



**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 2, 2022

Dear District Attorney Boudin,

In July of 2021, the District Attorney's Office ("DA Office") and the San Francisco Police Department ("SFPD") agreed to a Memorandum of Understanding ("MOU") for the investigation of officer-involved shootings, in-custody deaths, and uses of force incidents that result in serious bodily injury. We expressly state under the "Purpose" of the MOU that the purpose of the agreement is to set forth "the procedures for the criminal investigation" of certain specified investigations "to determine if an officer committed a criminal offense." We also set forth a process for the sharing of information between the two agencies for purposes of complying with our respective agencies' mandates. Specifically, under the DA's responsibilities section (B), it states the SFDA's Office shall, "Lead all interviews related to the criminal investigation of a Covered Incident. *SFPD investigators shall participate in and ask questions related to any ancillary criminal investigations during such interviews.*" (Emphasis added).

Very serious concerns have been brought to my attention regarding recent testimony in the Superior Court of the County of San Francisco from a member of the DA's Office who was assigned as an investigator to your Independent Investigations Bureau (IIB) at the time of the incident in question. I have reviewed the court transcripts where the DA investigator provided testimony to the court, under oath, showing that the spirit and the letter of MOU processes and procedures we agreed upon have not been followed by the DA's Office. Other evidence that was brought forward to the court corroborated the DA Investigator's testimony as it related to violations of the MOU agreement. It appears that the DA's Office has an ongoing practice of investigations against SFPD officers that includes withholding and concealing information and evidence the SFPD is entitled to have to further ancillary criminal investigations in accordance with the MOU.

On page 9 of the MOU, our offices agreed to a process for terminating the MOU. It states:

"Duration of MOU: This MOU shall remain in full force and effect for a period of two (2) years or until terminated by the District Attorney or the Chief of Police after providing fifteen days' written notice to the other party. If there is any disagreement regarding the implementation of the provisions contained in this MOU, both parties agree to immediately meet, no later than five (5) business days thereafter, to resolve this disagreement."

This MOU was initially agreed upon with the intent that the public, the officers of the SFPD, and the SFDA's Office, have confidence in the provisions of the MOU and with intent that investigations are conducted justly, fairly, impartially, and in accordance with the MOU. Confidence has been eroded because of the concerns and MOU violations referenced in this correspondence. Therefore, and as set forth in the terms of the MOU, this is written notice of my intent to terminate the MOU after 15 days of delivery of this notice.

If you disagree with this decision or my concerns regarding the violations by your office regarding the implementation of the provisions in the MOU, I will honor the MOU requirement of an immediate meeting to discuss the disagreement, no later than five business days of delivery of this notice.

Very Respectfully,

  
WILLIAM SCOTT