

**Interim Agreement**

1. The parties agree that the *Mink* (3:02-cv-00339-MO) and *Bowman* (3:21-cv-01637-HZ) cases should be joined as related cases. The parties agree to suspend formal discovery in both cases, and will instead exchange information informally in accordance with the engagement of Dr. Pinals.
2. Defendants will stipulate to an amendment in the *Bowman* case to add the Metropolitan Public Defender as an appropriate institutional plaintiff.
3. Defendants will enter into a contract with neutral expert Dr. Debra Pinals on or before December 31, 2021. Upon consultation with Dr. Pinals, she will begin her work immediately but not later than January 3, 2022.
4. The parties will file a joint stipulation and order on or before December 15, 2021, appointing Dr. Pinals as a neutral expert in the joined cases and outlining her role.
5. The parties agree to request a deadline of January 31, 2022, for Dr. Pinals to file her initial Report and Recommendation with the Court, to address short-term compliance plan and a proposed global admissions protocol. The parties agree to participate in a renewed settlement conference with Magistrate Judge Stacie F. Beckerman on February 3, 2022, to resolve any disputes relating to Dr. Pinals's Report and Recommendation. If the parties are unable to resolve their disputes, or at the Court's request, the parties will appear at a hearing on Dr. Pinals's Report and Recommendation before the U.S. District Judge the week following the renewed settlement conference. If the parties agree with Dr. Pinals's Report and Recommendation, Defendants will follow her recommendations and will report their progress in their monthly reports to Dr. Pinals.
6. The parties agree to request a deadline of April 29, 2022, for Dr. Pinals to file her Report and Recommendation regarding a proposed long-term compliance plan. The parties agree to participate in a renewed settlement conference with Magistrate Judge Beckerman on May 4, 2022, to resolve any disputes relating to Dr. Pinals's Report and Recommendation. If the parties are unable to resolve their disputes, or at the Court's request, the parties will appear at a hearing on Dr. Pinals's Report and Recommendation before the U.S. District Judge the week following the renewed settlement conference. If the parties agree with Dr. Pinals's Report and Recommendation, Defendants will follow her recommendations and will report their progress in their monthly reports to Dr. Pinals.
7. Plaintiffs in the *Mink* and *Bowman* cases agree not to initiate contempt proceedings nor request temporary injunctive relief pending the Court's resolution of Dr. Pinals's April 29, 2022, Report and Recommendation, unless they believe that Defendants are not acting in good faith or are not complying with this Interim Agreement. If Plaintiffs intend to initiate contempt proceedings or request temporary injunctive relief during this interim time period, they will first attempt to resolve the dispute through mediation with Magistrate Judge Beckerman.

8. Defendants will provide Dr. Pinals with monthly reports throughout her engagement. Defendants' first report to Dr. Pinals is due on January 3, 2022 and must include: 1) a summary of Defendants' actions between December 10, 2021, and January 3, 2022, to achieve compliance; 2) what actions Defendants plan on taking in January 2022, to achieve compliance; and 3) barriers identified to completing those actions.

9. Defendants agree to designate a representative to participate in a January 2022 meeting with Multnomah County stakeholders to discuss the feasibility of a jail population and 9(b) review committees.

10. Between December 17, 2021 and the Court's adoption of a global admissions protocol, the parties agree that no individual found Guilty Except for Insanity will wait longer than four months for admission to the Oregon State Hospital.

11. The parties agree to draft a joint press release regarding this interim agreement.



Sheila H. Potter  
Deputy Chief Trial Counsel  
On behalf of Defendants



Emily Cooper  
On behalf of Disability Rights Oregon



Jesse Merrithew  
On behalf of Metropolitan Public Defender