Seattle
Community
Police Commission

Our city. Our safety.
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VIA EMAIL

August 7, 2019

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21CP Solutions, LLC
332 South Michigan Avenue
Suite 1032 – T615
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Re: Comments Relating to Proposed Methodology

Dear 21CP Solutions Consultant Team:

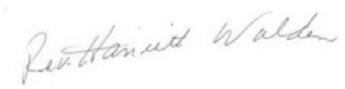
On behalf of the Community Police Commission (CPC), we respectfully submit the attached comments to the July 29th draft methodology. We understand the methodology will be proposed, with modifications based on feedback you are receiving, to the Federal Court as part of the City's submittal responding to Judge Robart's May 21 order (Dkt. 562).

We appreciate the participation of the 21CP Solutions consultants in the past two full CPC meetings, the ability for the CPC to participate in the work group session organized by your office, and the opportunity for us to review the draft methodology. Although this is our first review of the draft, based on our understanding of the direction that was being considered, CPC participants and others previously expressed the view that the proposed approach would not be responsive to the Court's order and would divert efforts and resources away from what the City should focus on: addressing the weaknesses now embedded in the City's police disciplinary system due to contract terms negotiated by the City with the police unions, and rectifying the City's failure to fully implement many promised reforms.

It is our sincere hope that the dialogue among all participants will continue and that—no matter what occurs going forward—it is ensured that members of Seattle's diverse communities most impacted by policing are represented at the table. The CPC remains committed to investing in building lasting partnerships with not only these communities but with City leadership and our accountability partners, including the Seattle Police Department (SPD). We ask that the City, the Department of Justice, the Seattle Police Monitor, and the CPC come together to collaborate as envisoned by the Court's order.

Finally, the ongoing work relating to accountability systems, while important, should not overshadow important work that remains to be done, such as working together to address police officer wellness—which is being undertaken in partnership among Seattle Police Department, the Office of Police Accountability, the Office of the Inspector General, and the CPC.

Sincerely,



Rev. Harriett Walden, Co-Chair
Community Police Commission

Isaac Ruiz, Co-Chair
Community Police Commission

Emma Catague, Co-Chair
Community Police Commission

cc: Jenny Durkan, Mayor
Pete Holmes, City Attorney
Merrick Bobb, Seattle Police Monitor
Seattle City Councilmembers
Lisa Judge, Inspector General, Office of the Inspector General
Andrew Myerberg, Director, Office of Police Accountability

Enclosure

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ANALYSIS OF PROPOSED METHODOLOGY

In its May 21st order, the Court found that the City and SPD had "fallen out of full and effective compliance with the Consent Decree concerning SPD discipline and accountability." The Court also stated that it "…is particularly concerned about provisions related to officer discipline and accompanying appeals that are found in the original Accountability Ordinance that SPOG's CBA altered."

From the Bench and in its order, the Court made clear, as it has previously, that City follow-through on the legal mandates in the 2017 accountability law is critically important. This accountability law was built on a comprehensive assessment of Seattle's accountability system, its known weaknesses and vulnerabilities, experienced through past cases,[1] and a review of structural models and best practices elsewhere. The law was specifically intended to strengthen the disciplinary system so that it:

- Is effective, impartial, transparent, and procedurally just;
- Better engenders public trust;
- Consistently produces fair results that can give the Court comfort that violations of law and policy central to the purpose of the Consent Decree, such as preventing and responding to instances of excessive force, will be addressed in a way that solidifies other reforms achieved over the last seven years, rather than making those reforms more tenuous; and
- Is a system where an officer who punches a handcuffed woman in the back of a patrol car and breaks her orbital socket will not be given a few days off without pay and then go right back to working as a patrol officer.

As the CPC's expert, Judge Anne Levinson (ret.), the former independent OPA Auditor, explained in a declaration that accompanied the CPC's previous filing, the reason for the concern is not just that the accountability provisions of the Seattle Police Officers Guild (SPOG) and the Seattle Police Management Association (SPMA) contracts differ in many ways from the accountability law that was passed unanimously and hailed by elected leaders as a landmark achievement in accountability reform—though that failure to keep faith with community expectations is a serious concern; but also because the many changes agreed to by the

[1]See e.g. Councilmember Nick Licata, Issue #348, April 16, 2014, "Public Hearing on Seattle's Police Accountability System" at https://council.seattle.gov/2014/04/16/urban-politics-348-public-hearing-on-seattles-police-accountability-system/; Joel Connelly, Seattle PI, April 4, 2014, "Get Seattle Police Discipline into the Open: The Levinson Report" at http://blog.seattlepi.com/seattlepolitics/2014/04/04/get-seattle-police-discipline-into-the-open-the-levinson-report/; The Seattle Times Editorial Board, April 13, 2014, "Make Seattle Police Discipline Procedures Timely, Public" at http://old.seattletimes.com/html/editorials/2023357658_spddisciplineedit14xml.html?syndication=rss; Steve Miletich, The Seattle Times, April 5, 2014, "Big Changes Urged in SPD Discipline Cases" at https://www.seattletimes.com/seattle-news/big-changes-urged-in-spd-discipline-cases/; and Bill Lucia, Crosscut, April 5, 2014, "SPD Watchdog Faults Misconduct Appeals System" at https://crosscut.com/2014/04/misconduct-appeals-seattle-police-levinson-opa.

City during bargaining represent a return to the status quo (and in some respects worse than status quo), and thus will not increase the likelihood of appropriate accountability when seriousness misconduct does occur.

We are concerned that, after more than five years of discussions, public hearings, and court filings, there is still not unequivocal committment to fully embracing promised accountability reforms. In response to the Court's finding that the City is partially out of compliance with the Consent Decree, it has been suggested that the Court did not find the City out of compliance: "The City remains in full and effective compliance in every one of the areas required by the Consent Decree and set forth by the sustainment order. We agree with the Court that we remain on track to meet all aspects of this order by January 2020…"[2] This is despite the Court's indication that the Consent Decree case will certainly not be completed until, at the earliest, summer 2021, and not then if agreement on needed accountability changes is further delayed.

It has also been suggested that the fact that "other City employees have arbitration" serves as a justification not to have addressed arbitration in bargaining. This rationale was also proffered by a previous mayoral administration in discussions as the 2017 accountability law was being considered. As the CPC pointed out at that time, other City employees cannot take life and liberty. There is a reason police have a Consent Decree, have a separate accountability system, have the Office of Professional Accountability (OPA) and the Office of Inspector General (OIG) to ensure that their actions are Constitutional and are consistent with law and policy. As stated in the expert declaration we filed with the Court, what constitutes a fair and effective police arbitration system must be measured differently than arbitration used in other public or private disciplines.

We have also been told that the Court and community should have understood that SPOG and SPMA would never give up arbitration. This, too, suggests that there never was a commitment to bargain so as to fully realize the reforms mandated by the accountability law, and that there remains little inclination to remedy the system even now. Even if one were to be resigned to an arbitration scheme, it seems there was no effort made within the framework of arbitration to at least remedy the myriad barriers to fairness, objectivity, expertise, standard of review, timeliness, and transparency in Seattle's police arbitration system. Multiple City leaders after the disciplinary reversals scandal of early 2014 declared that reform in this area was essential.

With regard to the "background section" of the consultant team's draft methodology, while it is true a joint meeting was held after the original July 15th deadline in response to the Court's May 17th order that the City work in a collaborative and consultative way with the Monitor and the CPC on its submittal, we believe it is not proper to suggest that the final proposed methodology reflects a consensus or that the CPC was involved in the decision to choose the path of retaining or selecting consultants. To our knowledge, everyone who had a discussion in person or by phone with the Office of the Mayor was told the approach would be to use new consultants to do another system assessment and a multi-city comparison. This was the case with the CPC, whose co-chairs were first informed of the intention to proceed with this plan during a meeting scheduled for another purpose.

With regard to the proposed multi-jurisdictional survey, comparing Seattle's disciplinary and appeals system to those of other cities—while an interesting exercise—is not particularly helpful or on-point right now. Through a years-long process, Seattle stakeholders identified, advocated for, and then secured in the accountability law many essential elements to a fair and legitimate system. Other cities may have some or none of those essential

[2] Q13 Fox, "Dozens of Community Organizations Pressuring City on Police Accountability Measures," June 21, 2019 at https://q13fox.com/2019/06/21/dozens-of-community-organizations-pressuring-city-on-police-accountability-measures/.

elements, but equivalency to other cities is not the metric to which the Court or community aspire. Indeed, one of the observations which drove the CPC's recommendations on accountability reform in 2014 was that no jurisdiction nationally had arrived at a set of best practices that deliver public legitimacy and satisfaction on accountability. Seattle needed to do better. If the measure of whether reforms should be adopted is whether other cities use those approaches, Consent Decree reforms would have been few and far between. When Seattle's Use of Force policy was adopted, for example, to our knowledge, no other city required de-escalation as part of their internal policy on use of force. As well, other cities are not similarly situated (they are not under a Consent Decree, and may have numerous other differences that require a nuanced understanding to compare outcomes).

With regard to the methodology's proposed system assessment, as you have heard from many during your visits to Seattle, the law passed in 2017 was the result of years of recommendations from independent oversight officials, the community, and policymakers. To date—more than two years after its passage—it has still not been codified. The public, complainants, OPA, SPD, and others cannot rely on it because it never became fully effective due to contract terms later agreed to by the City. We are puzzled by the current direction to you that the way to respond to the Court's order is to conduct yet another assessment of the entire accountability system and structure that will not even be at baseline until the significant contractual impediments are remedied.

Finally, we believe it is incumbent upon the City and consultant team to disclose to the Court and the public that, rather than moving forward swiftly on remedies, this approach will mean months of additional delay. If the City takes no steps to cure the issues during that time, it could well be another full year before the City and unions return to the bargaining table to begin bargaining to correct current deficiencies (keep in mind the City and SPOG took four years to complete bargaining last time, with SPOG voting down the initially proposed contract). This means the system that the Court has determined to be out of compliance with the Consent Decree will continue to operate for at least several more years.

In our view, submittal of the following information would be responsive to the Court's findings and order:

1. **Provide the Court information responsive to its previous orders so that the Court can assess whether the City's proposed remedies are sufficient to cure the problems.**

    a. The City in earlier filings provided a list to the Court of the accountability law provisions that the City intended to collectively bargain, as well as a list of provisions the City stated would not require collective bargaining and would be implemented. But the ratified contracts show that the City understated the number of affected provisions and the breadth of the resulting impacts. Numerous provisions, and other policies and practices not on the City's list submitted to the Court of items to be bargained, have now been affected by the contracts. Thus, the City should provide the Court an accurate and complete list of all accountability law provisions, SPD policies and practices, and other City laws or accountability system practices compromised by or in conflict with the contracts.

    b. The City still needs to provide the Court an accurate and complete list of all disciplinary decisions made during the term of the Consent Decree, including what the misconduct was, what the discipline imposed by the Chief was, whether the discipline was appealed, what the basis of the challenge was, whether the Chief's decision was upheld, and if not, why not, what the final result

was, and how long it took from the time of the incident for the final result to be determined and the discipline imposed.

c. The City still needs to provide the Court the terms of ongoing separate agreements that are referenced in the contracts as still in effect. The content of those separate agreements may affect the terms of the contracts and also impact the accountability law.

2. Confirm for the Court that the City understands what needs to be fixed in the police contracts and why.

The City should make explicit to the Court the specific areas in the contracts that it will address in order to be responsive to the Court's concerns. In our view, the City should confirm that it will address, at minimum, the following areas that were identified when the proposed contracts were being recommended to the Council for adoption in 2018:

a. Requiring that whenever any language in the SPOG contract is inconsistent with any City law, the contract language must prevail.

This provision has the effect of making the "rules of the road" unknowable, and leaves open the possibility of challenges to virtually any discipline. No one knows the extent to which the accountability law is in effect, or has been superseded by the SPOG contract, because of this provision. This would not be such a problem had the City not agreed in myriad provisions to contract language that is now inconsistent with City law. If the contract were clear and unambiguous, there would be fewer opportunities to use seemingly minor contractual provisions to challenge and overturn disciplinary decisions. This is particularly problematic given a long history of collateral damage when disciplinary decisions made by a Chief are overturned based on an arbitrator's interpretations of contractual terms. Such successful challenges have repercussions for community trust that last for decades, particularly when the underlying misconduct was excessive force, bias, or criminal acts.

b. Disciplinary appeals process reforms that were rolled-back or weakened in numerous ways, that were intended to make the system fair, timely, transparent, effective, and uniform (and new weaknesses agreed to in negotiations.) For example:

- Allowing multiple avenues for officers to appeal;

- Not having a standard of review that requires the disciplinary decision be upheld unless the decision-maker specifically finds that the disciplinary decision was not in good faith for cause, and not requiring that they may reverse or modify the discipline only to the minimum extent necessary to achieve this standard;

- Creating a new undefined, higher standard of review for sustaining discipline on appeal so that the standard would no longer be a preponderance, but instead an "elevated standard of review," which is undefined in the contract, for any misconduct that results in termination that is "stigmatizing" to the officer, making accountability for all serious misconduct more difficult;

- Not having a standard of review that gives deference to the factual findings of the hearing officer;

- Not amending the ordinance governing the Public Safety Civil Service Commission (PSCSC) so that no member is a peer, a subordinate, or a supervisor of the officer appealing discipline, but instead all members will be neutral third-parties with subject matter expertise;

- Using national arbitration rules in contravention of what the accountability law or other contractual terms require;

- Not requiring all disciplinary hearings to be open to the public, media, and complainants as are court hearings and PSCSC hearings;

- Using arbitrators who both the City and union must agree on, instead of using a professional, neutral hearing officer on contract to decide appeals who does not have to be agreed to by the parties for each appeal;

- Not requiring the hearing officer to have relevant subject matter expertise in police discipline;

- Not having strict timelines for each step in the disciplinary appeal process so that appeals do not drag on for months or years; and

- Allowing grievance procedures to result in the alteration of discipline imposed by the Chief.

c. Limiting civilian oversight of criminal misconduct.

   A long-identified weakness in Seattle's police accountability system is that for cases that are often the most serious—when a crime may have been committed—OPA was prohibited from doing anything other than taking the complaint and then referring it to SPD for criminal investigation, without the ability to coordinate and collaborate on who would do the criminal investigation, without the ability to work with the prosecutor and the criminal investigator on how the possible criminal violations and the administrative ones might rely on similar or different evidence, whether the investigations should run concurrently and the investigators should interview some witnesses together, etc. The accountability law allowed this coordination, to make sure both investigations would be thorough and timely. The law states: "OPA's jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted."

d. Completely foreclosing the imposition of any discipline for serious misconduct involving 1) excessive force, 2) dishonesty, or 3) misconduct concealed by others (peer, subordinate, supervisor, family member) through continued use of a statute of limitations. Under the contractual terms the City agreed to, if the misconduct does not come to light within four years, no discipline can be imposed, regardless of the seriousness of the misconduct. This significantly impacts accountability for serious misconduct, and does not take into account the many reasons why individuals may be reluctant to come forward to file a complaint.

e. Continuing to limit OPA and OIG subpoena power.

The SPOG contract provides only for limited OPA and OIG subpoena power, prohibiting issuance of subpoenas to SPOG members, their family members, or for "personal records." If "personal records" is interpreted to include bank records, medical records, and the like, this exclusion covers a significant amount of potentially important information. The contract also states that "…the City [will] further [review] questions concerning the authority and potential need for OPA and the OIG to issue such subpoenas" prior to possibly re-opening the contract to bargain OPA and OIG subpoena power. The City has not exercised this right to re-open and address the limitation.

f. Continuing issues with the 180-day deadline for investigation (if the 180-day timeline is exceeded, discipline is foreclosed).

One example in the SPOG contract is that the 180-day clock continues to run even when the OPA administrative investigation is placed on hold due to a related criminal investigation (unless the case is being reviewed by a prosecutor). If the criminal investigation takes months, that does not leave OPA much time to do its administrative investigation. Under the accountability law, the 180-day clock was to be paused while the criminal investigation is ongoing. This was to better ensure sufficient time for both investigations to be done thoroughly. Cases involving possible criminal misconduct are often the most serious, so cutting short OPA's investigative time does not serve the public well since OPA may have insufficient time to investigate, whether or not charges are ever filed, in some of the most serious cases of potential misconduct. A similar problem is that the contract allows for the timeline to be paused when the criminal misconduct occurred in another jurisdiction, which places less priority on criminal misconduct that occurs in Seattle.

g. Continuing to require proof of intentionality for sustaining misconduct for dishonesty and limiting the requirement for honesty to OPA investigations.

Both contracts continue to say officers must provide complete and honest information only when they answer questions in administrative investigations. This contradicts SPD policy with which all employees must comply—that officers are always required to be truthful and provide complete information, whether in reports, in testimony, when making a stop, etc. This provision has wide implications given the tens of thousands of people detained and arrested with supporting police reports each year. As well, under the contracts, the dishonesty provisions are written in a way that suggest proof of intentionality is required (an admission by the officer that they intended to be dishonest), a standard virtually impossible to meet.

h. Eliminating the requirement that SPD establish a civilian office to manage secondary employment (off-duty work) of employees, providing appropriate oversight as well as independence from those who benefit from receiving off-duty work assignments.

SPD was to move forward by the beginning of 2018 with new secondary employment management and policies. The existing system has suffered for years from real and perceived conflicts of interest, has internal problems among employees competing for business, is technologically out of date, and lacks appropriate supervisory review and management. Among many reforms, SPD was to create an internal civilian-led and civilian-staffed office to handle assignments for off-duty work; eliminate the practice of having the work managed outside SPD (often by current employees acting through their private businesses created for this purpose or through contracts between the

employee and a private business); make clear that all Department policies still apply when employees perform secondary employment work; and establish clear and unambiguous policies, rules, and procedures consistent with strong ethics and a sound organizational culture.

i. Eliminating the requirement that the officer or SPOG must fully disclose any relevant information of which they are aware during the OPA investigation, so that if they don't, they can't raise it later at the discipline Due Process Hearing or on appeal.

   This reform was intended to make sure OPA can conduct as thorough an investigation as possible, without information being withheld by the officer or union and then later raised at the hearing, grievance, or appeal as an argument that the Chief did not have "just cause" for her decision.

j. Continuing to limit the Chief's authority so that an officer cannot be suspended longer than 30 days pending investigation unless they've been charged with a felony or gross misdemeanor, and then only if that gross misdemeanor involved moral turpitude or a sex or bias crime, or if the allegation could lead to termination if proven true.

   The accountability law gave the Chief authority to do this if the Chief finds it necessary for the officer's or public's safety, or for the security or confidentiality of law enforcement information. Given the length of time prior to the filing of charges, this contractual limitation could result in the return of an officer to active duty who is later charged with a serious crime, which damages public trust, especially in highly visible cases.

k. Continuing the practice of retaining OPA files based on the outcome of an investigation. If an investigation finding is "sustained," the record will be kept in accordance with the accountability law. But, if the finding is "not sustained," it will only be kept for three years.

   The accountability law prohibited destruction of personnel and OPA records by requiring retention of all personnel and OPA files for as long as an officer is still employed with the City, plus six years or as long as an action related to that employee is ongoing. The contracts also remove the specific requirements for what must be retained and the prohibition on negotiating the later removal of records of sustained findings and discipline, which can impede SPD's ability to prove appropriate progressive discipline and fair/uniform application, as well as frustrate public disclosure obligations. The law also clearly defined the personnel records, and—for the sake of transparency, proving progressive discipline, and public records obligations—ensured the parties couldn't negotiate later removal of records of discipline imposed.

l. Continuing to allow officers to use vacation time or any other accrued time balance to get paid during an unpaid suspension, as long as the suspension is less than eight days (which suspensions frequently are). During development of CPC's recommendations in 2014, members of the public expressed their view as to the lack of procedural justice with this approach, since the discipline of "unpaid days" becomes relatively meaningless.

m. Limiting the number of civilian investigators in OPA to two and limiting their role in cases involving use of force or cases involving higher ranks, rather than leaving the number of civilian investigators to the discretion of the civilian OPA Director as set forth in the accountability law and not limiting their scope or authority to act as investigators.

n. Continuing to have employees of different ranks treated differently in the accountability system.

The accountability law mandated that the same accountability processes apply to all ranks. This was to ensure that the public and employees that higher ranking personnel were not treated differently than officers and sergeants. (Which is why we recommended to the City that both SPMA and SPOG contract accountability provisions be bargained at the same time, either at the same table or in parallel, not sequentially.)

o. Still allowing SPMA members to submit written responses rather than requiring they be interviewed in-person for misconduct investigations and still prohibiting investigators of lower ranks from handling those investigations.

p. Still not authorizing full reform of mediation and full implementation of rapid adjudication as has been recommended for several years and as set forth in the accountability law.

3. Describe how the City intends to cure the identified problems (listed in 1 & 2 above).

a. For those elements of the accountability law where bargaining was not required (the City had legal authority to immediately implement), the City should affirm for the Court that each has been fully implemented. If any parts of the law relevant to the Consent Decree have not yet been fully implemented, the City should also identify those for the Court, and include a plan and schedule for implementation.

b. In its December 2018 Court filing, the City wrote of a plan to ask the City Council to amend the accountability law in order to make it consistent with the terms the City later agreed to in the contracts. The City should confirm to the Court (and the public) that it erred in that proposed approach and that an amendment will not be proposed to incorporate contractual terms that weaken or undercut disciplinary system reforms.

c. The City agreed to generalized or ambiguous language in many parts of the SPOG contract, which papers over how these provisions differ from the accountability law. As a result, "the contract shall prevail" language in the SPOG contract opens a wide avenue for challenges. The City should stipulate to the Court that it will address this issue by executing a Memorandum of Agreement (MOA) with SPOG. Such an MOA can be done under the existing contract, will have the same full force and effect as the contract, and then should be rolled into the next contract. It has been stated that any inconsistencies, ambiguities, and errors should not be of concern to the Court or the public because the City and SPOG share an understanding of the intent and meaning of the language and SPOG will not challenge discipline based on any of these. First, this may be what the City hopes for, but SPOG has not committed to it and verbal representations have no legal weight. Second, SPOG leadership has changed and will continue to change, so whatever was said at the bargaining table may not hold true at a later point. Third, a disciplined employee can still challenge discipline, even if SPOG does not. Further, this reassurance does not reflect the real experience with SPOG over many years—as of July 2019 there were six SPOG demands to bargain, reflecting its ongoing willingness to litigate any issue it can. Each of the conflicting or unclear provisions is in essence a "ticking time-bomb" that will undermine discipline in the future if they prove useful in challenging discipline. If it is correct that the City and SPOG each meant the same thing, and that SPOG has no intention of using conflicting or

unclear provisions to later challenge discipline, executing an MOA should be a quick exercise. Doing so will better ensure clarity and predictability, and give the Court more confidence that there will not be future cases similar to the Shepherd case.

d. The City represented to the Court that certain critical accountability areas, including secondary employment and subpoena power, would be negotiated under re-openers detailed in the contracts. It represented to the community that it was not a problem that these provisions had not been nailed down, because the City had secured the right to go back to the table and bargain at any time after the contracts were ratified (since re-opener bargaining occurs whenever one of the parties requests bargaining.) Yet, nine months after the SPOG contract was ratified and more than 1½ years after the SPMA contract was ratified, the City still has not asked the unions to come back to the table. The City should confirm to the Court what each of the re-openers are, and that it will promptly exercise each of the re-openers that were negotiated.

e. The City should confirm to the Court that it will ask the unions to agree to expand the scope of the negotiated re-openers to include additional topics. This approach provides the City with a way to move forward to address other contract terms that undermine accountability without waiting until the next round of bargaining.

f. Unless addressed in re-opener agreements, critical accountability issues in the contracts will continue until the City successfully negotiates future contracts. The SPMA CBA expires as of January 1, 2020, and the SPOG CBA expires as of January 1, 2021. The notice requirement can be triggered at any time and per State law, bargaining must be commenced at least five months ahead of the Mayor submitting a budget to the City Council. For SPMA, this means the parties must initiate bargaining no later than May 11, 2020 in order not to miss this window. The City should confirm to the Court a plan and schedule to initiate the next round of bargaining for both CBAs now or by May 11, 2020, (and demonstrate a commitment to bargain SPMA and SPOG accountability provisions together or at least in parallel) to avoid relying on terms of expired contracts and extending for several more years the current situation of problematic contract terms and an uncodified law. It is also important to note that the proposed timeline for delivery of the consultant team's report in the fall of 2020 means any of its recommendations may not be received in time to be incorporated into the City's bargaining agenda with SPMA.

4. Provide the Court a schedule for swiftly curing these problems and getting back into compliance with the Consent Decree. By the end of September, the City should:

a. Verify to the Court the implementation status of the accountability law provisions relevant to the Consent Decree and not impacted by bargaining.

b. Execute an MOA to address all inconsistent, ambiguous, or inaccurate language between the SPOG contract and City law not expressly intended.

c. Exercise all re-openers and nail down those terms so the Court and community can be confident that the negotiated terms further strengthen, and do not further weaken, the accountability system. Confirm that the City has requested that other problematic contract accountability system terms be addressed at the same time, and identify all of those that the City has requested be re-opened.

d. Request to ”meet and discuss” with the unions during the term of the contracts on certain issues. (The parties can mutually re-open bargaining, even in a limited fashion, or talk more informally to determine common interests short of/prior to formal bargaining.) Any agreements that result will be incorporated into MOAs that have the full force and effect as the contracts and are addenda to the contracts, which are then to be rolled into the next contracts.

e. Trigger notice requirements for the next round of bargaining. Ask to move forward to bargain accountability provisions of SPMA and SPOG together. See if there is an option to reduce the 180-day notice required by City law and contracts for this unique circumstance, as long as the other City law requirements of public hearing and accountability system input can be met in a shortened timeframe.

In sum, the CPC is concerned that the current proposed approach fails to adequately address the Court’s concerns and will lead to further unnecessary delays in achieving appropriate and long overdue disciplinary system reforms. We believe the City should take the steps outlined in this letter to more quickly achieve the reforms which the City told the public it was committed to implement and which were set forth in City law over two years ago. Lastly, we ask that the City, the Department of Justice, the Seattle Police Monitor, and the CPC come together to collaborate as envisoned by the Court’s order.