
From: Roger David Hardesty <rdhardesty@centurylink.net>
Sent: Thursday, October 13, 2016 3:30 PM
To: philipjames73@hotmail.com
Cc: 'JoAnn Hardesty'
Subject: For COAB Consideration - Appeal to Judge Simon to Void PPA Contract

Philip ~

ACLU Oregon has [made a case](#) that Council passage yesterday, of a collective bargaining agreement with PPA, is legally intertwined with camera policy. I can't find the specific quote: OPB reported Kimberly McCullough's contention, that language in the enabling ordinance bridged the connection, even though language in the actual contract may not have made this obvious. Without community input, Council and the PPA agreed camera policy was 'bargainable.'

I'm unable to attend the work group this evening, due to mobility challenges. I sure hope there will be time in your agenda to raise my request for consideration. I understand you have a lot on your plate.

I contend Judge Simon should be asked to void the PPA contract.

Council in 2012 agreed to implement a Community Engagement Outreach Plan, via [SA 146g ii](#). It specifically permits COAB to provide information to the PPB on "recruitment, selection, training, promotion ..."

"PPB shall collect and maintain all data and records necessary to facilitate and ensure transparency and wide public access to information related to PPB decision

making and activities ..." according to SA159. Embedding proposed body-worn camera policy in the ordinance (and, I contend, dissemination of the PPA contract itself) was not conveyed with transparency; I doubt access was widened by any means. First posted on a Friday, with no public announcement, the 70-page PPA Contract was presented for passage the following Wednesday. This is the problematic, standard operating procedure, pre-reform, with the added feature of return to unannounced, secret bargaining). As far as I know, that was the moment proposed camera policy was unveiled.

"The Chief shall post on PPB's website final drafts of all new or revised policies that are proposed specific to ... officer accountability." He "shall allow the public an opportunity for notice and comment, prior to finalizing such [proposed] policies." (SA 170)

Portland Police Bureau “believes that the use of on-body cameras by police officers can improve community relationships, build trust and enhance officer accountability.” [HERE](#) I’m sure Council made many statements, proposing cameras for their erstwhile accountability function. Yet no one allowed comment on the proposed policy, or the wisdom of anchoring it in collective bargaining.

PPB shall copy COCL on new or revised policies, who is then to seek timely input of members of the community. (SA 169) Did COCL report PPB non-compliance, of camera policy non-disclosure, in a timely matter? (SA162)

Into the weeds: SA 73 seeks revision to policies concerning review of After Action Reports. It considers cases of “inadequate reports.” Council refusal to act in accordance with the CEO Plan prevented disclosure to and subsequent testimony by the public. There is rousing concern in the press *and* public, on PPA contract provision allowing officers open-ended timelines to see video prior to making reports. Search for inadequacy in existing policy must logically transfer to introduction of new policy. Shut out of the Community Police Relations Committee (has not only subverted racial profiling reform, but also) prevented community concerns on viewing video prior to report from being offered, let alone responded to. Judge Simon must be convinced by your testimony that Council is far from “providing necessary support ... to enable PPB to fulfill its obligations under this Agreement.” (I 7) By suppressing CPRC, COAB & the Human Rights Commission, Council not only avoided PPB CEO provisions; it eliminated community concerns from public debate ... in a new but identifiable pattern of practices.

Arrests, broad community unrest, have been a result. Protest was the only logical response to ‘recessed’ community involvement structures. The very premise of the Agreement was to “increase public confidence in PPB in a *collaborative* manner.” (SA pg. 4, italics mine) Judge Simon must be convinced this Agreement is binding, as per I 4. As an advisory board, you must be given your defined role; to establish public confidence, and demonstrate collaborative policy development. It may be wise to advise CPRC be ‘un-recessed,’ and made to deliberate community ‘input.’ The court must assert PPB’s community outreach efforts be *enhanced*, to “promote community confidence.” (SA IX, italics mine.) The parties have conspired to prevent COAB and the entire pre-existing apparatus from leveraging “ideas, talent, experience, and expertise of the community” when a secretly-derived PPA contract anchors new policy implementation in a fixed way. (SA 141)

Or so I say.

Roger David Hardesty, co-author of COAB precursor ... the drafted [Civilian Compliance & Reform Authority](#)