

**CITY OF SEATTLE**  
**ORDINANCE \_\_\_\_\_**  
**COUNCIL BILL \_\_\_\_\_**

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4 AN ORDINANCE relating to effective and constitutional policing, creating the Community  
5 Police Commission and establishing functions and prescribing duties consistent with the  
6 settlement agreement and memorandum of understanding entered into between the  
7 United States and the City of Seattle.

8 WHEREAS, on July 27, 2012, the United States Department of Justice (DOJ) and the City of  
9 Seattle entered into a settlement agreement (Agreement) and memorandum of  
10 understanding (MOU) (collectively Agreements) filed with the United States District  
11 Court: Western District of Washington (Court), related to ensuring police services are  
12 delivered to the people of Seattle in a manner consistent with the Constitution and laws of  
13 the United States; and

14 WHEREAS, on August 30, 2012, the Court provisionally approved the Agreement and ordered  
15 that the deadlines in the Agreement would run from August 27, 2012; and

16 WHEREAS, the Seattle Police Department (SPD) and the elected leadership of the City of  
17 Seattle are committed to providing effective and constitutional policing for all of Seattle's  
18 residents and values the role of community input and participation to enhance and  
19 promote public safety; and

20 WHEREAS, the Agreements outline a substantive and meaningful role for the newly created  
21 Community Police Commission (CPC) to provide ongoing community input regarding  
22 the reform process; and

23 WHEREAS, the Agreements provide a framework and structure for creating the CPC and  
24 delineates specific tasks to be completed, they are silent on the number of members and  
25 the internal mechanisms for the selection of the participants; and

26 WHEREAS, the Agreements provide that the CPC will be created by Executive Order, the  
27 Council has independent authority to establish the Commission by ordinance.

28 WHEREAS, the City Council desires to provide additional guidance, consistent with and  
complementary to the Agreement and MOU regarding the role of the CPC in order to  
provide additional clarity to commission members and transparency for members of the  
public; and

1 WHEREAS, the success of the CPC will require a common understanding of its roles and  
responsibilities by the Mayor, Council, City Attorney, DOJ, SPD and the public; and

2 WHEREAS, on \_\_\_\_\_, the City Council held a public hearing in order to receive input and  
3 comments on the creation of the CPC and the process and criteria for selecting its  
4 members; and

5 WHEREAS, it is the City Council's intent that the City adhere to the terms of the Agreement and  
6 MOU; NOW, THEREFORE,

7 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

8 Section 1. **Commission Established.** The City of Seattle hereby establishes the  
9 Community Police Commission. The CPC shall consist of eleven (11) members and remain in  
10 existence until the termination of the settlement agreement between the United States and the  
11 City of Seattle.

12 Section 2. **Purpose.**

13 The Parties entered into the Agreements with the goal of ensuring that police services are  
14 delivered to the people of Seattle in a manner that fully complies with the Constitution and laws  
15 of the United States, effectively ensures public and officer safety, and promotes public  
16 confidence in the Seattle Police Department ("SPD") and its officers.

17 The CPC is established to leverage the ideas, talent, experience, and expertise of the  
18 community. Implementation of the MOU will be overseen by the Parties and the CPC. The CPC  
19 creates an important opportunity for Seattle's diverse communities to participate in the  
20 implementation of the MOU and certain aspects of the Settlement Agreement, and to promote  
21 greater transparency and public understanding of the Seattle Police Department.

22 Section 3. **Duties.**

23 The CPC will have the following duties:

- 24 A. The CPC shall undertake the responsibilities assigned to the CPC in the Agreements;  
25 B. The CPC shall review the reports and recommendations of the Monitor, issue its own  
26 report or recommendations to the City on the implementation of the Agreement;

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

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

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

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

16 Section 3. **Membership.** The CPC shall consist of eleven (11) members including a  
17 Chair appointed by the Mayor, and confirmed by the City Council.

18 The CPC membership shall include residents from each of the five geographic police  
19 precincts. There shall be one member from the Seattle Police Officers Guild (SPOG) and one  
20 member from the Seattle Police Management Association (SPMA). The remaining nine  
21 members shall be selected from applicants who are residents of Seattle. It is the City's goal to  
22 select nine members representative of Seattle's diverse population by selecting equally qualified  
23 members from all communities including minority, ethnic, and faith communities, student and  
24 youth organizations, and any other community organizations reflecting the overall population

1 demographic of Seattle residents. An applicant's race, sex, color, ethnicity, or national origin  
2 shall not be used to select a less qualified applicant over a more qualified applicant.

3 The CPC members shall identify and recommend a member to serve as Chair. In  
4 accordance with the Agreement, the Mayor shall formally appoint the Chair of the CPC. All  
5 members shall be appointed for the duration that the Agreement and MOU are in effect. In the  
6 event that a member is unable to perform his or her functions on the CPC, the Mayor shall  
7 appoint a replacement in a timely manner, subject to City Council confirmation. The Mayor may  
8 remove a member of the CPC for incompetence, substantial neglect of duty, gross misconduct, or  
9 malfeasance in office, after written notice, stating with particularity the grounds for removal and  
10 providing an opportunity for the member to respond.

11 **Section 4. Membership Selection and Process.** Within fourteen (14) business days of  
12 the effective date of this ordinance, a written, downloadable application will be posted and  
13 available on the City's website with a description of the roles and responsibilities of being a CPC  
14 member and a deadline for individual submissions. The Mayor shall utilize the CPC  
15 membership selection criteria and list of desired qualifications provided as Attachment 1 to this  
16 ordinance. The Mayor shall also develop a screening and selection process consistent with the  
17 framework recommended in Attachment 1 of this ordinance. The criteria, desired qualifications,  
18 screening and selection process shall all be posted to the City's website.

19 The Mayor shall select his nominations in a manner consistent with the terms of  
20 Section 3 of this Ordinance within sixty (60) days of the effective date of this Ordinance.

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22 **Section 5. Organizational Structure and Operational Parameters.** The City of  
23 Seattle shall provide the staff support necessary for the CPC to perform all of the duties and  
24 responsibilities outlined in this ordinance and the Agreements. The CPC's work shall be carried  
25 out consistent with the following:

- 1           A. Maintain regular contact with the Mayor and City Council to ensure effective and  
2           timely communication regarding its responsibilities under the Agreements.
- 3           B. Hold public meetings at regular intervals to discuss the Monitor’s reports and to  
4           receive community feedback about SPD’s progress or compliance with the  
5           Agreements. The City shall provide the CPC with administrative, including office  
6           and meeting space, computers, and securing filing space. The City shall provide the  
7           CPC with staff who shall carry out and execute their duties as directed by the CPC.  
8           The City Attorney shall be the Commission’s legal advisor. The City Attorney shall  
9           provide the Commission with legal assistance to the extent such assistance does not  
10          constitute a conflict.
- 11          C. The CPC shall elect such other officers as it may deem necessary and shall adopt such  
12          rules and bylaws as are required to accomplish its purposes and duties. Six members  
13          shall constitute a quorum. Any final action must secure the approval of the majority  
14          of those present.
- 15          D. CPC reports and recommendations shall be posted to the City’s website.
- 16          E. The City will consider and respond to the CPC’s recommendations in a timely  
17          manner.
- 18          F. The CPC may request and obtain necessary and relevant data and information, subject  
19          to State disclosure laws and procedures, from the City and SPD in order to conduct  
20          independent analysis of SPD’s trainings, policies, and practices on use of force, crisis  
21          intervention, stops and detention and bias free policing.
- 22          G. The CPC shall update the City Council on their work through quarterly public  
23          briefings either before the Full Council, a special Committee of the Whole or the  
24          Public Safety, Civil Rights and Technology Committee (or its successor committee)  
25          during the first year of its existence. The briefings will give members of the public an  
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1 opportunity to provide input to the CPC and the City Council on the SPD reform  
2 effort. Beyond the first year, briefings will be scheduled as necessary through mutual  
3 agreement between the CPC and the City Council.

4 H. The CPC shall not review or report on specific cases of alleged misconduct, review or  
5 comment on discipline, and shall not seek to influence the course or outcome of a  
6 specific complaint investigation or the discipline of specific police officers. The CPC  
7 shall not request any information regarding an individual police officer or allegation  
8 of misconduct or disciplinary action that is not available to the public.

9 I. The CPC shall be self-governing in all procedural and operational parameters except  
10 when an action would directly violate the express terms of the Agreements.

11 J. The CPC shall keep minutes and records of all proceedings, including records of  
12 public meetings.

13 K. The CPC shall adopt rules, regulations, and procedures for the conduct of its business  
14 and may establish any committees deemed necessary for the conduct of its business.

15 L. The CPC may make recommendations to the Mayor and the City Council concerning  
16 budgetary appropriations to promote reforms necessary to accomplish the terms of the  
17 Agreement and the MOU.

18 **Section 6. Coordination with Office of Professional Accountability Review Board**  
19 **(OPARB).** The CPC shall share with OPARB any draft reports to be publicly issued prior to  
20 issuance of the final report. The CPC shall be required to review as part of their efforts to assess  
21 the City's police accountability structure any recommendations from OPARB related to  
22 reforming the OPA structure.

23 Section 7. This ordinance shall take effect and be in force 30 days after its approval by  
24 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
25 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2012, and  
signed by me in open session in authentication of its passage this  
\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Michael McGinn, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

ATTACHMENT 1: CPC Selection Criteria

## **ATTACHMENT 1: CPC Selection Criteria and Framework**

### ***Screening***

The Mayor shall establish a clear screening and selection process consistent with the parameters outlined below and within the timeframe established by Ordinance (*insert #*). Applications must be sent to an email address or depository specifically designated for the application process; and

- Specific screening criteria need to be established to reflect the highest possible level of response to the items noted below under the Selection heading.

### ***Selection***

The following items shall be considered for each potential candidate in order to increase the Commission's potential for success and productivity:

- Demonstrated experience working with communities that have been impacted by police use of force policies and practices;
- Demonstrated knowledge of policing policies, procedures and the specific areas noted in the MOU (including the DOJ Findings, the MOU, and the Consent Decree);
- Demonstrated experience creating or can articulate firm ideas for creating a culture of policing that is community-based and constitutional;
- Demonstrated experience working effectively with diverse populations;
- An understanding of local government and how City departments function in relation to one another;
- An understanding of how labor negotiations work, from either a legal or a rank-and-file perspective;
- Ability to articulate the vision and role of the Commission as adopted by Ordinance (*insert #*) and agreed upon mutually between the City of Seattle and the US Department of Justice and describe how its work might positively impact all of Seattle's residents;
- Knowledge of, or experience with, the principles of race and social justice work, including Undoing Racism and the Restorative Justice Circles.

Applicants should be required to submit the following:

- A resume that demonstrates an ongoing commitment to local communities and to issues that bear a rational relationship to the concepts of police oversight and reform;
- A cover letter that contextualizes this ongoing commitment and specifically addresses the points above, in addition to the following:
  - Demonstrated experience with police accountability issues and department policies and standards on use of force and bias-free policing; and,
  - A statement about the demographics and socioeconomic conditions of the communities with whom they have worked or personally identify.

Note: Individuals who have been arrested or who have been convicted of a crime and have demonstrated successful rehabilitation would add meaningful perspective and insight to the Commission's work and should be strongly considered for appointment.