

FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF JUSTICE AND THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH THE MAYOR’S OFFICE, SAN FRANCISCO POLICE COMMISSION AND POLICE DEPARTMENT

THIS ADDENDUM (this “First Addendum”) made for convenience of reference as of _____, 2018 is attached to and amends the Memorandum of Understanding (“MOU”) dated February 5, 2018 between the City and County of San Francisco (“the City”) acting through the Mayor’s Office and the San Francisco Police Department (“SFPD”) and the California Department of Justice (“Cal DOJ”). This Addendum adds the San Francisco Police Commission (the “Commission) as a signatory to the MOU. The Commission, SFPD, the Mayor’s Office, and Cal DOJ, are collectively referred in this Addendum as the “Parties” and references to the “Parties” in the February 5, 2018 MOU shall be deemed to refer to all of the signatories to this Addendum.

RECITALS

THIS FIRST ADDENDUM is made with reference to the following facts and circumstances:

- A. Under the City’s Charter, the Commission oversees the SFPD. That oversight role covers the SFPD’s actions regarding the MOU, including implementation of measures under the MOU.
- B. San Francisco Charter section 4.102 sets forth the powers and duties of the Commission to “formulate, evaluate and approve goals, objectives, plans and programs and set policies consistent with the overall objectives of the City and County, as established by the Mayor and the Board of Supervisors through the adoption of City legislation.”

ACCORDINGLY, the Parties wish to amend the MOU on the terms and conditions set forth below as follows:

- 1. **Definitions.** The following definitions shall apply to this Addendum:
 - 1a. **MOU.** The term “MOU” shall mean the MOU identified in the first paragraph above as amended by this First Addendum, except where the reference is expressly limited to the agreement dated February 5, 2018.
- 2. **Modifications to this MOU.** The MOU is amended as follows:
 - 2a. Section 1(a) of the February 5, 2018 MOU is deleted in its entirety and the following is substituted in its place:
 - 1. **Reforms and Review**
 - a. The Mayor’s Office, Commission, and SFPD will implement all 272 recommendations set forth in the US DOJ Report pursuant to a timetable and work plan referenced in Section 2, subdivision (b) below.

- b. Cal DOJ will serve as the independent third party reviewer of SFPD's implementation of the US DOJ Report recommendations and issue periodic reports to the public. Cal DOJ will work with the Consultant as set forth in Section 2, subparagraphs (a) - (f) below on SFPD's implementation of the recommendations in the US DOJ Report. Cal DOJ will report on the SFPD's progress in effectively and timely implementing those reforms. Cal DOJ will consult with the Commission prior to issuing reports on SFPD's progress in implementing those reforms. The Parties agree the standard of review for Cal DOJ's evaluation of the SFPD's implementation of the recommendations in the US DOJ Report is substantial compliance. Copies of the reports will, upon issuance, be provided to the SFPD, the Mayor's Office, and the Police Commission.

2b. Also, Section 2(b), of the February 5, 2018 MOU is deleted in its entirety and the following is substituted in its place:

2. Consultant

b. Within 30 days of the date of the execution of the Consultant's contract, the Commission, SFPD and Cal DOJ will develop a mutually agreeable work plan that sets forth the following:

1. Timetables and deadlines for the implementation of the various reforms based on the Parties' prioritization of the 272 recommendations; and
2. The general process by which the Consultant and Cal DOJ will evaluate whether the SFPD is in substantial compliance with the US DOJ Report recommendations. Methods of evaluation may include, but are not limited to, reviews, audits, interviews, observations, and document review.

While Section 2(e) and 2(f) are edited to read:

- e. The Mayor's Office and SFPD agree that the SFPD will submit each plan, policy or procedure that the SFPD develops or implements under the US DOJ Report to Cal DOJ and the Commission for its review. Cal DOJ will timely review said plans, policies, and/or procedures and will provide its recommendations, comments, or edits to SFPD within 45 calendar days. If Cal DOJ does not provide a response within 45 days, SFPD need not wait to implement the proposed plans, policies, and/or procedures. The Commission may also provide feedback to SFPD on the plans, policies and/or procedures.
- f. Working with the Consultant and the Commission, Cal DOJ will issue periodic public reports regarding the status of SFPD's implementation of the reforms governed by this MOU, including whether the Cal DOJ has

determined that a particular reform has substantially complied with the recommendation. While Cal DOJ will collaborate with all parties, Cal DOJ will retain final independent authority over reports.

Section 4. Open-Lines of Communication now includes a third bullet (c) that reads:

- c. The Commission agrees to assign a primary point of contact for the Cal DOJ for the duration of this MOU.

Lastly, Section 5 of the February 5, 2018 MOU is deleted in its entirety and the following is substituted in its place:

5. Term of MOU

a. This MOU shall be effective upon its execution of all Parties and shall continue for 36 months; provided Section 3 survives the term of this MOU.

b. If any Party wishes to terminate the MOU prior to its expiration, it shall initiate a meet and confer process regarding the Party's concerns upon written notice to the other parties. Upon receipt of such notice, all Parties agree to meet within 30 days to discuss the reason for concern and steps to remedy. If the Parties are unable to reach a mutually agreeable resolution, Cal DOJ on the one hand, or the Chief of Police, the Commission and the Mayor's Office acting together, on the other hand, may terminate the MOU with no fewer than 15 days notice by providing notice of same to the other Party in writing.

a. **No Other Changes.** Except as amended by this First Addendum, the February 5, 2018 MOU remains unmodified and in full force and effect.

Xavier Becerra, Attorney General of the
State of California

Dated:

By:

Nancy A. Beninati
Supervising Deputy Attorney General

City of San Francisco

Dated:

Thomas Mazzucco, Vice President
Police Commission

Dated:

William Scott
Chief of Police

Dated:

Mark E. Farrell
Mayor

Dated:

Approved as to Form
Alicia Cabrera
Deputy City Attorney