

IMPACT STATEMENT

Legislation title: *Authorize an intergovernmental agreement with Portland State University for \$83,522 for surveying services (Emergency Ordinance)

Contact name: Ellen Osoinach

Contact phone: (503) 823-4047

Presenters name: Ellen Osoinach

Purpose of proposed legislation and background information:

The City is undertaking efforts focused on strengthening initiatives already underway to ensure that encounters between police and persons with perceived or actual mental illness, or experiencing a mental health crisis, do not result in unnecessary or excessive use of force. The ability of police officers to protect themselves and the highly diverse communities they serve is largely dependent on the quality of the relationship they have with those communities. Public and officer safety, constitutional policing, and community trust and confidence in its police force are, thus, interdependent.

A baseline level of public trust and confidence in the Police Bureau must be established in order to determine whether community engagement and changes in police policy and procedure lead to improvement or erosion in that public trust. Portland State University has provided similar survey and data analysis services for the Police Bureau in the past and is well-suited to provide such services on this project.

Council passed Ordinance No. 185736 on November 14, 2012 to authorize the Mayor to execute an agreement with the U.S. Department of Justice (DOJ) in response to findings from an investigation completed by the DOJ the previous year. The DOJ Agreement was submitted to the District Court for its approval in January 2013, and the Court approved it almost eighteen months later on August 29, 2014. Despite the extended delay in the court proceedings, the City moved forward to implement the reforms in the DOJ Agreement.

The DOJ Agreement has many metrics for evaluating the impact of implementation, one of which is a survey of the Portland community regarding its perceptions of the police bureau's community outreach and accountability efforts. Council passed Ordinance No. 186015 on May 8, 2013 authorizing an intergovernmental agreement with Portland State University (PSU) to provide survey and analysis services for the purpose of establishing some baseline information prior to implementation. PSU completed the first of what was contracted to be a series of three surveys of community perceptions in 2013. This first survey helped establish a baseline understanding.

On May 21, 2014, Council directed that any further contracts for surveying services related to the DOJ Agreement be delayed until the Compliance Officer/Community Liaison (COCL) and Community Outreach and Advisory Board (COAB) were in place.

On January 7, 2015, Council authorized a contract with Rosenbaum and Watson, LLP to serve as the COCL. On January 26, 2015, all COAB members were selected and seated. The DOJ Agreement requires the City, in consultation with the COAB, to conduct a community survey no later than ninety days after COAB selection (i.e. no later than April 26, 2014). COCL Dennis Rosenbaum and his team evaluated the methodology of PSU's survey work from 2013. Dr. Rosenbaum presented to the COAB his findings and recommendation that the City contract with PSU again for providing survey services. The Board and COCL discussed general survey needs

and those specific to the PSU Contract. There was agreement that the COCL and COAB need to remain involved in the development of survey questions and analysis of results. A subcommittee of the Board has been established to focus on survey matters. On March 12, 2015, the COAB voted 7-4 in favor of having PSU perform survey services in the manner described by the COCL.

In order for survey work to begin by April 26, 2014, this contract must be executed without delay.

Financial and budgetary impacts:

The not-to-exceed amount of this agreement is \$83,522 beginning when it is signed by both parties and terminating on September 30, 2016, unless amended. Adequate General Fund appropriations to use for this specific item were authorized by City Council in the FY 2012-13 Winter Budget Monitoring Process (BMP). Those funds will be moved to the Mayor’s Office in the FY 2014-15 Spring BMP.

No revenue will be generated or reduced as a result of this legislation.

No positions will be created, eliminated, or reclassified in the current year as a result of this legislation.

No positions will be created, eliminated, or reclassified in future years as a result of this legislation.

Community impacts and community involvement:

There was and continues to be extensive public involvement and discussion regarding the City’s response to the U.S. Department of Justice (DOJ) investigation and the resulting Agreement; COAB meetings are open to the public; the COAB subcommittee will continue to be engaged with this and additional survey methods and focus groups to ensure a sample that is inclusive of various groups who may not be easily reached through this particular survey. The subject of this ordinance has received and will continue to receive public involvement through the efforts of both the COCL and the COAB.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES: Please complete the information below.
- NO: Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

Overview of Survey Efforts relevant to the Settlement Agreement

Prepared by the Compliance Officer
and Community Liaison (COCL) Team

In preparation for the COAB meeting on March 12, 2015, this document provides background material for the agenda item titled "Community Surveys." At the COAB meeting, Dr. Rosenbaum will summarize the proposed survey efforts outlined in this document and seek input from COAB members.

Settlement Specifications

The Settlement agreement refers only to one annual survey. Paragraph 146 (a) states:

"Within 90 days of the COAB selection, the City, in consultation with [the] COAB, will conduct a reliable, comprehensive, and representative survey of members of the Portland community, including civilians and PPB officers, regarding their experiences with and perceptions of PPB's prior community outreach efforts and accountability efforts and where those efforts could be improved, to inform the development and implementation of the CEO Plan."

We draw several conclusions from this statement and from other statements within the Settlement:

First, we are interpreting this to mean that a community survey must be started by April 26th, 2015. This will be extremely difficult, but not impossible, assuming we work closely with the COAB's Community Outreach and Engagement Subcommittee and the City to finalize these plans.

Second, to ensure that any surveys are conducted in a professional and scientific manner, the COCL is planning to take a lead role in assisting the City and COAB in the development, implementation, and reporting on this and other surveys. We have more than 3 decades of survey experience.

Third, in light of plans by the COCL and DOJ to assess the degree of compliance with the Settlement requirements as well as the impact of these changes on the Portland Police Bureau (PPB) and on Portland's communities, we envision multiple surveys, with different purposes, as delineated below.

Types of Surveys

The Annual Community Survey of Police Services

To avoid confusion with Portland's existing "Annual Community Survey" which covers a broad array of city services, here we will refer to the Settlement survey as the Annual Community Survey of Police Services. The first survey is intended as a baseline and will measure the public's "experiences with and perceptions of PPB's prior community outreach efforts and accountability efforts and where those efforts could be improved" (Settlement Agreement, Paragraph 146a).

However, this community survey can, and should serve the related purpose of measuring the public's confidence in PPB officers' ability to handle public encounters appropriately and the public's view of the PPB as a legitimate government authority. On page 4, the Settlement states:

"The Parties further recognize that the ability of police officers to protect themselves and the community they serve is largely dependent on the quality of the relationship they have with that community. Public and officer safety, constitutional policing, and the community's trust in its police force are, thus, interdependent."

The Settlement's definition of the police-community relations problem is highly consistent with a growing body of scientific literature that underscores the importance of police legitimacy for gaining the cooperation and support of the community. This research also shows how procedural injustice (during encounters) undermines police legitimacy. In this regard, the perceptions and experiences of African American and Latino communities are especially important, given the history of problematic encounters, and should be given special attention in this survey.

Hence, repeating the Annual Community Survey of Police Services will provide a vehicle to capture the public's experiences with PPB officers and their overall trust and confidence in the PPB as an organization, thus allowing the COCL and DOJ to assess the impact of PPB Settlement reform efforts on these larger goals.

The methodology being proposed involves a citywide random sample of approximately 1000 Portland residents, with oversampling of African American and Latino communities. The purpose of oversampling is to obtain an adequate sample of respondents in each subgroup, thus permitting a breakdown of the findings. The sample will receive reminder post cards and surveys by mail, with the option of completing a web-based survey.

A preliminary draft of the survey instrument is enclosed. COAB members are encouraged to make suggestions for new or revised survey questions during the meeting on March 12th, 2015. The survey draft is currently fairly long, but surveys questions can be deleted and others added. Questions marked with an asterisk have not been asked in previous surveys of Portland.

PPB Officer Survey

The Settlement language noted earlier (paragraph 146a) also requires that a survey be conducted to ascertain the views and experiences of PPB officers. To achieve this goal, the COCL is planning a separate baseline survey of PPB personnel in year 1, administered with the support of the PPB administration. In addition to measuring officers' views of PPB's community outreach efforts and accountability, it will capture aspects of police culture that may be impacted by the reforms, such as attitudes toward the community and views about use of force. We propose that the PPB Officer Survey include some survey questions previously validated by the National Police Research Platform. However, additional settlement-specific questions should be added by the COAB, COCL, and other parties.

The methodology for the PPB Officer Survey would involve officers completing anonymous online surveys hosted on an external web survey platform. Only the COCL team will have access to the survey responses in order to encourage candid responses. We have successfully employed this methodology in 100 American cities.

A preliminary draft of the survey will be shared with the COAB's Community Outreach and Engagement Subcommittee. This survey should be started by April 26th as required in paragraph 146 (a).

Partnership Survey

As part of the COAB's responsibility to "contribute to the development and implementation of a PPB Community Engagement and Outreach Plan ("CEO Plan")" (paragraph 141), we are recommending that a separate Partnership Survey be funded by the City to measure PPB's current relationships with organizations throughout the city of Portland.

Community, business and service organizations would be asked to describe the nature and extent of their collaboration with the PPB and to evaluate the quality of those relationships. This Partnership survey, along with the Annual Community Survey of Police Services described above, will assist the COCL and COAB in determining how well the PPB is engaged with other organizations and is working in partnership “to resolve neighborhood problems.” (paragraph 146).

The methodology for this survey will involve compiling a list of several hundred organizations in Portland that may have some contact with the PPB. The sample would then be invited to participate in a web-based or telephone survey. A partner survey conducted by Portland State University is enclosed as a starting point for discussion.

Mental Health Contact Survey

DOJ’s finding of a pattern or practice by the PPB of using excessive force on individuals with actual or perceived mental illness is at the heart of the Settlement. Hence, it is only appropriate to systematically reach out to individuals within this group who have had a recent contact with the police to evaluate the quality of treatment they received and determine whether police performance improves over time. Hence, we see the Mental Health Contact Survey as an ongoing effort, where letters are mailed weekly to relevant persons asking them to complete a web or voice interactive (telephone) survey. We have used this methodology successfully in more than 50 cities to ask crime victims and people stopped by the police about their recent encounters with the police. Through various research projects, we have developed a wide array of survey questions, but we also welcome additional ideas from the mental health community and the COAB.

Survey Subcontract and Timeline

We are recommending that the City subcontract with Portland State University to conduct the Annual Community Survey of Police Services and the Partnership Survey. The COCL will take full responsibility for the PPB Officer Survey and the Mental Health Contact Survey, with some funding needed for the latter.

At the February 9th meeting of the COAB one person voiced concern about hiring PSU, claiming that the PSU researchers are too close to the PPB and as a result, their previous community survey report was biased in favor of the PPB and did not give sufficient attention to the responses of the African American community. Dr. Rosenbaum has taken this matter very seriously and upon conducting an independent investigation, has reached the following conclusions:

First, the PSU researchers are highly regarded and skilled in survey research. As police researchers they have conducted research on police legitimacy, use of force, racial profiling and related matters. Second, the PSU researchers have no family members working for the PPB or other apparent conflicts of interest. They have been trained and certified in the ethical conduct of research and their PPB research proposals have been approved by the independent Institutional Review Board at PSU – a group deeply concerned with the fair and equitable treatment of all human research participants. The PSU researchers are tenured professors, so their job security is not in question and have no need to impress anyone;

Finally, we believe the results reported are accurate and scientifically valid, but we would disagree with the manner of presentation. The report tends to give more attention to positive findings than to results that could be viewed as negative. Nevertheless, results that are not so rosy are clearly evident throughout the report. For example, a large percentage of Portland residents reported in 2013 that Portland Police officers “use more physical force than necessary” when dealing with racial or ethnic minorities (45%) and when dealing with people experiencing a mental health crisis (50%). These are sizeable numbers.

Another presentational issue is that the report does not provide a breakdown of minority responses, distinguishing African American from Latino or other responses. This is not unusual when minority subsamples are too small to produce reliable estimates. (The Portland population includes only 6.1% African Americans and 9.2% Latinos). However, given the concerns about PPB interactions in minority communities, we agree that a breakdown of minority responses should be reported in the future, which will require additional oversampling in minority communities. More attention to the smaller group of dissatisfied community members will shed more light on the issues articulated in the Settlement.

In sum, Dr. Rosenbaum and Dr. Watson have full confidence that the PSU team can execute these new surveys with high integrity, and we will take responsibility for analyzing and reporting the results in a manner that addresses community concerns. To reassure those in the community who have concerns, the COCL team will do the following: (1) we will oversee the sampling and data collection process used by PSU; (2) COCL, with help from the COAB, will produce the final survey questions; (3) COCL will work with PSU to jointly analyze the data, prepare tables, and produce the survey reports; (4) the COCL team will ensure that attention is paid to minority communities and youth when describing the results, since prior research indicates that these segments of the community are the least satisfied with the police.

In addition to the reasons stated above, we believe there are compelling reasons to work with PSU team under this Settlement:

- PSU can carefully replicate the methodology used in the previous community surveys. The COCL team strongly recommends using many of the original survey items and methods so that prior results can be used as a baseline, as these data were collected prior to the implementation of the majority of Settlement reforms.
- The 90 day period for starting the Annual Community Survey of Police Services (April 26th, 2015) cannot be achieved if we start from scratch with another survey organization. Implementation of the survey would be delayed 60 to 90 days; and even then, it is uncertain whether the sampling and recruitment processes could be replicated with sufficient integrity to ensure comparability of the samples over time.
- We do not believe there is anyone in the Portland area that is more qualified and with the same capacity to organize quickly with the right sampling strategy and survey methodology. Also, we are familiar with survey research on this subject around the world and the survey questions used by PSU are cutting edge.
- If a PSU subcontract is submitted to the City Council on March 18th, it would not be reviewed by the Council until April 1st. This would leave only a few weeks to get the citywide survey up and running. PSU is prepared to start immediately.

Other Methods

To be clear, our efforts to assess PPB compliance and community impacts or inform PPB's Community Engagement Plan, will not be limited to surveys. Indeed, we encourage the COAB to reach out to the community in other ways to evaluate the success of Settlement-related PPB reforms or gain ideas about the direction or content of PPB's Community Engagement Plan. The COCL team, for example, will be conducting in-person interviews and focus groups to discuss issues relevant to police services, accountability, and transparency. Persons with lived experience of mental illness and people of color will be invited to participate, and well as other stakeholders.

INTERGOVERNMENTAL AGREEMENT
between
The City of Portland
and
Portland State University

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (City) and Portland State University (PSU).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

The City of Portland has a Settlement Agreement with the United States Department of Justice related to police reform. The Settlement Agreement requires the City, in consultation with a community oversight and advisory board (COAB), to conduct a “reliable, comprehensive, and representative survey of members of the Portland community, including civilians and PPB officers, regarding their experiences with and perceptions of PPB’s prior community outreach efforts and accountability efforts and where those efforts could be improved”.

Multiple strategies, including interviews with persons who have had contact with police, a citywide random survey, and focused surveys with police officers and partnership agencies, will be necessary to ensure the City’s efforts are “comprehensive and reliable”. This IGA addresses only two strategies—the citywide random survey, including community members who have had contact with the police, and the partnership survey.

For the citywide random survey, PSU will conduct a citywide random sample of approximately 1000 Portland residents, with significant oversampling of African-American and Latino communities using a survey instrument created with input from the Compliance Officer and Community Liaison (COCL), the COAB, PSU, and the City.

PSU will also conduct a partnership survey of organizations that regularly work with the Portland Police Bureau (with input from the COAB and COCL). The Community Partner Survey will use a similar methodology as in the 2013 survey of 489 organizations. The survey will be an online survey administered twice, beginning in June of 2015 and repeated again in June of 2016.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on the date of execution by both parties. Costs may be incurred from the date of last signature. Unless earlier terminated or extended, this IGA shall expire on September 30, 2016.

2. Statement of Work. The Statement of work, (the “Work”) including the delivery schedule for such Work, is contained in Attachment A. PSU agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. City of Portland agrees to pay PSU an amount not to exceed the fixed price amount of \$83,522 (\$44,980 in 2015 and \$38,542 in 2016). Payment schedule is shown in Attachment B. The not to exceed amount for this agreement is based on the budget which is provided as Attachment C.
4. Project Representatives. Each party has designated a project manager. All communications required under or related to this IGA shall be directed to the following individuals as appropriate:

City of Portland

Project Manager: Deanna Wesson- Mitchell
 Organization: City of Portland
 Mayor’s Office
 Address:

1221 SW4th Ave., # 340
 Portland, OR 97204

Phone: 503-823-4277

Email: Deanna.wesson-
 mitchell@portlandoregon.gov

Portland State University

Project Manager: Brian Renauer, Ph.D.
 Organization: Portland State University
 Criminal Justice Policy Research Institute
 Address:

P.O. Box 751
 mailcode (ORSP)
 Portland, OR 97207-0751

Phone: 503-725-8090

Fax: 503-725-5162
 Email: renauer@pdx.edu

COCL

Dennis Rosenbaum
 Rosenbaum and Watson, LLP
 4316 Arthur Ave
 Brookfield, IL 60513-2308

Phone:

Email: dennisrosenbaum3@gmail.com

PSU Contact for contractual matters:

Jennifer Ward, Associate Director
 Portland State University
 Sponsored Projects Administration
 PO Box 751 (SPA)
 Portland, OR 97207-0751

Phone: 503-725-9900

Email: awards@pdx.edu

5. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA less all Attachments, Attachment A - Statement of Work, Attachment B - Payment Schedule, and Attachment C – Estimated Budget. All Attachments are hereby incorporated for reference.
6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor is authorized to execute any amendments to this agreement.

7. Project Manager. The City's Project Manager for this project is the Mayor's Public Safety Policy Director, currently Deanna Wesson-Mitchell. The Project Manager, in consultation with the COCL, shall have the authority to extend the term of the agreement or make other no cost changes to the contract that does not increase the City's risk. The Project Manager also is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other City actions referred to herein. The COCL will oversee the work of PSU and advise the Project Manager as to the acceptability of the work performed.
8. Termination. This agreement may be terminated by either party on 30 days written notice of such termination to the other party.
9. Payment on Early Termination. In the event of termination, the City shall pay PSU for work performed in accordance with the agreement prior to the termination date.
10. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties.
11. Conflict of Interest. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employees who participated in the award of this Agreement shall be employed by PSU on this project during the period of the Agreement.
12. Non-assignment. This Agreement shall not be assigned or transferred to another party without the express written consent of the City's Project Manager.
13. Funds Available and Authorized. The City certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within the City's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on the City receiving appropriations, limitations, or other expenditure authority.
14. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
15. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
16. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for any cause.
17. Ownership of Work Product.

A. All sets of de-identified data collected under this agreement shall be jointly owned by PSU, COCL, and the City. Neither party shall release or otherwise share the raw data or compiled datasets with any third party outside of PSU, COCL, or the City, except with the prior written consent of each party.

B. The Principal Investigators (PIs), along with PSU students under the direct supervision of the PIs, maintain the right to conduct scholarly research using the data collected under this agreement and to disseminate their findings through academic venues (e.g., journal articles, books, conference presentations, internet research sites: hereafter referred to as research reports). This right is subject to the following conditions:

1. Future publications will only include aggregate findings – no individual City Employee, community organization, or citizen will be personally identified.
2. Without first obtaining prior permission, PSU agrees to not identify the research site, City, and COCL in any and all papers and future publications submitted to peer-reviewed outlets.
3. The PIs will provide the City the opportunity to review and comment upon all substantively distinct research future publications resulting from this work prior to publication or presentation through external venues. The period of review shall be no longer than 21 days from the date of receipt by the City.
4. If the City provides written feedback to the PIs during the 21-day period, the PIs agree to either incorporate the feedback into the report or present the City's response to the future publications in a publicly available forum (e.g., posting of response to the website for the Criminal Justice Policy Research Institute).

C. COCL and the City also maintain the right to conduct research using the data collected under this agreement and to disseminate their findings, along with findings from reports produced by the PIs, through community, professional, and academic forums.

D. Notwithstanding any other term of this agreement, the City's and PSU's obligations under this IGA are subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410-192.505.

18. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript and determining payment.

19. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this intergovernmental agreement.
20. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties and causes of action of any kind or character arising directly from this IGA, including the costs of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives. Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified Party giving the indemnifying Party prompt notice of the Claim and all reasonable and necessary cooperation and assistance. Neither PSU nor any attorney engaged by PSU shall defend a claim in the name of the City without City's prior written consent, nor purport to act as legal representative of the City, without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor shall PSU settle any claim on behalf of the City without the advanced written approval of the City. Neither the City nor any attorney engaged by the City shall defend a claim in the name of PSU without PSU's prior written consent, nor purport to act as legal representative of PSU, without first receiving from PSU, in a form and manner determined appropriate by PSU, authority to act as legal counsel for PSU, nor shall the City settle any claim on behalf of PSU without the advanced written approval of PSU.
21. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
22. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

City of Portland

By: _____

Name: Charlie Hales

Title: Mayor

Date: _____

By: _____

Name: Mary Hull Caballero

Title: Auditor

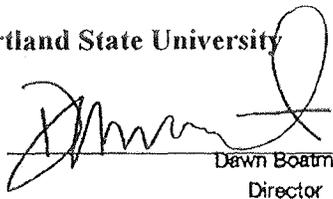
Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

Date: _____

Portland State University

By:  _____

Name: _____
Director

Sponsored Projects Administration
Portland State University

Title: Contract Officer

Date: 3/25/15

Attachment A Statement of the Work

Brian. C. Renauer, Ph.D.
Kimberly Kahn, Ph.D.
Mark Leymon, Ph.D.

Principal Investigator
Co-Principal Investigator
Co-Principal Investigator

The Contractor shall provide the City those services set out below:

1. Citywide Random Survey
 - a. Using survey questions created in collaboration between the Compliance Officer and Community Liaison (COCL), the COAB, the City, and PSU, PSU shall conduct a random citywide survey of members of the Portland community.
 - b. PSU shall replicate the sampling procedures they used in 2013, paying continued attention to sizeable oversampling of African-American and Latino communities. The survey should include at least 1000 completions per wave.
 - c. PSU shall conduct four mailings consisting of a postcard, first mailing, reminder letter, and second mailing. All costs for printing, stuffing, and mailing will be paid by City of Portland.
 - d. Data collection should begin no later than April 26th, 2015.
 - e. PSU shall tabulate the survey responses in collaboration with the COCL and prepare a methodology report describing the methods, procedures, and disposition of the sample.

2. Partnership Survey
 - a. Conduct a partner survey of organizations that regularly work with the Portland Police Bureau (PPB) (with input from the Community Oversight Advisory Board and COCL). The Community Partner Survey will use a similar methodology as in 2013 which surveyed 489 organizations. The survey will be an online survey administered twice, beginning in June of 2015 and repeated again in June of 2016. Several reminders will be mailed to the sample.
 - b. With input from the COCL and COAB, the Community Partner Survey questions will focus on content areas such as:
 - i. Type(s) of Contact their Organization Had with PPB in the Past Year
 - ii. Frequency of Collaboration with PPB
 - iii. Changes in Frequency of Contact with PPB
 - iv. Quality of Relationship with PPB
 - v. PPB's Performance in Organizational Relationship-Building
 - vi. Direct Observations of How PPB Officers Interact with Person/People Organization Serves
 - c. Analysis of the results and a final report of the above survey will be developed with input the COCL.

Attachment B Payment Schedule

Portland State University shall provide the services set out above in accordance with the schedule set out below:

The City of Portland shall pay Portland State University an amount not to exceed of \$83,522 (\$44,980 in 2015, and \$38,542 in 2016) for work performed in accordance with the terms of this IGA. The payment is full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services described in the IGA and pursuant to Attachment A.

The City of Portland will pay Portland State University as follows on an annual basis:

1. An initial invoice for half of the 2015 funds (\$22,490) shall be submitted to the Project Manager upon funds being released to the City. A second invoice in 2015 for the remaining half (\$22,490) shall be submitted upon the delivery of the tabulated survey responses to the City.
2. An initial invoice for half of the 2016 funds (\$19,271) shall be submitted to the Project Manager upon funds being released to the City. A second invoice in 2016 for the remaining half (\$19,271) shall be submitted upon the delivery of the tabulated survey responses to the City.

The City will pay the amount within 30 days of the invoice date.

Attachment C Estimated Budget

PI: Brian Renauer
Project Title: Portland Police Bureau Survey Research
Sponsor: City of Portland

Category	Year 1	Year 2	Total
Salaries & Wages	23,402	24,104	47,506
Fringes	6,296	6,485	12,781
Total Personnel	29,698	30,589	60,287
Experian Mailing Addresses	6,000		6,000
Total Direct Costs	35,698	30,589	66,287
Indirect Costs	9,282	7,953	17,235
Total Contract Costs	44,980	38,542	83,522

REFERRED TO COMMISSIONER OF
FINANCE AND ADMINISTRATION

ORDINANCE No.

*Authorize an Intergovernmental Agreement with Portland State University for \$83,522 for survey of the Portland community regarding perceptions of the Police Bureau community outreach and accountability efforts (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City is undertaking efforts focused on strengthening initiatives already underway to ensure that encounters between police and persons with perceived or actual mental illness, or experiencing a mental health crisis, do not result in unnecessary or excessive use of force.
2. The ability of police officers to protect themselves and the highly diverse communities they serve is largely dependent on the quality of the relationship they have with those communities. Public and officer safety, constitutional policing, and community trust and confidence in its police force are, thus, interdependent.
3. A baseline level of public trust and confidence in the Police Bureau must be established in order to determine whether community engagement and changes in police policy and procedure lead to improvement or erosion in that public trust.
4. Portland State University has provided similar survey and data analysis services for the Police Bureau in the past and is well-suited to provide such services on this project.
5. Council passed Ordinance No. 185736 on November 14, 2012 to authorize the Mayor to execute an agreement with the U.S. Department of Justice (DOJ) in response to findings from an investigation completed by the DOJ the previous year.
6. The DOJ Agreement was submitted to the District Court for its approval in January 2013, and the Court approved it almost eighteen months later on August 29, 2014.
7. Despite the extended delay in the court proceedings, the City moved forward to implement the reforms in the DOJ Agreement.
8. The DOJ Agreement has many metrics for evaluating the impact of implementation, one of which is a survey of the Portland community regarding its perceptions of the police bureau's community outreach and accountability efforts.
9. Council passed Ordinance No. 186015 on May 8, 2013 authorizing an intergovernmental agreement with Portland State University (PSU) to provide survey and analysis services for the purpose of establishing some baseline information prior to implementation.
10. On May 21, 2014, Council directed that any further contracts for surveying services related to the DOJ Agreement be delayed until the Compliance Officer/Community Liaison (COCL) and Community Outreach and Advisory Board (COAB) were in place.

11. On January 7, 2105, Council authorized a contract with Rosenbaum and Watson, LLP to serve as the COCL.
12. On January 26, 2015, all COAB members were selected and seated.
13. The DOJ Agreement requires the City, in consultation with the COAB, to conduct a community survey no later than ninety days after COAB selection (i.e. no later than April 26, 2014).
14. COCL Dennis Rosenbaum reviewed PSU's survey work from 2013 and recommended the City contract with PSU again for surveying services so long as the COCL and COAB remained involved in the development of survey questions and analysis of results. The summary of the recommendation presented to the COAB is attached as exhibit A.
15. On March 12, 2015, the COAB voted 7-4 in favor of having PSU perform survey services in the manner described by the COCL.
16. In order for survey work to begin by April 26, 2014, this contract must be executed without delay.
17. This agreement will be funded by existing General Fund resources that were appropriated specifically for this purpose.

NOW, therefore, the Council directs:

- a. That the Mayor and Auditor of the City of Portland are hereby authorized to execute an agreement between Portland State University and the City of Portland as detailed in a form substantially in agreement with the contract attached as exhibit B.
- b. The Mayor is hereby authorized to execute any subsequent amendments to this agreement, provided such agreements do not increase the City's financial obligation or risk. Any agreements or modifications that increase the City's financial obligation or risk must be authorized by the Portland City Council.

Section 2. The Council declares an emergency exists because delay in proceeding with this agreement will unnecessarily increase the risk that the City may not meet a deadline imposed by the DOJ Agreement. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council:

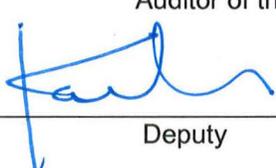
Mayor Charlie Hales
Prepared by: Deanna Wesson-Mitchell
March 25, 2015

Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
Title

*Authorize an intergovernmental agreement with Portland State University for \$83,522 for surveying services (Ordinance) ^{of}
the Portland community regarding perceptions of the Police Bureaus community outreach and accountability efforts

INTRODUCED BY Commissioner/Auditor: Mayor Charlie Hales	CLERK USE: DATE FILED MAR 27 2015
COMMISSIONER APPROVAL	LaVonne Griffin-Valade Auditor of the City of Portland
Mayor—Finance and Administration - Hales	 By: _____ Deputy
Position 1/Utilities - Fritz	
Position 2/Works - Fish	
Position 3/Affairs - Saltzman	
Position 4/Safety - Novick	
BUREAU APPROVAL	ACTION TAKEN:
Bureau: Mayor's Office Bureau Head: <i>Charlie Hales</i>	APR 01 2015 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION
Prepared by: Deanna Wesson-Mitchell Date Prepared: March 24, 2015	
Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Council Meeting Date April 1, 2015	
<input checked="" type="checkbox"/> City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter <i>ECO</i>	

AGENDA
TIME CERTAIN <input checked="" type="checkbox"/> Start time: 10:30
Total amount of time needed: 1 hour (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input type="checkbox"/> Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	1. Fritz	
2. Fish	2. Fish	
3. Saltzman	3. Saltzman	
4. Novick	4. Novick	
Hales	Hales	