

Jo Ann and Roger David Hardesty, Partners

Consult Hardesty 840 SE 166th Place, Portland, OR 97233 - (503) 957-4364 / (503) 944-5825

joannhardesty@gmail.com rdh@consulthardesty.com

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6 April 2015

Subject: COCL Compliance with DOJ Agreement & Ratified Collaborative Agreement w/ AMAC

Community Oversight Advisory Board (COAB) Community Members:

(We copy our DOJ 'partners,' and the [Albina Ministerial Alliance for Justice and Police Reform](#), from whom we also call for responsive action.)

We contend the (alleged COAB) public forum on 2 April offers further evidence that Compliance Officer Community Liaison (COCL) itself is not complying with the [Settlement Agreement](#) in USA v. City of Portland. In identifiable ways, COCL subverts COAB independence as described in the Agreement: "voting members of COAB are independent of the City and PPB" (143). COCL's suppression letter to COAB (See [COAB and COCL Roles and Responsibilities 3-27-2015](#).) offers sufficient evidence that COCL is not in accord with COAB self-governance. ('[Conflict of interest](#)' is presented to you inaccurately: COCL pushes COAB to adhere to City intentions. This phrase is in the Agreement to prevent members from taking economic advantage of your volunteerism.) In threats to make your emails public, COCL seeks to inhibit internal and public communication processes. By edict, public convening and in their [web site design](#), COCL intends to buffer public interaction and the free flow of community-based ideas.

Crucially, when COCL offered PPB a forum on 2 April - under the COAB brand - COCL seriously damaged COAB's community standing. Failing to derive specific report from PPB (identified below), COCL is not providing the exchange of information that would enable COAB the intelligence it requires to advise on matters at hand.

You have authority and responsibility to intelligently advise on a City intention to re-contract with researchers already in reciprocal ties with Portland police. We lay out below our contention that COCL has abrogated Agreement provisions, in order to prevent COAB from offering *informed* advice on data collection and analysis. The City has been historically reluctant to shed light on conditions: relying on 2013 survey methodologies and practitioners is to shake hands with long-held patterns and practices. COCL, a City agent, inhibits delivery of actionable intelligence to COAB, both from the community and PPB itself.

COCL took authority for an Agreement feature – public hearing – that has been reserved to COAB. COCL set a police-centric agenda and refused to let loose of it. The result was to mute COAB and provide ineffective, 120-second snippets of public involvement, following police advocates. COCL left police conduct effectively unquestioned at the City's forum. Public perception is largely that COAB placed a seal of approval on existing PPB conduct, and is idle and incurious. We believe this to be contrary to COAB's intended oversight and advisory role, and that retention of favorable public perception is crucial to the success of the work.

COCL has taken control of another COAB agenda item – consultation in community survey development – and will not let loose of it. COCL insists COAB be confined to "a re-vote on the original motion discussed at the March 12 COAB Meeting." (See [Letter to COAB members on PSU vote submitted 3-31-15](#).) Not a liaison, COCL emerged as a directorate. COCL plans not to permit debate

on new initiative, or assist in timely development of any effort but the City's. COCL even refutes consideration of current deficiencies PPB was ordered to report. COCL has not been a liaison, producing Agreement-mandated information that would enable COAB to offer highly-informed advice. Instead, COCL shepherds COAB to a decision the City attempted to legislate – without COAB consultation – on 21 May 2014. (You'll note, in [the original survey ordinance](#), PSU Criminal Justice Policy Research Institute (CJPRI) Director Renauer had been in discussion with Mayor Hales and Commissioner Fritz on the issue in 2013, and yet the 2014 survey contract offer was prepared *without* public input.) PPB and the City have relied on CJPRI to overtly [shape Portland community perceptions](#) since 2013 at least.

The City's initial, 2014 plan was tabled following Consult Hardesty testimony that the Agreement (146b) stipulates, "COAB, in conjunction with PPB, shall **consult with** community members" on these matters. COAB had not yet formed.

The Agreement values "Redefining and restructuring existing community input mechanisms to provide for independent oversight of the Agreement, while also enhancing PPB's current community outreach efforts" (ix). It establishes COAB to "leverage the ideas, talent, experience, and expertise of the community," and "contribute to the development and implementation of a PPB Community Engagement and Outreach Plan" (141).

Importantly, "COAB shall **review** PPB's prior community outreach efforts to contribute to the development of a new CEO Plan" (146c). Analysis of prior PPB outreach efforts would offer much to COAB as it contemplates survey design. COCL did not put 146b on the 2 April agenda. COCL confines the flow of information prior to the City's intention that COAB re-vote on the CJPRI re-contract. COCL instead perpetuated *existing* community input mechanisms. Having seen it in common practice, we term the COCL convening style the 'PPB download:' unchallenged propaganda followed by public testimony so time-constricted as to be meaningless, and without PPB response to introduced concerns. We contend substituting a forum for a hearing – at COCL's insistence – was intentionally designed to subvert "leveraging community ideas and expertise" to obtain improved outcomes. COCL is not complying with the Agreement in substantial ways.

Perhaps appeal can be made to the [Albina Ministerial Alliance Coalition for Justice and Police Reform](#). This Party to the Agreement initiated The People's call for investigation and redress. AMAC might give other Parties notice that conditions are rising toward - and intending on - 'substantial noncompliance.' We provide here the [Ratified Collaborative Agreement with the Albina Ministerial Alliance Coalition for Justice and Police Reform \(2013\)](#). COAB/COCL conducted the very call-out for their public forum in a manner that contravened processes and intentions the Parties envisioned.

Item 12: "The City shall give public notice of the public hearings described in Paragraph 146(b) of the Settlement Agreement. The City shall provide such notice at least two weeks prior to each such hearing, thereby affording AMA Coalition and the public at large the opportunity to attend and participate in the hearings." Did the City offer timely notice? Did the AMA observe the quality of public participation it bargained for?

COCL/COAB certainly did not hit the three-week goal AMAC valued so highly as to win a written covenant. Item 13: “The City agrees to use its best efforts to make the following information available with as much advance notice as possible, with a goal of three weeks, in one location on a City website: meeting times and locations of the [Training Advisory Council](#), the [Citizen Review Committee](#), the [Community/Police Relations Committee](#) and the Community Oversight Advisory Board; as well as all PPB audits and reports related to implementation of the Agreement and final drafts of all new or revised policies that are proposed specific to force, training, community-based mental health services, crisis intervention, employee information system, officer accountability, and **community engagement**.” (To this list of partisans, we might add the moribund [African American Advisory Council](#), which Chief Reese sought initially to have re-purposed into COAB.)

COCL demands COAB compliance, while leaving deficient City practices intact. COCL seeks no compliance in making actionable data publicly available as COAB sets about informing itself of existing conditions. We know the city website does not depict advisory board agendas. (CPRC, perhaps cognizant of Agreement stipulations, did post a 15 April 2015 Agenda. It does not reflect a task in 146d, “work to implement the 2009 PPB “Plan to Address Racial Profiling”, or intent to report such to COAB.) Follow the links above: these boards are not supplying the required information. [Dan Handleman](#) can probably report CPRC has not been consulting with PPB on “their analysis of community concerns regarding discriminatory Policing” (148), let alone reporting the results.

One particular report is imperative, in COCL’s rush to re-contract with CJPRI.

From Item 148 in the Agreement: “PPB shall continue to require that officers document appropriate demographic data regarding the subjects of police encounters, including the race, age, sex and perceived mental health status of the subject, and provide such information to the CPRC to contribute to their **analysis of community concerns** regarding discriminatory policing. **In consultation with the COAB** and CPRC, PPB shall consider enhancements to its data collection efforts, **and report** on its efforts to enhance data collection to the DOJ by no later than December 31, 2013, and quarterly thereafter.”

The Agreement went into effect on [29 August 2014](#), with Chief Reese and the Mayor waving a spreadsheet, alleging most reform had been completed. Not so: the PPB report on efforts to ‘enhance data collection’ is either unavailable, or COCL is not liaising so that COAB will refer to those efforts in their deliberations.

Admittedly, the enabling language is abstruse; specifying “no later than December 31, 2013, and quarterly thereafter.” Run the dates, and a PPB report was due **31 March, 2015**. COAB was seated 9 February 2015, at that point they became eligible to consult with PPB on alleged PPB enhancements in data collection. COCL did not set review of enhancement plans on the COAB agenda, instead preferring COAB to move forward with a CJPRI re-contract, absent intelligence from PPB as to cops’ studied analysis of community concerns. Acting in The People’s interests, and intending compliance with Item 148, COCL would have directed PPB to report them out by the deadline. COCL would have received public testimony and exposed PPB to COAB cross-examination as part of a 2 April 2015 hearing. Instead, in their Roles and Responsibilities notice (linked above) COCL asserts, “COAB is not authorized to investigate the Portland Police Bureau” (pg.

4). We contend oversight without access to mandated data is meaningless.

146(b) in the Agreement provides the rationale for a public hearing: “COAB, in conjunction with PPB, shall *consult with* community members (not only through PPB Advisory Councils and Roundtables) and hold at least two (2) public hearings, completed within 90 days of the COAB selection, in addition to the representative survey described above, to *gather public input* on PPB’s outreach efforts; the hearings shall be held in locations to ensure that PPB receives input from all parts of the Portland community,” (italics ours). To gather input without disclosing PPB findings was meaningless.

Such intelligence is crucial to properly advising on survey design. A public *hearing*, including cross-examination, was not on COCL’s agenda. Intelligence thus obtained would likely inform any decision to let yet another contract to CJPRI. COCL, by offering a police *forum*, is not complying with Agreement. How much non-compliance is ‘substantial’ non-compliance? COCL has set an implementation pathway that veers from the Parties’ stated needs. (AMAC was not alone in signing the Ratified Collaborative Agreement.) COCL bears down on an agenda arising from their own professional needs (contracting with CJPRI for work product). In doing so, it advances the perpetrator’s agenda, actively discourages effective community engagement, and structurally inhibits COAB independence.

We value ‘enhanced outreach efforts’ and contend analysis of such are part and parcel of superior survey design. Enhanced, transparent data collection is imperative to build trust in analysis of racial disparities in civil rights protections, a primary motivation for our engagement in reform. Audit of racially disparate policing practices formed significant impetus in public and AMAC calls for Federal intervention. Broad community engagement coalesced around it. Consult Hardesty is committed to liberating data analysis from sole, City-controlled purview. COCL, as the City’s agent, is unwilling to set a reform agenda. We contend it would be wise to get CJPRI collaborators out of data collection and analysis in the survey stage. If procedural justice is to benefit from reformed racial profiling data collection and analysis, it must offer elements of peer review and not be subject to provisions that the City can influence findings before release.

The Oregon Criminal Justice Commission began contracting with CJPRI to support the work of Oregon’s Law Enforcement Contacts Policy and Data Review Committee in 2005. (Justice DeMuniz began supervising an LECC contract with CJPRI in 2013.) In the decade since LECC was re-formed, CJPRI has influenced both data review and community relations, without influencing actual police practices. Procedural justice indicates that ‘appropriate’ data collection, as envisioned in the Agreement (148), need now arise from other, impartial researchers ... and that it be conducted with greater transparency and oversight.

A voting COAB member explained to our Minority Partner that, becoming aware that COAB was merely setting a stage for police propaganda, the member sought to convert the 2 April police forum agenda to that of a COAB-led hearing, and align it with 146(b). COCL Watson refused to countenance any change to the convening structure or mission, indicating it would be to PPB’s detriment to change their participation at late notice. Roger David countered, “Changing police

patterns and practices is precisely what COAB is intended to do.”

COAB Members, we suggest you immediately issue a press release, distancing yourself from the recent COCL-implemented police forum; explaining how the event was contrary to the work you’ve been assigned. It is important for you to retain public trust, demonstrate the body’s independence from unrepentant perpetrators of civil rights violations, and to apologize for not employing community input to influence intended police plans. At your 9 April convening (currently depicted as both a Town Hall, and to ‘re-vote’ the City’s intended contract with CJPRI) we suggest you direct City Council to table re-contracting with CJPRI until COAB receives the PPB/CPRC analysis of community concerns depicted above. COAB requires sufficient time to consider and offer enhancements to them. We encourage COAB to look to the DoJ [Diagnostics Center](#) and, in your advisory role, develop a results-oriented survey counter-proposal for City consideration. You might need to go around the COCL, but we suggest COAB members draft an ordinance whereby the City provides resources for COAB to take up its own initiative. COAB should develop and adopt a *COAB Community Engagement and Outreach Plan* ... to intentionally solicit public influence on your work.

Steering Committee Members of the Albina Ministerial Alliance Coalition, we encourage you to take action to implement accords outlined in your Collaborative Agreement. We ask you to also convey to the Parties that CJPRI need not be re-contracted prior to PPB compliance with their reporting requirements. Perhaps you would like to collaborate with COAB to model a community *hearing*, and make yourselves available for cross-examination in an effort to leverage community-based ideas, talent, experience, and expertise.

Department of Justice Partners (particularly the DC team, in the back room as Agreement was reached), we encourage you to testify at the 9 April COAB convening. Your publicly transparent role is now warranted. We’d like you to reflect on the above variances with the Agreement. We believe COAB needs your testimony on the degree of COAB independence you bargained for in the Agreement and, in particular, the degree to which COCL sets the COAB agenda and governs their public interactions. Your guidance on how to identify non-compliance and report it out is likely to make COAB oversight meaningful and trusted. We ask you to be prepared to discuss ongoing support for COAB that your Party described in the investigation phase, and describe resources the DoJ is prepared to make available. City staff have from initiation influenced COAB self-perception; COCL has not advocated for a budget to establish operational independence. COAB is relying on the Portland City Attorney: it’s time to discuss furnishing COAB with independent counsel. Finally, we encourage you to also offer yourselves as a model in a future community hearing.

For those not in attendance, we offer this [community-supplied video](#) as evidence of the 2 April PPB forum. It’s exceedingly boring ... until public disenchantment broke out. You might rely on [this reporting](#) as an executive summary.

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www.consulthardesty.com