 days will be provided adequate training to fulfill the supervisor obligations under this Agreement, either prior to serving as acting sergeant, or as soon as practicable (and in no event longer than 90 days from the beginning of the planned assignment)." ¶155
CIT	"The SPD currently has one team of four individuals in the CI Team. The SPD should consider adding more officers and mental health professionals. These additions are necessary to provide coverage in each precinct for each watch to enable a timely response to persons in the midst of serious crisis." p. 9	• "SPD will continue to provide Crisis Intervention training as needed to ensure that CI trained officers are available on all shifts to respond to incidents or calls involving individuals known or suspected to have a mental illness, substance abuse, or a behavioral crisis ("individuals in crisis")." ¶ 130 • The CIC will evaluate staffing levels and make recommendations under MOU ¶ 25
Institutional Change	"Permanent institutional change such that there no longer exists a factual basis to sustain the findings the United States made on December 16, 2011, after a lengthy investigation." p. 9	"The City does not admit or agree with DOJ's findings and conclusions." ¶ 17 "Nothing in the Agreements will be construed as an acknowledgment, agreement, admission, statement, or evidence of liability of the City, SPD, or any of its officers or officials under 42 U.S.C § 14141. Nor will the Agreements constitute or be construed as an acknowledgement, agreement, admission, statement, or evidence of any violation of applicable law or of the

		existence of a pattern or practice of conduct by law enforcement officers of the City that deprives persons of rights, privileges, and immunities secured or protected by the Constitution and laws of the United States. The Agreements do not constitute an admission that any individual complaint reviewed by DOJ was meritorious or improperly addressed by SPD." ¶18; see also ¶ 216
OPA	"OPA will oversee and monitor investigations and inquiries performed in the precincts if any;" p. 10	"OPA liaison officers should be identified at each precinct to facilitate matters handled at the precinct level, including those classified for Supervisor Action, to ensure quality and timeliness. OPA will continue to provide final review of all such matters." ¶ 168
OPA	"OPA will . . . eliminate the finding "Supervisory Intervention" in letter or spirit;" p. 10	Not in the SA or MOU
OPA	"OPA will . . . overhaul and improve OPA's current classification and findings systems;" p. 10	• "DOJ found that the OPA system is sound and that investigations of police misconduct complaints are generally thorough, well-organized, well-documented, and thoughtful. " ¶ 164 • "OPA will complete an update of its Training and Operations Manual ("OPA Manual") that will formalize OPA's procedures, best practices, and training requirements" including the specific protocols and items set forth in SA ¶ 167.
OPA	"OPA will . . . revise its operations so as to be transparent and accessible to the public." p. 10	• "DOJ found that the OPA system is sound and that investigations of police

		misconduct complaints are generally thorough, well-organized, well-documented, and thoughtful. The Parties agree that SPD should continue to strive to ensure that all complaints regarding officer conduct are fully and fairly dealt with; that all investigative findings are supported by the evidence and documented in writing; and that officers and complainants receive a thorough, fair, and expeditious resolution of complaints." ¶ 164 • "The City and SPD will develop and implement, in coordination with the Commission, a program to broadly educate the Seattle community about the various methods for making misconduct complaints. The topics below should be considered for incorporation into the outreach program." MOU ¶ 17
OPA	"OPA-IS and IL investigations and interviews will avoid leading questions, particularly those calculated to evoke a response favorable to the named officer." p. 10	Not in SA or MOU; see ¶ 164
OPA	"OPA will close gaps in evidence collection." p. 10	•The agreements do not identify "gaps in evidence collection." • SA ¶ 167 includes required protocols for the Manual related to investigative practices and procedures. • See SA ¶ 164
OPA	OPA "will promote and establish rules and procedures for unbiased policing investigations." p. 10	SA does not require separate rules and procedures for unbiased policing investigations. SA ¶ 167 requires that the Manual state

		that OPA will investigate allegations of discriminatory policing (¶ 167(b)(1)) and establish written protocols on OPA's investigative practices and procedures (¶ 167(c))
OPA	"OPA will cease a tendency to give the named officer's testimony disproportionate weight based on credibility over that of the complainant and third-party witnesses." p. 10	• No finding in SA that OPA gives officers' testimony disproportionate weight • "The Parties agree that SPD should continue to strive to ensure that all complaints regarding officer conduct are fully and fairly dealt with; that all investigative findings are supported by the evidence and documented in writing; and that officers and complainants receive a thorough, fair, and expeditious resolution of complaints." SA ¶ 164 • Manual must include "[w]ritten protocols on OPA's communications with complainants and officers." SA ¶ 167(e)
OPA	"OPA will prevent labor representatives from suggesting or coaching responses favorable to the named officer during interviews.'	No finding regarding this in the SA or MOU; not required by these documents • See ¶ 164 regarding the overall soundness of OPA process
OPA	"An OPA Director must never become or be widely seen as an advocate of SPD, but must remain objective and welcoming of any criticism of SPD practices from persons of good will." p. 10	"Persons of good will" sends the wrong message and "criticism of SPD practices" is arguably beyond OPA's scope; replace with "the public" and "police misconduct complaints," respectively
OPARB/CPC	"OPARB and the CPC should work together to perform annual or more frequent audits of OPA and performance evaluations of the OPA's civilian Director." p. 10	• Not in the SA or MOU • "The Commission will not have access to any non-public information regarding an individual police officer or allegation of misconduct or disciplinary action." MOU ¶

		10 • "The Commission may consider whether the Board's functions should change in order to enhance its role in the civilian oversight system." MOU ¶ 15(c) • "The Commission may consider whether the proper balance has been struck between civilian influence within the SPD and the director's oversight function." MOU ¶ 15(a)
OPA Auditor	"The role of the OPA Auditor should be enhanced." p. 10	• Not in SA or MOU • "The [CPC] may consider whether the role of the Auditor should be clarified and whether additional responsibilities should be assigned to the Auditor." MOU ¶ 15(b)
Draft Policies and Training	• "As discussed in Appendix A, the Monitor wishes greatly to engage in a collaborative approach and, thus, has requested and expects to receive draft of policies and training curricula in advance of the noted formal deadlines." p. 11 • "Again, it is the Monitor's hope that the process will be collaborative. As such, the Monitor expects to receive drafts ahead of deadlines, which receipt do not trigger the 45 day deadline. The SPD will then finalize the policies and submit them for further comment by the Monitor no less than 45 days before the compliance deadline." p. 14; *see also* Appendix A under "Draft Deadlines"	"The Parties will meet and confer regarding any comments on the policies, procedures, training curricula, and training manuals within 45 days of submission if necessary. The Monitor will approve the materials unless the Monitor determines that they conflict with the terms of the Settlement Agreement. If the Monitor disapproves, he or she will state the reasons for the decision in writing." ¶ 177; see also ¶¶ 178-79
Pedestrian Stops	"SPD's current policy and training materials create confusion about what constitutes a legal pedestrian or traffic stop. The Monitor is concerned that this confusion leads to contentious stops that may often escalate situations unnecessarily to the point where officers use force." p.11	• This finding is not the SA or MOU. • "The Monitor will not issue statements or make findings with regard to any act or omission of any Party, or their agents or representatives, except as required by the terms

		of the Settlement Agreement." ¶ 199 • See SA ¶¶ 140, 141, 144, none of which contains a finding about creating confusion • This "finding" in a public report will be very problematic for defending current lawsuits
OPA	"The Monitor recognizes that thoughtful development of a new OPA policy and procedure manual will require a lot of time, energy, and resources. Additionally, because the CPC will want to weigh in considerably on these provisions, the CPC should be afforded sufficient time to get up to speed on the intricacies of the OPA process." p. 13	• No role for CPC in reviewing the OPA manual in the SA or MOU • "In consultation with the Commission and the Monitor, OPA will continue to assess ways to reduce its investigative timelines." MOU ¶ 16 • CPC may assist with educating the public about the complaint procedure; MOU ¶ 17
Database Creation	"Progress toward the planning and construction of the relational databases and their integration will be an ongoing topic of investigation and discussion by the Monitoring Team throughout its first year of operation. It is the Monitor's goal that conceptualizing and planning the system and selection of vendors be concluded with reasonable speed and care with a proposed deadline of July 1, 2013. Construction of the databases and their integration should begin shortly thereafter." p. 15	No role for the Monitor regarding the construction of databases
EIS	"The Monitor cannot find full and effective compliance in this area until the risk management system is fully developed and in operation for two years. Accordingly, it behooves the City and the SPD to complete the automated system and have it up and running by midyear 2014." p. 15	Unclear requirement; EIS is already up and running; does this mean the requirements in SA ¶¶ 157-163 must be satisfied for two years?
Supervision, Professionalism	"At the precinct or specialized unit level, the Monitor will concentrate upon the interaction of first-line supervisors with the rank-and-file on rudeness, discourtesy, strategic and tactical error, and violations of administrative policy and training as well as	• No role for the monitor to evaluate rudeness, discourtesy, or strategic and tactical errors • No role for the monitor to evaluate violations of administrative policy and

	use of force and race-based policing." p. 16	training beyond what the agreements require • "The Parties agree that SPD should 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. Officers should treat all members of the Seattle community with courtesy, professionalism, and respect, and should not use harassing, intimidating, or derogatory language." ¶ 145
Vehicle and Pedestrian Stops	"The Monitor will audit and review stop and frisk activity, Terry stops, other vehicle and pedestrian stops, and searches and arrests derived therefrom. The Monitor will consider quantitative data, including population disparities and stop, search, and arrest statistics." p. 16	"SPD will assess its data collection systems for investigatory stops, including the Street Check database and the CAD system, to determine whether its policies and procedures are clear. SPD will consult with the Monitor to clarify its policies, procedures, training, and practices regarding the data collection for investigatory stops as needed, and to consider whether further data collection of investigatory stops will be beneficial. SPD will report on this consultation to the Commission. The Commission may then make recommendations to SPD regarding any changes to policy or training, including (a) whether additional data should be collected (whether on a pilot or permanent basis); and (b) procedures for retention, reporting, and analysis of that data." MOU ¶ 19
Community Involvement	"During 2013, the Monitor will be in close contact with the communities of color and	Community input from CPC; MOU ¶ 7, 12-14

	other minority communities, the civil rights and human rights constituencies, and advocacy organizations for assessments of the progress of the SPD and complying with the letter and spirit of the Settlement Agreement." p. 16	
CPC	"The monitor plans to work with the CPC, OPA, OPARB, the OPA Auditor, and the SPD pursuant to the Memorandum of Understanding and the Settlement Agreement so that the CPC may provide investigations and reviews that are above reproach and augment the powers and responsibilities of those entities providing oversight to OPA, as well as recommending meaningful reform of OPA." p. 16	• Unclear what is meant by investigations; CPC will conduct an "assessment" of the Department's community activities under MOU ¶ 13 • CPC will not review or report on specific cases; SA ¶ 12; MOU ¶ 10 • CPC's role is limited pursuant to SA ¶ 7; MOU ¶ 5
CPC	"The Monitor's plan is to work closely with the CPC as directed by the MOU and Settlement Agreement so that the CPC may begin to function as a powerful, independent policymaking body that proceeds carefully based upon evidence and whose conclusions and recommendations have great integrity and persuasive power." p. 17	CPC role does not include policymaking
Acting Sergeants	"[T]here should be steady progress in 2013 toward the elimination of acting sergeants and the expansion of the number of full-time sergeants to reduce the spans of control to no more than a suggested six to eight patrol or specialized unit officers per each sergeant." p. 17	"The City and SPD will ensure that personnel assigned to a planned assignment of acting sergeant for longer than 60 days will be provided adequate training to fulfill the supervisor obligations under this Agreement, either prior to serving as acting sergeant, or as soon as practicable (and in no event longer than 90 days from the beginning of the planned assignment)." SA¶ 155
CIT	"Throughout 2013, the Monitoring Team will strongly encourage the development and expansion of diversion programs and specialized drug, mental illness, and homeless courts. The Monitor will also strongly support efforts by the SPD, the CPC, the business community, and social	Beyond the scope of the monitor's duties, but not presented as requirements

	service and advocacy organizations to deal with problems of homelessness, addiction, and mental illness in Downtown Seattle and elsewhere within the city." p. 17	
De-Escalation	"Throughout 2013, the Monitoring Team will evaluate efforts by members of the SPD in patrol and specialized units and its crisis intervention teams to avoid unnecessary confrontation and escalation and to rapidly de-escalate as circumstances permit." p. 18	"Although the City and SPD dispute the patterns or practices of excessive force alleged in DOJ's Report, the Parties nevertheless agree that SPD uses of force, regardless of the type of force or weapon used, and consistent with *Graham v. Connor*, should be guided by the following principles. a) Officers should use de-escalation techniques, when appropriate and feasible, in order to reduce the need for force. b) As a general principle, consistent with law enforcement objectives, officers should de-escalate the use of force as resistance decreases, while staying in control and as safety permits." ¶ 70
Acceptance of Responsibility	"During 2013, the Monitor will assess the degree to which the Chief, Assistant and Deputy Chiefs, and Captains communicate an honest endorsement and a thorough understanding of the letter and spirit of the Settlement Agreement and the factors that led to it." p. 18	SA ¶¶ 17, 18, 216; City disputes the findings of the DOJ report
De-Policing	"Throughout 2013, the Monitoring Team will evaluate the possibility of de-policing and diminution in self-initiated activity by SPD officers." p. 18	Not in SA or MOU