



Mike McGinn, Mayor
City of Seattle

FILED
CITY OF SEATTLE

2012 OCT 10 AM 8:24

CITY CLERK

Executive Order Number 02-2012

Creation of the Community Police Commission

An Executive Order relating to effective and constitutional policing, creating the Community Police Commission and establishing functions and prescribing duties consistent with the Settlement Agreement and Memorandum of Understanding entered into between the United States and the City of Seattle.

WHEREAS, on July 27, 2012, the United States Department of Justice (DOJ) and the City of Seattle entered into a Settlement Agreement (Agreement) and Memorandum of Understanding (MOU), for purposes of ensuring that police services are delivered to the people of Seattle in a manner fully consistent with the Constitution and laws of the United States; and

WHEREAS, the Settlement Agreement and the MOU provide for the creation of a Community Police Commission (CPC) by Executive Order to provide ongoing community input regarding police reforms; and

WHEREAS, the Seattle Police Department (SPD) and the elected leaders of the City of Seattle are fully committed to providing effective and constitutional policing for all of Seattle's residents, and fully recognize the need for of community input and participation to enhance and promote public safety;

WHEREAS, the Mayor and City Council expect to collaborate regarding the process for creation of the CPC, and Council is expected to provide additional guidance regarding the operation of the CPC by ordinance;

NOW, THEREFORE, I, MICHAEL MCGINN, Seattle Mayor, hereby direct as follows:

Section 1. **Commission Established.** The Community Police Commission (CPC) is hereby established.

Section 2. **Purpose.** The CPC will provide an independent forum for dialogue and input on policing practices, with the goal of ensuring that police services are delivered to the people of Seattle in a manner that:

- A. Fully complies with the Constitution of the United States;
- B. Effectively ensures public and officer safety; and
- C. Promotes public confidence in SPD and its officers.

Section 3. **Duties.** The CPC will have the following duties:

A. The CPC will undertake the responsibilities assigned to the CPC in the Agreements;

B. The CPC will review the reports and recommendations of the Monitor, and may issue its own report or recommendations to the City on the implementation of the Agreement;

C. The CPC may review and issue reports or recommendations as to the implementation of SPD's 20/20 initiative and other initiatives of SPD and the City to support the reform process; and

D. The CPC may consider other issues as referred by DOJ and the City in Section III. C. of the MOU related to the following:

- a. Community engagement
- b. Accountability
 - i. Review of Office of Professional Accountability (OPA) structure;
 - ii. Investigation timelines; and
 - iii. Public education and outreach
- c. Investigatory stops and data collection
- d. Officer assistance and support
- e. Transparency and public reporting.

The CPC is also responsible for any and all duties prescribed in the Agreement and MOU that are otherwise not identified in this ordinance.

Section 4. **Membership.** The CPC will consist of eleven (11) members. All members shall be appointed by the Mayor and confirmed by the City Council.

There will be one member from the Seattle Police Officers Guild (SPOG) and one member from the Seattle Police Management Association (SPMA). The remaining members will be selected with the goal of ensuring that the membership reflects the many and diverse communities of Seattle, and includes members of each precinct in the City, faith communities, minority, ethnic, and other community organizations, and student and youth organizations.

In accordance with the Agreement, the Mayor will formally appoint the initial Chair of the CPC. After formation of the CPC, the members may choose to elect a new Chair by majority vote. All members will be appointed for the duration that the Agreement and MOU are in effect, except that the Mayor may remove a member for cause.

Section 5. Membership Selection and Process. Within fourteen (14) business days of the effective date of this order, a written, downloadable application will be posted and available on the City's website with a description of the roles and responsibilities of being a CPC member and a deadline for individual submissions. In collaboration with the City Council, the Mayor will establish selection criteria, a list of desired qualifications, and a screening and selection process for candidates. The criteria, desired qualifications, and screening and selection process will be posted to the City's website.

The Mayor will submit to the City Council his nominations for the CPC no later than ninety (90) days from the date of this Order.

Section 6. Organizational Structure and Operation. The City will provide the staff support it deems necessary for the CPC to perform duties and responsibilities outlined in this Order, the Agreement and MOU. The CPC's work will be carried out consistent with the following:


- A. The CPC will maintain regular contact with the City to ensure effective and timely communication regarding its responsibilities.
- B. The CPC will hold public meetings at regular intervals to discuss the Monitor's reports and to receive community feedback about SPD's progress or compliance with the Agreement and MOU. The City will provide the CPC with reasonable administrative support as determined by the City, including meeting space.
- C. CPC reports and recommendations will be posted to the City's website. The City will consider and respond to the CPC's recommendations in a timely manner.
- D. The CPC may request and obtain from City agencies, including SPD, information that would be disclosed if requested under the Public Records Act.
- E. The CPC will not review or report on specific cases of alleged misconduct, review or comment on discipline, and will not seek to influence the course or outcome of a specific complaint investigation or the discipline of specific police officers. The CPC will not request any information regarding an individual police officer or allegation of misconduct or disciplinary action that is not available to the public.

F. The CPC will be self-governing in all procedural and operational parameters except when an action would directly violate the express terms of the Agreements. The CPC will elect officers as it deems necessary and will adopt such rules and bylaws as are required to accomplish its purposes and duties.

G. The CPC shall strive for consensus in its decision-making. Any final action must secure the approval of at least a majority of the entire Commission.

The CPC will remain in existence until terminated by the City, but this termination may not occur prior to the termination of the Memorandum of Agreement between the United States and the City of Seattle.

Dated this 9th day of October 2012.



Michael McGinn
Mayor, City of Seattle