

**Fact Sheet for the Memorandum of Agreement (MOA)
between the City, PPA, and USDOJ**

- The parties to the MOA are the United States (U.S.), the City of Portland (City), and the Portland Police Association (PPA).
- The parties share the goal of ensuring that the City and its police officers deliver police services to the people of Portland in a safe, effective manner that conforms to the Constitution and laws of the United States.
- During the extended mediation process, the City was able to provide the PPA helpful details about reforms we've already enacted as well as plans for future implementation of reforms in the DOJ Settlement Agreement.
- As a result, the parties were able to negotiate a memorandum of agreement that resolves most of the collective bargaining objections of the PPA.
- The PPA retains their bargaining rights as to implementation of reforms that they could not have foreseen or that are unrelated to the DOJ Settlement Agreement.
- The PPA also retains some of their bargaining rights in relation to three specific subjects covered in the DOJ Settlement Agreement.
 1. The DOJ Settlement Agreement requires the City to review and revise its protocols for on-scene public safety statements (Paragraph 124) and interviews for officers involved in force events (Paragraph 127). This review is ongoing and will be complex, comprehensive, and involve significant input from the DOJ, PPA, and the community. PPA retains its right to file grievances or unfair labor practice complaints alleging that any proposed changes are mandatory for bargaining. The City retains its right to dispute those allegations and to enact changes that are not mandatory for bargaining.
 2. The DOJ Settlement Agreement requires the City to develop and implement a plan to streamline its administrative investigations and enable meaningful independent investigation by IPR (Paragraph 128). City Council and the Auditor are working together on proposed changes to City Code that would alter the manner in which IPR interviews police bureau members. PPA retains its right to file grievances or unfair labor practice complaints alleging that the changes are mandatory for bargaining. The City retains its right to dispute those allegations and to enact changes that are not mandatory for bargaining.

3. The DOJ Settlement Agreement authorizes Judge Simon to determine whether a breach has occurred and to issue appropriate remedies. The PPA agreed that the Judge has the power to enforce the agreement as written, but, if the Judge issues remedies or modifications that PPA could not reasonably have foreseen, they retain their right to object to those remedies.

- The PPA will waive its rights for already-implemented reforms as well as future implementation of reforms that they reasonably anticipate will occur.
- Paragraphs 11-19 contain housekeeping matters such as an affirmation of the due process requirements for discipline, the procedure for enforcing the MOA, the term of the MOA, and other general legal provisions.
- Once the City and PPA approve the MOA, the Proposed Settlement Agreement between the City and the USDOJ will be submitted to the United States District Court without change for the Court's approval and entry as an order.