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Prompt Enforcement - Binding Provisions in Settlement Agreement, USA v City of Portland

(Original submission via [online form](#).)

Victims have asked me to reach out to you, concerning 12 Oct 2016 out-of-policy, excessive use of police force, in suppression of public testimony to counter premature extension of a police union contract in Portland, Oregon.

I have, since the investigation phase, worked with a CRD team which culminated with a Settlement Agreement in USA v City of Portland, [Case No. 3:12-cv-02265-SJ](#). On 25 October, the team will present annual status report to US District Court. In preparation, they filed a 2016 Settlement Agreement Compliance Assessment (the [press released it](#), last I looked it's not on the DoJ site). From pg. 100: "The City is considering a new collective bargaining agreement with the PPA that addresses, in part, the 48-hour rule, but does not address all aspects of the pending accountability issues." Pg. 101: "As we noted in last year's report card, we recognize that many portions of the Agreement will not only take time to implement, but may require changes to collective bargaining agreements, city code, and/or current city policies."

I will note that all avenues of public participation have been suppressed by local perpetrators of unconstitutional use of force: the Human Rights Commission, the Community Police Relations Commission and - importantly - the Federally mandated Community Oversight Advisory Board (all referenced in the Agreement) have been 'on hiatus.' I will also note the above Agreement details expected, 'enhanced' community outreach and engagement practices, pointedly regarding development of police policy. (Citations available.)

Aware that perpetrators deemed body-worn camera policy 'mandatory' for bargaining, some credit should go to justice advocates who – locked out of traditional access points – and facing swift trajectory from back-room-deal to passage by Council, began militant response. They marched to City Hall. Unable to get a meeting with the Mayor/Police Commissioner, they camped in place. In the interim, they educated themselves and prepared testimony.

You will undoubtedly receive further complaint from victims via this submission form. You'll likely receive testimony that police continue their failure to observe de-escalation and 'sanctity of life' directives. Violent police action, in what AAG [Perez intended to be an era of reform](#), is atrocious. That perpetration came immediately following receipt of \$10,000,000 in police bounties and salary increases is politically distasteful. What I hope will prompt the AG to swift action is that, having closed all avenues of community engagement, the police action was employed to clear a public space, established by The People for open deliberation: Council serially refused to allow public comment in that space, prior to passage of a CBA with our police union. I hope you will share free speech concerns, AND prompt CRD participants to plead with the court to void a union contract passed in repressive, anti-democratic conditions and contrary to the Settlement Agreement.

Remedy in the Settlement Agreement was to come, in part, from transparent community engagement. During the initial phase, investigators claimed they would 'partner' with participants, in ongoing reform implementation. Frankly, CRD has retreated behind the scenes, attending primarily and delicately to local government process when in public. It has proved insufficient. (The 2016 Assessment indicates 'Non-compliance' in Community Engagement. This can be seen as a result of failure by CRD strategy to overcome perpetrator reluctance to do so.) Legitimacy in the DoJ endeavor requires CRD to now make the case that Settlement Agreement provisions are binding, and not merely aspirational.

On 5 October, [AG Lynch at Howard University](#) echoed subject matter experts. She clearly advocated that justice pursuit for #BlackLivesMatter requires concerted, local involvement. I assert Portland has mounted the peak manifestation of such. I urge timely DoJ intervention: I have difficulty conveying the rupture to reform - and perceived DoJ legitimacy - if perpetrators are allowed to not only circumvent, but violently suppress community engagement. The current CBA with our police union is set to expire in June, 2017: allowing retreat to non-public negotiations to subvert the above CRD reform aspirations until 2020 is a tragedy I find on par with the broken arm and injuries sustained via Sabre Red chemical weaponry at the steps of City Hall.

Plead for Judge Simon to void the bargain. Empower the Community Oversight Advisory Board with resources (OJP white papers, subject matter experts) to convene Town Halls. Justice advocates must have opportunity to contend that body-worn camera policy is 'permissive' in bargaining agreements; to contend that broad dialogue on police union contracting must permit airing of pent-up demand for consideration of whistle-blower protection, failure of civil authority to prevail in orders of discipline, and state-of-the-art employee evaluation systems in negotiations.

With expectancy of haste,

Roger David Hardesty