

SENT VIA EMAIL

March 19, 2019

Paul Kelly  
President  
San Jose Police Officers' Association (POA)  
1151 North Fourth Street  
San Jose, CA 95112

**Re: Expansion of Review Authority for the Independent Police Auditor's Office (IPA)**

Dear Paul:

Enclosed please find a proposed draft Side Letter Agreement that expands the IPA's review authority in the following areas:

- Authority to review officer-involved shootings and uses of force likely resulting in great bodily injury;
- Authority to review Department-Initiated Investigations (DII);
- Authority to review the Police Department's patterns and practices in relation to use of force, stops, detentions, and arrests on an aggregate level.

As we have previously discussed, any change related to the IPA's review authority would likely require a change to the City Charter; therefore, the City would like to continue to *Seal Beach* bargaining with the POA on this issue. While there is no specific election that these changes are being considered for at this time, it is anticipated that the City will look to place a City Charter amendment before the voters related to the IPA in 2020.

If you have any questions regarding the information above, please do not hesitate to contact me.

Sincerely,



Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

c: Edgardo Garcia, Chief of Police  
Gregg Adam, POA Legal Counsel  
Rick Doyle, City Attorney

Enclosure

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE SAN JOSE POLICE OFFICERS' ASSOCIATION

**INDEPENDENT POLICE AUDITOR  
EXPANSION OF DUTIES AND RESPONSIBILITIES**

The City of San Jose and the San Jose Police Officers' Association ("POA") agree to the following additional duties and responsibilities for the Independent Police Auditor, or "IPA:"

1. To include Department Initiated Administrative Investigations ("DII") of San Jose Police Officers to the Independent Police Auditor's review of internal investigation complaints, in the same fashion the San Jose Municipal Code currently provides for Citizen Initiated Complaints;
2. To provide the Independent Police Auditor the right to review any records to the extent allowed by law for officer involved shootings, or "OIS," and uses of force resulting in great bodily injury if a Citizen Initiated Complaint had not been made concerning the OIS or uses of force resulting in great bodily injury, provided that such records shall not be released until a criminal investigation involving the specific officer or officers is complete;
  - a. For purposes of this section, "great bodily injury" shall be defined as a bodily injury that involves a substantial risk of death, unconsciousness, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member or organ.
3. To allow the Independent Police Auditor access to Police records and reports, including but not limited to Use of Force statistics, police reports, and body worn camera footage, subject to the following requirements:
  - a. The Police records and reports being sought by the IPA must be directly related to a topic that is the subject of a Department Initiated Administrative Investigation or Citizen Initiated Complaint; and
  - b. The Police records and reports being sought by the IPA must be directly related to a topic that is part of an approved work plan that has been submitted by the IPA and approved by City Council; and
  - c. Any findings or recommendations from the IPA based on the Police records and reports that were accessed by the IPA pursuant to Section 3 are reviewed by the City Manager's Office, the Chief of Police, the City Attorney's Office, and, if necessary, reviewed with City Council in Closed Session prior to being publicized.
4. To the extent possible, the existing procedures used by the IPA for Citizen Initiated Complaints as well as drafting the Annual Report to City Council shall be used in regards to the additional duties and responsibilities of the IPA as described above.

While we anticipate taking a Charter Amendment to implement the new duties to the voters in either March or November 2020, the parties shall continue to meet and confer to determine the means by which these agreements are adopted into local laws once ratified by the two parties.

This agreement shall become effective when signed by all parties below.

**FOR THE CITY**

**FOR THE UNION**

**DRAFT**

\_\_\_\_\_  
David Sykes  
City Manager

Date

**DRAFT**

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Paul Kelly  
President, SJPOA

Date

**DRAFT**

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Jennifer Schembri  
Director of Employee Relations

Date

**DRAFT**

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Sean Pritchard  
Vice President, SJPOA

Date

**DRAFT**

\_\_\_\_\_  
Edgardo Garcia  
Chief of Police

Date

**DRAFT**

\_\_\_\_\_  
Gregg Adam  
SJPOA Legal Counsel

Date

