

**Memorandum of Understanding
Between the San Francisco Sheriff Department of Accountability (Requesting Department)
And the Department of Police Accountability (Performing Department)
For the Fiscal Year 2022-2023**

This memorandum of understanding (MOU) is entered into as of September 15, 2022 by and between the San Francisco Sheriff Department of Accountability of the City and County of San Francisco (“Us” or “We”) and the Department of Police Accountability (“You”) in order to provide services as described below.

1) Services to be provided

- a) Work details will be assigned by the Department of Police Accountability.
- b) The definition of the position is as follows: the positions in the Assistant Chief Attorney I series are required to assist in developing, coordinating and interpreting policies and procedures of the Sheriff Department of Accountability; making very important contacts with law enforcement agencies, city officials, court officials and outside organizations regarding a wide variety of legal matters; supervising and preparing extremely complex legal instruments and documents.

2) Period

- a) This agreement will commence on September 15, 2022 and stay in effect through September 14, 2023.

3) Budget, rates, and billing

- a) The budget is based on the estimated number of hours necessary to complete the requested services, multiplied by the hourly rate of staff member, and as agreed upon by both Requesting and Performing departments.
- b) Budget, \$362,339 including \$359,383 salary and benefits and \$2,956 technology costs, based on 40 hours per week for an 8181 Assistant Chief Attorney from September 15, 2022, through September 14, 2023.
- c) Any revision to the MOU amount will be mutually agreed upon.
- d) 8181 position standard salary rates: September 15, 2022, through September 14, 2023, \$172.78 per hour.
- e) You will bill for actual hours at the standard rates noted above, which may differ from the budgeted hours for each class. However, any increase in the budget will be submitted for your approval, as noted below.
- f) Budgeted rates include employee benefits and normal supervision and support.
- g) Additional technical costs will be billed either as a one-time fee or annually, as indicated below.

Item	Cost	
Microsoft license (incl. office and Teams)	\$ 210	per user/year
Cisco telephone	\$ 222	one time fee
Adobe	\$ 650	per user/year
File Server	\$ 160	per year
VM Storage Cost (Memory+Retention)	\$ 90	per GB/year
Salesforce	\$ 1,200	per user/year
SDocs	\$ 194	per user/year
Quip	\$ 230	per user/year
VOIP line w/Webex	\$ -	free for City er
Computer Equipment (laptop,monitor,headset,web cam, printer, scanner etc.)	\$ -	SDA purchase

- h) We agree to approve dedicated funding in advance for the total budgeted amount above.
- i) Billing is submitted quarterly and will include names of staff members, job classes, hours worked, and billing rates.

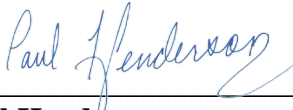
4) Termination, Amendment, and Changes

- a) This agreement may be terminated by either party for cause with 30 days' notice or by mutual agreement of both parties. We agree to pay you for any work performed through the termination date, up to the budgeted amount.
- b) You agree to notify us in a timely manner if:
 - i) You estimate that the project will not be able to be completed within the agreed-upon budget.
 - ii) You estimate the project will not be able to be completed by the end date noted above.
 - iii) You encounter any difficulties in performing the work that could impact the budget or schedule.
- c) Any changes to the terms of this MOU must be agreed upon in writing by both Performing and Requesting departments. You must obtain written approval from us for any unbudgeted expenditures before these are charged to the work order. You must obtain approval from us for any change in the scope or duration of work.

5) Billing Disputes

- a) Billing disputes shall first be resolved by each department's responsible approving manager. If the parties are unable to reach agreement, the dispute shall be resolved by each department's Finance Directors and/or Department Heads as necessary.

This MOU has been entered into on the dates below:



Paul Henderson
Executive Director
Department of Police Accountability
Performing Department

9/19/2022

Date



Dan Leung
Legal Assistant
San Francisco Sheriff Department of Accountability
Requesting Department

September 16, 2022

Date