



**LONDON N. BREED**  
MAYOR

CITY AND COUNTY OF SAN FRANCISCO  
**POLICE DEPARTMENT**  
HEADQUARTERS  
1245 3<sup>RD</sup> Street  
San Francisco, California 94158



**WILLIAM SCOTT**  
CHIEF OF POLICE

**February 22, 2022**

**60-Day Extension of Letter of Termination (Extension Agreement)**

The San Francisco Police Department has extended the February 2, 2022 letter of intent to terminate the Memorandum of Understanding (“MOU”), signed July 27, 2021, between the San Francisco Police Department (SFPD) and the San Francisco District Attorney’s Office (DA), for sixty (60) additional business days. The effective date of the termination is now May 20, 2022. This extension allows both SFPD and DA to extend the current MOU while adding a third-party mediator to resolve disputes under the 2019 or 2021 MOU. SFPD and DA remain committed to negotiating a new MOU.

Until this extension expires, the terms of the previous MOU shall remain in effect unless altered by this Extension Agreement, and SFPD and DA agree to fully abide by such provisions.

**I. Establishment of Independent Mediator**

SFPD and the DA shall agree to a third-party mediator (Mediator), preferably a retired judge. A separate agreement with the Mediator shall be finalized no later than five (5) business days following adoption of this Extension Agreement unless the Mediator determines otherwise. SFPD and DA shall share the Mediator’s cost.

Either the DA or SFPD may request that the Mediator review a particular dispute. The Mediator shall have the ability to review *any and all* investigative materials covered by the 2019 or 2021 MOU in order to ensure compliance with the MOU. SFPD and the DA agree to fully cooperate with the Mediator and provide all necessary documents, access, and information or interviews as needed to resolve disputes pursuant to this agreement.

**II. Identification and Review of Cases**

For the purpose of identifying and resolving all grievances related to MOU violations, both SFPD and DA shall, to the extent possible, exchange by March 23, 2022, an index of case files related to covered incidents and their corresponding ancillary investigations covered under the 2019 or 2021 MOU. This includes all covered incidents that have occurred since the April 9, 2019 MOU and all covered incidents that predate the 2019 and 2021 MOUs that remain open with the San Francisco District Attorney’s Office Independent Investigations Bureau (IIB). SFPD and the DA may, on the Index, assert any applicable privileges or basis for withholding items contained within them.

No later than seven business days after each party receives the other party's index, each party shall identify any disputes related to information withheld or privilege(s) asserted. Any unresolved disputes shall be presented to the Mediator for resolution.

### **III. Criminal Investigative Reports and Materials**

Pursuant to the 2021 MOU:

As the criminal investigation proceeds, and as any investigative information that is relevant to the ancillary investigation becomes available, the SFDA shall provide that investigative information to the Officer in Charge of ISD as soon as practicable and as legally permissible. SFDA shall also inform the Officer In Charge of ISD of significant investigatory milestones including: (1) case closures; (2) issuance of arrest warrants or indictments, when legally permissible and as promptly as circumstances reasonably permit; and (3) declination letters.


2021 MOU at p. 7.

If a party chooses not to share particular evidence due to a claim of privilege or concern that disclosure will jeopardize a prosecution or investigation, that party shall log the basis therefore. Furthermore, all evidence that the Parties refuse to disclose, shall be reported to the Mediator for resolution, if the DA or SFPD disputes the withholding.

### **IV. Accountability**

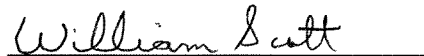
Both parties agree to incorporate accountability measures into an agreement with the Mediator. Mediator will resolve grievances and determine whether any alleged violations of the 2019 and/or 2021 MOU require further action.

Dated: February 22, 2022



Chesa Boudin  
District Attorney for the City of San Francisco

Dated: February 22, 2022



William Scott  
Chief of Police for the City of San Francisco