MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO COUNTY SHERIFF'S DEPARTMENT AND THE SAN DIEGO COUNTY CITIZENS' LAW ENFORCEMENT REVIEW BOARD REGARDING ACCESS TO DEATH SCENES

PARTIES

This Memorandum of Understanding ("MOU") is made by and between the Sheriff of the County of San Diego (Sheriff) and the County of San Diego Citizens' Law Enforcement Review Board (CLERB). The parties to this MOU may be referred to herein collectively as the "parties" or individually as a "party."

RECITALS

On October 18, 2021, CLERB proposed a policy recommendation to the Sheriff to allow a CLERB investigator (with extensive investigation experience) to respond to the death of any individual arising out of or in connection with the actions of a deputy. The recommendation proposed the CLERB investigator would be briefed on the incident and allowed to conduct a "walk-through" of the scene. CLERB believes this will provide further insight into the circumstances leading up to the death, which will result in a more timely, transparent, and thorough investigation.

The Sheriff desires to work with CLERB to expedite access and improve transparency. Upon review of the CLERB proposal, the Sheriff believes it is possible to reasonably accommodate CLERB's request, which will enhance the working relationship with CLERB and strengthen accountability without compromising the ability to conduct a complete and thorough criminal investigation. This accommodation will serve to further both the mission of the Sheriff and CLERB.

THEREFORE, the parties hereto agree as follows:

AGENCY LIAISONS AND NOTIFICATIONS

1. Sheriff will provide a liaison to CLERB who will be responsible for the timely notification of the on-call CLERB investigator upon the death of any individual arising out of or in connection with the actions of deputies, including but not limited to all in-custody deaths.

2. In situations where the Homicide Lieutenant determines that a death is likely, the Sheriff's Liaison may also make a notification prior to an actual death.

3. CLERB will provide the Sheriff's Liaison with the on-call contact number for the CLERB investigator assigned to respond to incidents. CLERB will be responsible for ensuring the information provided to the Sheriff's Liaison is updated and accurate.

4. The Sheriff's Liaison will not be responsible for multiple calls to multiple investigators if one is unable to be contacted.

5. To limit the impact on the investigation, the Sheriff prefers only one CLERB investigator respond, however, understanding the need for training new investigators, there should not be more than two CLERB investigators responding to an incident without advance permission from the Sheriff's Liaison and Homicide Lieutenant during the training period.

QUALIFICATIONS

CLERB will ensure the responding CLERB investigator has extensive investigative experience and has been formally trained in classes meeting the California Peace Officer Standards and Training (POST) or equivalent criteria for basic investigations, investigating death scenes, officer involved shootings, evidence collection, report writing, and courtroom testimony. Extensive investigative experience in this case is agreed by both parties to mean at least two (2) years of actual hands-on experience in conducting death investigations the field. The CLERB investigator must be able to meet the minimum requirements to attend a POST certified Homicide Investigators School or equivalent.

POLICY

1. Death investigations are unique and complex. The Sheriff retains all authority to investigate the incident without interference, to its logical conclusion. The Homicide Lieutenant will work with the Sheriff's Liaison to provide timely information and incident scene access to the CLERB investigator to facilitate their mission. However, the CLERB investigator will always work under the parameters provided by the Homicide Lieutenant and nothing in this MOU has afforded CLERB the legal authority to be at, or remain, at a scene closed to the public.

2. The CLERB investigator will receive a preliminary incident briefing from the Sheriff's Liaison and may be privy to updates while on scene. Any briefings provided will contain the facts as they stand at the time the briefing occurs. Subsequent investigation may determine that information presented at the time of the initial briefing may have changed or be different than what was initially provided.

3. The Sheriff's Liaison will facilitate escorting the CLERB investigator into, around, and out of the facility or designated perimeter areas. The CLERB investigator will be required to log their presence into and out of the crime scene perimeters. CLERB investigators will not be allowed into any areas that could obstruct the criminal investigation, including the scene itself, or areas containing physical evidence.

4. The CLERB investigator will not be involved or participate in the interviews of victims, witnesses, or suspects. This is reserved for a limited number of investigative staff and is consistent with proper investigative procedures.

5. Depending on the investigation, the Sheriff's Liaison may allow the CLERB investigator to view the death scene from a jail facility vestibule while the investigation is underway and may provide a walk-through later. In the case of an investigation being conducted by an outside agency, the Sheriff's Liaison, at the direction of the investigating agency, may require the CLERB investigator to stand outside the outer perimeter.

6. CLERB investigators will be provided a witness list of potentially involved parties or witnesses within thirty (30) days of being constructed. CLERB investigators agree not to attempt to conduct interviews, or contact involved deputies or witnesses without the expressed approval of the Homicide Lieutenant. This will ensure pertinent criminal case related interviews and any follow-up interviews are completed without interference.

7. No photographs, video or audio recordings will be allowed while in or around the investigative scene to prevent discovery issues.

8. Unless otherwise prohibited by law, the CLERB investigator will provide copies of their notes within five (5) business days upon the written request of the Homicide Lieutenant. CLERB shall retain all investigative notes until the criminal case has been adjudicated.

9. Unless otherwise prohibited by law, if at any time during CLERB's independent investigation evidence not possessed by the Sheriff's Department is discovered by CLERB, they will provide a copy of that information and/or evidence, in its entirety, to the Sheriff's Department.

RELEASE OF INFORMATION

CLERB investigators may overhear or be exposed to sensitive case information needing redaction for case integrity. CLERB will ensure CLERB investigators only release information in conformance with the law and this MOU. Any concerns about what information should or should not be released will be cleared through the Homicide Lieutenant prior to dissemination.

Information provided by Sheriff's Homicide or obtained at the preliminary briefing or walk-through shall remain confidential and no information shall be publicly released without the written approval of the Homicide Lieutenant. At a minimum, the Homicide Lieutenant shall provide CLERB a written release once the case has been deemed not a criminal case, or reviewed by the District Attorney's Office and no criminal charges will be filed, or the criminal case has been adjudicated.

WITHDRAWAL

A party to this MOU may withdraw its agreement and participation. A notice of intention to withdraw from this memorandum of understanding (MOU) shall be given to each other signatory, in writing, thirty (30) days prior to the effective date of such revocation. All cases that are currently

being investigated under this MOU will continue to be governed by this MOU. All parties agree to a continued duty to cooperate with the investigating agency until all pending investigations are finished.

AMENDMENTS

All amendments to this MOU need to be in writing and signed by each party to this MOU.

TERM OF AGREEMENT

This MOU shall become effective on the date all parties have signed this MOU and be in force until terminated by either or both parties.

ENDORSEMENTS

Agreed hereto by all parties whose signatures appear below:

KELLY A. MARTINEZ, Acting Sheriff	PAUL PARKER, Executive Officer
County of San Diego, SDSD	County of San Diego, CLERB
2/14/22	02-14-22
Date	Date