



PN-CA-002-004

U.S. v. City of Los Angeles  
City's Negotiating Summary

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p><b>I. INTRODUCTION</b>  <b>A. <u>DOJ Proposed Consent Decree Provisions</u></b></p> <p>1. Plaintiff United States and Defendants City of Los Angeles, a municipality in the State of California, City of Los Angeles Board of Police Commissioners, and the Los Angeles Police Department (collectively "the City defendants") share a mutual interest in promoting effective and respectful policing. The United States and the City defendants join together in entering this settlement in order to promote police integrity and prevent conduct that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.</p>	<p>Paragraphs 1 through 8, 10, 11 and 13 are open.</p>	<p><b>Proposal:</b> Paragraphs 1 through 8, 10, 11, and 13 contain conditional language if the City enters into a consent decree. Because the City's Negotiating Team's proposal has not yet addressed the form of the Agreement, these paragraphs are still open.</p> <p>The City's Negotiating Team has agreed to paragraphs 9 and 12 which relate to existing collective bargaining rights of employees and a financial obligation of the City to fund the Agreement.</p> <p><b>Issues:</b> DOJ has indicated that in order for them to enter into this Agreement, the City must accept a consent decree and an Independent Monitor (Paragraphs 165 - 174). Otherwise, this proposed settlement is withdrawn by DOJ.</p> <p><b>Costs:</b> Reflected in following paragraphs.</p>
<p>2. In its Complaint, the United States alleges that the Los Angeles, California Police Department ("LAPD") is violating 42 U.S.C. § 14141 by engaging in a pattern or practice of unconstitutional or otherwise unlawful conduct that has been made possible by the failure of the City of Los Angeles to adopt and implement proper management practices and procedures. In making these allegations, the United States recognizes that the majority of</p>	<p>Open.</p>	<p>See Paragraph 1.</p>

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Los Angeles police officers perform their difficult jobs in a lawful manner.		
3. The City defendants deny the allegations in the Complaint. Nothing in this Agreement shall be construed as an admission or evidence of liability under 42 U.S.C. § 1983.	Open.	See Paragraph 1.
4. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1345. The United States is authorized to initiate this action pursuant to 42 U.S.C. § 14141. Venue is proper in the Central District of California pursuant to 28 U.S.C. § 1391.	Open.	See Paragraph 1.
5. This Agreement resolves all claims in the United States' Complaint filed in this case.	Open.	See Paragraph 1.
6. The parties enter into this Agreement to provide for the expeditious implementation of remedial measures, to promote the use of the best available practices and procedures for police management, and to resolve the United States' claims without resort to adversarial litigation.	Open.	See Paragraph 1.
7. Nothing in this Agreement is intended to alter the lawful authority of LAPD police officers to use reasonable and necessary force, effect arrests and file charges, conduct searches or make seizures, or otherwise fulfill their law enforcement obligations to the people	Open.	See Paragraph 1.

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of the City of Los Angeles in a manner consistent with the requirements of the Constitutions and laws of the United States and the State of California.		
8. Nothing in this Agreement shall be construed to impair the right of any person or organization to seek relief against the City defendants for their conduct or the conduct of LAPD officers.	Open.	See Paragraph 1.
9. Nothing in this Agreement is intended to alter the existing collective bargaining agreements between the City of Los Angeles and LAPD employees. Nor is it intended to impair the collective bargaining rights of those employees under state law.		Both parties agree.
10. 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.	Open.	See Paragraph 1.
11. This Agreement is binding upon the United States and on the City defendants, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties.	Open.	See Paragraph 1.
12. The City of Los Angeles is		Both parties agree.

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<p>responsible for providing necessary support to the Los Angeles Board of Police Commissioners, the Inspector General, the LAPD and the Chief of Police to enable each of them to fulfill their obligations under this Agreement.</p>		
<p>13. The City defendants, by and through their officials, agents, employees, and successors, are enjoined from engaging in a pattern or practice of conduct by law enforcement officers of the LAPD that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. This paragraph does not apply to the City of Los Angeles' employment policies, practices, or procedures.</p>	<p>Open.</p>	<p>See Paragraph 1.</p>
<p>B. <u>Definitions</u></p> <p>14. The terms "document" and "record" include all "writings and recordings" as defined by Federal Rules of Evidence Rule 1001(1).</p>	<p>Open.</p>	<p><b>Proposal:</b> Define document to include all documentation as defined by Federal Rules of Evidence.</p> <p><b>Issues:</b> This is a drafting issue. The City Negotiating Team (Team) is reviewing the use of the term "document" within the agreement and the Federal Rules of Evidence to ensure a comprehensive understanding of the term's meaning and use within the Agreement, and the City's ability to comply. Any concerns associated with the definition would be discussed with DOJ and appropriate language drafted.</p>

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<p>15. The term “police officer” or “officer” means any law enforcement officer employed by the LAPD, including supervisors and managers.</p>		Both parties agree.
<p>16. The term “supervisor” means a police officer with oversight responsibility for other officers and includes managers.</p>		Both parties agree.
<p>17. The term “LAPD unit” means any officially designated organization of officers within the LAPD, including Bureaus, Areas, Divisions, Groups, Sections, and specialized units.</p>		Both parties agree.
<p>18. The term “manager” means an LAPD supervisor at the rank of captain or above.</p>		Both parties agree.
<p>19. The term “misconduct complaint” means any allegation by a member of the public or LAPD officer that an LAPD officer engaged in misconduct and shall include all complaints filed on Complaint Form 1.28. A misconduct complaint may be initiated by any of the methods set forth in Paragraph 73. For purposes of this Agreement, the term misconduct complaint does not include any allegation of employment discrimination.</p>		Both parties agree.
<p>20. The term “complainant” means any person who files a misconduct complaint against an officer or the LAPD.</p>		Both parties agree.

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<p>21. The term “non-disciplinary action” refers to action taken by an LAPD supervisor to enable or encourage an officer to modify his or her performance. It may include: oral or written counseling; training; increased field supervision for a specified time period; mandatory professional assistance, evaluation or referral to the LAPD Employee Assistance Program; a change of an officer’s partner; or a reassignment or transfer.</p>		Both parties agree.
<p>22. The term “City” means the City of Los Angeles acting through the Mayor of Los Angeles and the Los Angeles City Council.</p>		Both parties agree.
<p>23. The term “LAPD” means the Chief of Police of the Department and all employees under his or her command.</p>		Both parties agree.
<p>24. The term “LAPD employee” means any employee under the command of the Chief of Police, including civilian employees.</p>		Both parties agree.
<p>25. The terms “Police Commission” or “Commission” mean the Los Angeles Board of Police Commissioners, as established in the Charter.</p>		Both parties agree.
<p>26. The term “Department” means the Los Angeles Police Department, a constituent department of the City of Los Angeles, as defined in the Charter, and includes the LAPD and the Police Commission.</p>		Both parties agree.

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<p>27. The term “Inspector General” means the Office of the Inspector General, as established in the Charter.</p>		<p>Both parties agree.</p>
<p>28. The term “Categorical Uses of Force” means (i) all incidents involving the use of deadly force by an LAPD officer (“OIS”); (ii) all uses of an upper body control hold by an LAPD officer and can include the use of a modified carotid, full carotid or locked carotid; (iii) all uses of non-lethal or less lethal uses of force by an LAPD officer resulting in an injury requiring hospitalization, commonly referred to as a law enforcement related injury or LERI incident; (iv) all uses of force resulting in skeletal fractures; (v) all head strikes with an impact weapon; (vi) all other uses of force by an LAPD officer resulting in a death, commonly known as a law enforcement activity related death or LEARD incident; and (vii) all deaths while the arrestee or detainee is in the custodial care of the LAPD, commonly referred to as an in-custody death or ICD. In addition, under current LAPD policy, a canine bite is not a use of force. However, for purposes of this Agreement only, a Categorical Use of Force shall include all incidents where a member of the public is bitten by a canine assigned to the LAPD and where hospitalizations is required.</p>	<p>28. The term “Categorical Uses of Force” means (i) all incidents involving the use of deadly force by an LAPD officer (“OIS”); (ii) all uses of an upper body control hold by an LAPD officer and can include the use of a modified carotid, full carotid or locked carotid; (iii) all uses of non-lethal or less lethal uses of force by an LAPD officer resulting in an injury requiring hospitalization, commonly referred to as a law enforcement related injury or LERI incident; <del>(iv) all uses of force resulting in skeletal fractures;</del> <del>(v) all head strikes with an impact weapon;</del> (vi) all other uses of force by an LAPD officer resulting in a death, commonly known as a law enforcement activity related death or LEARD incident; and (vii) all deaths while the arrestee or detainee is in the custodial care of the LAPD, commonly referred to as an in-custody death or ICD. In addition, under current LAPD policy, a canine bite is not a use of force. However, for purposes of this Agreement only, a Categorical Use of Force shall include all incidents where a member of the public is bitten by a canine assigned to the LAPD and where hospitalizations is required.</p>	<p><b>Proposal:</b> The DOJ proposes to expand definition of Categorical Use of Force to include canine bites resulting in hospitalization, head strikes, and skeletal fractures. These incidents would then be reviewed by the Use of Force Review Board and the Police Commission.</p> <p><b>Issues:</b> Both parties agree with the inclusion of canine bites resulting in hospitalization in the definition of Categorical Use of Force (see last sentence of definition).</p> <p>The Team did not agree with the inclusion of head strikes and skeletal fractures in the definition of Categorical Use of Force. Skeletal fractures would capture a wide range of injuries, including minor injuries such as a broken finger. Categorical Uses of Force require roll-out of an Operations Headquarters Bureau (OHB) investigative team (Paragraph 96) and review of all incidents by the Use of Force Review Board (Paragraph 66) and the Commission (Paragraph 64). Use of such resources for skeletal fractures and head strikes that do not require hospitalization did not seem warranted.</p>

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		<p>Skeletal fractures and head strikes would be investigated in the following manner under the Team's proposal: 1) any such incident which resulted in hospitalization would be captured under the proposed Categorical Use of Force definition [Paragraph 28 (iii)] and therefore investigated as a Categorical Use of Force by OHB [Paragraph 54 (an enhancement over current operations)] ; 2) any such incident that resulted in a complaint of excessive or unauthorized force would be investigated by the Internal Affairs Group (IAG) [Paragraph (an enhancement over current practice), and; 3) any such incident that did not result in hospitalization or a complaint would be investigated by the chain-of-command (Paragraph 65). The Team has proposed revisions to the LAPD Use of Force report form to better capture information regarding skeletal fractures and areas of the body impacted from baton use (including head strikes) [Paragraph 63 (an enhancement over current practice)]. The Team further proposed that the LAPD (Paragraph 136) and Inspector General (IG) (Paragraph 142) would audit the chain-of-command skeletal fracture and head strike investigations specifically. This would allow the City to better monitor such investigations and make any changes to investigator parameters, including investigator responsibility, deemed appropriate based upon the audit results.</p>



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		<p><b>Costs:</b> The cost of the DOJ proposal is uncertain (incidents of skeletal fractures and head strikes are not currently tracked so the number of incidents cannot be determined): additional resources would be required for 24-hour OHB roll-outs, investigation and adjudication of incidents, and review by the Use of Force Board and Commission.</p> <p><b>Implementation Issues:</b> Difficulty with skeletal fracture provision since some fractures may be unknown at the time, minor in nature, etc.</p>
<p>29. The term “motor vehicle stop” means any instance where an LAPD officer directs a civilian operating a motor vehicle of any type to stop and the driver is detained for any period of time. Such term does not include checkpoint stops, roadblock stops, or commercial vehicle inspection stops.</p>		<p>Both parties agree.</p>
<p>30. The term “Charter” means the Los Angeles City Charter, as may be amended from time to time.</p>		<p>Both parties agree.</p>
<p>31. The term “including” means “including, but not limited to.”</p>		<p>Both parties agree.</p>
<p>32. The term “DOJ” means the United States Department of Justice and its agents and employees. In this action, the DOJ represents the United States of America.</p>		<p>Both parties agree.</p>

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33. The term "Complaint Form 1.28 investigations" means all administrative investigations of misconduct complaints by the LAPD.		Both parties agree.
34. The term "sting audits" means those audits described in paragraph 95.		Both parties agree.
35. The term "effective date" means _____.		Both parties agree.
36. The term "specified audit" means those audits required under Section VI, and paragraphs 95, 135, 136, 138, 140, 142, 143, 144 of this Agreement.		Both parties agree.
<p><b>II. MANAGEMENT AND SUPERVISORY MEASURES TO PROMOTE CIVIL RIGHTS INTEGRITY</b></p> <p>A. <i>TEAMS II</i> [Computer Information System]</p> <p>37. The City has taken steps to develop, and shall establish a database containing relevant information about its officers, supervisors, and managers to promote professionalism and best policing practices and to identify and modify at-risk behavior (also known as an early warning system). This system shall be a successor to, and not simply a modification of, the existing computerized</p>		<p><b>Proposal:</b> Implement an automated database "early warning system" containing relevant information about LAPD officers, supervisors and managers that will allow the LAPD to take a proactive approach in identifying and addressing at-risk individuals and situations within the Department, thereby promoting professionalism and best policing practices. TEAMS II, as envisioned, will provide a data base of risk management information and have powerful and flexible analysis, reporting and alerting capabilities. It will interface with other existing information systems and be able to retrieve arrest, crime and other data.</p> <p><b>Issues:</b> The ability to identify and track problem officers and groups of officers has</p>

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<p>information processing system known as the Training Evaluation and Management System ("TEAMS"). The new system shall be known as "TEAMS II".</p>		<p>been a goal of the City since it was first recommended by the Christopher Commission. In the early 1990s, LAPD began development of the Training Evaluation and Management System (TEAMS) which is able to query and extract information from several existing systems and databases. TEAMS is not comprehensive enough and lacks the analytical mechanisms to be an effective risk management tool. The City currently has a consultant under contract developing the new TEAMS II system specifications. To determine the best approach to developing the new TEAMS II system, they are assessing TEAMS, other LAPD systems and future needs against other agencies' risk management systems, commercial products marketed as risk management oriented and a custom developed system. Their findings, recommendations and implementation cost estimates will be available October 2, 2000.</p> <p><b>Costs:</b> estimated range of \$15 - \$25 million one-time cost (depends upon amount of historical data); \$5 million annual, on-going cost</p> <p><b>Implementation Issues:</b> A TEAMS II system solution will need to be approved and funding sources identified. A consultant to design and oversee system implementation will need to be identified and hired. This can be done quickly</p>

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		<p>if the City decides to select the contractor currently doing the TEAMS II needs requirements and systems specifications study. If a different contractor is required, the City will have to go out to RFP. A system design will need to be developed prior to system implementation. Some TEAMS II information and protocols will require the City to meet and confer with employee bargaining units.</p>
<p>38. The Commission, the Inspector General, and the Chief of Police shall each have equal and full access to TEAMS II, and may each use TEAMS II to its fullest capabilities in performing their duties and responsibilities, subject to restrictions on use of information contained in applicable law. To the extent that highly sensitive information is contained in TEAMS II, the Commission may impose an identical access restriction on itself and the Inspector General to such information, provided that no such access restriction may in any way impair or impede implementation of this Agreement. The Department shall establish a policy with respect to granting or limiting access to TEAMS II by all other persons, including the staff of the Commission and the Inspector General.</p>		<p>Both parties agree.</p>
<p>39. The City may develop TEAMS II either by (a) purchasing or licensing an existing law enforcement information system, and adapting it to the requirements of this</p>		<p>Both parties agree.</p>

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Agreement and the needs of the Department, or (b) programming a new system.		
<p>40. TEAMS II shall contain information on the following matters: (a) all non-lethal uses of force that are required to be reported in LAPD "use of force" reports or otherwise are the subject of an administrative investigation by the Department; (b) all instances in which a police canine bites a member of the public; (c) all officer-involved shootings and firearms discharges, both on-duty and off-duty (excluding training or target range shootings, authorized ballistic testing, legal sport shooting events, or those incidents that occur off-duty in connection with the recreational use of firearms where no person is hit by the discharge); (d) all other lethal uses of force; (e) all other injuries and deaths that are reviewed by the LAPD Use of Force Review Board (or otherwise are the subject of an administrative investigation); (f) all vehicle pursuits and traffic collisions; (g) all Complaint Form 1.28 investigations; (h) with respect to the foregoing clauses (a) through (g), the results of adjudication of all investigations (whether criminal or administrative) and discipline imposed or non-disciplinary action taken; (i) all written compliments received by the LAPD about officer performance; (j) all commendations and awards; (k) all criminal arrests and investigations known to LAPD of,</p>	<p>40. TEAMS II shall contain information on the following matters: (a) all non-lethal uses of force that are required to be reported in LAPD "use of force" reports or otherwise are the subject of an administrative investigation by the Department; (b) all instances in which a police canine bites a member of the public; (c) all officer-involved shootings and firearms discharges, both on-duty and off-duty (excluding training or target range shootings, authorized ballistic testing, legal sport shooting events, or those incidents that occur off-duty in connection with the recreational use of firearms where no person is hit by the discharge); (d) all other lethal uses of force; (e) all other injuries and deaths that are reviewed by the LAPD Use of Force Review Board (or otherwise are the subject of an administrative investigation); (f) all vehicle pursuits and traffic collisions; (g) all Complaint Form 1.28 investigations; (h) with respect to the foregoing clauses (a) through (g), the results of adjudication of all investigations (whether criminal or administrative) and discipline imposed or non-disciplinary action taken; (i) all written compliments received by the LAPD about officer performance; (j) all commendations and awards; (k) all criminal arrests and investigations known to LAPD of,</p>	<p><b>Proposal:</b> In Paragraph 40(l), DOJ wants this to apply to a broader category than the "City."</p> <p><b>Issue:</b> This is a drafting issue.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p> <p style="text-align: center;">*****</p> <p><b>Proposal:</b> In Paragraph 40(n), DOJ proposes to include in TEAMS II information on all arrest reports, crime reports, and citations made by officers, and all warrantless searches, traffic stops and pedestrian stops.</p> <p><b>Issue:</b> The Team did not agree to the inclusion in TEAMS II of information on warrantless searches and seizures, traffic stops and pedestrian stops as proposed by DOJ, pending resolution of the broader issues (see discussion on Paragraphs 67 and 108-111). The Team did propose inclusion of Field Interview (FI) cards, consistent with its motor vehicle stop proposal (Paragraphs 108-109).</p> <p><b>Costs:</b> See Paragraph 37.</p>

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<p>and all charges against, LAPD employees; (l) all civil or administrative claims and lawsuits, resulting from LAPD operations, known by the and filed against the City, the Department or an officer of the LAPD; (m) all civil lawsuits against LAPD officers which are required to be reported to the LAPD pursuant to paragraph 91; (n) all arrest reports, crime reports, and citations made by officers, and all warrantless searches, traffic stops and pedestrian stops that are required to be documented pursuant to paragraphs 108-111; (o) assignment and rank history, and information from performance evaluations for each officer; (p) training history and any failure of an officer to meet weapons qualification requirements; and (q) all management and supervisory actions taken pursuant to a review of TEAMS II information, including non-disciplinary actions. TEAMS II further shall include, for the incidents included in the database, appropriate additional information about involved officers (<i>e.g.</i>, name and serial number), and appropriate information about the involved members of the public (<i>e.g.</i> demographic information). Additional information on officers involved in incidents (<i>e.g.</i>, work assignment, officer partner, field supervisor, and shift at the time of the incident) shall be determinable from TEAMS II.</p>	<p>and all charges against, LAPD employees; (l) all civil or administrative claims and lawsuits, resulting from LAPD operations, known by the and filed against the City (<b>Open</b>), the Department or an officer of the LAPD; (m) all civil lawsuits against LAPD officers which are required to be reported to the LAPD pursuant to paragraph 91; <del>(n) all arrest reports, crime reports, and citations made by officers, and all warrantless searches, traffic stops and pedestrian stops that are required to be documented pursuant to paragraphs 108-111;</del> (o) assignment and rank history, and information from performance evaluations for each officer; (p) training history and any failure of an officer to meet weapons qualification requirements; and (q) all management and supervisory actions taken pursuant to a review of TEAMS II information, including non-disciplinary actions. TEAMS II further shall include, for the incidents included in the database, appropriate additional information about involved officers (<i>e.g.</i>, name and serial number), and appropriate information about the involved members of the public (<i>e.g.</i> demographic information). Additional information on officers involved in incidents (<i>e.g.</i>, work assignment, officer partner, field supervisor, and shift at the time of the incident) shall be determinable from TEAMS II.</p>	<p><b>Implementation Issues:</b> See Paragraph 37.</p>

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<p>41. The Department shall prepare and implement a plan for inputting historical data into TEAMS II (the "Data Input Plan"). The City shall have flexibility in determining the most cost effective, reliable and time sensitive means for inputting such data, which may include conversion of existing computerized databases. The Data Input Plan will identify the data to be included and the means for inputting such data (whether conversion or otherwise), the specific fields of information to be included, the past time periods for which information is to be included, the deadlines for inputting the data, and will assign responsibility for the input of the data. The City will use reasonable efforts to include historical data that are to up-to-date and complete in TEAMS II. The amount, type and scope of historical data to be included in TEAMS II shall be determined by the City, after consultation with the DOJ, on the basis of the availability of such data on existing computer systems, the cost of obtaining or converting such data, and the impact including or not including such data will have on the overall ability of the Department to both use TEAMS II as an effective tool to manage at-risk behavior.</p>	<p>Open.</p>	<p><b>Proposal:</b> Prepare and implement a plan for inputting historical data into TEAMS II (the "Data Input Plan").</p> <p><b>Issues:</b> Refer to paragraph 37 and 49. Proposed requirements regarding input of historical data need more definition regarding how far back in time data should be included and the priority for inputting different historical periods in the implementation schedule. In developing the Data Input Plan, consideration should be given to the impact that including or not including particular data, and the means for inputting data, will have on the City's ability to meet its obligations under Paragraph 49. DOJ indicates they cannot respond until the implementation schedule is established.</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p>42. TEAMS II shall include relevant numerical and descriptive information about each incorporated item and incident, and</p>		<p>Both parties agree.</p>

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<p>scanned or electronic attachments of copies of relevant documents (<i>e.g.</i>, through scanning or using computerized word processing). TEAMS II shall have the capability to search and retrieve (through reports and queries) numerical counts, percentages and other statistical analyses derived from numerical information in the database; listings; descriptive information; and electronic document copies for (a) individual employees, LAPD units, and groups of officers, and (b) incidents or items, and groups of incidents or items. TEAMS II shall have the capability to search and retrieve this information for specified time periods, based on combinations of data fields contained in TEAMS II (as designated by the authorized user).</p>		
<p>43. Where information about a single incident is entered in TEAMS II from more than one document (<i>e.g.</i>, from a complaint investigation and a “use of force” report), TEAMS II shall use a common control number or other, equally effective means to link the information from different sources so that the user can cross-reference the information and perform analyses. Similarly, all personally identifiable information relating to LAPD officers shall contain the badge or other employee identification number of the officer to allow for linking and cross-referencing information.</p>		<p>Both parties agree.</p>



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<p>44. The City shall prepare a design document for TEAMS II that sets forth in detail the City's plan for ensuring that the requirements of paragraphs 40, 42, and 43 are met. The City shall prepare this document in consultation with the DOJ and the Independent Monitor, and shall obtain approval for the document (and any modifications to the document) from the DOJ.</p>	<p>Open.</p>	<p><b>Proposal:</b> Submit TEAMS II design document to DOJ for approval.</p> <p><b>Issues:</b> Refer to Paragraphs 37, 41 and 49. Approvals and schedules are inter-related. Approval cycles must be crafted to ensure the schedules can be met. The definition of the design document needs clarification. There is a question as to whether approval authority would rest with the monitor, DOJ Civil Rights Division or both. The issue of an independent monitor, which the DOJ has indicated the City must accept, has not yet been addressed.</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p>45. The Department shall develop and implement a protocol for using TEAMS II, for purposes including supervising and auditing the performance of specific officers, supervisors, managers, and LAPD units, as well as the LAPD as a whole. The City shall prepare this protocol in consultation with the DOJ and the Independent Monitor, and shall obtain approval for the protocol (and any modifications to the protocol) from the DOJ.</p>	<p>Open.</p>	<p><b>Proposal:</b> Submit TEAMS II protocols to DOJ for approval.</p> <p><b>Issues:</b> Refer to Paragraphs 37, 41, 44 and 49. DOJ's involvement is tied to the City's concern about the implementation schedule. The issue of an independent monitor has not yet been addressed.</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p>46. The protocol for using TEAMS II shall include the following provisions and</p>		<p>Both parties agree.</p>

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<p>elements:</p> <p>a. The protocol shall require that, on a regular basis, supervisors review and analyze all relevant information in TEAMS II about officers under their supervision to detect any pattern or series of incidents that indicate that an officer, group of officers, or an LAPD unit under his or her supervision may be engaging in at-risk behavior.</p> <p>b. The protocol shall provide that when at-risk behavior may be occurring based on a review and analysis described in the preceding subparagraph, appropriate managers and supervisors shall undertake a more intensive review of the officer's performance.</p> <p>c. The protocol shall require that LAPD managers on a regular basis review and analyze relevant information in TEAMS II about subordinate managers and supervisors in their command regarding the subordinate's ability to manage adherence to policy and to address at-risk behavior.</p>		

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<p>d. The protocol shall state guidelines for numbers and types of incidents requiring a TEAMS II review by supervisors and managers (in addition to the regular reviews required by the preceding subparagraphs), and the frequency of these reviews.</p> <p>e. The protocol shall state guidelines for the follow-up managerial or supervisory actions (including nondisciplinary actions) to be taken based on reviews of the information in TEAMS II required pursuant to these protocols.</p> <p>f. The protocol shall require that managers and supervisors use TEAMS II information as one source of information in determining when to undertake an audit of an LAPD unit or group of officers.</p> <p>g. The protocol shall require that all relevant and appropriate information in TEAMS II be taken into account when selecting officers for assignment to OHB, units covered by paragraph 112, pay grade advancement, promotion, assignment as an IAG investigator or as a Field</p>		

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<p>Training Officer, or when preparing annual personnel evaluations. Complaints and portions of complaints determined to be unfounded or exonerated, shall not be used in making punitive or promotional decisions, consistent with California Penal Code § 832.5, and TEAMS II shall reflect this limitation by excluding such complaints and portions of complaints from the information that is retrieved by a query or report regarding a punitive or promotional decision. Supervisors and managers shall be required to document their consideration of any sustained administrative investigation, adverse judicial finding, or discipline against an officer in each case for excessive force, false arrest or charge, improper search or seizure, sexual harassment, discrimination, or dishonesty in determining when such officer is selected for assignment to OHB, units covered by paragraph 112, pay grade advancement promotion, assignment as an IAG investigator or as a Field Training Officer, when preparing annual personnel evaluations.</p>		

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<p>h. The protocol shall specify that actions taken as a result of information from TEAMS II shall be based on all relevant and appropriate information, and not solely on the number or percentages of incidents in any category recorded in TEAMS II.</p> <p>i. The protocol shall provide that managers' and supervisors' performance in implementing the provisions of the TEAMS II protocol shall be taken into account in their personal performance evaluations.</p> <p>j. The protocol shall provide specific procedures that provide for each LAPD officer to be able to review on a regular basis all personally-identifiable data about him or her in TEAMS II in order to ensure the accuracy of that data. The protocol also shall provide for procedures for correcting data errors discovered by officers in their review of the TEAMS II data.</p> <p>k. The protocol shall require regular review by appropriate managers of all relevant TEAMS II information to evaluate officer</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>performance citywide, and to evaluate and make appropriate comparisons regarding the performance of all LAPD units in order to identify any patterns or series of incidents that may indicate at-risk behavior. These evaluations shall include evaluating the performance over time of individual units, and comparing the performance of units with similar responsibilities.</p> <p>l. The protocol shall provide for the routine and timely documentation in TEAMS II of actions taken as a result of reviews of TEAMS II information.</p> <p>m. The protocol shall require that whenever an officer transfers into a new Division or Area, the Commanding officer of that Division or Area shall promptly cause the transferred officer's TEAMS II record to be reviewed and evaluated by the transferred officer's watch commander or supervisor. This shall not apply to probationary Police Officer 1.</p>		
47. The LAPD shall train managers and		Both parties agree.

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>supervisors, consistent with their authority, to use TEAMS II to address at-risk behavior and to implement the protocol described in paragraphs 45 and 46.</p>		
<p>48. The City shall maintain all personally identifiable information about an officer included in TEAMS II during the officer's employment with the LAPD and for at least three years thereafter (unless otherwise required by law to be maintained for a longer period). Information necessary for aggregate statistical analysis shall be maintained indefinitely in TEAMS II. The City shall make all reasonable efforts to enter information in TEAMS II in a timely, accurate, and complete manner, and to maintain the data in a secure and confidential manner consistent with applicable access rules as established pursuant to paragraph 38.</p>		<p><b>Proposal:</b> Maintain all personally identifiable information about an officer's employment history in TEAMS II for at least three years. Information necessary for aggregate statistical analysis shall be maintained indefinitely.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p>49. TEAMS II shall be developed and implemented according to the following schedule:</p> <p>a. Within 30 days of the effective date of this Agreement, the City shall notify the DOJ and the Independent Monitor (if selected) in writing of its decision whether to develop TEAMS II as a new system, or to purchase/license and adapt an existing law enforcement</p>	<p>Open.</p>	<p><b>Proposal:</b> Implementation of TEAMS II shall be completed within the specified number of days or months of the effective date of the Agreement, as follows: a) 30 days to decide whether to develop TEAMS II as a new system, or to purchase/license and adapt an existing system; b) 120 days to approve the design document and the system protocols; share all drafts with DOJ; the City, DOJ and the independent monitor to seek final approval within 60 days after presentation; c) 12 months to have a complete beta version programmed</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>information system.</p> <p>b. Within 120 days of the effective date of this Agreement, the City shall obtain approval for the design document required by ¶ _____, and the protocol for using TEAMS II required by ¶ _____. The City shall share all drafts of the documents with the DOJ and the Independent Monitor to allow the DOJ and the Monitor to become familiar with the documents as they develop and to provide informal comments on them. The City, the DOJ, and the Independent Monitor shall together seek to ensure that the design document and protocol receive final approval within 60 days after they are presented for approval.</p> <p>c. Within 12 months of the effective date of this Agreement, the City shall have a complete beta version of TEAMS II programmed and operational for testing. The DOJ and the Monitor shall have the opportunity to participate in testing the beta version of TEAMS II and to offer comments.</p> <p>d. Within 14 months of the</p>		<p>and operational for testing; d) 14 months to be fully operational.</p> <p><b>Issues:</b> Refer to Paragraphs 37, 41, 44 and 45. The City, while committed to fully implementing TEAMS II, cannot commit to specific time lines without analyzing the consultant's report (which will not be available until October 2, 2000), determining implementation costs and identifying funding sources. The issue of a monitor, which the DOJ has indicated the City must accept, has not yet been addressed.</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>effective date of this agreement, TEAMS II, and the protocol for using TEAMS II, shall be implemented fully.</p>		
<p>50. Prior to the time that TEAMS II is implemented, LAPD supervisors and managers shall implement, to the extent reasonably possible, all provisions of this Agreement that require use of TEAMS II data by utilizing existing LAPD databases, compilations of information, and documents.</p>	<p>Open.</p>	<p><b>Proposal:</b> Implement provisions of the Agreement requiring the use of TEAMS II by using existing LAPD “data bases, compilations of information and documents” until such time as TEAMS II is implemented.</p> <p><b>Issues:</b> While the City is willing to identify how and to what extent such a transitional plan could be achieved, it is not possible to agree to this language as presented.</p> <p><b>Costs:</b> See Paragraph 37, 41, 44, 45 and 49</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p>51. Following the initial implementation of TEAMS II, and as experience and the availability of new technology may warrant, the City may add, subtract, or modify data tables and fields, modify the list of documents electronically attached, and add, subtract, or modify standardized reports and queries. The City shall consult with the DOJ and the Monitor before subtracting or modifying any data tables or data fields, or modifying the list of documents to be electronically attached, and</p>		<p><b>Proposal:</b> Modifications to TEAMS II data tables and fields, document lists, reports and queries shall be made in consultation with DOJ and the City will make all reasonable alterations to the proposed modifications based on any objections by the DOJ or the Monitor.</p> <p><b>Issues:</b> This is a drafting issue and is resolvable if language is appropriately crafted. The issue of the monitor, which the DOJ has indicated the City must accept, has not yet</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>make all reasonable modifications to the proposed alterations based on any objections by the DOJ or the Monitor.</p>		<p>been addressed</p> <p><b>Costs:</b> See Paragraph 37.</p> <p><b>Implementation Issues:</b> See Paragraph 37.</p>
<p><b>B. <u>Management and Coordination of Risk Assessment Responsibilities</u></b></p> <p>52. The LAPD shall designate a unit within the Human Resources Bureau that is responsible for developing, implementing, and coordinating LAPD-wide risk assessments. Such unit shall be responsible for the operation of TEAMS II, and for ensuring that information is entered into and maintained in TEAMS II in accordance with this Agreement. Such unit further shall provide assistance to managers and supervisors who are using TEAMS II to perform the tasks required hereunder and in the protocol adopted pursuant to paragraph 45 - 46 above, and shall be responsible for ensuring that appropriate standardized reports and queries are programmed to provide the information necessary to perform these tasks. Nothing in this Agreement shall preclude such unit from also having the responsibility for providing investigative support and liaison with the Office of the City Attorney.</p>		<p>Both parties agree.</p>
<p><b>C. <u>Performance Evaluation System</u></b></p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>53. The City shall implement a plan for all LAPD sworn employees, that ensures that annual performance evaluations are prepared for all LAPD sworn employees that accurately reflect the quality of each sworn employee's performance, including with respect to: (a) civil rights integrity and the employee's community policing efforts (commensurate with the employee's duties and responsibilities); (b) managers' and supervisors' performance in addressing at-risk behavior; (c) managers' and supervisors' response to and review of Categorical and Non-Categorical Use of Force incidents, review of arrest, booking, and charging decisions and review of requests for warrants and affidavits to support warrant applications. The plan shall include provisions to add factors to employees' job descriptions, where applicable.</p>		<p>Both parties agree.</p>
<p><b>III. INCIDENTS, PROCEDURES, DOCUMENTATION, INVESTIGATION, AND REVIEW</b></p> <p>54. Within six months of the effective date of this Agreement, all Categorical Use of Force administrative investigations formerly conducted by the Robbery Homicide Division ("RHD") or the Detectives Headquarters Division ("DHD") shall be conducted by a unit assigned to the Operations Headquarters</p>		<p><b>Proposal:</b> LAPD units investigating Categorical Uses of Force incidents would be relocated into a special unit of the Operations Headquarters Bureau (OHB) and report directly to the OHB commanding officer. This restructuring would ensure that Categorical Uses of Force incidents are investigated by the LAPD's "best" investigative personnel and increase direct accountability for such investigations by LAPD management.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Bureau (“OHB”), which unit (the “OHB Unit”) shall report directly to the commanding officer of OHB.</p> <p>a. Investigators in this unit shall be detectives, sergeants, or other officers with supervisory rank.</p> <p>b. In the organizational structure of the LAPD, the commanding officer of OHB shall not have direct line supervision for the LAPD’s geographic bureaus; provided, however, that such commanding officer may continue to serve on the Operations Committee (or any successor thereto), issue orders applicable to the LAPD (including the geographic bureaus) assume staff responsibilities, as defined in the LAPD manual, and undertake special assignments as determined by the Chief of Police.</p> <p>c. Investigators in this unit shall be trained in conducting administrative investigations as specified in para. [____], infra.</p>		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> estimated range of \$500,000 - \$1.0 million one-time costs/\$3.0 - \$4.5 million on-going</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>55. In addition to administrative investigations and where the facts so warrant, the LAPD shall also conduct a separate</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement). Criminal</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>criminal investigation of Categorical Uses of Force. The criminal investigation shall not be conducted by the OHB Unit.</p>		<p>Categorical Use of Force investigations would generally be the responsibility of the Internal Affairs Group (IAG), except in those cases where the Chief of Police designates a special unit for such criminal investigations.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>56. The LAPD shall continue its policy of notifying the County of Los Angeles District Attorney's Office whenever an LAPD officer, on or off-duty, shoots and injures any person during the scope and course of employment. In addition, the LAPD shall notify the District Attorney's Office whenever an individual dies while in the custody or control of an LAPD officer or the LAPD, and a use of force by a peace officer may be a proximate cause of the death.</p>		<p><b>Proposal:</b> Paragraphs 56 and 57 continue the existing DA protocol (precludes the modification of practices during the term of the Agreement), with enhanced reporting requirements.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated</p>
<p>57. The LAPD shall continue to provide cooperation to the District Attorneys' Office personnel who arrive on the scene of the incident.</p>		<p>See Paragraph 56.</p>
<p>58. The Department shall renew its request to the appropriate bargaining unit(s) for a provision in its collective bargaining agreements that when more than one officer</p>		<p><b>Proposal:</b> Continues existing practices (precludes the modification of practices during the term of the Agreement).</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>fires his or her weapon in a single OIS incident, then each officer should be represented by a different attorney during the investigation and subsequent proceedings. The foregoing acknowledges that officers retain the right to be represented by an attorney of their choice.</p>		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>59. All involved officers and witness officers shall be separated immediately after an OIS, and shall remain separated until all such officers have given statements or, in the case of involved officers, declined to give a statement.</p>		<p><b>Proposal:</b> Continues existing practices (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>60. Managers shall analyze the circumstances surrounding the presence or absence of a supervisor at (a) a Categorical Use of Force incident, and (b) service of a search warrant. In each case, such analysis shall occur within one week of the occurrence of the incident or service to determine if the supervisor's response to the incident or service was appropriate. Such supervisory conduct shall be taken into account in each supervisor's annual personal performance evaluation.</p>		<p><b>Proposal:</b> Manager's will be required to review the performance of a supervisor's response to a Categorical Use of Force or service of a search warrant within one week of the incident. Supervisor actions in such events shall be considered in their annual performance evaluations.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>61. The Department shall continue its practice of referring all officers involved in a Categorical Use of Force resulting in death or the substantial possibility of death (whether on or off duty) to the LAPD's Behavioral Science Services ("BSS") unit for a psychological evaluation by a licensed mental health professional. The matters discussed in such evaluation shall be strictly confidential and shall not be communicated to other LAPD officers without the consent of the officer evaluated. No such officer shall return to field duty until his or her manager determines that the officer should be returned to field duty upon consultation with BSS.</p>		<p><b>Proposal:</b> Continues existing practices detailed in Special Order #2, January 7, 2000 (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>62. When a manager reviews and makes recommendations regarding discipline or non-disciplinary action as a result of a Categorical Use of Force, the manager will consider the officer's work history, including information contained in the TEAMS II system, and that officer's Categorical Use of Force history, including a review of the tactics the officer has used in past uses of force; provided, however, that complaints and portions of complaints determined to be unfounded or exonerated, shall not be used in making disciplinary, promotion or transfer decisions, consistent with California Penal Code § 832.5.</p>	Open.	<p><b>Proposal:</b> DOJ proposes that "complaints determined to be unfounded or exonerated" shall be used in non-disciplinary actions, but not in disciplinary, promotion or transfer decisions. DOJ indicates that consideration of unfounded or exonerated complaints in non-disciplinary actions may indicate a pattern or practice that could be addressed through non-disciplinary actions such as additional training or a new assignment.</p> <p><b>Issues:</b> The Team is reviewing the legal implications of allowing the use of complaints determined to be unfounded or exonerated to be used in non-disciplinary decisions. In addition, the technical and practical difficulties</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>of complying with the restricted access requirements for TEAMS II information regarding complaints determined to be unfounded or exonerated under Paragraph 46(g) may preclude the City from being able to comply with the use of such information in non-disciplinary actions.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> Potential breach issues due to inconsistencies between Paragraph 46(g) and 62.</p>
<p>63. The LAPD shall modify its current use of force report form as set forth in Attachment ____.</p>		<p><b>Proposal:</b> Revise the LAPD Use of Force report form to better capture information regarding skeletal fractures and areas of the body impacted from baton use, including head strikes. This is an enhancement over current practice.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>64. The Commission shall continue its practice of reviewing all Categorical Uses of Force including all the reports prepared by the Chief of Police regarding such incidents and related investigation files. These reports shall be provided to the Police Commission at least</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement), with enhancements to: 1) ensure submittal of Categorical Use of Force reports for Commission review prior to the running of any</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>60 days before the running of any statute of limitations that would restrict the imposition of discipline related to such Categorical Use of Force. Provided, however, if the investigation file has not been completed by this time, the LAPD shall provide the Commission with a copy of the underlying file, including all evidence gathered, with a status report of the investigation that includes an explanation of why the investigation has not been completed, a description of the investigative steps still to be completed, and a schedule for the completion of the investigation. The Commission shall review whether any administrative investigation was unduly delayed due to a related criminal investigation, and, if so, shall assess the reasons therefor.</p>		<p>statue of limitations, and; 2) Commission review of any undue administrative investigation delays associated with related criminal investigations.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>65. The LAPD shall continue to require that all uses of force that are not Categorical Uses of Force (“Non-Categorical Uses of Force”) be reported to a supervisor who shall conduct a timely supervisory investigation of the incident, as currently required under LAPD policy, including collecting and analyzing relevant documents and witness interviews, and completing a use of force report form.</p>		<p><b>Proposal:</b> Paragraphs 65 and 66 continue existing practices (4/245.05; 245.10) (precludes the modification of practices during the term of the Agreement), with enhancements to ensure that investigations are completed at the Division level in a timely manner (within 14-days).</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 136) and by the IG (Paragraph 142), and reviewed by the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>66. The Department shall continue to have the Use of Force Review Board review all Categorical Uses of Force. The LAPD shall continue to have Non-Categorical Uses of Force reviewed by chain-of-command managers at the Division and Bureau level. Non-Categorical Use of Force investigations shall be reviewed by Division management within 14 days of the incident, unless a member of the chain-of-command reviewing the investigation detects a deficiency in the investigation, in which case the review shall be completed within a period of time reasonably necessary to correct such deficiency in the investigation and/or reports.</p>		<p>See Paragraph 67.</p>
<p>A. <u>Searches and Seizures</u></p> <p>67. The City shall develop, submit for approval, and require a LAPD officer to complete, a written report each time the officer performs a search of a person or property without a warrant (excluding searches incident to arrests). The report shall include: the officer's name and badge number; the date, time, and location of the incident; a description of the incident; the specific type of search or seizure; a full description of the facts providing</p>	<p>Open.</p>	<p><b>Proposal:</b> In Paragraphs 67 and 68, DOJ proposes that LAPD officers be required to complete a written report every time an officer performs a warrantless search. Such reports would have to be reviewed by LAPD managers, including the Bureau Commander, within 7 days of the incident.</p> <p><b>Issues:</b> Related traffic/pedestrian stop issues are found in Paragraphs 108 through 111. LAPD has expressed concerns regarding the collection of this information and the ability to</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>probable cause or reasonable suspicion for the search; whether the subject was asked to consent to any search and whether such consent was granted; the name, race, and gender of all persons involved in the search; whether any weapons, evidence, or contraband were found, and a brief description of such items; whether the individual involved in the search or seizure was arrested or cited, and if so, the charges; and the signatures and identification numbers of the officer and his or her immediate supervisor. The City shall design this form in a manner to make it easy to enter into the TEAMS II system.</p>		<p>evaluate and analyze the information obtained in a meaningful manner.</p> <p>The Team did propose the collection of information regarding probable cause, race, gender, and age of all motor vehicle stops, through use of field interview (FI) cards for stops not resulting in a citation or arrest, traffic citations, and arrest reports (Paragraphs 108-109). That proposal does not include collecting information regarding warrantless searches and seizures associated with motor vehicle stops. LAPD's intent is to use such information on an officer specific basis (i.e. if a discrimination complaint is submitted against an officer, that officer's record of stops can be reviewed through the TEAMS II database for a pattern or practice of discrimination). LAPD uses FI cards as an investigatory tool.</p> <p>LAPD has indicated that requiring written reports for each search and seizure event would result in the loss of officer field operation time. If warrantless search and seizure information is required to be obtained, a streamlined process for data/information collection would be essential.</p> <p>Compliance with search and seizure procedures, if any, would be audited by the Audit Unit (Paragraph 135) and reviewed by the IG (Paragraph 141) and the Police</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>Commission (Paragraph 146).</p> <p><b>Costs:</b> \$15,000 - \$25,000 one-time costs/\$200,000 - \$500,000 on-going for clerical services to type reports.</p> <p><b>Implementation Issues:</b> Officer workload increases (report writing - could be partially mitigated by a streamlined data/information collection process), may require development of new forms.</p>
<p>68. Each warrantless search report prepared pursuant to ¶ [fill in] shall be reviewed by the reporting officer's chain of command, through and including the Bureau Commander, within one week of the incident.</p>	<p>Open.</p>	<p>See Paragraph 67.</p>
<p>69. The Department shall continue its policy requiring all booking recommendations, as well as supporting arrest reports, to be personally reviewed and approved by a watch commander as to appropriateness, legality, and conformance with Department policies.</p> <p>a. Such review shall continue to entail a review for completeness of the information that is contained on the applicable forms and an authenticity review to include examining the form for "canned" language, inconsistent information, lack of articulation of the legal basis</p>		<p><b>Proposal:</b> Continues existing practices detailed in Special Order 10, March 29, 2000 (precludes the modification of practices during the term of the Agreement), with enhancement to consider quality of supervisory review of booking recommendations and arrest reports in annual performance evaluations.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 135) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>for the action or other indicia that the information on the forms is not authentic or correct.</p> <p>b. Supervisors shall evaluate each incident in which a person is charged with interfering with a police officer (California Penal Code § 148), resisting arrest, or assault on an officer to determine whether it raises any issue or concern regarding training, policy, or tactics.</p> <p>c. The quality of these supervisory reviews shall be taken into account in the supervisor's annual personal performance evaluations.</p>		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>70. The LAPD shall continue to implement procedures with respect to search warrants and probable cause arrest warrants as defined in the LAPD manual (commonly known as "<u>Ramey</u>" warrants), which provide, among other things, that a supervisor shall review each request for a warrant and each affidavit filed by a police officer to support the warrant application. Such review shall include:</p> <p>a. a review for completeness of the information contained and an</p>		<p><b>Proposal:</b> Continues existing practices (4/742.30;5/030.60) (precludes the modification of practices during the term of the Agreement), with enhanced review of Ramey warrants.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 135) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>authenticity review to include an examination for “canned” language, inconsistent information, and lack of articulation of the legal basis for the warrant; and</p> <p>b. a review of the information on the application and affidavit where applicable to determine whether the warrant is appropriate, legal and in conformance with LAPD procedure.</p> <p>c. In addition, a supervisor shall review the officer’s plan for executing the warrant and, after execution of the warrant, review the execution of the warrant. A supervisor shall be present for execution of the search warrant.</p>		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>71. Each Area and specialized Division of the LAPD shall maintain a log listing each search warrant, the case file where a copy of such warrant is maintained, and the officer who applied for and each supervisor who reviewed the application for such warrant.</p>		<p><b>Proposal:</b> Requires each Area and specialized Division to keep a central log of search warrants. Currently search warrants are filed in case files, with no tracking system. Area/Division search warrant logs will facilitate audits of warrants and obtaining officer/supervisor specific information in the event of a complaint.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<b>Implementation Issues:</b> None anticipated.
<p>72. All detainees and arrestees brought to an LAPD facility shall be brought before a watch commander for inspection. The watch commander shall visually inspect each such detainee or arrestee for injuries as required by LAPD procedures and, at a minimum, ask the detainee or arrestee the questions required by current LAPD procedures, which are: 1) "Do you understand why you were detained/arrested?"; 2) "Are you sick, ill, or injured?"; 3) "Do you have any questions or concerns?" In addition, any officer, from any command, that arrives at an LAPD facility with a person to be interviewed or interrogated, shall notify the watch commander who shall visually inspect and ask these questions. In the rare cases where circumstances preclude such an inspection and interview by a watch commander, the LAPD shall ensure that the person is inspected and interviewed by a supervisor who did not assist or participate in the person's arrest or detention. In each instance, the watch commander or supervisor, as appropriate, shall sign the related booking documentation which shall indicate their compliance with these procedures.</p>		<p><b>Proposal:</b> Continues existing practice detailed in Special Order #10, March 29, 2000 (precludes the modification of practices during the term of the Agreement), with enhancement requiring that supervisors signature on booking recommendation indicates compliance with detainee/arrestee inspection requirements.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 135) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p data-bbox="140 323 725 389"><b>B. <u>Initiation, Investigation, and Adjudication of Certain Complaints</u></b></p> <p data-bbox="140 434 687 538">73. The Department shall continue to provide for the receipt of misconduct complaints as follows:</p> <ul style="list-style-type: none"> <li data-bbox="268 579 719 716">a. in writing or verbally, in person, by mail, by telephone (or TDD), facsimile transmission, or by electronic mail;</li> <li data-bbox="268 761 634 827">b. anonymous misconduct complaints;</li> <li data-bbox="268 872 719 1009">c. at LAPD headquarters, any LAPD station or substation, or the offices of the Police Commission or the Inspector General;</li> <li data-bbox="268 1053 725 1301">d. distribution of misconduct complaint materials and self-addressed postage-paid envelopes in easily accessible City locations throughout Los Angeles and in languages to be understood complainants;</li> <li data-bbox="268 1346 687 1483">e. distribution of the materials needed to file a misconduct complaint upon request to community groups, community</li> </ul>	<p data-bbox="759 467 1038 500">Paragraph 73(h) open.</p>	<p data-bbox="1378 323 1953 645"><b>Proposal:</b> Continues existing practices detailed in Special Order #8, February 12, 2000 (precludes the modification of practices during the term of the Agreement), with enhancements to require: 1) require all hotline calls be recorded, and; 2) a prohibition on requiring complainants to sign any document that limits or waives the rights of the complainant [73(h)].</p> <p data-bbox="1378 690 1932 863">Compliance with these procedures would be the subject of potential IAG sting audits (Paragraph 95) and therefore potentially reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p data-bbox="1378 908 1964 1263"><b>Issues:</b> This is a drafting issue with respect to 73(h). The DOJ and Team both agree in concept regarding the prohibition on requiring complaints to sign any document that limits or waives the rights of the complainant. There was agreement on the latest language, but upon reflection it appears that the language does not completely address the issue of concern. DOJ and the Team continue to work on appropriate language.</p> <p data-bbox="1378 1308 1932 1374"><b>Costs:</b> \$100,000 - \$500,000 one-time costs for hotline recording equipment</p> <p data-bbox="1378 1419 1964 1485"><b>Implementation Issues:</b> No significant issues anticipated.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>centers, and public and private service centers;</p> <p>f. the assignment of a case number to a misconduct complaint;</p> <p>g. continuation of a 24-hour toll-free telephone misconduct complaint hotline. Within six (6) months of the effective date of this Agreement, the Department shall record all calls made on this hotline.</p> <p>h. <b>DOJ language:</b> In addition, the Department shall prohibit officers from asking or requiring a potential complainant to sign any form that in any manner limits or waives the ability of a civilian to file a police misconduct complaint with the LAPD or any other entity, including filing a lawsuit in court, or that states that adverse legal consequences may arise from filing a false or misleading complaint.</p>		
<p>74. The LAPD shall initiate a personnel complaint investigation (on Complaint Form 1.28) against any officer who fails to inform any civilian who indicates a desire to file a misconduct complaint of the means by which a misconduct complaint may be filed. The</p>		<p>Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>LAPD shall initiate a personnel complaint investigation (on Complaint Form 1.28) against any officer who allegedly refuses to accept a civilian misconduct complaint or attempts to dissuade a civilian from filing a misconduct complaint.</p>		
<p>75. The City shall cause the LAPD to be notified whenever a person serves a civil lawsuit or files a claim against the City alleging misconduct by an LAPD officer or other employee of the LAPD.</p>		<p>Both parties agree.</p>
<p>76. The Department shall continue to require all officers to notify without delay the LAPD of the following: the officer is arrested or criminally charged for any conduct; the officer is named as a party in any civil suit involving his or her conduct while on duty (or otherwise while acting in an official capacity); or the officer is named as a defendant in any civil suit that results in a temporary, preliminary, or final adjudication on the merits in favor of a plaintiff complaining of off-duty physical violence, threats of physical violence, or domestic violence by the officer.</p>		<p><b>Proposal:</b> Paragraphs 76 and 77 continue existing practice (3/815.05; 816.05; 837.10; 838.40; 4/245.10) (precludes the modification of practices during the term of the Agreement), with enhancement requiring officers to report when they are named in a civil suit that results in preliminary or final adjudication on the merits of a plaintiff complaining of off-duty physical violence, threats of physical violence, or domestic violence. Currently officers are only required to report the issuance of temporary restraining orders.</p> <p>Compliance with these procedures would be subject of potential IAG sting audits (Paragraph 95) and therefore potentially reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>77. The Department shall continue to require officers to report to the LAPD without delay (a) the officer's own use of force, in the manner required by Paragraphs 63 and 65; or (b) any conduct by other officers that reasonably appears to constitute (i) an excessive use of force or improper threat of force; (ii) a false arrest or filing of false charges; (iii) an unlawful search or seizure; (iv) invidious discrimination; (v) an intentional failure to complete forms required by LAPD policies and in accordance with procedures; (vi) an act of retaliation for complying with any LAPD policy or procedure; or (vii) an intentional provision of false information in a misconduct investigation or in any official report, log, or electronic transmittal of information. Officers shall report such alleged misconduct by fellow officers either directly to IAG or to a supervisor who shall complete a Complaint Form 1.28. This requirement applies to officers as well as supervisors and managers who learn of evidence of possible misconduct through their review of an officer's work. Failure to voluntarily report as described in this paragraph shall be an offense subject to discipline if sustained.</p>		<p>See Paragraph 76.</p>
<p>C. <u>Conduct of Investigations</u></p>		<p><b>Proposal:</b> Paragraphs 78 through 81 continue</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>78. In conducting all Categorical Use of Force investigations and Complaint Form 1.28 investigations, the LAPD shall, subject to and in conformance with applicable law:</p> <ul style="list-style-type: none"> <li>a. tape record or videotape interviews of complainants, involved officers, and witnesses;</li> <li>b. whenever practicable and appropriate and not inconsistent with good investigatory practices, such as canvassing a scene, interview complainants and witnesses at sites and times convenient for them, including at their residences or places of business;</li> <li>c. prohibit group interviews;</li> <li>d. notify involved officers and the supervisors of involved officers, except when LAPD deems the complaint to be confidential under the law;</li> <li>e. interview all supervisors with respect to their conduct at the scene during the incident;</li> <li>f. collect all appropriate evidence, including canvassing the scene to locate witnesses where appropriate,</li> </ul>		<p>existing practices (Government Code Section 3303) (precludes the modification of practices during the term of the Agreement), with enhancement of requiring review of appropriate TEAMS II data relevant and appropriate to the investigation.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 136) and by the IG (Paragraph 142), and reviewed by the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> TEAMS II implementation required for complete implementation.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>with the burden for such collection on the LAPD, not the complainant; and</p> <p>h. identify and report in writing all inconsistencies in officer and witness interview statements gathered during the investigation</p>		
<p>79. Supervisory investigations of Non-Categorical Uses of Force shall comply with subsections c, e, and f of paragraph 78.</p>		<p>See Paragraph 78.</p>
<p>80. If during the course of a Categorical Use of Force, Non-Categorical Use of Force or Complaint Form 1.28 investigation, the investigating officer has reason to believe that misconduct occurred other than that alleged by the complainant, the alleged victim of misconduct, or the triggering item or report, the investigating officer must notify a supervisor and a Complaint Form 1.28 investigation of the additional misconduct issue shall be conducted as well.</p>		<p>See Paragraph 78.</p>
<p>81. Subject to restrictions on use of information contained in applicable law, the OHB Unit investigating Categorical Uses of Force as described in paragraph 54 and IAG investigators investigating misconduct complaints as described in Paragraphs 91 and 92, shall have access to all information contained in TEAMS II, including training</p>		<p>See Paragraph 78.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>records, complaint and discipline histories, and performance evaluations, where such information is relevant and appropriate to such investigations.</p>		
<p>D. <u>Adjudicating Investigations</u></p> <p>82. The Department shall continue to employ the following standards when it makes credibility determinations: use of standard California Jury Instructions to evaluate credibility; consideration of the accused officer's history of misconduct investigations and disciplinary records, where relevant and appropriate; and consideration of the civilian's criminal history, where appropriate. There shall be no automatic preference of an officer's statement over the statement of any other witness including a complainant who is also a witness. There shall be no automatic judgment that there is insufficient information to make a credibility determination when the only or principal information about an incident is contained in conflicting statements made by the involved officer and the complainant. Absent other indicators of bias or untruthfulness, mere familial or social relationship with a victim or officer shall not render a witness' statement as biased or untruthful; however, the fact of such relationship may be noted.</p>		<p><b>Proposal:</b> Continues existing practice (California Jury Instructions) (precludes the modification of practices during the term of the Agreement), with enhancements regarding evaluation of statements of witness' with familial or social relationships with a victim or officer.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>83. The LAPD shall adjudicate all</p>	<p>83. <del>The LAPD shall adjudicate all</del></p>	<p><b>Proposal:</b> DOJ proposes to primarily allow</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>misconduct complaints using a preponderance of the evidence standard. Wherever possible based on the evidence collected in the investigation, complaints shall be adjudicated as “sustained,” “sustained-no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.” In no case may an investigation be closed without a final adjudication. The Inspector General shall annually audit IAG misconduct investigations closed with an adjudication other than “sustained,” “sustained – no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.” Such audit shall analyze the sufficiency of these investigations and the appropriateness of their dispositions.</p>	<p><del>misconduct complaints using a preponderance of the evidence standard. Wherever possible based on the evidence collected in the investigation, complaints shall be adjudicated as “sustained,” “sustained-no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.”</del>  <del>In no case may an investigation be closed without a final adjudication. The Inspector General shall annually audit IAG misconduct investigations closed with an adjudication other than “sustained,” “sustained – no penalty,” “not resolved,” “unfounded,” “exonerated,” “duplicate,” or “no Department employee.”</del> Such audit shall analyze the sufficiency of these investigations and the appropriateness of their dispositions. The LAPD shall not close any misconduct investigation without rendering a disposition.</p>	<p>only 7 categories of misconduct complaint adjudication: sustained, sustained no-penalty, not resolved, unfounded, exonerated, duplicate, and no Department employee. Any other categories used would be audited by the IG on an annual basis.</p> <p><b>Issues:</b> The LAPD has 13 categories of misconduct complaint adjudication: sustained, sustained no-penalty, not resolved, unfounded, exonerated, duplicate, and no Department employee (as included in the DOJ language) and policy/procedures, chronic/crank, frivolous, incomplete investigation, withdrawn by Chief of Police, and other judicial review. The additional 6 categories are regularly used by the LAPD.</p> <p>All misconduct complaint investigations (both IAG and chain-of-command) will be audited by the IG (Paragraph 142) and the Audit Unit will audit IAG misconduct complaint investigations (Paragraph 136). In addition, LAPD would be required to annually report to the Commission regarding misconduct complaints, disposition, and discipline (Paragraph 137). Finally the Chief of Police must report on discipline quarterly, with subsequent review by the IG and Police Commission (Paragraph 86). Another audit of the adjudication of misconduct complaints, as proposed by DOJ in Paragraph 83, seems</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>unnecessary.</p> <p><b>Costs:</b> Anticipated to be absorbed into other IG audit costs (see Paragraph 142).</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>84. Withdrawal of a misconduct complaint, unavailability of a complainant to make a statement, or the fact that the complaint was filed anonymously or by a person other than the victim of the misconduct, shall not be a basis for adjudicating a complaint without further attempt at investigation. The LAPD shall use reasonable efforts to investigate such misconduct complaints to determine whether the complaint can be corroborated.</p>		<p><b>Proposal:</b> Continues existing practices (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>85. All investigations of misconduct complaints shall be completed in a timely manner taking into account the investigation's complexity, the availability of evidence, and the factors outlined in California Government Code Sec. 3304(d) or similar factors outlined in other applicable statutes of limitations. The parties expect that, taking into account these factors, most investigations shall be completed within five months.</p>		<p><b>Proposal:</b> Most misconduct investigations must be completed within 5 months.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 135) and by the IG (Paragraph 142), and reviewed by the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Included in IAG Investigation Cost (Paragraph 91)</p> <p><b>Implementation Issues:</b> Staff recruitment</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		(see Paragraph 91)
<p>E. <u>Discipline &amp; Non-Disciplinary Action</u></p> <p>86. The Chief of Police, no later than forty-five calendar days following the end of each calendar quarter, shall report to the Commission, with a copy to the Inspector General, on the imposition of discipline during such quarter (the "Discipline Report"). The Chief of Police shall provide the first such report to the Police Commission by February 15, 2001, and such report shall provide the information listed below for the period from the effective date of this Agreement until December 31, 2000; thereafter such report will be provided on a calendar quarter basis. Such report shall contain: (i) a description of all discipline imposed during such quarter together with a description of the conduct resulting in discipline, and determinations made by the Board of Rights with respect to such conduct, (ii) a written explanation of any reduction in penalty from that prescribed by the Board of Rights, (iii) a description of all discipline and non-disciplinary actions for each Categorical Use of Force the Commission has determined was out of policy; and (iv) a written explanation following the Chief of Police's final determination regarding the imposition of discipline, when discipline has not been imposed (other than exoneration by</p>		<p><b>Proposal:</b> The Chief of Police shall report to the Police quarterly regarding imposition of discipline during such quarter. The IG shall review and analyze and report to the Commission regarding the Discipline Report. The Commission shall review the Discipline Report and document the Commission's assessment of the appropriateness of the Chief of Police's disciplinary actions. Such documentation shall be considered in the Chief of Police's annual evaluation.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed</p> <p><b>Implementation Issues:</b> None anticipated.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>the Board of Rights) and the following has occurred: any officer who enters a guilty plea or is found guilty in a criminal case; any officer against whom a misconduct administrative investigation is sustained; and any officer found civilly liable by a judge or jury of conduct committed on duty or while acting in his or her official capacity, or whose conduct is the basis for the City being found civilly liable by a judge or jury.</p> <p>The Inspector General shall review, analyze and report to the Commission on each Discipline Report, including the circumstances under which discipline was imposed and the severity of any discipline imposed. The Commission, no later than forty-five days after receipt of the Discipline Report, following consultation with the Chief of Police, shall review the Discipline Report and document the Commission's assessment of the appropriateness of the actions of the Chief of Police described in the Discipline Report. Such assessment and documentation with respect to Categorical Uses of Force that the Commission has determined to be out of policy shall be made on an individual Categorical Use of Force basis. Such assessment documentation shall be considered as part of the Chief's annual evaluation as provided in paragraph 88.</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>87. The LAPD shall continue its practice of having managers evaluate all misconduct complaint investigations to identify underlying problems and training needs. After such evaluations the manager shall implement appropriate non-disciplinary actions or make a recommendation to the proper LAPD entity to implement such actions.</p>		<p><b>Proposal:</b> Continues existing practices. (precludes the modification of practices during the term of the Agreement)</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>88. Under the Charter, the Commission is required to conduct an annual review of the Chief of Police. Such a review is intended to be an overall assessment of the Chief of Police's performance as the chief administrative officer of the LAPD, including as it relates to satisfaction of universal performance goals applicable to chief administrative officers, budgeting goals and other goals determined by the Commission. In conducting such review, the Commission shall also consider the Police Chief's responses to use of force incidents and complaints of officer misconduct, assessment and imposition of discipline and those matters described in paragraphs 64, 86, 112, 133, 134, and ?.</p>		<p><b>Proposal:</b> The Commission shall consider, among other things, the Chief of Police's responses to use of force incidents, complaints of officer misconduct, and assessment and imposition of discipline in the Commission's annual review of the Chief.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>89. After a misconduct complaint is resolved by the LAPD, the LAPD shall inform the complainant of the resolution, in writing, including the investigation's significant dates, general allegations, and disposition.</p>		<p><b>Proposal:</b> Continues existing practice (3/820.11) (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated</p>
<p>90. The City shall prohibit retaliation in any form against any employee for reporting possible misconduct by any other employee of the LAPD</p>		<p><b>Proposal:</b> Continues existing practice (1/272). (precludes the modification of practices during the term of the Agreement)</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>F. <u>Internal Affairs Group</u></p> <p>91. The City shall reallocate responsibility for misconduct complaint investigations between IAG and chain-of-command supervisors. The City shall in FY 01-02 provide all necessary position authorities to fully implement this paragraph. Investigation responsibilities shall be transitioned as positions are filled. Prior to positions being filled, investigation responsibilities shall be transitioned commensurate with available resources. Positions will be filled and investigation responsibility transition shall be completed within 24 months of the effective date of the Agreement. Under this reallocation, IAG and not chain-of-command supervisors, shall investigate (i) all civil suits or claims for</p>		<p><b>Proposal:</b> Paragraphs 91 and 92 relate to IAG misconduct investigations. Within 2 years, “major” misconduct complaints would be transitioned from chain-of command investigation to IAG investigation. Currently the IAG investigates misconduct complaints regarding dishonesty, domestic violence, narcotics/drugs, sexual misconduct, and theft and only a small portion of discrimination, false imprisonment, and unauthorized force misconduct complaints (approximately 10%). The IAG investigates other misconduct complaints as it deems appropriate.</p> <p>Under the proposed Agreement IAG would investigate all misconduct complaints of dishonesty, domestic violence, narcotics/drugs, sexual misconduct, theft, unauthorized force, discrimination, unlawful search, and acts of</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>damages involving on duty conduct by LAPD officers or civil suits and claims involving off-duty conduct required to be reported under paragraph 76, and (ii) all misconduct complaints (on Complaint Form 1.28), against officers, which misconduct complaints allege:</p> <ul style="list-style-type: none"> <li>a. unauthorized uses of force, other than administrative Categorical Use of Force investigations (which shall be investigated by OHB as part of its investigation of the use of force);</li> <li>b. invidious discrimination (<i>e.g.</i>, on the basis of race, ethnicity, gender, religion, national origin, sexual orientation, or disability), including improper ethnic remarks, and gender bias;</li> <li>c. unlawful search;</li> <li>d. unlawful seizure (including false imprisonment and false arrest);</li> <li>e. dishonesty;</li> <li>f. domestic violence;</li> <li>g. improper behavior involving narcotics or drugs;</li> </ul>		<p>retaliation. The IAG would also be responsible for investigating where a prosecutor or judge notifies the City of potential officer misconduct and incidents where the officer is arrested or charged with a crime (other than low grade misdemeanors) charged.</p> <p>IAG would remain responsible for categorizing misconduct complaints.</p> <p>Compliance with these procedures would be audited by the Audit Unit (Paragraph 135) and by the IG (Paragraph 142), and reviewed by the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> The DOJ and Team both agree in concept, but continue to discuss transition of misconduct complaints over the next two years. Misconduct complaints are not equally allocated over each misconduct complaint category. Approximately 60% of the new misconduct complaint investigations fall within the unauthorized force category, requiring the greatest increase in IAG staffing. Allocating such a large percentage of these complaints for investigation by IAG is problematic in the short-term. The DOJ has suggested the priorities of misconduct against gang units and unauthorized force complaints. The Team has discussed such transition priorities with DOJ and continues to investigate potential methods of transition</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>h. sexual misconduct;</p> <p>i. theft; and</p> <p>j. any act of retaliation or retribution against an officer or civilian.</p>		<p>which minimize potential for breach of the Agreement [both this Paragraph and Paragraph 85 (5 month investigation completion period)].</p> <p>LAPD anticipates that additional investigators would be required to accommodate the additional misconduct investigation responsibilities of the IAG. LAPD recruitment has recently declined. In addition, officer recruitment into the IAG remains difficult for various reasons. Therefore, any transition plan must recognize and accommodate such staffing difficulties.</p> <p><b>Costs:</b> estimated range of \$.5 - \$ 1.5 million one-time costs/\$8 - \$10 million on-going costs (see Paragraph 99 for additional IAG staff training costs).</p> <p><b>Implementation Issues:</b> Staff recruitment.</p>
<p>92. In addition to the categories of misconduct allegations set forth in paragraph 91, IAG, and not supervisors, shall investigate the following:</p> <p>a. all incidents in which both (i) a civilian is charged by an officer with interfering with a police officer (California Penal Code § 148), resisting arrest, or disorderly conduct, and (ii) either the</p>		<p>See Paragraph 91.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>prosecutor's office notifies the Department it is dismissing the charge based upon officer credibility or a judge dismissed the charge based upon officer credibility.</p> <p>b. all incidents in which the Department has received written notification from a prosecuting agency in a criminal case that there has been an order suppressing evidence because of any constitutional violation or other misconduct by an LAPD officer, any other judicial finding of officer misconduct made in the course of a judicial proceeding or any request by a federal or state judge or magistrate that a misconduct investigation be initiated pursuant to some information developed during a judicial proceeding before a judge or magistrate. The LAPD shall request that all prosecuting agencies provide them with written notification whenever the prosecuting agency has determined that any of the above has occurred;</p> <p>c. all incidents in which an officer is arrested or charged with a crime other than low grade misdemeanors,</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>as defined in the LAPD manual, which misdemeanors shall be investigated by chain-of-command supervisors;</p> <p>d. any request by a judge or prosecutor that a misconduct investigation be initiated pursuant to information developed during the course of an official proceeding in which such judge or prosecutor has been involved.</p>		
<p>93. Paragraphs 91 and 92 shall not apply to complaints lodged against the Chief of Police, which investigations shall be directed by the Commission as set forth in paragraph 159. Paragraphs 91 and 92 do not preclude IAG from undertaking such other investigations as the Department may determine.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>94. IAG shall promptly review the “face sheet” of all misconduct complaints as they are received to determine whether they meet the criteria in paragraph 91 and 92 for being investigated by IAG or should be delegated to a non-IAG supervisor for investigation.</p>		<p><b>Proposal:</b> Continues current practice (precludes the modification of practices during the term of the Agreement).</p> <p>Compliance with these procedures would be audited by the Audit Unit [Paragraph 136(e)] and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> Both parties agree.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>95. By July 1, 2001, the City shall develop and initiate a plan for organizing and executing regular, targeted, and random integrity audit checks, or “sting” operations to identify and investigate officers engaging in at-risk behavior, including without limitation, unlawful stops, searches, seizures (including false arrests), or uses of excessive force. These operations shall also seek to identify officers who discourage or fail to report misconduct or misconduct complaints (hereinafter “Sting Audits”). IAG shall be the unit within the LAPD responsible for these operations. The Department shall use the relevant TEAMS II data, and other relevant information, in selecting targets for these sting audits. Sting Audits shall be conducted for each subsequent fiscal year for the duration of this Agreement.</p>		<p><b>Proposal:</b> IAG will conduct regular, targeted, random integrity audit checks, or sting operations. TEAMS II data will be used in selecting targets for such sting operations.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> estimated range of \$500,000 - \$1 million one-time costs/ \$3 - \$5 million on-going costs</p> <p><b>Implementation Issues:</b> Staff recruitment (see Paragraph 91)</p>
<p>96. The OHB Unit shall have the capability to “roll out” to all Categorical Use of Force incidents 24 hours a day. The Department shall require immediate notification to the Chief of Police, OHB, the Commission and the Inspector General by the LAPD whenever there is a Categorical Use of Force. Upon receiving each such notification, an OHB Unit Investigator shall promptly respond to the scene of such Categorical Use</p>		<p><b>Proposal:</b> Requires OHB to have the ability to roll-out 24-hours a day in response to Categorical Use of Force incidents and to notify the IG, Commission and Chief of Police. The LAPD currently has procedures for roll-outs 24-hours a day for Categorical Uses of Force, however pursuant to Paragraph 54 all such roll-outs will now be within the OHB unit.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>of Force and commence his or her investigation. The senior OHB Unit manager present shall have overall command of the crime scene and investigation at the scene where multiple units are present to investigate a Categorical Use of Force incident.</p>		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Included in costs of OHB unit (Paragraph 54)</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>97. The commanding officer of IAG shall select the staff who are hired and retained as IAG investigators and supervisors, subject to the applicable provisions of the City's civil service rules and regulations and collective bargaining agreements. Investigative experience shall be a desirable, but not a required, criterion for an IAG investigatory position. Officers who have a history of any sustained investigation or discipline received for the use of excessive force, a false arrest or charge, or an improper search or seizure, sexual harassment, discrimination or dishonesty shall be disqualified from IAG positions unless the IAG commanding officer justifies in writing the hiring of such officer despite such a history.</p>		<p><b>Proposal:</b> Continues existing practices (precludes the modification of practices during the term of the Agreement), with enhancements of requiring disqualification of officers with certain types of sustained misconduct complaints [see also Paragraph 46(g)].</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> TEAMS II integral to compliance.</p>
<p>98. The Department shall establish a three-year term of duty for the IAG Sergeants, Detectives and Lieutenants who conduct investigations, and may reappoint an officer to a new term of duty only if the officer has performed in a competent manner. Such IAG</p>		<p><b>Proposal:</b> Paragraphs 98 and 99 continue existing practices (3/763.67) (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
investigators may be removed during their term of duty for acts or behaviors that would disqualify the officer from selection to IAG.		<p><b>Costs:</b> estimated range of \$50,000 - \$100,000 one-time costs/\$2 - \$4 million on-going costs for additional IAG staff training (see Paragraph 91).</p> <p><b>Implementation Issues:</b> None anticipated.</p>
99. IAG investigators shall be evaluated based on their competency in following the policies and procedures for misconduct investigations. The LAPD shall provide regular and periodic re-training and re-evaluations on topics relevant to their duties.		See Paragraph 98.
100. The LAPD shall refer to the appropriate criminal prosecutorial authorities all incidents involving LAPD officers with facts indicating criminal conduct.		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>G. <u>Traffic and Pedestrian Stops</u></p> <p>1. Nondiscrimination Policy</p> <p>101. LAPD personnel shall not discriminate on the basis of race, color, ethnicity, national origin, gender, sexual</p>	<p><del>101. LAPD personnel shall not discriminate on the basis of race, color, ethnicity, national origin, gender, sexual</del></p>	<p><b>Proposal:</b> Paragraphs 101 through 107 constitute nondiscrimination policy language.</p> <p><b>Issues:</b> This is a drafting issue. DOJ and the Team both agree in concept and are very close regarding nondiscriminatory policy language. Language preserving LAPD's ability to utilize suspect description information (e.g., race, color, gender, age, clothing, etc.) as one</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>orientation, or disability in conducting law enforcement activities. All motor vehicle and pedestrian stops and detentions by members of the LAPD shall be made on the basis of legitimate, articulable reasons consistent with the standards of either reasonable suspicion or probable cause, as warranted.</p>	<p><del>orientation, or disability in conducting law enforcement activities. All motor vehicle and pedestrian stops and detentions by members of the LAPD shall be made on the basis of legitimate, articulable reasons consistent with the standards of either reasonable suspicion or probable cause, as warranted.</del></p>	<p>component in determining probable cause or reasonable suspicion for detaining an individual is essential to LAPD operations. Agreement language must be carefully crafted to ensure protection of civil rights, while allowing for appropriate LAPD operations.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>102. LAPD personnel may not use race, color, ethnicity, or national origin (to any extent or degree) in conducting any law enforcement activity, except (as set forth below in paragraphs 103-104) when engaging in appropriate suspect-specific activity to appropriately identify a particular person or group.</p>	<p><del>—102.— LAPD personnel may not use race, color, ethnicity, or national origin (to any extent or degree) in conducting any law enforcement activity, except (as set forth below in paragraphs 103-104) when engaging in appropriate suspect-specific activity to appropriately identify a particular person or group.</del></p>	<p>See Paragraph 101.</p>
<p>103. Where LAPD personnel are seeking one or more specific persons who have been identified or described in part by their race, color, ethnicity, or national origin, personnel may rely in part on race, color, ethnicity, or national origin in their search in combination with other appropriate identifying factors.</p>	<p><del>—103.— Where LAPD personnel are seeking one or more specific persons who have been identified or described in part by their race, color, ethnicity, or national origin, personnel may rely in part on race, color, ethnicity, or national origin in their search in combination with other appropriate identifying factors.</del></p>	<p>See Paragraph 101.</p>
<p>104. The other factors relied upon in combination with race, color, ethnicity, or national origin must be sufficiently specific such that, when all the identifying factors are considered, they define a reasonably specific</p>	<p><del>—104.— The other factors relied upon in combination with race, color, ethnicity, or national origin must be sufficiently specific such that, when all the identifying factors are considered, they define a reasonably specific</del></p>	<p>See Paragraph 101.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>sub-group of individuals of the particular race, color, ethnicity, or national origin group. The factors in addition to race, color, ethnicity, or national origin may include other personal identifying descriptors, descriptions of clothing or vehicle, and/or other limitations based on time and location. The Department shall continue to require that all motor vehicle stops and detentions by members of the LAPD be made on the basis of legitimate, articulable reasons consistent with the standards of reasonable suspicion and probable cause.</p>	<p><del>sub-group of individuals of the particular race, color, ethnicity, or national origin group. The factors in addition to race, color, ethnicity, or national origin may include other personal identifying descriptors, descriptions of clothing or vehicle, and/or other limitations based on time and location. The Department shall continue to require that all motor vehicle stops and detentions by members of the LAPD be made on the basis of legitimate, articulable reasons consistent with the standards of reasonable suspicion and probable cause.</del></p>	
	<p>105. The Department shall continue its policy of not invidiously discriminating on the basis of race, color, ethnicity, national origin, gender, sexual orientation, or disability in conducting law enforcement activities. The Department shall continue to require that all motor vehicle and pedestrian stops and detentions by members of the LAPD be made on the basis of legitimate, articulable reasons consistent with the standards of either reasonable suspicion or probable cause.</p>	<p>See Paragraph 101.</p>
	<p>106. The Department shall continue its policy of not using race, color, ethnicity, or national origin as the sole factor in forming the conclusions of reasonable suspicion or probable cause. Under such policy, race, color, ethnicity, or national origin may be used for such purpose only when there are other individualized or particularized factors which -</p>	<p>See Paragraph 101.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
	when taken together with race, color, ethnicity, or national origin - rise to the level of either reasonable suspicion or probable cause.	
	107. The Department shall continue its policy of allowing race, color, ethnicity, or national origin to be used as a factor in attempting to identify persons or groups only where it is combined with other factors sufficiently specific such that, when all the identifying factors are considered, they define a reasonably specific sub-group of individuals or groups. Examples of factors that may be relevant in making an identification - in addition to race, color, ethnicity, or national origin including other personal identifying descriptors, descriptions of clothing or vehicle, and limitations based on time and location.	See Paragraph 101.
<p>2. Traffic Stops and Pedestrian Stops</p> <p>108. The City shall require LAPD officers to complete a written or electronic log each time an officer performs a traffic stop (<i>i.e.</i>, each time that an officer for any reason directs a motor vehicle stop.</p>	<p>2. Traffic Stops and Pedestrian Stops</p> <p>108. <del>The City shall require LAPD officers to complete a written or electronic log each time an officer performs a traffic stop (<i>i.e.</i>, each time that an officer for any reason directs a motor vehicle stop.</del> The Department has a protocol requiring LAPD officers to complete a written Field Interview Card, a copy of which card is attached as Exhibit _____, each time an officer performs a motor vehicle stop and does not otherwise issue a citation or complete an arrest report.</p>	<p><b>Proposal:</b> In Paragraphs 108 and 109, DOJ proposes that LAPD officers complete a log, including specific information, for all motor vehicle stops.</p> <p><b>Issues:</b> Related issues are found in Paragraphs 67 to 68 (searches and seizures) and 110 to 111 (pedestrian stops). LAPD has expressed concerns regarding the collection of this information and the ability to evaluate and analyze the information obtained in a meaningful manner.</p> <p>The Team proposed the collection of</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>information regarding probable cause, race, gender, and age of all motor vehicle stops, through the use of the Field Interview (FI) cards for stops not resulting in a citation or arrest. LAPD's intent is to use such information on an officer specific basis (e.g., if a discrimination complaint is submitted against an officer, that officer's record of stops can be reviewed through the TEAMS II database for a pattern or practice of discrimination).</p> <p>DOJ expressed concern with locking the City into a specific method for collection of traffic stop information (i.e., FI cards). DOJ would prefer listing the type of information to be gathered (e.g., officer identification, date, time, location of stop, probable cause, gender, race, age, etc.), with the actual method of collection being flexible so the City has the option of changing the procedure over time.</p> <p>Compliance with vehicle stop procedures would be audited by the Audit Unit (Paragraph 135) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Costs:</b> estimated range of \$100,000 - \$500,000 <i>one-time printing costs</i></p> <p><b>Implementation Issues:</b> Officer workload and development of new forms.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>109. The information to be collected on each traffic stop shall include: the officer's name and badge number; the date, time, duration, and location of the stop (including the LAPD Area); the state in which the vehicle is registered; the driver's gender, race/ethnicity, and date of birth; whether the driver is a resident of the City of Los Angeles; whether the stop was based on a traffic violation (and whether it was moving or non-moving violation, and whether the stop was based on the use of radar or laser), or whether the stop was based on a "be on the look-out" call or probable cause concerning a non-traffic violation; whether the driver or passengers were required to exit their vehicle; whether the driver was issued a citation and, if so, the citation number; whether consent to search the vehicle was requested or granted; whether a canine was deployed and, if so, whether it alerted; whether a nonconsensual search of the vehicle was conducted; whether weapons, evidence, or contraband was seized; and whether the driver or passenger(s) were arrested, and if so, the arrest report number.</p>	<p><del>—109.—The information to be collected on each traffic stop shall include: the officer's name and badge number; the date, time, duration, and location of the stop (including the LAPD Area); the state in which the vehicle is registered; the driver's gender, race/ethnicity, and date of birth; whether the driver is a resident of the City of Los Angeles; whether the stop was based on a traffic violation (and whether it was moving or non-moving violation, and whether the stop was based on the use of radar or laser), or whether the stop was based on a "be on the look-out" call or probable cause concerning a non-traffic violation; whether the driver or passengers were required to exit their vehicle; whether the driver was issued a citation and, if so, the citation number; whether consent to search the vehicle was requested or granted; whether a canine was deployed and, if so, whether it alerted; whether a nonconsensual search of the vehicle was conducted; whether weapons, evidence, or contraband was seized; and whether the driver or passenger(s) were arrested, and if so, the arrest report number.</del></p>	<p>See Paragraph 108.</p>
<p>110. The City shall require officers to complete a written or electronic log whenever an officer stops a pedestrian.</p>	<p><del>—110.—The City shall require officers to complete a written or electronic log whenever an officer stops a pedestrian.</del></p>	<p><b>Proposal:</b> In Paragraphs 110 and 111, DOJ proposes that LAPD officers complete a log, including specific information, for all pedestrian stops.</p> <p><b>Issues:</b> Related issues are found in Paragraphs 67 to 68 (searches and seizures) and 108 to 109</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>(traffic stops).</p> <p>The LAPD is concerned that requiring information collection for all pedestrian stops could adversely impact community policing and pro-active policing activities. Because there is no “bright line” between “pedestrian stops” and “conversation type pedestrian stops,” there is the possibility of requiring data collection on every pedestrian encounter made by police officers. Furthermore, the lack of “bright line” for pedestrian stops (as opposed to motor vehicle stops) creates a greater potential risk for breach of the Agreement due to interpretation issues. Such issues could impact an officer’s willingness to engage the public in conversation, etc.</p> <p><b>Costs:</b> estimated range of \$100,000 - \$500,000 one-time printing costs</p> <p><b>Implementation Issues:</b> Increase in officer workload and development of new forms.</p>
<p>111. The information to be collected on each pedestrian stop shall include: the officer’s name and badge number; the date, time, duration, and location of the stop (including the LAPD Area); the pedestrian’s gender and race/ethnicity; the pedestrian’s date of birth if available; whether the pedestrian was a resident of Los Angeles; whether the pedestrian was frisked; whether a search occurred (<i>e.g.</i>, inside the pedestrian’s clothes</p>	<p><del>111. The information to be collected on each pedestrian stop shall include: the officer’s name and badge number, the date, time, duration, and location of the stop (including the LAPD Area); the pedestrian’s gender and race/ethnicity, the pedestrian’s date of birth if available; whether the pedestrian was a resident of Los Angeles; whether the pedestrian was frisked; whether a search occurred (<i>e.g.</i>, inside the pedestrian’s clothes</del></p>	<p>See Paragraph 110.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>or in any bag, backpack, or purse); whether the stop, search, and/or frisk were nonconsensual or consensual, and whether consent was requested and denied; the reason for the stop, frisk, or search; whether the pedestrian was issued a citation or arrested and, if so, the citation or arrest report number; and whether weapons, evidence, or contraband was seized.</p>	<p><del>or in any bag, backpack, or purse); whether the stop, search, and/or frisk were nonconsensual or consensual, and whether consent was requested and denied; the reason for the stop, frisk, or search; whether the pedestrian was issued a citation or arrested and, if so, the citation or arrest report number; and whether weapons, evidence, or contraband was seized.</del></p>	
<p><b>IV. STAFFING AND SUPERVISION</b></p> <p>A. <u>Management of Gang Units</u></p> <p>112. The LAPD has developed and shall continue to implement a protocol that includes the following requirements for managing and supervising all LAPD units that are primarily responsible for monitoring or reducing gang activity, including the Special Enforcement Units:</p> <p>a. Each unit shall be assigned to an Area or Bureau, and shall be managed and controlled by the Area or Bureau command staff where it is assigned. The Bureau gang coordinators and the citywide gang coordinator (the Detective Support Division Commanding Officer) coordinate the Bureau-wide and citywide activities of these units, provide training and technical assistance, and are involved in</p>	<p>A. <u>Management of Gang Units</u></p> <p>112. The LAPD has developed and shall continue to implement a protocol that includes the following requirements for managing and supervising all LAPD units that are primarily responsible for monitoring or reducing gang activity, including the Special Enforcement Units:</p> <p>a. Each unit shall be assigned to an Area or Bureau, and shall be managed and controlled by the Area or Bureau command staff where it is assigned. The Bureau gang coordinators and the citywide gang coordinator (the Detective Support Division Commanding Officer) coordinate the Bureau-wide and citywide activities of these units, provide training and technical assistance, and are involved in coordinating and providing</p>	<p><b>Proposal:</b> DOJ proposes to continues existing LAPD procedures detailed in Administrative Order #3, March 6, 2000 and Administrative Order #8, April 25, 2000 (precludes the modification of practices during the term of the Agreement) with enhancements to require: 1) written approval for use of off-site facilities for holding arrestees and interviewing witnesses [112(e)(viii)]; 2) approval for use of radio frequencies other than the “primary frequency”, and: 3) approval of all significant tactical operations.</p> <p>Compliance with these procedures would be audited by OHB (Paragraph 137) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> The Team agrees with the DOJ’s proposal to continue existing practices (precludes the modification of practices during the term of the Agreement), but has concerns with each of the proposed enhancements. LAPD has indicated written approval for the</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>coordinating and providing information for the audits of these units.</p> <p>b. Eligibility criteria for selection of an officer in these units shall include that officers have completed probation, have acquired a minimum number of years as a police officer in the LAPD, and have demonstrated proficiency in a variety of law enforcement activities, interpersonal and administrative skills, cultural and community sensitivity, and a commitment to police integrity. Without the prior written approval of the Chief of Police, an officer shall not be reassigned to a unit until 13 LAPD Deployment Periods have elapsed since their previous assignment in these units.</p> <p>c. Eligibility criteria for selection as a supervisor in these units shall include that supervisors have one year experience as a patrol supervisor, have been wheeled from their probationary Area of assignment, and have demonstrated outstanding leadership, supervisory, and administrative skills. In addition, without the prior written approval of the Chief of Police, an</p>	<p>information for the audits of these units.</p> <p>b. Eligibility criteria for selection of an officer in these units shall include that officers have completed probation, have acquired a minimum number of years as a police officer in the LAPD, and have demonstrated proficiency in a variety of law enforcement activities, interpersonal and administrative skills, cultural and community sensitivity, and a commitment to police integrity. Without the prior written approval of the Chief of Police, an officer shall not be reassigned to a unit until 13 LAPD Deployment Periods have elapsed since their previous assignment in these units.</p> <p>c. Eligibility criteria for selection as a supervisor in these units shall include that supervisors have one year experience as a patrol supervisor, have been wheeled from their probationary Area of assignment, and have demonstrated outstanding leadership, supervisory, and administrative skills. In addition, without the prior written approval of the Chief of Police, an individual shall not be selected as a</p>	<p>use of off-site facilities [Paragraph 112(e)(viii)] to interview suspects or witnesses would negatively impact operations with no benefit to Gang Unit oversight. Currently, off-site facilities can only be utilized during business hours, with the approval of the support division commanding officer and with a supervisor present. Therefore, appropriate oversight is provided and written approval would only serve to create an unnecessary, additional level of oversight. Use of off-site facilities may be necessary to comply with Paragraph 78(b) (interviewing at locations convenient to witnesses).</p> <p>Relative to normal radio frequencies [Paragraph [112(e)(vi)], Administrative Order #3 contains a provision regarding radio frequency use, however incorporation of the provision into an Agreement or Consent Decree precludes the flexibility afforded by the Special Order. Officers utilize several radio channels throughout the day, depending upon the action being taken. Requiring approval prior to changing frequency would delay police actions and responses to incidents. DOJ and the Team worked to craft appropriate language, but have been unsuccessful to date due to the LAPD's need for flexibility in this area. Therefore, it has been requested that provision 112 (e)(vi) be deleted. DOJ is considering the request.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>individual shall not be selected as a supervisor in these units until 13 LAPD Deployment Periods have elapsed since the individual's previous assignment in these units as an officer or supervisor.</p> <p>d. Supervisors and officers in these units shall have a limited tour assignment to these units, for a period not to exceed 39 LAPD Deployment Periods. An extension of such assignment for up to three LAPD Deployment Periods may be granted upon the written approval of the Bureau commanding officer. Any longer extension shall be permitted upon written approval of the Chief of Police.</p> <p>e. Unit supervisors and officers shall continue to: (i) be subject to existing procedures for uniformed patrol officers regarding detention, transportation, arrest, processing and booking of arrestees and other persons; (ii) wear Class A or Class C uniforms (and may not wear clothing with unauthorized insignias identifying them as working at a particular unit); (iii) use marked police vehicles for all activities; (iv) check out and return all field</p>	<p>supervisor in these units until 13 LAPD Deployment Periods have elapsed since the individual's previous assignment in these units as an officer or supervisor.</p> <p>d. Supervisors and officers in these units shall have a limited tour assignment to these units, for a period not to exceed 39 LAPD Deployment Periods. An extension of such assignment for up to three LAPD Deployment Periods may be granted upon the written approval of the Bureau commanding officer. Any longer extension shall be permitted upon written approval of the Chief of Police.</p> <p>e. Unit supervisors and officers shall continue to: (i) be subject to existing procedures for uniformed patrol officers regarding detention, transportation, arrest, processing and booking of arrestees and other persons; (ii) wear Class A or Class C uniforms (and may not wear clothing with unauthorized insignias identifying them as working at a particular unit); (iii) use marked police vehicles for all activities; (iv) check out and return all field equipment from the Area kit room on</p>	<p>The Team has two main concerns associated with DOJ's proposal to require approval of significant planned tactical operations [Paragraph 112(g)]. In many cases, tactical operations are quickly planned in the field, precluding the ability to document approval and therefore compliance. In addition, there is substantial interpretation as to what would be a "significant planned tactical operation," leading to potential disagreements regarding compliance with the Agreement.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> Depends upon final language (see above discussion).</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>equipment from the Area kit room on a daily basis; (v) attend scheduled patrol roll calls; (vi) conduct routine operations using the Area's primary radio frequency; and (vii) base all unit activities out of the concerned Area station; (viii) not use off-site for holding arrestees (including interviews) or interviewing witnesses. Any exceptions from these requirements shall require the approval of the appropriate managers, and shall be for a specified, limited period of time. Exceptions to the requirements set forth in subparagraphs (ii), (iii), and (viii) shall be in writing.</p> <p>f. A unit supervisor shall provide a daily field presence and maintain an active role in unit operations. Unit supervisors shall brief the Area watch commander regularly regarding the activities of their unit, and shall coordinate unit activities with other Area supervisors.</p> <p>g. Area managers shall be responsible for ensuring that supervisors exercise proper control over these units. An Area manager shall review and approve all significant planned tactical</p>	<p>a daily basis; (v) attend scheduled patrol roll calls; <b>vi) conduct routine operations using the Area's primary radio frequency; (Open)</b> and (vii) base all unit activities out of the concerned Area station; (viii) not use off-site for holding arrestees (including interviews) or interviewing witnesses. Any exceptions from these requirements shall require the approval of the appropriate managers, and shall be for a specified, limited period of time. Exceptions to the requirements set forth in subparagraphs (ii), (iii), <del>and (viii)</del> shall be in writing.</p> <p>f. A unit supervisor shall provide a daily field presence and maintain an active role in unit operations. Unit supervisors shall brief the Area watch commander regularly regarding the activities of their unit, and shall coordinate unit activities with other Area supervisors.</p> <p>g. Area managers shall be responsible for ensuring that supervisors exercise proper control over these units-, <b>including oversight over planned tactical operations.</b> <del>An Area manager shall review and approve all significant</del></p>	

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>operations.</p> <p>h. Each Bureau gang coordinator shall be responsible for monitoring and assessing the operation of all units in the Bureau that address gang activity. The coordinator shall personally inspect and audit at least one Area unit each month, and shall submit copies of completed audits to the pertinent Bureau and Area, OHB Detective Support Division Command office, and the LAPD Audit Unit created in paragraph 133 below. The coordinator may use bureau staff to conduct such audits who themselves serve in a Bureau or Area gang-activity unit and are deployed in the field to monitor or reduce gang activity.</p> <p>The provisions of this paragraph do not apply to the Detective Support Division's gang unit whose primary, gang-related responsibility is to provide administrative support.</p>	<p><del>planned tactical operations:</del></p> <p>h. Each Bureau gang coordinator shall be responsible for monitoring and assessing the operation of all units in the Bureau that address gang activity. The coordinator shall personally inspect and audit at least one Area unit each month, and shall submit copies of completed audits to the pertinent Bureau and Area, OHB Detective Support Division Command office, and the LAPD Audit Unit created in paragraph 133 below. The coordinator may use bureau staff to conduct such audits who themselves serve in a Bureau or Area gang-activity unit and are deployed in the field to monitor or reduce gang activity.</p> <p>The provisions of this paragraph do not apply to the Detective Support Division's gang unit whose primary, gang-related responsibility is to provide administrative support.</p>	
<p>113. In addition to the requirements set forth in the preceding paragraph, the LAPD shall implement the following requirements, which shall be applicable to all LAPD units that are covered by the preceding paragraph.</p> <p>a. The eligibility criteria for selection of an officer in these units</p>		<p><b>Proposal:</b> Continues existing practices (precludes the modification of practices during the term of the Agreement), with the enhancement of requiring review of TEAMS II information for assignment [also see Paragraph 46(g)] and written determination as to whether an officer should serve in the Unit if</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>shall require a positive evaluation of the officer based upon the officer's relevant and appropriate TEAMS II record. Supervisors shall be required to document in writing their consideration of any sustained misconduct investigation, adverse judicial finding, or discipline for use of excessive force, a false arrest or charge, an improper search and seizure, sexual harassment, discrimination, or dishonesty in determining whether an officer shall be selected for the unit.</p> <p>b. The procedures for the selection of supervisors and officers in these units shall include a formal, written application process, oral interview(s), and the use of TEAMS II and annual performance evaluations to assist in evaluating the application.</p> <p>c. During a supervisor's or officer's assignment tour in these units, a sustained misconduct complaint or adverse judicial finding for use of excessive force, a false arrest or charge, an unreasonable search or seizure, sexual harassment, discrimination, or dishonesty shall result in the officer's supervisor</p>		<p>misconduct complaints of various categories are sustained during and officer's term in the Unit.</p> <p>Compliance with these procedures would be audited by OHB (Paragraph 137) and reviewed by the IG (Paragraph 141) and the Police Commission (Paragraph 146).</p> <p><b>Issues:</b> None anticipated.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> TEAMS II integral to compliance.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>reviewing the incident and making a written determination as to whether the subject officer should remain in the unit.</p>		
<p><b>V. DEVELOPMENT AND HANDLING OF SENSITIVE INFORMATION</b></p> <p><b>A. <i>Confidential Informants</i></b></p> <p>114. The LAPD has developed and shall continue to implement procedures for the handling of informants. The procedures include and LAPD shall continue to require the following:</p> <ul style="list-style-type: none"> <li>a. The use of informants by LAPD personnel is limited to those non-uniformed personnel assigned to investigative units, such as, Area Detectives, Narcotics Division, and Specialized Detective Divisions. Personnel in uniform assignments shall not maintain or use informants;</li> <li>b. An officer desiring to utilize an individual as an informant shall identify that person by completing an informant control package;</li> <li>c. The officer shall submit that package to his or her chain-of-command supervisor for review and approval by the appropriate manager</li> </ul>		<p><b>Proposal:</b> Continues existing practice with regard to the use of informants detailed in Operational Order #4, January 14, 2000 (precludes modification to practices for the term of the Agreement), with enhancements to require: 1) quality of a supervisor's oversight of officers use of confidential informants to be considered in such supervisor's performance evaluation, and; 2) require that officers document the actions taken based upon the information supplied by a confidential informant and the results of any related investigations.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> None anticipated.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>prior to utilizing that individual as an informant, which review shall be for completeness and compliance with LAPD procedures;</p> <p>d. Each informant shall be assigned a Confidential Informant (“CI”) number.</p> <p>e. The commanding officer shall be responsible for ensuring that informant control packages are stored in a secure location that provides for restricted access and sign-out approved by the officer in charge or watch commander. There shall be a written record including each accessing officer’s name and date of access in the informant control package.</p> <p>f. Informant control packages shall not be retained beyond end of watch without approval of the officer in charge or watch commander;</p> <p>g. Whenever information is supplied by an informant whom the investigating officer has not used as a source within the past three months, the officer shall check the Department-wide undesirable informant file and update the individual’s informant control</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>package prior to acting on such information.</p> <p>h. Investigating officers shall be required to confer with a supervisor prior to meeting with an informant; document all meetings, significant contacts, and information received from an informant in the informant control package; inform their supervisor of any contact with an informant; admonish the informant that he or she shall not violate any laws in the gathering of information.</p> <p>i. Supervisors shall be required to meet with each confidential informant at least once prior to the information control package being submitted to the commanding officer. The quality of supervisors' oversight with respect to adherence to LAPD guidelines and procedures regarding informant use by officers under his or her command and such supervisors' own adherence thereto, shall be factors in such supervisor's performance evaluation.</p> <p>j. Whenever an officer takes action based on information supplied by an informant, the officer shall document the information supplied,</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
and the results of the investigation, in the individual's informant control package.		
115. The LAPD shall establish a department-wide confidential database or listing containing the following information: CI number, Name, Aliases, Date of Birth.		<p><b>Proposal:</b> Requires LAPD to generate a centralized listing/database of informants. Informant files are currently maintained in several locations. The cost and implementation schedule would be dependent on whether a basic list is formulated versus a more sophisticated computerized database.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> estimated range of \$100,000 - \$500,000 one-time costs/ \$1 - \$3 million on-going costs</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
116. Within six months of the effective date of this Agreement, the LAPD shall publish a confidential informant manual which further expands and defines the procedures for identifying and utilizing informants, and which will include all of the requirements set out above. The manual shall establish a permanent centralized confidential file listing of all LAPD informants except those currently listed by the Anti-Terrorist Division and those used in conjunction with another agency.		<p><b>Proposal:</b> Publish a confidential informant manual that further expands and defines procedures for identifying and utilizing confidential informant.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> \$10,000 - \$50,000 one-time printing costs.</p> <p><b>Implementation Issues:</b> None anticipated.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p><b>B. <u>Other Evidentiary Issues</u></b></p> <p>117. The LAPD shall implement and enforce procedures designed to preserve evidence relevant to investigating and adjudicating misconduct complaints and other claims of police misconduct and to protect against use in criminal proceedings of evidence obtained in LAPD officers in violation of the federal civil rights of individuals, which shall include a requirement that all written notes and reports that are the property of the LAPD, and that were created as a part of the investigation of the offenses charged, be preserved and a requirement that lineups be conducted by officers uninvolved in the case for which the lineup is conducted.</p>	<p><del>B. <u>Other Evidentiary Issues</u></del></p> <p><del>118. The LAPD shall implement and enforce procedures designed to preserve evidence relevant to investigating and adjudicating misconduct complaints and other claims of police misconduct and to protect against use in criminal proceedings of evidence obtained in LAPD officers in violation of the federal civil rights of individuals, which shall include a requirement that all written notes and reports that are the property of the LAPD, and that were created as a part of the investigation of the offenses charged, be preserved and a requirement that lineups be conducted by officers uninvolved in the case for which the lineup is conducted.</del></p>	<p><b>Proposal:</b> Evidentiary procedures, including preservation of all written notes and reports that are the property of LAPD and lineup procedures.</p> <p><b>Issues:</b> The Team did not agree to the language regarding preservation of “all written notes and reports that are the property of LAPD.” The Team was concerned that this provision would expand to individual officers’ notebooks, as was provided in an earlier DOJ proposal. Officers may consider such notebooks as their private property.</p> <p>The Team has informed DOJ that line-ups are generally “conducted” by the Los Angeles County Sheriff’s Department and attendance of LAPD investigators involved in a case at line-ups was appropriate.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> Potential significant issues if individual officer notebooks are included.</p>
<p><b>VI. DEVELOPMENT OF PROGRAM FOR RESPONDING TO PERSONS WITH MENTAL ILLNESS</b></p> <p>118. Within six months of the date of this Agreement, the Department shall: (a) conduct an in-depth evaluation of successful programs in other law enforcement agencies across the DOJ dealing with police contacts with persons</p>	<p><del>118. Within six months of the date of this Agreement, the Department shall: (a) conduct an in-depth evaluation of successful programs in other law enforcement agencies across the DOJ dealing with police contacts with persons</del></p>	<p><b>Proposal:</b> In Paragraphs 118 through 121, DOJ proposes that the Department conduct an in-depth evaluation of programs used by law enforcement agencies across the United States and audit the past three years of “5150” calls (dealing with potentially mentally ill persons). Upon completion, and in consultation with DOJ and the Monitor, LAPD would then be</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>who may be mentally ill; and (b) conduct an audit of "5150" calls (those dealing with potentially mentally ill persons) during the past three years to evaluate the LAPD's response to such calls, including (i) use of de-escalation techniques, (ii) experience level of officers handling such calls, (iii) impact of supervisory presence on the scene, (iv) response time of mental health units to the scene, and (v) extent of efforts to assist mentally ill persons in obtaining medical and/or mental health care.</p>	<p><del>who may be mentally ill; and (b) conduct an audit of "5150" calls (those dealing with potentially mentally ill persons) during the past three years to evaluate the LAPD's response to such calls, including (i) use of de-escalation techniques, (ii) experience level of officers handling such calls, (iii) impact of supervisory presence on the scene, (iv) response time of mental health units to the scene, and (v) extent of efforts to assist mentally ill persons in obtaining medical and/or mental health care.</del></p>	<p>required to revise its policies, practices and training regarding officer response to calls involving potentially mentally ill individuals. Subsequent to changes being implemented the LAPD would be required to audit the training program.</p> <p><b>Issues:</b> The Team did not agree with DOJ's proposal to audit the past three years of 5150 calls. Much of the information requested by DOJ to be investigated as part of the audit is unavailable and is not documented as a standard practice. Therefore, the audit and potential resulting information would be of little value in assessing training issues.</p> <p>The Team concurred with DOJ's proposal to investigate other law enforcement training programs. However, the Team did not agree that such review should result in mandated changes, but rather information and recommendations should be submitted to the Police Commission for review, consideration, and action.</p> <p>The Team did propose that the implementation of any revised policies, practices, and training should be audited. DOJ expressed concern that as crafted the audit was limited to program modifications rather than the training, policies, and practices as a whole. The Team and DOJ continue to discuss these issues.</p> <p><b>Costs:</b> \$500,000 - \$1 million for review of</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>other law enforcement programs and audit</p> <p><b>Implementation Issues:</b> No significant issues anticipated, other than those associated with the proposes 5150 calls audit (see discussion above) and additional resources.</p>
<p>119. Within one year of the date of this Agreement, the Department, based upon its analyses required by the preceding paragraph, and in consultation with the DOJ and the Monitor, shall revise its policies, practices and training, to ensure that officers deal appropriately with calls involving potentially mentally ill individuals, with a specific objective of de-escalating the potential for violent encounters with mentally ill persons.</p>	<p><del>119. Within one year of the date of this Agreement, the Department, based upon its analyses required by the preceding paragraph, and in consultation with the DOJ and the Monitor, shall revise its policies, practices and training, to ensure that officers deal appropriately with calls involving potentially mentally ill individuals, with a specific objective of de-escalating the potential for violent encounters with mentally ill persons.</del></p>	<p>See Paragraph 118.</p>
<p>120. In addition, the Department shall continue to work with other agencies with responsibility for the mentally ill to improve mental health referral services.</p>	<p><del>120. In addition, the Department shall continue to work with other agencies with responsibility for the mentally ill to improve mental health referral services.</del></p>	<p>See Paragraph 118.</p>
<p>121. The Department shall audit the implementation of the revised policies, practices and training required by the preceding paragraph, to identify any deficiencies in the plan, and shall make any modifications necessary to meet the objectives specified in that paragraph.</p>	<p><del>121. The Department shall audit the implementation of the revised policies, practices and training required by the preceding paragraph, to identify any deficiencies in the plan, and shall make any modifications necessary to meet the objectives specified in that paragraph.</del></p>	<p>See Paragraph 118.</p>
	<p>122. Within six months of the effective date of this Agreement, the LAPD shall conduct an in-depth evaluation of successful</p>	<p>See Paragraph 118.</p>

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	<p>programs in other law enforcement agencies across the United States dealing with police contacts with persons who may be mentally ill. Within one year of the effective date of this Agreement, the LAPD, based upon its analyses required by the preceding paragraph, shall recommend to the Police Commission any appropriate policies, practices, or training that de-escalate the potential for violent encounters with mentally ill persons. The LAPD shall audit implementation of any revised policies, practices and training required by the preceding paragraph.</p>	
<p><b>VII. TRAINING</b></p> <p><b>A. <u>FTO Program</u></b></p> <p>123. The Department shall continue to implement formal eligibility criteria for Field Training Officers (“FTO”). The criteria require, <i>inter alia</i>, demonstrated analytical skills, demonstrated interpersonal and communication skills, cultural and community sensitivity, diversity, and commitment to police integrity. The criteria shall be expanded to require a positive evaluation of the officer based upon the officer’s TEAMS II record. Managers shall comply with paragraph 46(g) in selecting officers to serve as FTOs.</p>		<p><b>Proposal:</b> Paragraphs 123 through 125 continue existing eligibility criteria and FTO training (precludes modification of criteria for term of the Agreement), with enhancement to require review of TEAMS II information [also see Paragraph 46(g)].</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>124. FTOs may be removed during their tenure for acts or behaviors that would disqualify the officer from selection as an</p>		<p>See Paragraph 123.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
FTO.		
<p>125. The LAPD shall continue to implement a plan to ensure that FTO's receive adequate training, including training to be an instructor and training in LAPD policies and procedures, to enable them to carry out their duties. FTOs annual performance evaluations shall include their competency in successfully completing and implementing their FTO training. The LAPD shall provide regular and periodic re-training on these topics.</p>		See Paragraph 123.
<p>B. <u>Training Content</u></p> <p>126. The LAPD shall continue to provide all LAPD recruits, officers, supervisors and managers with regular and periodic training on police integrity. Such training shall include and address, <i>inter alia</i>.</p> <ul style="list-style-type: none"> <li>a. the duty to report misconduct and facts relevant to such misconduct;</li> <li>b. cultural diversity, which shall include training on interactions with persons of different races, ethnicities, religious groups, sexual orientations, persons of the opposite sex, and persons with disabilities;</li> <li>c. the role of accurately completing written reports in assuring police integrity, and the</li> </ul>		<p><b>Proposal:</b> Continues to provide regular and periodic training on police integrity.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>proper completion of such reports;</p> <p>d. Fourth Amendment and other constitutional requirements governing police actions in conducting searches and seizures, making arrests and using force; and</p> <p>e. examples of ethical dilemmas faced by LAPD officers and, where practicable given the location, type, and duration of the training, interactive exercises for resolving ethical dilemmas shall be utilized.</p>		
<p>127. The Department shall train all members of the public scheduled to serve on the Board of Rights in police practices and procedures.</p>		<p><b>Proposal:</b> Train Board of Rights members regarding police practices and procedures.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>128. The City shall establish a plan to annually provide tuition reimbursement for continuing education for a reasonable number of officers in subjects relevant to this Agreement, including subjects which will promote police integrity and professionalism. Such educational programs shall be attended while officers are off-duty.</p>	<p>Open.</p>	<p><b>Proposal:</b> Provide tuition reimbursement for off-duty continuing education.</p> <p><b>Issues:</b> The Team has not agreed with this request and continue to investigate the cost of this proposal.</p> <p><b>Costs:</b> Unknown.</p>
<p>129. The LAPD shall establish procedures</p>		<p><b>Proposal:</b> Establish procedures to provide</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>for supervisors and officers of the LAPD to communicate to the LAPD Training Group any suggestions they may have for improving the standardized training provided to LAPD officers, and to make written referral to the appropriate LAPD official regarding suggestions about LAPD policies or tactics.</p>		<p>training suggestions to the LAPD Training Group.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>C. <u>Supervisory Training</u></p> <p>130. The LAPD shall provide all officers promoted to supervisory positions, up to and including the rank of Captain, with training to perform the duties and responsibilities of such position. Such LAPD officers and supervisors shall be provided with such training before they assume their new supervisory positions.</p>		<p><b>Proposal:</b> Paragraphs 130 through 132 relate to the training of all officers promoted to supervisory positions prior to their assuming the new position. Provide regular and periodic supervisory and misconduct complaint investigation training.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> \$500,000 - \$2 million on-going costs.</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>131. The LAPD shall provide regular and periodic supervisory training on reviewing the reports addressed in this Agreement, incident control, and ethical decision making.</p>		<p>See Paragraph 130.</p>
<p>132. The LAPD shall ensure that any supervisor who performs, or is expected to perform, administrative investigations, including chain of command investigations of uses of force and misconduct complaints, receives training on conducting such investigations.</p>		<p>See Paragraph 130.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p><b>VIII. INTEGRITY AUDITS</b></p> <p><b>A. <i>Audit Plan</i></b></p> <p>133. Prior to the beginning of each fiscal year, the Chief of Police shall submit to the Police Commission, with a copy to the Inspector General, a listing of all scheduled audits of the LAPD to be conducted by the LAPD in the upcoming fiscal year, other than sting audits (the "Annual Audit Plan"). The Annual Audit Plan shall include all specified audits required to be conducted by the LAPD. The Police Commission shall review this Annual Audit Plan, and following consultation with the Chief of Police, shall make appropriate modifications, and approve it. The Chief of Police shall report to the Commission quarterly, with a copy to the Inspector General, on the status of audits listed in the Annual Audit Plan, including any significant results of such audits conducted by the LAPD ("Quarterly Audit Report"). The Department shall create and continue to have an audit unit within the office of the Chief of Police (the "Audit Unit") with centralized responsibility for developing the Annual Audit Plan, coordinating and scheduling audits contemplated by the Annual Audit Plan and ensuring timely completion of audits, and conduct audits as directed by the Chief of Police. The Audit Unit shall be established effective July 1, 2001, in connection with the</p>	<p>Open.</p>	<p><b>Proposal:</b> Development of an annual audit plan, to be approved by the Commission, with quarterly status reports submitted to the Commission. Establishment of an Audit Unit within the Office of the Chief of Police. The Audit Unit would be responsible for oversight of LAPD audits, act as a resource for LAPD staff/units conducting audits, and be responsible for conduction LAPD wide audits required pursuant to Paragraphs 135 and 136.</p> <p><b>Issues:</b> DOJ and the Team are generally in agreement on this item. Upon reflection, DOJ expressed concerns with the proposed FY 2001-2002 timeline for establishment of the Audit Unit, as the LAPD wide audit required pursuant to Paragraphs 135 and 136 would not be initiated until July 2001. The Team agreed to consider DOJ's concerns within the context of the overall scheduled for implementation of the various provisions of the Agreement. It is important that the City ensure adequate resources to undertake actions upon the agreed to time line to avoid breaches of the proposed Agreement.</p> <p>LAPD anticipates that 30 additional staff would be required for the Audit Unit. LAPD recruitment has recently declined, making staff recruitment for the Audit Unit uncertain.</p> <p><b>Costs:</b> estimated range of \$500,000 - \$1.5</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>adoption of the City's 2001-2002 Budget, with positions to be filled as quickly as reasonably possible in accordance with applicable civil service provisions. Audits contemplated by the Annual Audit Plan may be conducted by Audit Unit or by other LAPD units, as appropriate, provided, however, that those audits contemplated by Paragraphs 135 and 136 shall be conducted by the Audit Unit. The Audit Unit shall serve as a resource to other LAPD units in the conduct of audits and shall also periodically assess the quality of audits performed by other LAPD units. In the event the LAPD desires to amend the Annual Audit Plan, it may do so in the Quarterly Audit Report; provided, however, that the Annual Audit Plan shall include the specified audits to be conducted by the LAPD. All audits conducted by the Department shall be documented in a report that provides the audit's methodology, data sources, analysis of the data and conclusions.</p>		<p>million one-time costs/ \$3 - \$5 million on-going cost</p> <p><b>Implementation Issues:</b> Staff recruitment for Audit Unit. Timing of implementation.</p>
<p>B. <u>Audits by the LAPD</u></p> <p>134. Sting audits shall not be reported in the Quarterly Audit Report, rather the results of all sting audits shall be reported to the Police Commission and the Inspector General by the Chief of Police within two weeks of the sting audit report.</p>		<p><b>Proposal:</b> Due to the need for confidentiality for the success of IAG sting audits (see Paragraph 95), sting audits will not be included in the Annual Audit Plan, nor the associated quarterly status reports. Rather, the results of IAG Sting Audits will be reported within two weeks of completion of the sting audit report.</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p><b>Costs:</b> No additional costs anticipated (see Paragraph 95 for costs of IAG sting audit operations).</p> <p><b>Implementation Issues:</b> None</p>
<p>135. LAPD shall conduct regular, periodic audits of stratified random samples of 1) warrant applications and affidavits used to support warrant applications; 2) arrest, booking, and charging reports; 3) use of force reports; 4) search and seizure reports; 5) traffic stop and pedestrian stop logs; and 6) confidential information. The review of these documents shall entail, at a minimum, a review for completeness of the information contained and an authenticity review to include an examination for “canned” language, inconsistent information, lack of articulation of the legal basis for the applicable action or other indicia that the information in the document is not authentic or correct. The review shall also assess the information in the documents to determine whether the underlying action was appropriate, legal, and in conformance with LAPD procedures. To the extent possible from a review of such samples, the audit shall also evaluate the supervisory oversight of the applicable incident and any post-incident review.</p>	<p>135. LAPD shall conduct regular, periodic audits of stratified random samples of 1) warrant applications and affidavits used to support warrant applications; 2) arrest, booking, and charging reports; 3) use of force reports; 4) search and seizure reports; 5) traffic stop and pedestrian stop logs; <b>(4 &amp; 5 are Open)</b> and 6) confidential information. The review of these documents shall entail, at a minimum, a review for completeness of the information contained and an authenticity review to include an examination for “canned” language, inconsistent information, lack of articulation of the legal basis for the applicable action or other indicia that the information in the document is not authentic or correct. The review shall also assess the information in the documents to determine whether the underlying action was appropriate, legal, and in conformance with LAPD procedures. To the extent possible from a review of such samples, the audit shall also evaluate the supervisory oversight of the applicable incident and any post-incident review.</p>	<p><b>Proposal:</b> The Audit Unit would conduct regular and periodic audits of a stratified random sample of: 1) warrant applications (Paragraph 70); 2) arrest reports and booking recommendations (Paragraph 69); 3) searches and seizures (Paragraph 67); 4) traffic and pedestrian stops (Paragraph 108-111) and 5) confidential information (Paragraphs 144-116).</p> <p><b>Issues:</b> The Team did not agree to the inclusion of searches and seizures and traffic and pedestrian stops, pending resolution of the broader issues (see discussion on Paragraphs 67 and 108-111). The Team did propose inclusion of audits of FI cards, consistent with its traffic stop proposal (Paragraphs 108-109).</p> <p><b>Costs:</b> Accounted for in Audit Unit Costs (see Paragraph 133).</p> <p><b>Implementation Issues:</b> Staff resources and timing of audit (see Paragraph 133 discussion).</p>
<p>136. The LAPD shall conduct regular, periodic audits of random samples of: (i)</p>	<p>136. The LAPD shall conduct regular, periodic audits of random samples of: (i)</p>	<p><b>Proposal:</b> The Audit Unit would conduct regular and periodic audits of a stratified</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Categorical Use of Force investigations; (iii) all other Non-Categorical Use of Force investigations; and (iv) those investigations required by Paragraph 91 to be conducted by IAG. These audits shall assess:</p> <ul style="list-style-type: none"> <li>a. the timeliness of completing the investigations and satisfying the requirements of Paragraph 85;</li> <li>b. the completeness of the investigation file, including whether the file contains all appropriate evidence and documentation, or, if evidence is missing, an explanation of why the evidence is missing;</li> <li>c. a comparison of the officer, complainant, and witness statements with the investigator's summaries thereof;</li> <li>d. the adequacy of the investigation, including the application of the standards set forth in Paragraphs 78 - 84; and</li> <li>e. the appropriateness of IAG's determinations under paragraph 94.</li> </ul>	<p>Categorical Use of Force investigations; <b>(ii) all Non-Categorical Use of Force investigations where the use of force resulted in a skeletal fracture or involved a head strike with an impact weapon;</b> (iii) all other Non-Categorical Use of Force investigations; and (iv) those investigations required by Paragraph 91 to be conducted by IAG. These audits shall assess:</p> <ul style="list-style-type: none"> <li>a. the timeliness of completing the investigations and satisfying the requirements of Paragraph 85;</li> <li>b. the completeness of the investigation file, including whether the file contains all appropriate evidence and documentation, or, if evidence is missing, an explanation of why the evidence is missing;</li> <li>c. a comparison of the officer, complainant, and witness statements with the investigator's summaries thereof;</li> <li>d. the adequacy of the investigation, including the application of the standards set forth in Paragraphs 78 - 84; and</li> <li>e. the appropriateness of IAG's determinations under paragraph 94.</li> </ul>	<p>random sample of: 1) Categorical Uses of Force; 2) Non Categorical Uses of Force; and IAG misconduct investigations.</p> <p><b>Issues:</b> Both Parties agree on the investigation audits. The Team proposed enhancements to the audits, including specific audits of skeletal fractures and head strike non-categorical use of investigations as a method of addressing DOJ's concerns with such incidents [see Paragraph 28 and 142 (IG audit)].</p> <p><b>Costs:</b> Accounted for in Audit Unit Costs (see Paragraph 133).</p> <p><b>Implementation Issues:</b> Staff resources and timing of audit (see Paragraph 133 discussion).</p>
<p>137. The LAPD shall annually report to the Commission, with a copy to the Inspector</p>		<p><b>Proposal:</b> LAPD to annually report to the Commission and IG regarding the types of</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>General, the type of misconduct allegations it receives and the disposition (including sustained rate) and discipline resulting from each type of allegation. This report shall include both the misconduct allegations received and but any collateral misconduct discovered during the investigation. This report shall list the above information for each allegation as well as summarize aggregate information by geographic division (department, bureau, area, and district), officer rank, and type of assignment.</p>		<p>misconduct complaint received, disposition, and discipline resulting from disposition.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>138. The LAPD shall conduct regular periodic audits of the work product of all career criminal details, and gang details of Special Enforcement Units. These audits shall be conducted by OHB Detective Support Division. This audit shall include:</p> <ul style="list-style-type: none"> <li>a. auditing a random sample of the work of the unit as a whole and further auditing the work of any individual officers whose work product the auditor has observed contains indicia of untruthfulness, other forms of misconduct, or otherwise merits further review;</li> <li>b. assessing compliance with auditing the selection criteria set forth in paragraph [57];</li> <li>c. an audit of the type set forth in</li> </ul>		<p><b>Proposal:</b> OHB Detective Support Division will conduct regular and periodic stratified random samples of: 1) the work of the Gang Unit as a whole; 2) compliance with staff selection criteria (Paragraph 113); 3) procedure compliance (consistent with those items set forth in Paragraph 135); 4) use of confidential informant (Paragraph 114), and; 5) supervisory oversight of Gang Units.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> estimated range of \$100,000 - \$500,000 one-time costs/ \$2.5 - \$5 million on-going costs</p> <p><b>Implementation Issues:</b> Staff recruitment and audit timing.</p>

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<p>paragraph 135 with respect to such special enforcement units;</p> <p>d. auditing the use of confidential informants by such units to assess compliance with paragraph 114;</p> <p>e. auditing the roles and conduct of supervisors of these units;</p> <p>f. review the incidents requiring supervisory review pursuant to paragraphs 60, 62, 68, 69, 70, and 72 assess the supervisor's response, examine the relationships of particular officers working together or under particular supervisors in such incidents to determine whether additional investigation is needed to identify at-risk practices;</p> <p>g. the audit shall draw conclusions regarding the adherence of the unit to the law, LAPD policies and procedures, and this Agreement, and shall recommend a course of action to correct any deficiencies found.</p>		
<p>139. The LAPD shall require regular and periodic financial disclosures by all LAPD officers and other LAPD employees who routinely handle valuable contraband or cash. The LAPD shall periodically audit a random</p>		<p><b>Proposal:</b> Require LAPD employees who routinely handle valuable contraband or cash to periodically provide financial disclosures.</p> <p><b>Issues:</b> Both parties agree.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>sample of such disclosures to ensure their accuracy. When necessary, the LAPD shall require the necessary waivers from all such officers.</p>		<p><b>Costs:</b> \$100,000 - \$500,000 one-time costs/ \$500,000 - \$2.5 million on-going costs</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>140. Within one year of entry of this Agreement, the Department shall audit police officer and supervisory officer training, using independent consultants who have substantial experience in the area of police training. The audit shall assess: ways in which LAPD training could be improved (i) to reduce incidents of excessive use of force, false arrests, and illegal searches and seizures and (ii) by making greater use of community-oriented-policing training models that take into account factors including paragraph [126(b)].</p>	<p>Open.</p>	<p><b>Proposal:</b> Independent consultant audit of LAPD training programs.</p> <p><b>Issues:</b> The Team continues to consider this item. LAPD has hired Dr. Green to assist with LAPD training program review and implementation. Outside consultant services to perform similar duties could be duplicative. The one-year time period for completion of the audit with outside consultants could be difficult to comply with in light of the time required to comply with the City's request for proposal and contracting procedures.</p> <p><b>Cost:</b> \$500,000 - \$1 million one-time costs.</p> <p><b>Implementation Issues:</b> Timing: contracting for consultant services and completing audit within one year.</p>
<p><i>C. Inspector General Audits</i></p> <p>141. The Inspector General shall be provided with copies of all reports of specified audits within one week of the completion thereof, and shall evaluate these audits to assess their quality, completeness and findings. Upon request from the Inspector General, the LAPD shall forward any other LAPD audit report requested to the Inspector General</p>		<p><b>Proposal:</b> IG required to review audits required pursuant to Paragraphs 95 (IAG sting audits), 135 and 136 (Audit Unit LAPD wide audits), 138 (Gang Unit Audit), and 140 (training audit). The IG may also review any other LAPD audits at his/her discretion. The IG would be required to deliver its audit evaluations in writing to the Police Commission.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>within one week of such request, and at his or her discretion where he or she deems appropriate, or upon direction from the Commission, may evaluate these audits. The Inspector General shall deliver its evaluations in writing to the Police Commission.</p>		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>142. The Inspector General shall continue to review all Categorical Use of Force investigations. The Inspector General also shall conduct a regular, periodic audit and review of a stratified random sample of: (ii) all Non-Categorical Uses of Force; and (iii) Complaint Form 1.28 investigations. Both of these types of reviews shall assess the quality, completeness, and findings of the investigations and shall include determinations of whether the investigations were completed in a timely manner, summarized and transcribed statements accurately match the recorded statements, all available evidence was collected and analyzed, and the investigation was properly adjudicated.</p>	<p>142. The Inspector General shall continue to review all Categorical Use of Force investigations. The Inspector General also shall conduct a regular, periodic audit and review of a stratified random sample of: <b>(i) all Non-Categorical Use of Force investigations where the use of force resulted in a skeletal fracture or involved a head strike with an impact weapon;</b> (ii) all Non-Categorical Uses of Force; and (iii) Complaint Form 1.28 investigations. Both of these types of reviews shall assess the quality, completeness, and findings of the investigations and shall include determinations of whether the investigations were completed in a timely manner, summarized and transcribed statements accurately match the recorded statements, all available evidence was collected and analyzed, and the investigation was properly adjudicated.</p>	<p><b>Proposal:</b> Require the IG to continue existing practice of reviewing all Categorical Use of Force investigations (precludes the modification of practices during the term of the Agreement). Require the IG to conduct regular and periodic audits of a stratified random sample of: 1) Non Categorical Uses of Force, and; 2) Complaint Form 1.28 misconduct investigations [IAG misconduct investigations (Paragraph 91) and chain-of command misconduct investigations].</p> <p><b>Issues:</b> Agreement on IG investigation audits. The Team proposed enhancements to the audits, including specific audits of skeletal fractures and head strike non-categorical use of investigations as a method of addressing DOJ's concerns with such incidents [see Paragraph 28 and 136 (Audit Unit audit)].</p> <p><b>Costs:</b> \$500,000 - \$4 million on-going costs</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>143. The Inspector General, on a regular basis, shall audit the quality and timeliness of the LAPD's use of TEAMS II to perform the</p>		<p><b>Proposal:</b> Require IG to audit quality and timeliness of LAPD's use of TEAMS II to perform task identified in Paragraph 46.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>tasks identified in the protocol described in Paragraph ___ above.</p>		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Included in other IG audit costs (see Paragraph 142).</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>144. The Inspector General shall periodically use TEAMS II to conduct audits of the LAPD and to review LAPD unit specific and officer specific audits conducted by the LAPD. Such audits and reviews shall include the following procedures that:</p> <ul style="list-style-type: none"> <li>a. examine and identify officers demonstrating at-risk behavior as determined by their history of (i) administrative investigations, (ii) misconduct allegations, (iii) discipline, (iv) uses of lethal and non-lethal force, (v) criminal or civil charges or lawsuits, (vi) searches and seizures, (vii) racial bias, (viii) improper arrests and/or (ix) any other matter requested by the Police Commission or, subject to Charter section 573, any other improper conduct or at-risk behavior the Inspector General has reason to believe exists;</li> <li>b. examine and identify at-risk practices or procedures as determined by trends within a unit or</li> </ul>		<p><b>Proposal:</b> Require IG to use TEAMS II to audit individual officer and LAPD unit at-risk behavior.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Included in other IG audit costs (see Paragraph 142).</p> <p><b>Implementation Issues:</b> TEAMS II integral to compliance.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>between and among units using, at a minimum, the criteria in subsection (a) above.</p>		
<p>145. The Inspector General may receive complaints from LAPD employees alleging retaliation for reporting possible misconduct or at-risk behavior. The Inspector General shall record and track the allegations in such complaints. If the Inspector General determines that such complaints indicate possible retaliation in the Police Department's handling of misconduct complaints, the Inspector General shall conduct an investigation and forward its findings to the Police Commission.</p>		<p><b>Proposal:</b> IG may accept complaints regarding retaliation. Reporting retaliation to the IG does not relieve officers of responsibility to report such misconduct to a supervisor or IAG as required by Paragraphs 77, 76, and 80. (Also see Paragraph 156 where this requirement is further discussed.)</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed</p> <p><b>Implementation Issues:</b> None anticipated</p>
<p>146. The Commission shall review the specified audit reports and the sting audit reports and determine whether any changes or modifications in LAPD policies are necessary. In addition, the Police Commission shall consider the results of such audits in its annual evaluation of the Chief of Police.</p>		<p><b>Proposal:</b> Requires Police Commission to review audits required pursuant to Paragraphs 95 (IAG sting audits), 135 and 136 (Audit Unit LAPD wide audits), 138 (Gang Unit Audit), 140 (training audit), Paragraph 142 (IG audit of investigations) and Paragraph 143 (IG TEAMS II Audit). The Commission may consider the result of such audits in its annual evaluation of the Chief of Police.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>147. The Police Commission may identify subjects for audits and direct either the LAPD</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>or the Inspector General to conduct such audits. The LAPD and Inspector General shall conduct such audits as directed by the Commission and shall report the audit results to the Commission within the time frames established by the Commission. Subject to Charter section 573, the Inspector General shall continue to have the authority to initiate other audits.</p>		<p>the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p><b>IX. OPERATIONS OF THE POLICE COMMISSION &amp; INSPECTOR GENERAL</b></p> <p>A. <i>Police Commission</i></p> <p>148. This Agreement sets forth obligations of the Commission, Inspector General and Chief of Police; however, it in no way constrains them from exercising their powers and satisfying their duties set forth in the Charter and other applicable law.</p>		<p><b>Proposal:</b> Continues existing practice, consistent with the Charter..</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>149. The Commission and Inspector General shall continue to review and evaluate all Categorical Uses of Force. The Commission shall determine whether the officer's conduct conforms with LAPD policies, procedures, and the requirements of this Agreement, and so inform the Chief of Police. The Commission shall annually issue a publicly available report detailing its findings regarding these incidents.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>150. The Police Commission shall exercise its authority to review and approve all new LAPD policies and procedures or changes to existing LAPD policies and procedures that are made to address the requirements of this Agreement.</p>		<p><b>Proposal:</b> Police Commission shall be required to approve all new policies and procedures and changes to existing policies and procedures necessary to comply with the Agreement.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>151. The LAPD shall promptly provide the Inspector General with any documents or other information requested by the Inspector General related to the Inspector General's responsibilities under this Agreement. The Inspector General shall develop and provide the LAPD with a list of reports, complete with time-frames and frequency of their production, that the LAPD shall provide to the Inspector General on a specified schedule. This list shall be updated at the discretion of the Inspector General.</p>	<p>151. The LAPD shall promptly provide the Inspector General with any documents or other information requested by the Inspector General related to the Inspector General's responsibilities under this Agreement. <del>The Inspector General shall develop and provide the LAPD with a list of reports, complete with time-frames and frequency of their production, that the LAPD shall provide to the Inspector General on a specified schedule. This list shall be updated at the discretion of the Inspector General.</del> The Inspector General shall develop and submit to the Commission a list of ongoing LAPD reports, complete with proposed time-frames and frequency of their production. The Commission shall review such list and cause the LAPD to provide the Inspector General with the appropriate ongoing reports.</p>	<p><b>Proposal:</b> DOJ proposes that the IG be able to request information directly from the LAPD.</p> <p><b>Issues:</b> The Team proposes that the IG submit its information request to the Commission for review, with the Commission subsequently directing the LAPD to provide requested information to the IG. The check of the IG information request by the Commission ensures that the Commission is informed as to the IG's reviews and investigations as required under the Charter.</p> <p>The Agreement already provides that the IG can directly request any desired audits, receives all misconduct complaints (Paragraph 158), and reviews all categorical uses of force (Paragraph 142). In addition, the Agreement provides that the IG be provided copies of specific audits at the same time as the Commission (Paragraphs 95, 137, and 141), Therefore, the IG is assured of information essential to its duties under this Agreement is</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>transmitted in a timely fashion.</p> <p><b>Costs:</b> Anticipated to be absorbed.</p> <p><b>Implementation Issues:</b> No significant issues anticipated.</p>
<p>152. The Commission shall continue to review and approve the LAPD's budget requests.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>B. <u>Inspector General</u></p> <p>153. The Inspector General shall be notified in a timely manner of all Categorical Uses of Force and be entitled to be present, at his or her discretion, as an observer on all Categorical Use of Force "roll outs". The Inspector General shall report to the Commission in the event that the Inspector General's observations at the scene of an incident raise issues regarding conformance with LAPD policies, procedures, and the requirements of this Agreement.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>154. The Inspector General may attend any Use of Force Review Board meeting. The Inspector General shall not vote on such Board or participate in such Board's deliberations, unless specifically authorized by the</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Commission. The Inspector General may interview any participant in such hearing after the conclusion of the hearing.</p>		<p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>155. The Inspector General shall accept complaints from LAPD officers regarding matters which the Inspector General has authority to investigate, and the Inspector General shall not disclose the identity of an individual without the consent of the employee from whom a complaint or information has been received, unless such disclosure is unavoidable in order to effectively investigate an allegation or is otherwise required by law or the Los Angeles Office of the City Attorney; provided, however, that the Inspector General shall disclose the identity of such individual to the Police Commission, upon request.</p>		<p><b>Proposal:</b> Continue existing practice (precludes the modification of practices during the term of the Agreement). Reporting misconduct to the IG does not relieve officers of responsibility to report such misconduct to a supervisor or IAG as required by Paragraphs 77, 76, and 80. (Also see Paragraph 156 where this requirement is further discussed.)</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>156. Paragraphs (81 and 91) do not relieve officers of their obligations described in paragraphs (27, 28, 36 and 37).</p>		<p><b>Proposal:</b> Reporting misconduct to the IG does not relieve officers of responsibility to report such misconduct to a supervisor or IAG as required by Paragraphs 77, 76, and 80. (See Paragraphs 145 and 155 reporting to IG is discussed.)</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>



PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>157. The Inspector General shall not be terminated for actions taken to comply with the terms of this Agreement.</p>	<p>Open.</p>	<p><b>Proposal:</b> DOJ proposes to prohibit termination of the IG for actions taken to comply with the Agreement.</p> <p><b>Issues:</b> The Team received this proposal late in the process and is still in the process of reviewing it. DOJ had previously proposed a contract term for the IG which was inconsistent with the Charter. In response to issues discussed, the DOJ proposed the current language.</p> <p><b>Costs:</b> None anticipated.</p>
<p>158. The LAPD shall continue to provide the Inspector General with all complaint intake information within one week after its receipt. The Inspector General shall review such information to ensure that complaints are being received in a manner that complies with LAPD policies and procedures, and the terms of this Agreement.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>159. The Commission shall investigate all misconduct complaints against the Chief of Police and may use the Inspector General to conduct such investigations.</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p>160. The Inspector General shall keep the Commission informed of the status of all pending investigations and audits to be</p>		<p><b>Proposal:</b> Continues existing practice (precludes the modification of practices during the term of the Agreement).</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
performed by the Inspector General hereunder.		<p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p><i>C. General</i></p> <p>161. Reviews, audits and reports required hereunder to be made by the Commission, the Inspector General or the Department may contain recommendations to correct deficiencies. The identification of deficiencies in such reviews, audits or reports shall not be a breach of this Agreement, rather the City, including the Department, shall take appropriate, timely and reasonable steps to remedy such deficiencies.</p>		<p><b>Proposal:</b> Identification of any deficiencies through the audits or reviews required under the Agreement will not result in a breach of the Agreement, provided the City take appropriate corrective actions.</p> <p>This is a very important provision for the City</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> None anticipated.</p> <p><b>Implementation Issues:</b> None anticipated.</p>
<p><b>X. COMMUNITY OUTREACH AND PUBLIC INFORMATION</b></p> <p>162. For the term of this Agreement, the Department shall conduct a Community Outreach and Public Information program for each LAPD geographic area. The program shall require the following:</p> <p>a. at least one open meeting per quarter in each of the 18 geographic Areas for the first year of the Agreement, and one meeting in each Area annually thereafter, to inform the public about the provisions of this Agreement, and the various</p>		<p><b>Proposal:</b> Hold public meetings to educate public about various methods of filing an officer misconduct complaint and the requirements of the Agreement. Presentation shall be designed to enhance interaction between officers and community members.</p> <p><b>Issues:</b> Both parties agree.</p> <p><b>Costs:</b> \$100,000 - \$500,000 one-time printing and newspaper notice publication costs</p> <p><b>Implementation Issues:</b> None</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>methods of filing a misconduct complaint against an officer. At least one week before such meetings the City shall publish notice of the meeting (i) in public areas; (ii) in at least one newspaper covering the City of Los Angeles; (iii) in at least one local community newspaper that services the Area; (iv) on the City and LAPD website; and (vi) in the primary languages spoken by the communities located in such area.</p> <p>b. the open public meetings described above shall include presentations and information on the LAPD and LAPD operations, which presentations and information are designed to enhance interaction between officers and community members in daily policing activities.</p>		
<p>163. The LAPD shall prepare and publish on its website semiannual public reports that include aggregate statistics on LAPD activities and procedures broken down by area and unit and the race/ethnicity of the civilians involved. The reports shall include statistical summaries of uses of force, administrative investigations (including allegations, resolutions, and resulting discipline and positive corrective</p>	<p>163. <del>The LAPD shall prepare and publish on its website semiannual public reports that include aggregate statistics on LAPD activities and procedures broken down by area and unit and the race/ethnicity of the civilians involved. The reports shall include statistical summaries of uses of force, administrative investigations (including allegations, resolutions, and resulting discipline and positive corrective</del></p>	<p><b>Proposal:</b> DOJ proposes that the City publish semi-annual public reports that include aggregate statistics on LAPD activities and procedures broken down by area, unit, and the race/ethnicity of civilians involved. The LAPD would also be required to post on the website a description of completed audits.</p> <p><b>Issues:</b> The Team did not agree to DOJ's proposal. DOJ proposes that independent</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>actions), searches and seizures, arrests, traffic and pedestrian stops, and other relevant information regarding LAPD law enforcement activities. Such reports shall include summaries of the results of audits prepared pursuant to the requirements of this decree. The LAPD shall also post a list and brief description of completed audits on its website.</p>	<p><del>actions), searches and seizures, arrests, traffic and pedestrian stops, and other relevant information regarding LAPD law enforcement activities. Such reports shall include summaries of the results of audits prepared pursuant to the requirements of this decree. The LAPD shall also post a list and brief description of completed audits on its website.</del>  The Department shall report quarterly on its website a brief description of (i) each report of a specified Audit completed in that quarter and any significant actions taken as a result of such audits and (ii) any new policies or changes in policies made by the Department to address the requirements of this Agreement; provided, however, that the Department shall not be obligated to list or describe any document or part of any document which is exempt from disclosure under the Public Records Act. Further, this requirement does not limit any application of the Public Records Act for which the LAPD may redact a portion or portions of such report.</p>	<p>reports be generated for public outreach purposes. The information posted on the website should be consistent with the information required to be generated within the Agreement for LAPD management and oversight purposes. The process for review/approval of such reports is established within the Agreement. Therefore, the Team proposed that the results of the major audits required under the Agreement, any actions taken in response to those audits, and any changes in policies or procedures made to address the requirements of the Agreement be posted on the website. The Team also proposed language preserving the City's right to confidentiality of certain information, as appropriate.</p> <p><b>Costs:</b> uncertain for DOJ proposal; anticipated to be absorbed for Team proposal</p> <p><b>Implementation Issues:</b> None anticipated</p>
<p>164. The LAPD shall continue to utilize community advisory groups in each geographic Area. Advisory groups shall be provided with LAPD public reports and shall participate in formulating the Community Outreach and Public Information programs developed to paragraph __, supra, for their areas.</p>	<p>Open.</p>	<p><b>Proposal:</b> DOJ proposes that the LAPD continue to utilize community advisory groups and that such groups be provided with public reports and participate in the development of the community outreach and public information programs.</p> <p><b>Issues:</b> The Team agreed with DOJ's proposal to continue to utilize community advisory</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		<p>groups, however did not agree with DOJ's proposal for direct participation of community advisory groups in the development of reports and meeting programs. It was suggested that the LAPD would consider community concerns and areas of interest in preparing for Area meetings required pursuant to Paragraph 162. In addition, any community concerns raised or information requests made at a meeting would be addressed at subsequent Area meetings (quarterly meetings are required in the first year of implementation). Establishing a specific requirement for direct participation by advisory groups would result in additional meetings (such as pre-meetings for each meeting), with no substantial improvement in the overall public education process regarding filing of misconduct complaints and the requirements of the Agreement.</p> <p>DOJ has proposed deleting the second sentence subject to agreement on preceding paragraph re: website publication.</p> <p><b>Costs:</b> Under review.</p>
<p><b>XI. INDEPENDENT MONITOR</b></p> <p>165. Within 90 days after the entry of this Agreement, the City and the DOJ shall together select an Independent Monitor, acceptable to both, who shall monitor and report on the City's implementation of this</p>	<p>Open.</p>	<p><b>Proposal:</b> Section XI, paragraphs 165 through 174 constitutes the DOJ's proposal for consent decree language dealing with an independent monitor.</p> <p><b>Issues:</b> These paragraphs are open since the negotiations have not yet addressed the issue of</p>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Agreement. The selection of the Independent Monitor shall be pursuant to procedures jointly established by the DOJ and the City, and shall not be subject to the contracting provisions of Los Angeles municipal law. If the DOJ and City are unable to agree on an Independent Monitor, each party shall submit up to two names of persons who have experience as a law enforcement officer, law enforcement practices expert or monitor, or federal or state prosecutor or judge along with resumes, cost proposals, and other relevant information to the Court, and the Court shall appoint the Monitor from among the names of qualified persons submitted. The City shall bear all costs of the Monitor.</p>		<p>a consent decree nor the Independent Monitor, which the DOJ has indicated the City must accept in order for DOJ to enter into this Agreement. In either case, the Team did present the DOJ with a number of issues and considerations with regard to the monitor/consultant (some of which are included in the DOJ's language), as follows:</p> <ul style="list-style-type: none"> <li>~ the purpose of the consultant is to monitor the City's compliance with the Agreement, not to usurp the Commission, Inspector General or Chief of Police;</li> <li>~ the consultant would report to the DOJ, but only the DOJ would have the power to declare a breach if applicable cure provisions are not satisfied;</li> <li>~ selection of the consultant prior to execution of the Agreement;</li> <li>~ an annual aggregate monetary cap on the fees;</li> <li>~ appropriate provisions on confidentiality, prohibition of conflicts of interest and language that the consultant shall not serve as a public officer or employee for purposes of the Public Records Act;</li> <li>~ approval of additional persons hired by the consultant;</li> <li>~ appropriate provisions regarding the</li> </ul>

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
		consultant's ability to testify; ~ reasonable access to documents and personnel; ~ detailed information on duties, including reporting; and ~ reasonable default provisions and opportunity to cure. <b>Costs:</b> estimated range of \$500,000 - \$2.0 million per year
<p>166. The Independent Monitor, at any time, may associate such additional persons or entities as are necessary to perform the monitoring tasks specified by this Agreement. The Monitor's selection of such persons or entities shall not be subject to the contracting provisions of Los Angeles municipal law. The Monitor's selection of such persons or entities shall be approved by the DOJ and the City, except that the Monitor may seek Court authorization if a party disapproves the selection proposed by the Monitor and the Monitor believes that the specific person or entity in question is needed to perform the monitoring tasks. Any additional persons or entities associated by the Monitor shall be subject to the provisions of the next paragraph. The City shall bear the costs of such additional personnel.</p>	Open.	See Paragraph 165.
167. The Monitor shall be an agent of this	Open.	See Paragraph 165.

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Court and shall be subject to the supervision and orders of this Court. The Monitor shall only have the duties, responsibilities, and authority conferred by this Agreement. Except as required or expressly authorized by the terms of this Agreement, the parties, or by the Court, the Monitor shall not make any public statements or issue findings with regard to any act or omission of the defendant, or its agents or representatives, or disclose the contents of any non-public documents provided to the Monitor pursuant to the Agreement. The Monitor may testify in this case regarding any matter relating to the implementation, enforcement, or dissolution of this Agreement. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of the defendant, or its agents or representatives. The Monitor shall not be retained by any current or future litigant or claimant in a claim or suit against the City or its officers, <b>agents or employees (DOJ proposed language)</b>, and shall not accept any employment that would present a conflict of interest with the Monitor's duties and responsibilities under this Agreement. The records maintained by the Monitor shall not be deemed "public records" within the meaning of California Government Code § 6252.</p>		
<p>168. The Monitor shall offer the <b>Department (DOJ proposed language)</b></p>	<p>Open.</p>	<p>See Paragraph 165.</p>



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technical assistance regarding compliance with this Agreement.		
169. The City defendants will provide the Monitor with full and unrestricted access to all City defendant staff, facilities, and documents (including databases) as the Monitor deems necessary to carry out the duties assigned to the Monitor by this Agreement, and shall provide the Independent Monitor with copies of documents and databases requested by the Monitor.	Open.	See Paragraph 165.
170. The Monitor does not, and is not intended to, replace or take over the role and duties of the Police Commissioners and/or the Inspector General. In monitoring the implementation of this Agreement, the Monitor shall maintain regular contact with these officials, and with the Chief of Police.	Open.	See Paragraph 165.
171. The Monitor, <i>inter alia</i> , shall: a. Conduct an audit of the use of TEAMS II by the LAPD, Inspector General and Police Commission and its staff, between six and twelve months following implementation of TEAMS II and annually thereafter, and shall review and evaluate the quality and timeliness of the Inspector General audits of the LAPD's use of TEAMS II to perform the tasks identified in ¶ ____;	Open.	See Paragraph 165.

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<p>b. conduct any additional audits of the City's use of TEAMS II as the Monitor determines are appropriate;</p> <p>c. review and evaluate the quality and timeliness of audits conducted by LAPD and the Inspector General pursuant to Part VIII of this Agreement; and conduct any additional audits of the City's compliance with this Agreement that the Monitor determines are appropriate;</p> <p>d. review a stratified random sample of administrative investigations, excluding investigations about failure to appear in court and about uses of vehicles other than pursuits; and, in addition, the Monitor shall review all LAPD criminal and civil investigations of lethal uses of force, and all investigations of alleged retaliation;</p> <p>e. review discipline issued for use of excessive force, false arrest, improper search or seizure, or discrimination;</p> <p>f. review sting operations conducted by IAG;</p> <p>g. prepare written reports to the</p>		

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>parties and the Court on all audits and reviews;</p> <p>h. make recommendations to the parties and the Court regarding other steps necessary to ensure full and timely implementation of this Agreement.</p>		
<p>172. The City defendants shall provide the Monitor with copies of all complaint information, investigation files, determinations, reports, information, and other documents provided to the Police Commission, Inspector General and/or Chief of Police relating to this Agreement and its implementation at the same time that such information or documents are provided to the Police Commission, Inspector General and/or Chief of Police.</p>	Open.	See Paragraph 165.
<p>173. If the Monitor determines to be incomplete or inadequate any misconduct investigation which has been adjudicated or otherwise disposed, and the disposition has been officially communicated to the officer who is the subject of the investigation, the Monitor shall confer with the Inspector General and the LAPD and shall provide a written evaluation of the additional measures that should have been taken to complete the investigation.</p>	Open.	See Paragraph 165.
<p>174. The Monitor shall issue quarterly</p>	Open.	See Paragraph 165.

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
reports detailing the City's compliance with and implementation of each provision of this Agreement.		
<p><b>XII. TERM OF AGREEMENT AND HOUSEKEEPING PROVISIONS</b></p> <p><i>A. City Reports and Records</i></p> <p>175. Between 90 and 120 days following entry of this Agreement and every six months thereafter until this Agreement is terminated, the City shall file with the Court and the Monitor, with a copy to the DOJ, a status report delineating all steps taken during the reporting period to comply with each provision of this Agreement.</p>	Open.	<p><b>Proposal:</b> Section XII, paragraphs 175 through 182 constitutes the DOJ's proposal for consent decree language on the term of the agreement and other housekeeping provisions, such as City reporting requirements and term of 5 years plus 2 years of maintained compliance.</p> <p><b>Issues:</b> These paragraphs are open since the negotiations have not yet addressed the issue of a consent decree nor the Independent Monitor, which the DOJ has indicated the City must accept in order for DOJ to enter into this Agreement.</p>
<p>176. During the term of this Agreement, the City shall maintain all records documenting its compliance with the terms of this Agreement and all documents required by or developed under this Agreement. The City shall maintain all misconduct investigation files for at least ten years from the date of the incident. The City shall maintain an officer's training records during the officer's employment with the LAPD and for three years thereafter (unless required to be maintained for a longer period by applicable law).</p>	Open.	See Paragraph 175.
177. During all times while the Court	Open.	See Paragraph 175.

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>maintains jurisdiction over this action, the DOJ shall have access to any City staff, facilities and documents (including databases) the DOJ deems necessary to evaluate compliance with this Agreement and, within a reasonable time following a request made to the City Attorney, shall be granted such access and receive copies of documents and databases requested by the DOJ.</p>		
<p>B. <u>Implementation</u></p> <p>178. This Agreement shall become effective on entry by the Court. Except where otherwise specifically indicated, the City shall implement all provisions of this Agreement as soon as practicable and no later than 120 days after entry of this Agreement.</p>	Open.	See Paragraph 175.
<p>179. The Court shall retain jurisdiction of this action for all purposes during the term of this Agreement. At any time after both five years have elapsed since the date of entry of this Agreement and substantial compliance has been maintained for no less than two years, the City may move to terminate this Agreement. Any motion to dismiss must detail all aspects of the City's compliance with each provision of this Agreement, supported by affidavits and supporting documentation. The DOJ shall have 90 days from receipt of the City's motion to file any objections. In the event the DOJ files objections to the City's motion, the</p>	Open.	See Paragraph 175.

PROPOSAL	NEGOTIATING TEAM POSITION	COMMENTS/ISSUES/COSTS
<p>Agreement shall remain in effect at least until entry of a court order disposing of the motion and thereafter as dictated by the Court's order. In the event the DOJ objects to termination of the Agreement, the Court shall hold a hearing, at which both parties may present evidence, before ruling on the City's motion to terminate. At the hearing, the burden shall be on the City to demonstrate that it has fully and faithfully implemented all provisions of this Agreement and maintained substantial compliance for at least two years.</p>		
<p>180. No changes, modifications, or amendments of this Agreement shall be effective unless ordered by the Court.</p>	Open.	See Paragraph 175.
<p>181. The parties agree to defend the provisions of this Agreement. The parties shall notify each other of any court or administrative challenge to this Agreement. In the event any provision of this Agreement is challenged in any local or state court, removal to a federal court shall be sought.</p>	Open.	See Paragraph 175.
<p>182. In the event any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.</p>	Open.	See Paragraph 175.