

December 5, 2023

MEMORANDUM

To: Seattle City Council
From: Greg Doss, Analyst, Esther Handy, Central Staff Director
Subject: CB 120720: SPOG MOU on Events, Park Rangers and Dual Dispatch Pilot

In December 2023, the Council will discuss and possibly vote on Council Bill (CB) 120720, which would authorize the Mayor to implement a Memorandum of Understanding (MOU) between the City of Seattle (City) and the Seattle Police Officer’s Guild (SPOG). This memo provides a high-level summary of the MOU, including financial impacts, and identifies next steps. A copy of the SPOG MOU can be found in Attachment 1.

The Council approved in the November 2023 budget session, CBA SPD-002-A-1, which added \$4.5 million GF in appropriation authority to SPD in the 2024 Adopted Budget to cover the costs of implementation in 2024, including officer backpay for events worked in 2023.

Summary

This bill would approve an MOU between the City and SPOG for approximately 800 sworn officers and sergeants in the Seattle Police Department (SPD). The MOU would cover the period of October 1, 2023, through January 2, 2026. Table 1 summarizes the key terms of the Memorandum.

Table 1: Key terms of the MOU

Issue	CBA
Dual Dispatch Pilot	<p>Allows the City to conduct a Dual Dispatch Alternative 911 Response Pilot Project for Person Down and Wellness Check calls, beginning in the fall of 2023 and running through 2025, as set forth in the attached MOU.</p> <ul style="list-style-type: none"> It will be the Officer’s responsibility to make the determination as to who will make the initial direct contact (recognizing that an objective of the pilot project is to allow an initial direct contact by the CARE Responder where it is safe and appropriate with the understanding that situations can be dynamic and unpredictable).
Park Rangers	<p>Removes the geographical limitation confining park rangers to Downtown parks. Park rangers may operate in any City park, subject to current restrictions against being armed, having arrest authority and enforcement of the criminal code.</p>
Special Events staffing	<p>Allows the City additional flexibility to use limited commission and non-commission employees to fill special event assignments between January 2, 2024, and January 2, 2026.</p> <ul style="list-style-type: none"> When building a special event staffing plan, SPD may expand its use of Parking Enforcement Officers by filling posts that might otherwise be filled with SPOG members, where legally allowable and within public safety constraints.

Special Events stipend	<p>All covered employees, who earn overtime (1.5x pay) for special events and in accordance with the MOU:</p> <ul style="list-style-type: none"> • October 1st - December 31st, 2023 – All SPOG members who worked special events on overtime will receive an additional stipend of \$225 for each event.¹ • 2024-2025 – Any SPOG member who volunteers for an event to be paid on overtime will receive an additional stipend of \$225 for each event.
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Financial Impacts

As shown in the table below, the cost for the payment of special event premiums each year is estimated to be \$3,576,600 (\$225 multiplied by 15,896, representing the average number of special event shifts hours worked on overtime by SPOG members annually). The total GF cost for the payment of special event premiums over the period of the MOU (October 1, 2023, through January 2, 2026) is estimated to be \$8,047,350. SPD is fully supported by the General Fund, so special event premium costs are General Fund costs.

Due to an increasing number of special events, Labor Relations based its cost estimates on current SPOG hours worked. Ideally, incremental / new hours may be assigned to civilians as the department grows its PEO force.

The administrative set-up for payment of the special events premium will take through the end of 2023, so officers will receive payment in early 2024. Therefore, 2023 and 2024 funding to cover costs must be appropriated to SPD in the 2024 Budget (\$4.5 million total).

Table 2: Summary of financial impacts:

Year	Cost
2023 (Oct 1-Dec 31)	\$894,150
2024	\$3,576,600
2025	\$3,576,600
Total	\$8,047,350

The Council approved in the November 2023 budget session, CBA SPD-001-A-1-2024, which added \$4.5 million GF in appropriation authority to SPD’s 2024 Adopted Budget to cover the costs of implementation in 2024, including officer backpay for events worked in 2023. This funding is restricted by a proviso. Therefore, if the Council does not approve CB 120720, SPD would not have access to the associated funding.

¹ Officers who worked Tier 1-3 events.

Background

The current Collective Bargaining Agreement (CBA) between the City of Seattle and the Seattle Police Officers' Guild expired on December 31, 2020 (See [ORD 125693](#)). Until a new contract is adopted, the provisions of the expired contract will continue to govern the legal-labor relationship between City and SPOG.

In 2021, the City's Labor Relations Policy Committee began the development of contract parameters consistent with the processes established in the Seattle Municipal Code (SMC) [Section 4.04.120](#), and in accordance with the principles expressed in the Accountability Ordinance ([ORD 125315](#)) and City Council [Resolution 31930](#). The City and SPOG began bargaining a new contract in 2022 and continue to negotiate on a number of issues including wages and police accountability.

The Council's authorization of the MOU would allow the City and SPOG to continue to negotiate a multi-year contract while also addressing, outside of contract negotiations, the emergent issues identified in Table 1:

- **Special Events:** Reduced staffing levels in SPD have required the department to fill the majority of police positions at special events through required overtime. SPD staff have indicated that this trend has resulted in a strain on the sworn workforce, particularly newer officers who are often the first group drafted for mandatory special events work. Labor Relations, SPD Command Staff and SPOG believe that the addition of a \$225 fixed-rate premium for special events work would encourage a wider variety and greater number of officers to volunteer for special events shifts. Additionally, the enhanced flexibility to use civilians (limited or non-commissioned staff) would provide greater staffing resources for SPD to use when filling posts that do not require a sworn officer.
- **Park Rangers and Dual Dispatch:** The 2023-2024 Adopted Budget funds the Park Ranger program for an expansion to a total of 28 Rangers, some of whom would work in neighborhood parks, beyond the downtown core, to enhance safety and promote voluntary compliance of park rules. Similarly, the City's CARE Department would eminently begin a Dual Dispatch Pilot that would deploy six new civilian responders as part of specialized City services to help people in crisis. The MOU authorized by CB 120720 would ensure that these new services are provided with the partnership and support of SPOG.

Implementation:

SPD Command staff issued on October 25, 2023, a SPD Directive consistent with secondary dispatch of the CARE team responders. The Directive requires officers to actively request CARE team members only after arriving and securing the site of a low-risk Person Down or Wellness Check call. The Executive has indicated that simultaneous dispatch of CARE team responders and SPD officers will begin immediately upon Council passage of CB 120720. Additionally, that secondary dispatch will remain available so officers can summon CARE team responders as necessary, even when they have not been dispatched simultaneously with officers.

Race and Social Justice Implications:

Local governments across the United States have increasingly implemented Alternative Response programs because they promise to help curb racially disparate arrests, incarceration, and other harms that can result from police responses. Populations benefitting from these programs include those disproportionately impacted by state-based harms, particularly Black, Latinx, and Indigenous and other people of color and people with mental health and/or substance use concerns and disabilities.² New city programs that supplant traditional police response or services with civilian staff, such as those authorized in the MOU, may have a positive impact on vulnerable communities as such services are designed to meet the behavioral and mental health needs of the population being served, and will require fewer touchpoints with sworn officers and therefore may reduce the potential for entry into the criminal legal system.

Next Steps

A final vote is expected in December 2023. If CB 120720 is approved by the Council, the Mayor would have authority to implement the MOU with SPOG. The associated funding that is appropriated in the 2024 Adopted Budget for CB 120720 is restricted by a proviso. Therefore, if the Council does not approve CB 120720, SPD would not have access to the funding.

Attachment 1: MOU with the Seattle Police Officer's Guild

² [A New Crisis Intervention Model?](#) Non-Police Alternative Emergency Response Programs, Racial Equity, and Health Justice.

MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officer's Guild

Attachment 1: MOU with the Seattle Police Officer's Guild
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The purpose of this Memorandum of Understanding between the City of Seattle (the "City") and the Seattle Police Officer's Guild (the "Guild") is to memorialize agreements reached between the parties to address staffing issues related to special events and the City's planned dual-dispatch pilot project.

RECITALS

1. Special event staffing: The City permits many large festivals and events to take place throughout the year that require some level of police presence to ensure public safety, control crowds and control traffic. Reduced staffing levels in the City's police department have required the City to fill the majority of required police positions at special events through required overtime. To reduce the need for mandatory overtime and to mitigate the additional workload associated with special events, the parties have agreed on a set of staffing procedures and a fixed-rate premium for work at all special events from October 1, 2023, through January 2, 2026. The details of the parties' agreements are set forth in this Memorandum.
2. Dual dispatch alternative response: The City will conduct a pilot project beginning in the fall of 2023 and running through 2025. The goal of the pilot project is to evaluate ways to diversify the City's emergency response options in a collaborative approach with law enforcement. This will allow a dual dispatch of sworn and non-sworn personnel to defined calls for service as set forth in the pilot project. During the pilot, the parties intend to gather data and experience about the safety and effectiveness of permitting unarmed, non-sworn personnel to respond to certain calls, including those that may involve a mental or behavioral health issue. This Memorandum describes the parameters upon which the parties have agreed that will allow the City to conduct the pilot in a safe and effective manner.
3. Park Rangers: The parties have had in place an agreement since April 24, 2008, that limits the geographic scope within which the City can use park rangers to downtown parks. Through this Memorandum, the parties have agreed to remove the downtown parks geographic limitation from the City's use of park rangers, leaving other existing limits on their use and authority in place.

AGREEMENT

Now, therefore, the parties agree as follows:

Special Event Staffing for October 1, 2023 – January 2, 2026

1. For Tier 1, Tier 2 and Tier 3 events that occur from October 1, 2023, through January 1, 2024, all SPOG bargaining unit members who work the special event will be paid a special event premium of \$225. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked.
2. For special events that occur between January 2, 2024, and January 2, 2026:
 - a. The determination of the staffing needed for each special event has been made by SPD through its Seattle Police Operations Center ("SPOC"). This consideration takes into account a variety of factors, including without limitation the size and location of the event, the extent to which the event is anticipated to require the skills of commissioned officers as opposed to other non-commissioned employees, any unique circumstances regarding the event that present unique safety issues for officers and/or the community, and the availability of commissioned officers. The parties also recognize i) the need to ensure sufficient staffing for other work that requires the expertise and training of commissioned officers; ii) the value of expanding the pool of officers willing to volunteer for special event work in order to minimize drafting; and iii) the value of creating an incentive for current officers to continue their work at the City.
 - b. SPD, acting through SPOC, will determine both the number of employees needed at the special event and the appropriate mix of commissioned and/or non-commissioned personnel to staff the event. Once a determination as to how many commissioned officers and sergeants are needed, the Department will request volunteers from the SPOG bargaining unit to fill that pre-determined number of commissioned positions needed for the event. While the ultimate staffing determination will be made by SPD, the parties will establish a quarterly meeting to discuss any problems or concerns related to special event staffing. Specific suggestions made by the Guild will be considered in good faith by the City.
 - c. Once the staffing plan for a special event is set, the Department will put out the volunteer opportunities to fully commissioned personnel as described below. All SPOG bargaining unit members who volunteer during the

volunteer period and who are selected to work the special event will be paid a special event premium of \$225 for working the special event. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked.

- Events with more than 60 days' notice, the volunteer period will be open until at least 45 days before the event.
 - Events with between 60 and 45 days' notice, the volunteer period will be open for at least one week.
 - Events with less than 45 days' notice or if there are unanticipated changes to a pre-planned event that require significant additional staff, the Department will determine whether to have a volunteer period and the duration of the volunteer period; provided that the Department will not unreasonably refuse to permit a volunteer period to avoid the special event premium.
- d. If the fully-commissioned positions in the special event staffing plan are not filled by volunteers from the SPOG bargaining unit, each position may be filled by either limited-commission/non-commissioned personnel or, where necessary, the Department may draft uniformed police officers. The determination to use non-commissioned personnel or uniformed police officers for each of the remaining positions shall be made by the Seattle Police Department.
- e. For closed (not open to the public) corporate events or commercial/media/film events, SPOG members may volunteer for overtime at 1.5 times their regular hourly rate of pay. The timeline for volunteering for such events will be determined by SPD following consultation with SPOG. If there are insufficient volunteers, fully-commissioned personnel positions may be contracted out.

Alternate Response Pilot Project

1. The City's Dual Dispatch Alternate Response Pilot Project will involve up to 24 FTE, not including administrative personnel. Positions will be staffed with individuals trained to deal with mental and behavioral health or social welfare issues ("Community Crisis Responders" or "CCRs").
2. Dual dispatch can occur to two types of calls if the information received by the dispatcher indicates the call is nonviolent: 1) person down, and 2) welfare checks on adults where minors are not present and where the adult is not in the driver's

seat of a vehicle. During the course of the pilot project, the parties may evaluate additional call types that may be suitable for dual dispatch and may mutually agree in writing to expand the types of calls covered by this agreement.

3. Dual dispatch means that police and CCR will be dispatched at the same time.
 - a. If the police get there first, they assess the situation. They can take immediate action if they believe it is appropriate or wait for the CCR if reasonable to do so.
 - b. If the CCR gets there first, they wait until an officer has assessed the scene in a manner the officer deems appropriate. It will be the Officer's responsibility to make the determination as to who will make the initial direct contact (recognizing that an objective of the pilot project is to allow an initial direct contact by the CCR where it is safe and appropriate with the understanding that situations can be dynamic and unpredictable). A CCR does not approach unless cleared to do so by the Officer assessing the scene.
 - c. After the call is turned over, the Officer may remain at the scene or leave, at Officer's discretion. While there, the Officer will attempt to keep the scene safe but cannot guarantee the safety of the CCR.
 - d. The Officer holds the discretion to turn the call over to a CCR, and to reinsert into the call. The Officer is the ultimate authority on the call.
 - e. The Officer has the ability to advise the CCR to disregard if the officer's assessment is that the CCR is inappropriate for the call.
4. Dispatching a CCR will not impact the number of officers that are dispatched to the call.
5. The CCR will be responsible for writing a report that will be uploaded into the report writing system utilized by officers so that law enforcement is able to have the follow-up information.
6. SPOG will have at least one representative on the committee that is designing the Pilot Project to work through the operational details of the pilot.
7. Coordination with CCRs is governed by this agreement. Officers will remain obligated to follow the Department's current de-escalation policy (SDPM 8.100). References in that policy to team tactics and additional resources refer to coordination with and use of additional sworn personnel.

8. By entering into this Memorandum, neither party is waiving any claims or arguments regarding management rights or the bargaining obligations associated with future alternate response measures the City may seek to pursue.

Park Rangers

1. The parties will modify the 2008 Park Ranger LOA to remove the geographical limitation that confines park rangers to downtown parks. Park Rangers may operate in any City of Seattle parks, subject to the other limitations remaining in the LOA. The use of emphasis patrols at parks will continue at the Department's discretion.

Signed the _____ Day of _____, 2023
