

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN JOSE APPROVING THE TERMS OF A SIDE LETTER
AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
SAN JOSE POLICE OFFICERS ASSOCIATION RELATED TO
EXPANSION OF DUTIES AND RESPONSIBILITIES FOR THE
INDEPENDENT POLICE AUDITOR**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE:

1. That the terms of an Amended Side Letter Agreement between the City of San Jose and the San Jose Police Officer's Association related to the expansion of duties and responsibilities for the Independent Police Auditor are hereby approved.
2. The terms of the agreement are set forth in the Amended Side Letter Agreement between the City of San Jose and the San Jose Police Officers' Association dated June 23, 2020 and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

SAM LICCARDO
Mayor

ATTEST:

TONI J. TABER, CMC
City Clerk

AMENDED

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

ATTACHMENT A

**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:"

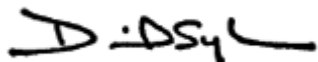
1. To include Department Initiated Administrative Investigations ("DII") of San Jose Police Officers to the Independent Police Auditor's review of internal investigation complaints, in the same fashion the Charter and San Jose Municipal Code currently provides for Citizen Initiated Complaints;
2. To provide the Independent Police Auditor the right to review any records that are non-exempt and available for public inspection under the law, but without redactions, 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 or administrative investigation involving the specific officer or officers is complete, in order for the IPA to make recommendations with regard to Police Department policies and procedures;
 - a. For purposes of this section, "great bodily injury" shall be defined as a serious impairment of physical condition, including, but not limited to, the following: loss of consciousness, concussion, bone fracture, protracted loss or impairment of function of any bodily member or organ, a wound requiring extensive suturing, and serious disfigurement.
3. To allow the Independent Police Auditor access to Police redacted records and reports, including, but not limited to, use of force statistics, police reports, and body worn camera footage, in order for the IPA to make recommendations with regard to Police Department policies and procedures, 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. Officer names and personally identifiable information shall be redacted in any Police records and reports being sought by the IPA in addition to any other redactions that are provided under state law; and

- d. 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 reviewed with City Council in Closed Session, if appropriate, prior to disclosure.
- 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 regard to the additional duties and responsibilities of the IPA as described above.
- 5. To allow the IPA to perform such other duties consistent with this Charter as may be required of him or her by the Council subject to any requirement to meet and confer with the recognized employee organization for police officers, including the exhaustion of applicable impasse resolution procedures.

The City shall prepare language for a Charter Amendment to present the new duties described above to the voters for approval. The Charter language shall be limited to, and must substantively conform with, the agreements described above.

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

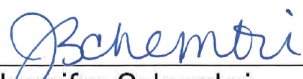
FOR THE CITY



6/23/2020

David Sykes
City Manager

Date



6/23/2020

Jennifer Schembri
Director of Employee Relations
Director of Human Resources

Date



6/23/20

Edgardo Garcia
Chief of Police

Date

FOR THE UNION



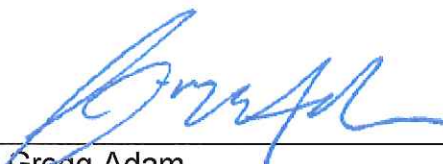
Paul Kelly
President, SJPOA

Date



Sean Pritchard
Vice President, SJPOA

Date



Gregg Adam
SJPOA Legal Counsel

Date