

PSU SURVEY & ANALYSIS RE DOJ SETTLEMENT

IF YOU WISH TO SPEAK TO CITY COUNCIL, PRINT YOUR NAME, ADDRESS, AND EMAIL.

NAME (print)	ADDRESS AND ZIP CODE	Email
✓ Lightning	_____	_____
✓ JOE WATKINS	_____	
✓ JoAnn Hardisty		
no Crystal ELINSKI		
✓ DAN HAROLDMAN		
no Charles JOHNSON		

May 14, 2014

Dear City Council Members,

I apologize for not being able to make it here today to speak with you. I am out on sick leave from Portland State University.

The purpose of this statement is to just reiterate the history and reasons behind having the public survey of attitudes that was started last year and why it's important to continue it going forward.

The DOJ settlement agreement asks that the city to, "assist the Parties and the community in determining whether, (2) community trust in PPB has increased; and (3) the improvements will be sustainable."

And Page 52 of the settlement agreement authorizes the City to conduct a representative survey of the Portland community, "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."

Our approach to address these settlement requirements has been to use best practices in survey research to create a representative sample. For example, we used the same sampling company as the City Auditors Office uses, we chose questions derived from national studies of police trust and legitimacy, and we oversampled select census tracts to increase responses from communities of color, which matched their proportion of the population.

Last year we met with City Council member Amanda Fritz, representatives of Mayor Hales office, the DOJ liaison, and other representatives of the regular DOJ meetings to present our methodology and questionnaire. We included their feedback in the methodology and questionnaire. All parties agreed that it was important to start the survey soon because the Bureau was already making policy changes that could have an impact on public attitudes. Thus, the survey was started last year to gather an important baseline benchmark, which the new survey proposal before you can assess changes overtime.

We are open to incorporating a supplemental methodology to address representation among communities of color. To examine changes in attitudes over time we still need to replicate the exact methodology from last year to create a valid study. But, we are open to exploring a supplemental methodology if the "COAB" desires such an approach.

I thank you for your time and hope that you weigh the importance of keeping this survey project of citizen attitudes towards PPB ongoing in order to examine the impact of PPB reforms as the settlement agreement asks.

Sincerely,

Brian C. Renauer, Ph.D.  
Chair, Criminology & Criminal Justice Division  
Portland State University

Portland, Oregon  
**FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT**  
**For Council Action Items**

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Kim Garcia	2. Telephone No. (503)823-0763	3. Bureau/Office/Dept. Police/Fiscal Svcs.
4a. To be filed (date): April 23, 2014	4b. Calendar (Check One) Regular    Consent    4/5ths <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	5. Date Submitted to Commissioner's office and FPD Budget Analyst: April 23, 2014
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed

**1) Legislation Title:**

Authorize an Intergovernmental Agreement with Portland State University to provide survey and analysis services (Ordinance)

**2) Purpose of the Proposed Legislation:**

This legislation authorizes an agreement between the City and Portland State University (PSU) in which they will provide survey and data analysis services to the bureau. It would benefit the bureau to establish a baseline level of data by which subsequent reports can be measured to mark improvement on service metrics. The survey and analysis services provided by PSU will constitute the baseline data.

**3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?**

- |   |                                    |                                    |                                |
|---|------------------------------------|------------------------------------|--------------------------------|
| <input type="checkbox"/> City-wide/Regional                           | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast                            | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East  |
| <input type="checkbox"/> Central City                                 |                                    |                                    |                                |
| <input checked="" type="checkbox"/> Internal City Government Services |                                    |                                    |                                |

**FINANCIAL IMPACT**

**4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.**

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

**5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense?**

Adequate General Fund appropriations for the Police Bureau to use for this specific item were authorized by City Council in the FY 2012-13 Winter Budget Monitoring Process.

**6) Staffing Requirements:**

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?**

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

- **Will positions be created or eliminated in *future years* as a result of this legislation?**

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

**PUBLIC INVOLVEMENT**

**7) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:**

- YES:** Please proceed to Question #8.
- NO:** Please, explain why below; and proceed to Question #9.


There was extensive public involvement and discussion regarding the City's response to the U.S. Department of Justice (DOJ) report; this ordinance is a technical implementation of the suggested response and required no additional public involvement.

**8) If "YES," please answer the following questions:**

- a) **What impacts are anticipated in the community from this proposed Council item?**
- b) **Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?**
- c) **How did public involvement shape the outcome of this Council item?**
- d) **Who designed and implemented the public involvement related to this Council item?**
- e) **Primary contact for more information on this public involvement process (name, title, phone, email):**

**9) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.**

No future public involvement is anticipated or necessary for this Council item.



MICHAEL REESE, Chief of Police

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**The City of Portland**  
**and**  
**the State Board of Higher Education**

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (City) acting by and through its Bureau of Police (PPB) and the State Board of Higher Education acting by and through Portland State University (PSU).

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

**PURPOSE**

On November 14, 2012, Council approved a settlement agreement with the U.S. Department of Justice (DOJ) in response to findings from a report completed by the DOJ earlier in the year. The settlement agreement necessitates a baseline level of data by which subsequent reports can be measured to mark improvement on the stated issues.

By this IGA, PSU shall provide analysis services to meet the requirements of the DOJ settlement agreement.

**GENERAL PROVISIONS**

1. Effective Date and Duration. This IGA is effective on July 1, 2014 or 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 June 30, 2017.
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. PPB agrees to pay PSU an amount not to exceed the fixed price amount of \$180,000, \$60,000 annually over a three year period, as appropriated for the bureau's response to the DOJ settlement agreement. Payment schedule is shown in Attachment B.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or related to this IGA shall be directed to the appropriate individual.

**Portland Police Bureau**

Project Manager: Capt. Michael Marshman  
Organization: City of Portland  
Bureau of Police  
Address:  
1111 SW 2<sup>nd</sup> Ave., Rm 1552  
Portland, OR 97204  
  
Phone: 503-793-9070  
Fax: 503-823-0292  
Email:  
Michael.marshman@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 (CUPA)  
Portland, OR 97207-0751  
  
Phone: 503-725-8090  
Fax: 503-725-5162  
Email: [renauer@pdx.edu](mailto:renauer@pdx.edu)

PSU Contact for contractual matters:  
Timothy L. Rinner,  
Grants and Agreements Officer  
Portland State University  
Sponsored Projects Administration  
PO Box 751 (SPA)  
Portland, OR 97207-0751  
Phone: 503-725-3418  
Email: [trinner@pdx.edu](mailto:trinner@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 and Attachment B, and Payment Schedule. 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.
- 7. Project Manager. The City's Project Manager for this project is Capt. Michael Marshman. The Project Manager 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.
- 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 PPB 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 and the PPB. Neither party shall release or otherwise share the raw data or compiled datasets with any third party outside of PPB or PSU, 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. Reports will only include aggregate findings – no individual PPB Employee, community organization, or citizen will be personally identified.
2. Without first obtaining prior permission, PSU agrees to not identify the research site, City, or PPB in any and all papers and reports submitted to peer-reviewed outlets.
3. The PIs will provide PPB the opportunity to review and comment upon all substantively distinct research reports 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 Chief of Police and Project Manager.
4. If the Chief of Police, Project Manager, and/or other designated PPB reviewer provides written feedback to the PIs during the 21-day period, the PIs agree to either incorporate the feedback into the report or present PPB's response to the report in a publicly available forum (e.g., posting of response to the website for the Criminal Justice Policy Research Institute).

C. PPB also maintains 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. This right is subject to the following condition: PPB agrees to cite the individual PIs and PSU in all substantive written reports and presentations using the collected data.

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 Bureau of Police**

By: Michael Reese

Name: Michael Reese

Title: Chief of Police

Date: 4/25/14

By: \_\_\_\_\_

Name: LaVonne Griffin Valade

Title: Auditor

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

**Portland State University**

By: Jennifer L. Ward

Name: Jennifer L. Ward  
Associate Director

Title: Contract Officer Sponsored Projects Administration

Date: 4/14/14  
Portland State University

APPROVED AS TO FORM  
~~APPROVED AS TO FORM~~

[Signature]

City Attorney, City of Portland  
**CITY ATTORNEY**

Date: 4/16/14

## Attachment A

### Statement of the Work

Brian. C. Renauer, Ph.D.  
Kimberly Kahn, Ph.D.  
Kris Henning, Ph.D.

Principal Investigator  
Co-Principal Investigator  
Co-Principal Investigator

The Contractor shall provide the Portland Police Bureau those services set out below:

1. Conduct a neighborhood survey of citizens of Portland (with input from the Community Oversight Advisory Board) for the purpose of determining:

- a. Perceptions of prior community outreach efforts,
- b. Perceptions of prior accountability efforts,
- c. Perceptions of police legitimacy,
- d. How to improve police legitimacy in the community,
- e. Other items as mutually agreeable to both parties.

2. Conduct an analysis of individuals who have experienced contact with the police and compare their attitudes with individuals who have not had direct police contact.

The analysis should:

- a. Explore differences in satisfaction with the police.
- b. Explore differences in views surrounding the legitimacy of police.
- c. Explore differences between individuals who have initiated contact with the police and individuals who have been contacted by the police but did not request such contact.

3. Conduct additional analysis of the Community Outreach and Engagement plan. This work will not exceed \$5,000 in costs associated annually.

Analysis of the results of the above surveys will be developed collaboratively with the PPB and PSU working to help inform the development and implementation of the PPB's Community Engagement and Outreach Plan ("CEO Plan") in accordance with the Department of Justice settlement. Work shall include:

- a. Reports Analyzing the results of each of the above surveys and providing recommendations on how to use the findings to improve community/police relations. These analysis will be delivered to the PPB and COAB in the form of written reports.
- b. Presentations on the findings of each report to the Community Oversight Advisory Board (if request).

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

Work shall be performed on a schedule to be determined by the final signed agreement between the City of Portland and U.S. Department of Justice.

## **Attachment B**

### **Payment Schedule**

The Portland Police Bureau shall pay Portland State University an amount not to exceed of \$180,000, \$60,000 annually, 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 Portland Police Bureau will pay Portland State University as follows on an annual basis:

1. An initial invoice shall be submitted to the Project Manager upon funds being released to the PPB. The first invoice shall be for \$30,000.
2. A second invoice shall be submitted upon the delivery of the final (fourth) report to the PPB. The invoice shall be for \$30,000.

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



FUNDING AGENCY:	Portland Police Bureau	Indirect Rate:	Varies
PI:	Brian Renauer	Salary Increment:	2.0%
TITLE:		Tuition Increment:	6.0%
PROJECT PERIOD:	07/01/2014-06/30/2017		

Cost Category	Name	Monthly Salary	FTE / Percent	Months	Year 1	Year 2	Year 3	Total
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Note: The Budget Office publishes a sheet with AVERAGES on it, the numbers below are from that sheet.

	Unclassified		Classified
Variable OPE consists of:			
Retirement	23.00%		25.25%
Social Security	6.20%		6.20%
Medicare	1.45%		1.45%
Mass Transit	0.60%		0.60%
State Accident Insurance Fund	0.10%		0.10%
Unemployment	0.30%		0.30%
<b>Total Variable OPE</b>	<b>31.65%</b>		<b>33.90%</b>
Fixed OPE consists of:			
Medical/Dental	1,220		1,274
Other	4		6
Based on the above rates:			
Salary	122,220		52,056
Variable OPE	38,683		17,647
Fixed OPE	11,016	9 months	11,520
<b>Combined OPE rate</b>	<b>40.7%</b>		<b>56.0%</b>



REFERRED TO COMMISSIONER OF  
FINANCE AND ADMINISTRATION

ORDINANCE No.

Authorize an Intergovernmental Agreement with Portland State University to provide survey and analysis services to meet the requirements of the Department of Justice settlement agreement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. 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 a report completed by the DOJ earlier in the year.
2. The Police Bureau is undertaking efforts targeted to strengthen 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.
3. 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 and confidence in its police force are, thus, interdependent.
4. 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.
5. 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.
6. At this time it is beneficial to enter into an agreement with Portland State University to meet the City's survey needs.

NOW, therefore, the Council directs:

- a. That the Chief of Police 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 A.
- b. The Chief of Police 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.

Passed by the Council:

Mayor Charlie Hales  
Prepared by: Kim Garcia  
April 14, 2014

**LaVonne Griffin-Valade**  
Auditor of the City of Portland  
By

Deputy

Agenda No.  
**ORDINANCE NO.**  
Title

Authorize an Intergovernmental Agreement with Portland State University to provide survey and analysis services (Ordinance)  
*to meet the requirements of the Department of Justice settlement agreement*

<p><b>INTRODUCED BY</b> Commissioner/Auditor: <b>Mayor Charlie Hales</b></p>	<p>CLERK USE: DATE FILED <u>MAY 09 2014</u></p>
<p><b>COMMISSIONER APPROVAL</b></p> <p>Mayor—Finance and Administration <i>Hales</i></p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Novick</p>	<p>LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> Deputy</p>
<p><b>BUREAU APPROVAL</b></p> <p>Bureau: Police Bureau Head: Michael Reese <i>Michael Reese</i></p> <p>Prepared by: Kim Garcia Date Prepared: April 14, 2014</p> <p>Financial Impact &amp; Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date <b>May 14, 2014</b></p> <p><b>City Attorney Approval:</b> required for contract, code, easement, franchise, comp plan, charter <i>6</i></p>	
<p><b>ACTION TAKEN:</b></p> <p><b>MAY 14 2014 PASSED TO SECOND READING</b>    <b>MAY 21 2014 9:30 A.M.</b></p> <p><b>MAY 21 2014 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</b></p>	

**AGENDA**

**TIME CERTAIN**   
Start time: \_\_\_\_\_

**Total amount of time needed:** \_\_\_\_\_  
(for presentation, testimony and discussion)

**CONSENT**

**REGULAR**   
**Total amount of time needed: 5 min**  
(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	