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July 07, 2016

Assistant Chief Craig Meidl  
1100 West Mallon Avenue  
Spokane, Washington 99260

**RE: Ombudsman's response to the Spokane Police Guild's Demand to Bargain**

Dear Assistant Chief Meidl,

This letter is in response to an email (forwarded to me by Major Justin Lundgren on June 09, 2016) which included a letter from John Griffin, Police Guild President, to yourself, dated May 27, 2016 and received on June 8, 2016. This letter was a follow up to an original request made in person in early April 2016 for all members of the Office of Police Ombudsman (OPO) to have access to Evidence.com to review body camera footage. This request was denied in writing by Lieutenant Steve Braun, Internal Affairs, on April 13, 2016, citing Guild and Spokane Police Division (SPD) Legal Counsel's (Mary Muramatsu) concerns. I filed an appeal to Director Jim McDevitt, copying yourself the same day, April 13, 2016. On April 21, 2016, the OPO (Ombudsman Bart Logue and Assistant to the Police Ombudsman Luvimae Omana) along with our attorney (Tim Szambelan) attended a meeting with you, Major Lundgren, and Mary Muramatsu in which a "solution" was proffered. That solution was that the OPO would have similar access to Evidence.com as the Prosecutor's Office, in which a single person would maintain the access and forward the appropriate evidence to the appropriate individuals within the office. This "solution" has yet to be implemented.

The Demand to Bargain is predicated upon the Guild's insistence that the Ombudsman is properly referred to as the OPO. The Guild incorrectly infers the Ombudsman is the OPO throughout the Demand to Bargain. The first line of the opening paragraph of Article 27 of the Spokane Police Guild Collective Bargaining Agreement (CBA) unambiguously defines the intended use of "OPO" throughout the section. It clearly states the OPO is the Office of Police Ombudsman. The CBA does not provide any other definition for OPO, nor does it ever singularly refer to the OPO as the Ombudsman. The Spokane Municipal Code (SMC) §04.32 also very clearly defines OPO as Office of Police Ombudsman. Furthermore, in the opening paragraph of the CBA, it provides, "The City and the Guild agree that the OPO and the Police Ombudsman Commission as set forth in Article 27 complies with and satisfies all of the requirements of the City Charter in effect on March 1, 2013." This includes the binding concurrence that the OPO is designated as the Office of Police Ombudsman and NOT more narrowly defined as the Ombudsman, which the Demand to Bargain suggests. The Demand to Bargain stating that the historical work of one person should change a SMC definition and binding CBA definition is without merit.

The SMC and the CBA clearly provide that the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes (see SMC

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§04.32.010(M) and CBA Art. §27(m)). In order to maintain compliance with both the CBA and governing law, I believe it is not only reasonable, but it is the OPO's legal right to have members of the office requiring access to have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes, which includes body camera footage. The Ombudsman has requested this access, been denied, appealed, had a solution proffered, and yet the SPD has still not fulfilled its obligations under the governing ordinance.

The OPO will be appropriately staffed as authorized by the Mayor and the City Council to properly fulfill its duties under the SMC. The Demand to Bargain states that the CBA does not "allow" for an Investigative Assistant. Neither does it prohibit it. In fact, the CBA appropriately takes no interest whatsoever in how the OPO is staffed, other than the position of Ombudsman. Neither the SMC nor the CBA covers any other position within the OPO, even though the position of Assistant to the Police Ombudsman has existed for years. There have also been numerous Interns which have volunteered and have historically worked in the OPO. These positions predate the CBA and the Guild did not voice opposition to their duties. If the Ombudsman desired to increase the staff of the OPO, the Ombudsman would make personnel requests to the Mayor and the City Council for approval, which is the appropriate approval mechanism to ensure that the OPO is staffed appropriately to fulfill its obligations under the SMC. The Guild's prohibition of OPO staff is unreasonable, without merit, and outside the scope and purpose of the Guild.

The only employee description or position in the SMC and the CBA in which there is concurrence from the city to bargain is the Ombudsman. Nowhere in the SMC or the CBA has the Guild been given the authority to direct or dictate the professional duties of the Assistant to the Police Ombudsman. The Demand to Bargain for professional duties of personnel outside of the SPD (other than the Ombudsman) is beyond the reach of the Guild and is currently hindering the professional work of the Ombudsman. The Demand to Bargain is concerned with the Assistant to the Ombudsman evolving more towards an investigative assistant vice Office Manager; however, this is also historically accurate. The Assistant to the Police Ombudsman has often been used for the purposes of a second set of eyes or a different opinion to fully inform the Ombudsman's decisions. Nowhere in the CBA are the internal processes of the OPO discussed. Rather, the CBA appropriately focuses on the interactions between the SPD and the OPO, and the correct process of appeals. It does not focus on how the Ombudsman will arrive at his/her decision. Therefore, the Demand to Bargain for the professional duties of the Assistant to the Ombudsman is unreasonable and without merit.

Human Resources (HR), per a request from the Ombudsman, is currently undertaking the process to properly categorize and compensate the position of Assistant to the Police Ombudsman. It remains unclear what category will be assigned to the Assistant to the Police Ombudsman, but indications point towards an analyst type of position. This classification will be assigned by HR, which is the appropriate office to define any changes to be made to professional duties of OPO personnel. When this classification is made, the final job description, a draft of which has been submitted to HR, will be available as well.

OPO staff or designees report to the Ombudsman. Any staffing change that may occur within the OPO is an administrative matter that falls outside the purview of both the SPD and the Guild. Any work that the OPO staff or a designee does involving investigative files will assist the Ombudsman in fulfilling the OPO's responsibilities under the ordinance. Final determinations are ultimately made solely by the Ombudsman. Every member of the OPO has signed confidentiality agreements as a condition of employment, in addition to another confidentiality agreement specific for viewing body camera footage

requested by SPD's legal counsel. Any information obtained from viewing body camera footage is subject to already agreed upon confidentiality agreements. Therefore, requesting access to body camera footage for appropriate staff only increases the Ombudsman's efficiency in turnaround within the OPO, but has no effect on the working conditions or discipline of any SPD employee.

Admittedly, body cameras were not utilized by the SPD during the last round of contract negotiations. However, both Internal Affairs (IA) and the Ombudsman have accommodated the additional workload involved with utilizing body cameras. Historically, the Ombudsman did not have the burden of watching real time video from multiple personnel in order to be thorough and arrive at a conclusion. Currently, in order to ensure a complaint was timely, thoroughly, and objectively investigated, the Ombudsman must review all available footage. This change significantly hampers the ability of the Ombudsman to respond to IA in the agreed upon and legally mandated five day window. For some complaints with multiple officers each wearing a body camera, the time required to view footage multiplies. It is unreasonable to expect one person in the OPO to potentially thoroughly review multiple cases, each involving multiple officers with body cameras with footage that is in real time, and maintain compliance with the SMC and CBA mandated five day turnaround. IA staff is unrestricted (other than the 180 day disciplinary rule) in the amount of time they have to review footage and thoroughly investigate cases. While the Guild believes the situation is an "anomaly that will correct itself," the implementation of body cameras has permanently changed the work load of the OPO as it was when the CBA was bargained.

Lastly, the Ombudsman fully intends on fulfilling the OPO's legally mandated duties. While review of the backlog and keeping up to date with current cases is a challenge, it is not up to the Guild to suggest what the workload of OPO personnel should be. The Ombudsman is not seeking an accommodation, but is merely requesting that the SPD comply with what has already been bargained and agreed upon, as reflected in both the CBA and governing law.

That being said, here are the responses to the Guild's questions in the Demand to Bargain:

**1. For what purpose will the Ombudsman's Assistant be reviewing video on evidence.com?**

Any work that the OPO staff or a designee does involving investigative files will assist the Ombudsman in fulfilling the OPO's responsibilities under the SMC. Such instances include:

- Assisting in determining whether preliminary investigation is required (SMC §04.32.030(B); CBA Art. §27(c))
- Reviewing IA investigations to assist and fully inform the Ombudsman's decision to certify a case as timely, thorough, and objective (SMC §04.32.030(E)(2); CBA Art. §27(f)(2))
- Fully informing the Ombudsman in determining whether a request for mediation is appropriate (SMC §04.32.030(D); CBA Art. §27(e))
- Assisting in making policy and procedure recommendations for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices (SMC §04.32.030(N); CBA Art. §27(n))

**2. What process, specifically, will the Ombudsman's assistant follow when reviewing video in evidence.com?**

A similar process as to any other user granted access to Evidence.com. Video will either be streamed or downloaded if streaming is unavailable. Links to video files will be provided upon request to other members of the OPO or the Office of Police Ombudsman Commission

(OPOC) in cases of appeal. Links will NOT be provided to personnel who are not members of the OPO or OPOC, and will never be provided to an individual who does not have a signed Confidentiality Agreement on file.

**3. What specifically will the Ombudsman assistant do with any information gleaned from reviewing video in evidence.com?**

Any work that the OPO staff or a designee does involving investigative files will assist the Ombudsman in fulfilling the OPO's responsibilities under the SMC. Please see instances listed in question number one.

**4. If the information gleaned from reviewing video in evidence.com is to be passed on to any other person(s), what format will that be done in? For example a summary or just listing the section of video that needs to be reviewed by the Ombudsman?**

It is inappropriate for the Guild to attempt to control or dictate the internal processes the Ombudsman will utilize in order to arrive at decisions based upon a thorough review of evidence. Information gleaned from any review of material may be provided to the Ombudsman, other members of the OPO, or the OPOC (in cases of appeal) in any format (conversational, hand written notes, digital, or hard copy). Nothing negates the Confidentiality Agreements that have been put in place between the SPD, the OPO, and the OPOC.

**5. The Guild requests acknowledgement that any review of video in evidence.com shall only be done in connection with a formal complaint and that no review of video will be done outside of that restriction.**

It is not appropriate for the Guild to place further restrictions than what has already been agreed upon, legally mandated, and bargained. The OPO agrees that no review of video will occur outside of the parameters set forth in the SMC and the CBA, instances of which are outlined in question number one.

The Guild's Demand to Bargain on positions external to SPD oversteps its scope and authority. Upon receipt of this response, I request that the SPD move to eliminate any further obstacles which impede the OPO from fulfilling its obligations under the SMC. The SPD should fulfill its obligations under the SMC and the CBA and provide the OPO unimpeded access to all complaint and investigative files for OPO Involved Investigations. I further request a formal response from the SPD executive staff as to my appeal to Lieutenant Braun's written denial dated April 13, 2016.

We all strive for the best police department for the citizens of Spokane. I welcome comments on how we can better work together to achieve this goal. Formalities aside, I would be willing to sit down and work on a mutually agreeable solution to the concerns of all parties.

Sincerely,



Bart Logue  
Interim Ombudsman  
City of Spokane, Office of the Police Ombudsman