

**Agenda Item 11, Attachment 6**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN the San Francisco Ethics Commission  
AND the Oakland Public Ethics Commission**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the San Francisco Ethics Commission (the “SFEC”), whose address is 25 Van Ness Ave. Suite 220, San Francisco, CA , 94102 and the Oakland Public Ethics Commission (the “PEC”), whose address is 1 Frank H. Ogawa Plaza, Rm. 104, Oakland, CA 94612.

2. **Sharing Resources.** The SFEC and PEC operate in different jurisdictions, but both agencies were created, in part, to carry out the same relevant purposes: to ensure efficient and effective education, disclosure, and enforcement of the respective city’s governmental ethics, campaign finance, conflict of interest, and lobbying laws. At times, SFEC and PEC may need assistance from each other to carry out these purposes within their jurisdictions. Accordingly, under this MOU the SFEC and PEC may provide mutual assistance to each other when both agencies determine assistance is necessary and appropriate.

Whenever the SFEC or PEC invoke this MOU to request assistance, the requesting agency must make the request in writing to the other agency’s Executive Director. The Executive Director will make the final decision to allow its Staff to provide requested assistance. The Executive Directors reserve the right to decline a request for assistance for any reason and may ask the requesting agency for more information about the requested activity before agreeing to a request. The Executive Directors may limit the amount of Staff time dedicated to the assisting agency and may revoke their consent mid-investigation or mid-prosecution if they believe the scope of the project exceeds initial representations regarding time commitment, complexity, or subject matter.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for five (5) years. This MOU may be terminated, without cause, by either party upon ten (10) days written notice, which notice shall be delivered by hand or by certified mail to the addresses noted above.

4. **Responsibilities of SFEC.** Should any non-salary costs or expenses arise under this MOU because of an enforcement action initiated by the SFEC, then the SFEC

shall be responsible for paying those expenses and costs. Each agency will pay its own employees' salary, which includes employee benefit packages.

5. **Responsibilities of PEC.** Should any non-salary costs or expenses arise under this MOU because of an enforcement action initiated by PEC, then the PEC shall be responsible for paying those expenses and costs. Each agency will pay its own employees' salary, which includes employee benefit packages.

6. **General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be either San Francisco County Superior Court or Alameda County Superior Court, California.

**D. Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Confidentiality.** Pursuant to California Government Code Section 6254.5(e), the SFEC and PEC and their respective governing bodies may share otherwise confidential information subject to the attorney client privilege, attorney work product doctrine, or any of the confidentiality provisions set forth in San Francisco Charter Section C3.699-13 or Oakland City Charter Section 603(f) because they agree to treat the disclosed material as confidential. Only persons authorized in writing by the Executive Directors will be permitted to obtain confidential information, and any information obtained by either agency will only be used for purposes that are consistent with existing law. The Executive Directors will authorize individuals to share and obtain

