

## **COLLABORATIVE AGREEMENT**

This Agreement is made and entered into by and among the undersigned: United States of America (“United States”); City of Portland (“City”); and Albina Ministerial Alliance Coalition for Justice and Police Reform (“AMA Coalition”) (hereinafter “Parties”).

### **I. Introduction**

1. The United States and the City value the significant and meaningful contributions of the AMA Coalition to ongoing efforts of the City’s Portland Police Bureau (“PPB”) to safely and effectively provide policing services to the entire Portland community. Policing must be consistent with the Constitution and laws of the United States. The United States and the City acknowledge the strengths of the AMA Coalition, its individual members and member groups, to facilitate communication with the broader Portland community and to advocate for community policing. Accordingly, the Parties enter this Collaborative Agreement to utilize these strengths while addressing concerns raised by the AMA Coalition.

### **II. Background**

2. The United States initiated a civil action against the City pursuant to 42 U.S.C. § 14141, *United States v. City of Portland* (Case No. 3:12-cv-02265-SI). The United States and the City filed with the Court a proposed Settlement Agreement (“Settlement Agreement”) designed to resolve the United States’ Complaint upon the successful implementation of that Settlement Agreement. When used in this Collaborative Agreement, terms that are defined in the Settlement Agreement shall have the meanings assigned to them in that Settlement Agreement.

3. AMA Coalition moved to intervene in the United States' civil action (the "Motion"). The Court has granted AMA Coalition enhanced amicus status. The Court denied the AMA Coalition's Motion to intervene by right or permission in the remedy phase, and has reserved judgment on whether AMA Coalition may intervene in the merits phase of this action.

4. The Court has encouraged the Parties, including the AMA Coalition, to engage in mediation to attempt to reach agreement on possible revisions to the proposed Settlement Agreement in order to address, among other things, AMA Coalition's objections to the proposed Settlement Agreement.

5. The Parties have engaged in mediation in an effort to reach agreement on the proposed Settlement Agreement.

6. This Collaborative Agreement permits the United States and the City to proceed with the implementation of the Settlement Agreement, while preserving AMA Coalition's enhanced amicus status and right to bring a separate civil action, if at all, to address causes of action not within the scope of the United States' Complaint.

### **III. Material Provisions**

7. The AMA Coalition recognizes the Settlement Agreement presents an opportunity for systemic change within the PPB. The AMA Coalition will not object to the acceptance of the Settlement Agreement by the Court. However, the AMA Coalition and its members may still offer comment to the Court at a hearing on consideration of the Settlement Agreement, including any specific requests to strengthen or broaden the scope of the terms of the Settlement Agreement.

8. The AMA Coalition agrees to advocate for the implementation of the Settlement Agreement reforms that the AMA Coalition supports. The AMA further agrees to oppose any attempts to weaken or dilute the Settlement Agreement reforms that the AMA Coalition supports.

9. The Parties acknowledge that the Settlement Agreement does not preclude the City from making additional changes to its policies, training, practices, procedures, and oversight mechanisms of IPR and PPB. The AMA Coalition shall continue to work to improve policy, practices, and accountability within the PPB.

10. The City shall provide the earliest possible and ongoing opportunity for the AMA Coalition to participate in the process the City adopts for selecting candidates for the Compliance Officer and Community Liaison (“COCL”).

11. The Parties agree that the City may adopt a different process than that described in Settlement Agreement Paragraph 145 for selection of the at-large members of the Community Oversight Advisory Board (“COAB”). The alternative process shall be designed to fairly afford an opportunity to all persons who live, work, or are enrolled in school in Portland and over the age of 15 to serve on the COAB. The City shall provide an opportunity for public participation, including AMA Coalition participation, in any alternative process the City adopts. The City shall consult with the Parties prior to the adoption of any alternative process.

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.

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.

14. The AMA Coalition agrees to work in partnership with other entities to support the COAB's community outreach described in Paragraph 146 of the Settlement Agreement.

15. Within one year of the Effective Date of the Settlement Agreement, representatives of the United States and the City shall meet in-person with counsel and representatives of the AMA Coalition to discuss the City's progress in implementation of the Settlement Agreement and any concerns that the AMA Coalition has regarding implementation. The City will invite the COCL to attend this meeting. Information discussed at the meeting will not be confidential.

#### **IV. General Provisions**

16. The Parties agree that nothing in this Collaborative Agreement shall be construed as an admission of wrongdoing by the City or evidence of liability under any federal, state, or municipal law.

17. This Collaborative Agreement shall constitute the entire integrated agreement of the Parties with respect to the specific terms of this Collaborative Agreement. No prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. If, in the course of interpreting this Collaborative Agreement, there is an ambiguity that cannot be resolved by the Parties or in mediation, evidence including the Parties' course of dealing and parol evidence may be used.

18. This Collaborative Agreement is enforceable only by the Parties. No person or entity is, or is intended to be, a third-party beneficiary of the provisions of this Collaborative Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Collaborative Agreement.

19. The Parties shall notify each other of any court or administrative challenge to this Collaborative Agreement. In the event any provision of this Collaborative Agreement is challenged in any City, county, or state court, removal to a federal court shall be sought by the Parties.

20. This Collaborative Agreement is not intended to impair or expand the right of any person or organization seeking relief against the City, PPB, or any officer or employee thereof, for their conduct or the conduct of PPB officers; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from city, state, or federal law. This Collaborative Agreement does not expand, nor will it be construed to expand, access to any City, PPB, or DOJ document, except as expressly provided by this Collaborative Agreement, by persons or entities other than DOJ, the City, and PPB. All federal and state laws governing the confidentiality or public access to such documents are unaffected by the terms of this Agreement.

21. Nothing in this Agreement requires the City to disclose documents protected from disclosure by the Oregon Public Records Law.

SO AGREED

FOR THE UNITED STATES:

\_\_\_\_\_  
S. AMANDA MARSHALL  
United States Attorney  
District of Oregon

Date: \_\_\_\_\_

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division  
JONATHAN M. SMITH  
Chief, Special Litigation Section

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LAURA L. COON  
Special Counsel

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R. JONAS GEISSLER  
Senior Trial Attorney

\_\_\_\_\_  
T. JACK MORSE  
Trial Attorney

FOR THE CITY:

\_\_\_\_\_  
CHARLIE HALES  
Mayor  
City of Portland

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES VAN DYKE  
City Attorney  
City of Portland

FOR THE AMA COALITION FOR JUSTICE AND POLICE REFORM:

\_\_\_\_\_  
DR. LEROY HAYNES  
Chairperson  
AMA Coalition

Date: \_\_\_\_\_