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CM GONZÁLEZ - CORRECTIONS - AMENDMENT 1

This amendment to CB 118969 makes technical corrections and removes unnecessary language. The joint mid-year presentation between OIG and CPC is changed from the CPC Executive Director to the CPC Co-Chairs.

2 **Eighth recital**

3 WHEREAS, The City of Seattle has been operating under a Settlement Agreement and
4 Memorandum of Understanding with the United States Department of Justice (~~MOU~~)
5 since 2012, but also separately recognizes the need to have effective, constitutional
6 policing and a police department that retains the trust, respect, and support of the
7 community; and

8 ~~((3.28.800))~~ 3.29.100 **Office of ((Professional)) Police Accountability established ((created—**
9 **)) = Functions and authority ((:))**

10 ***

11 J. OPA shall be responsive to community needs and concerns through means including, but
12 not limited to, the following:

13 1. Maintaining frequent and regular communications with complainants and
14 named employees about the status of their investigations, including information to complainants
15 about disciplinary appeal and grievance processes;

1 ***

2 **3.29.115 Office of Police Accountability Director – Appointment and removal**

3 ***

4 H. The Mayor shall be responsible for the performance evaluation of the OPA
5 Director, and shall seek the input of the public, Council, City Attorney, OIG, Chief, SPD
6 employees, and CPC. CPC shall provide input in accordance with subsection 3.29.360.~~((H))~~M.

7 ***

8 **3.29.120 Office of Police Accountability Director – Authority and responsibility**

9 *Reletter subsections G-N as subsections F-M*

10 **3.29.125 Office of Police Accountability – Classifications and investigations**

11 ***

12 H. Consistent with subsection 3.29.240.D~~=~~, the OPA Director shall establish in the
13 OPA Manual a protocol for referral to OIG for classification and appropriate complaint-
14 handling, such as Supervisor Action, investigation, or alternative resolution, any complaints
15 involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

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17 **3.29.140 Office of Police Accountability – Staffing**

18 ***

19 E. The OPA Director and the Chief shall collaborate with the goal that the rotations
20 of sworn staff into and out of OPA are done in such a way as to maintain continuity and
21 expertise, professionalism, orderly case management, and the operational effectiveness of both
22 OPA and SPD, pursuant to subsection 3.29.430.~~((H))~~G.

1 ***

2 **3.29.230 Office of Inspector General for Public Safety – Appointment and removal**

3 ***

4 G. The Council shall be responsible for the performance evaluation of the Inspector
5 General and shall seek the input of the public, Mayor, City Attorney, Chief, OPA Director, other
6 SPD employees, and CPC. CPC shall provide input in accordance with subsection
7 3.29.360.~~((M))~~N.

8 ***

9 ~~((3.28.855 OPA Auditor’s Authority and Responsibility.))~~ **3.29.240 Office of Inspector**
10 **General for Public Safety – Inspector General – Authority and responsibility**

11 ***

12 C. Review OPA and SPD handling of allegations of misconduct, including directing
13 audits and reviews of OPA classifications and investigations, directing any additional OPA
14 investigation, and making certification determinations on ~~whether~~ OPA investigations ~~are~~
15 complete.

16 ***

17 **3.29.260 Office of Inspector General for Public Safety – Review of OPA investigations**

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19 C. If OIG determines that the investigation is thorough, timely, and objective, OIG
20 shall certify the investigation ~~as complete~~. After such certification, the OPA Director shall issue
21 recommended findings to the Chief.

22 ***

1 **3.29.320 Office of the Community Police Commission – Executive Director**

2 ***

3 D. The Executive Director shall have the authority and responsibility to:

4 1. Oversee and manage the functions of the Office of the CPC to advance the
5 mission of the Office and perform other duties as CPC may prescribe;

6 2. Hire, supervise, and discharge employees of the Office of the CPC.
7 Employees of the Office of the CPC shall collectively have the requisite credentials, skills, and
8 abilities to fulfill the duties and obligations of CPC set forth in this Chapter 3.29;

9 ***

10 **3.29.350 Community Police Commission – Appointment, removal, and compensation**

11 ***

12 B. Each appointing authority shall provide a process that allows individuals to apply
13 and be considered for appointment, and shall ensure appointees meet the qualifications outlined
14 in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of
15 subsection 3.29.360.B. ~~of the Seattle Municipal Code~~. The appointing authorities shall consult
16 with one another prior to making their respective appointments and reappointments. All
17 Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority
18 vote of the full Council and shall assume office upon receiving Council confirmation;
19 Commissioners appointed or reappointed by the Council shall assume office upon appointment
20 or reappointment.

21 ***

22 D. All CPC Commissioners shall be eligible to serve a maximum of three three-year
23 terms, with each term commencing on January 1, except for the first term under this Section

1 3.29.350 which will begin at the time of their confirmation following enactment of Council Bill
2 118969. All terms shall be staggered so that no more than seven Commissioners’ terms expire in
3 any given year. If a Commissioner assumes office prior to the expiration of the term of the
4 Commissioner’s predecessor, the Commissioner may complete that term and then be reappointed
5 for up to three three-year subsequent terms.

6 ***

7 Section 39.

8 A. By July 1, 2017, each presently serving Commissioner of the CPC created by the
9 Consent Decree and Stipulated Order of Resolution Between the United States of America and
10 The City of Seattle (Consent Decree CPC) who wishes to serve on CPC as established by
11 Chapter 3.29 of the Seattle Municipal Code (CPC) shall submit a written statement to the Mayor,
12 the Council President, and the CPC Executive Director indicating that the Commissioner wishes
13 to serve on CPC. In order to determine the extent of gaps in meeting the desired mix of
14 Commissioners, the written statement shall include a description of how the Commissioner
15 meets the qualifications in Section 3.29.340 of the Seattle Municipal Code; a list of all Council
16 districts in which the Commissioner lives, works, or has significant professional or civic ties in
17 furtherance of subsection 3.29.360.B of the Seattle Municipal Code; and whether the
18 Commissioner is a lawyer with public defender or civil liberties expertise, or a member of SPOG
19 or SPMA. ~~Any Commissioner who wishes to serve on CPC may continue to serve on the
20 Consent Decree CPC until they transition to CPC.~~

21 ***

22 **3.29.360 Community Police Commission – Authority and responsibility**

23 ***

1 G. Pursuant to subsection 3.29.240.F, annually review OIG’s workplan and
2 recommend to the Inspector General specific areas for OIG investigation and evaluation,
3 including emergent issues that arise that in CPC’s judgment are needed to support public
4 confidence in SPD and related criminal justice practices.

5 ***

6 **3.29.400 Reporting of potential misconduct and police accountability issues**

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8 B. The Inspector General and CPC ~~Executive Director~~Co-Chairs, or their designees,
9 shall present a mid-year report to the public safety committee on the status of recommendations
10 issued by OPA, OIG, and CPC, including those which involve the City’s budget, state legislative
11 agenda, and collective bargaining agenda. The report shall include whether follow-through was
12 timely and effectively addressed needed improvements. The Chief and OPA Director, or their
13 designees, shall participate in the presentation, as well as a Mayor’s Office representative as
14 appropriate.

15 ***

16 **3.29.440 Public disclosure, data tracking, and record retention**

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18 F. For sworn employees who are terminated or resign in lieu of termination, such that the
19 employee was or would have been separated from SPD for cause and at the time of separation
20 was not “in good standing,” SPD shall include documentation in SPD personnel and OPA case
21 files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training
22 Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth
23 in subsection 3.29.420.A.~~((13))~~11; (b) whether action was taken by the WSCJTC in response to

1 that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a
2 Special Commission capacity, as a reserve officer or as a retired officer in a private company that
3 provides flagging, security, or related services; and (d) that the Chief did not or will not grant
4 any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The
5 latter two actions shall also be taken and documentation included in the SPD personnel and OPA
6 case files whenever a sworn employee resigns or retires with a pending complaint and does not
7 fulfill an obligation to fully participate in an OPA investigation.

8 **Subchapter V Construction and ~~((Implementation))~~implementation**

9 **3.29.500 Construction**

10 ~~A. Provisions of this ordinance subject to the Public Employees' Collective Bargaining~~
11 ~~Act, Chapter 41.56 RCW shall not be effective until the City completes its collective bargaining~~
12 ~~obligations. As noted in SMC 3.29.010, the police are granted extraordinary power to maintain~~
13 ~~the public peace, including the power of arrest and statutory authority under RCW 9A.16.040 to~~
14 ~~use deadly force in the performance of their duties under specific circumstances. Timely and~~
15 ~~comprehensive implementation of this ordinance constitutes significant and essential~~
16 ~~governmental interests of the City, including but not limited to (a) instituting a comprehensive~~
17 ~~and lasting civilian and community oversight system that ensures that police services are~~
18 ~~delivered to the people of Seattle in a manner that fully complies with the United States~~
19 ~~Constitution, the Washington State Constitution and laws of the United States, State of~~
20 ~~Washington and City of Seattle; (b) implementing directives from the federal court, the U.S.~~
21 ~~Department of Justice, and the federal monitor; (c) ensuring effective and efficient delivery of~~
22 ~~law enforcement services; and (d) enhancing public trust and confidence in SPD and its~~
23 ~~employees;~~

1 ~~For these reasons, the City shall take whatever steps are necessary to fulfill all legal~~
2 ~~prerequisites—including those related to bargaining the effects of the ordinance on wages, hours,~~
3 ~~and working conditions of represented police officers—within 30 days of Mayoral signature of~~
4 ~~this ordinance, or as soon as practicable thereafter, including negotiating with its police unions to~~
5 ~~update all affected collective bargaining agreements so that the agreements each conform to and~~
6 ~~are fully consistent with the provisions and obligations of this ordinance, in a manner that allows~~
7 ~~for the earliest possible implementation to fulfill the purposes of this Chapter 3.29.~~

8 ~~B.A.~~ In the event of a conflict between the provisions of this Chapter 3.29 and any
9 other City ordinance, the provisions of this Chapter 3.29 shall govern.

10 ~~C.B.~~ It is the express intent of the Council that, in the event a subsequent ordinance
11 refers to a position or office that was abolished by the ordinance introduced as Council Bill
12 118969, that reference shall be deemed to be the new position or office created by the ordinance
13 introduced as Council Bill 118969, and shall not be construed to resurrect the old position or
14 office unless it expressly so provides by reference to the ordinance introduced as Council Bill
15 118969.

16 ~~D.C.~~ It is the express intent of the Council that, in the event a subsequent ordinance
17 refers to or amends a section or subsection of the Seattle Municipal Code or a previously enacted
18 ordinance that is amended or recodified in the ordinance introduced as Council Bill 118969, but
19 the later ordinance fails to account for the change made by the ordinance introduced as Council
20 Bill 118969, the two sets of amendments should be given effect together if at all possible. The
21 code reviser may publish the section or subsection in the official code with all amendments
22 incorporated therein.

1 ~~E~~.D. The terms and provisions of this Chapter 3.29 are not retroactive and shall apply
2 only to those rules, orders, actions, or proceedings that occur, or have been initiated, on or after
3 the effective date of the ordinance introduced as Council Bill 118969.

4 ~~F~~.E. Nothing in this Chapter 3.29 creates or is intended to create a basis for any private
5 cause of action.

6 ~~G~~.F. The provisions of this Chapter 3.29 are declared to be separate and severable. The
7 invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Chapter
8 3.29, or the invalidity of its application to any person or circumstance, does not affect the
9 validity of the remainder of this Chapter 3.29, or the validity of its application to other persons or
10 circumstance.

11 **3.29.510 Implementation**

12 A. Provisions of the ordinance introduced as Council Bill 118969 subject to the
13 Public Employees’ Collective Bargaining Act, chapter 41.56 RCW, shall not be effective until
14 the City completes its collective bargaining obligations. As noted in Section 3.29.010, the police
15 are granted extraordinary power to maintain the public peace, including the power of arrest and
16 statutory authority under RCW 9A.16.040 to use deadly force in the performance of their duties
17 under specific circumstances. Timely and comprehensive implementation of this ordinance
18 constitutes significant and essential governmental interests of the City, including but not limited
19 to (a) instituting a comprehensive and lasting civilian and community oversight system that
20 ensures that police services are delivered to the people of Seattle in a manner that fully complies
21 with the United States Constitution, the Washington State Constitution and laws of the United
22 States, State of Washington and City of Seattle; (b) implementing directives from the federal
23 court, the U.S. Department of Justice, and the federal monitor; (c) ensuring effective and

1 efficient delivery of law enforcement services; and (d) enhancing public trust and confidence in
2 SPD and its employees.

3 For these reasons, the City shall take whatever steps are necessary to fulfill all legal
4 prerequisites – including those related to bargaining the effects of the ordinance on wages, hours,
5 and working conditions of represented police officers – within 30 days of Mayoral signature of
6 this ordinance, or as soon as practicable thereafter, including negotiating with its police unions to
7 update all affected collective bargaining agreements so that the agreements each conform to and
8 are fully consistent with the provisions and obligations of this ordinance, in a manner that allows
9 for the earliest possible implementation to fulfill the purposes of this Chapter 3.29.

10 ~~A.B.~~ Until the effective date of the ordinance introduced as Council Bill 118969, the
11 current accountability system shall remain in place to the extent necessary to remain consistent
12 with provisions of the Consent Decree in the matter of *United States of America v. City of*
13 *Seattle*, 12 Civ. 1282 (JLR).

14 ~~B.C.~~ Provisions of the ordinance introduced as Council Bill 118969 for which the City
15 has fulfilled its collective bargaining requirements, if any, will go into effect after Court approval
16 in the matter of *United States of America v. City of Seattle*, 12 Civ. 1282 (JLR) and 30 days after
17 Mayoral signature, or after 40 days if the Mayor fails to sign the bill. Consistent with Section
18 3.29.500, any provisions for which bargaining is not yet complete shall not go into effect until
19 collective bargaining obligations are satisfied.