Office of Mayor Charlie Hales
City of Portland

CITY OF PORTLAND
REQUEST FOR RESUMES AND LETTERS OF INTEREST TO SERVE AS COMPLIANCE OFFICER AND COMMUNITY LIAISON

I. Introduction

The City of Portland seeks qualifications from experienced individuals able to serve as a Compliance Officer and Community Liaison (COCL) to assess the City's implementation of a Settlement Agreement . The Settlement Agreement strengthens initiatives already begun by the City to ensure that encounters between the City's police officers and persons experiencing mental illness do not result in an unreasonable use of force. The full and sustained implementation of the Agreement is intended to protect the constitutional rights of all members of the community, continuously improve the safety and security of the people of Portland, keep police bureau employees safe, and increase public confidence in the City's police bureau, all in a cost-effective, timely, and collaborative manner. To access information about the Settlement Agreement and the City's implementation to date, please visit the DOJ tab on the Portland Police Bureau's website.

II. Background

In July of 2011, the United States began a 14-month investigation of the City's policing practices. In September of 2012, the United States reported its finding that most uses of force they reviewed were constitutional. But they did find reasonable cause to believe that systemic deficiencies in the City's policy, training, and supervisory oversight mechanisms had resulted in a pattern or practice of police officers using unreasonable force against persons who have or are perceived to have mental illness. The United States sued the City of Portland in United States District Court for the District of Oregon (Case No. 3:12-cv-2265). The United States and City reached a proposed Settlement Agreement to remedy the identified problems.

On February 18, 2014, U.S. District Judge Michael Simon will conduct a Fairness Hearing to determine whether to accept the

Settlement Agreement as a fair, adequate, and reasonable resolution to the problems identified in the complaint. The City will not enter into a contract with the successful applicant unless the Court accepts the Settlement Agreement. To access key documents in the case and information about the Fairness Hearing, please visit the court's website.

III. Scope of Work

The COCL will synthesize data and gather input from the public to create reports about the City's compliance with the Agreement for the City Council, Department of Justice (DOJ), and the public. The COCL is not attached to any one City office, is wholly independent of the police bureau, and shall be responsive to the entire City Council, the public, and DOJ. A detailed description of the COCL's specific duties is set forth in the Agreement at paragraphs 74-77, 85-88, 95, 141-144, 149, 154, 160-169, 173-176.

IV. Period of Performance

The City intends to enter into a **professional services contract** with the successful applicant; the COCL will **not** be an employee of the City. The term of the COCL contract will expire once the Settlement Agreement is terminated. The Settlement Agreement will be terminated once the City has substantially complied with all provisions of the Agreement and maintained substantial compliance with all provisions for one year. The United States and the City anticipate that the City will have substantially complied with all provisions of the Agreement ***no later than*** October 12, 2017.

V. Funding

The City is prepared to negotiate a contract with the selected applicant, which will not exceed $240,000 annually.

VI. Work Performed by the City

The Portland Police Bureau (PPB) has assigned a Compliance Coordinator to oversee the action items listed in the Agreement. The Compliance Coordinator will respond to requests from the COCL and service requests for information and data from the City. The COCL will need to supply their own administrative support for the Community Oversight Advisory Board (COAB), which will be created as part of the duties of the COCL outlined in the Agreement and necessary reporting.

VII. Place of Performance

Services will be performed primarily at the COCL's facility. Periodically, the City may provide temporary work space for specific tasks/work deemed necessary for completion of this project. The COCL must be available for regular in-person contact during the week and on short notice due to the established timelines in the Agreement. Attendance at community meetings, including during the evening and on weekends, may be required.

VIII. Selection Process

The selection process has three distinct phases and is expected to take approximately six months from beginning to end. The City will involve diverse community organizations throughout the process.

Phase 1 consists of a review of submitted materials and an extensive interview process. Phase 1 should be completed by March 2014. **The City requires any community member who participates in Phase 1 activities to keep applicant information strictly confidential.**

Phase 2 consists of the public introduction of three potential candidates and a thirty-day public comment period which is required by the Settlement Agreement. Phase 2 should be completed by April 2014.

Phase 3 involves candidate selection and contract negotiation. The anticipated start date for the COCL is **June 2014.**

Because the City is a public body, records submitted to it are presumed to be subject to public disclosure under Oregon's public records law unless an exemption applies. The City recognizes that disclosure may deter qualified persons from applying if names and applications materials are publicly disclosed during Phase 1. In order to encourage such persons to apply, the City will oblige itself in good faith pursuant to ORS 192.502(4) not to publicly disclose the names and application materials of candidates who do not move on to Phase 2 if they include the following statement on their application materials: **"I am submitting to the City application materials for the COCL position on the condition that they be kept confidential from public disclosure."**

The COCL will hold a position of public trust that demands a high degree of personal integrity. In addition, the COCL may receive information obtained from criminal justice information systems (CJIS) or may have unescorted access to secure areas, such as police precincts, where CJIS computers are housed. In order to bolster public

trust and comply with federal and state laws regarding CJIS, the City will require applicants to pass a background check prior to being moved to Phase 2.

IX. Submission Requirements

Interested individuals should provide a resume and letter of interest describing: (a) current or recent experience relevant to the tasks described in the Settlement Agreement; (b) how the applicant meets the minimum qualifications; (c) whether the applicant possesses any of the desired qualifications; and (d) other personnel whom the applicant may employ. The resume and letter must not exceed 10-pages having 1-inch margins and 12-point Arial or Verdana font. Applicants must also describe methodology and answer a supplemental question in a document that must not exceed 5-pages having 1-inch margins and 12-point Arial or Verdana font. Submit application materials to cocl@portlandoregon.gov.

Minimum Qualifications: Demonstrated expertise in the following three areas:

- Police practices
- Crisis intervention
- Community engagement

Supplemental Question: Mental illness affects people of every race, sex, age, national origin, socioeconomic status, religion, and sexual orientation. In order to have credibility and trust in all segments of the community, the COCL must have an awareness of and respect for the diversity of people in the Portland community. In addition, the COCL must be or should become well informed about the challenges of persons experiencing mental illness, and the local dynamics surrounding the provision of mental health care and other social services. Describe in detail your knowledge, skills, and background in working with diverse segments of the community, including relevant work with people experiencing mental illness or people in crisis.

Desired Qualifications: Previous experience with several:

1. effectively managing complex projects;
2. law enforcement policies, practices, and data regarding use of force;

3. service delivery systems for persons experiencing mental illness;
4. engaging the community in public processes and incorporating their feedback into actionable information;
5. appearing in legal proceedings as a judge, monitor, counsel or expert witness;
6. directly managing or overseeing police personnel;
7. engaging community members interested in policing issues;
8. evaluating processes for supervisors and managers who oversee accountability in a large organization;
9. working with people experiencing mental illness and/or other disabilities;
10. working with leaders and/or elected officials in changing the culture and outcomes of a large organization;
11. assessment of compliance with court-enforceable settlement agreements;
12. auditing the performance of large organizations via written reports;
13. collaboration with multiple stakeholders including federal agencies, municipal employees, collective bargaining units, elected officials and community advocates;

Methodology: The methodology for assessing police performance is still at an early stage, and there is no complete set of statistical tools and techniques for measurement and analysis. Based on your review of the Settlement Agreement and your experience, please describe the processes and methodology you would use to review the City's compliance with the Settlement Agreement.

Personnel: Please describe any areas of expertise in which you may want to employ the assistance of others and provide their names and qualifications.