

MEMORANDUM OF UNDERSTANDING
FIRST OFFENDER PROSTITUTION PROGRAM

This Memorandum of Understanding ("MOU") is entered into this ___ day of August, 2002, in the City and County of San Francisco, State of California, by and between the San Francisco Police Department ("SFPD") and the San Francisco District Attorney's Office ("SFDA") regarding the use of First Offender Prostitution Program ("FOPP") fees collected pursuant to San Francisco Administrative Code Section 10.193-1.

Background

San Francisco Administrative Code Section 10.193-1 authorizes the District Attorney to collect an administrative fee from persons determined by the District Attorney to be eligible for the First Offender Prostitution Program and who elect to participate in the program. The Administrative Code also authorizes the District Attorney to examine the fee annually to ensure that it continues to reflect the cost of services provided by the program.

FOPP is a highly effective collaboration between the District Attorney, SFPD, SAGE and other providers that has reduced recidivism among program participants and assisted women and girls to exit prostitution.

The Parties Agree As Follows:

1. SFPD will conduct, on average, 14 FOPP operations per month, designed to arrest the customers of prostitutes.
2. SFPD will assign the equivalent of two full-time on-duty officers to staff the FOPP operations.
3. The remainder of the officers assigned to work FOPP operations will do so on an overtime basis.
4. SFPD will also assign an officer to participate in the monthly FOPP class.
5. SFPD will invoice SFDA on a quarterly basis for the actual costs incurred to run FOPP decoy operations, specifying the dates on which operations were conducted. SFPD invoices will be based on the attached Schedule of Costs detailing the cost to staff one FOPP operation. SFPD will update the Schedule of Costs bi-annually.
6. SFPD invoices will also include the cost for an officer participating in the monthly FOPP class.
7. SFPD will use FOPP fees only for the purpose of arresting the customers of prostitutes.

8. SFDA will refer eligible persons to the FOPP program, collect program fees and verify participation
9. SFDA will provide to SFPD the names of each person who attended the FOPP program so that SFPD can track recidivism rates.
10. SFDA will provide SFPD with a monthly report of fees deposited into the FOPP fund.
11. SFDA and SFPD will hold quarterly meetings, including SAGE and other agencies collaborating in the FOPP program, to review the program and address any issues that may arise.
12. This agreement shall be in effect until renegotiated or terminated upon 30 days notice.

Agreed this ____ day of August, 2002

San Francisco Police Department

San Francisco District Attorney's Office

FRED LAU, CHIEF OF POLICE
CHIEF OF POLICE

TERENCE HALLINAN
DISTRICT ATTORNEY

MEMORANDUM OF UNDERSTANDING
FIRST OFFENDER PROSTITUTION PROGRAM

This Memorandum of Understanding ("MOU") is entered into this 26th day of Sept, 2006, in the City and County of San Francisco, State of California, by and between the San Francisco District Attorney's Office ("SFDA") and the San Francisco Police Department ("SFPD") regarding the use of First Offender Prostitution Program ("FOPP") fees collected pursuant to San Francisco Administrative Code Section 10.193-1.

Background

San Francisco Administrative Code Section 10 193-1 authorizes the District Attorney to collect an administrative fee from persons determined by the District Attorney to be eligible for the First Offender Prostitution Program who elect to participate in the program. The Administrative Code also authorizes the District Attorney to examine the fee annually to ensure that it continues to reflect the cost of services provided by the program.

FOPP is a highly effective collaboration between the District Attorney, SFPD, SAGE and other providers that has reduced recidivism among program participants and assisted many individuals to exit prostitution.

The Parties Agree As Follows:

1. SFPD will conduct a minimum of 8 FOPP operations per month, designed to arrest the customers of prostitutes.
2. SFPD will assign the equivalent of two full-time on-duty officers to staff FOPP operations
3. The remainder of the officers assigned to work FOPP operations will do so on an overtime basis.
4. SFPD will also assign an officer to participate in the FOPP class
5. SFPD will invoice SFDA on a quarterly basis for the actual costs incurred to run FOPP decoy operations, specifying the dates on which operations were conducted. SFPD invoices will be based on the attached Schedule of Costs detailing the cost of staffing one FOPP operation. SFPD will update the Schedule of Costs annually. SFPD invoices will also include the cost for an officer participating in the monthly FOPP class.
6. SFPD will use FOPP fees only for the purpose of arresting the customers of prostitutes.
7. SFDA will refer eligible persons to the FOPP program, collect program fees and verify participation.

- 8. SFPD will provide to SFDA monthly a citation sheet including the date of each citation and court date.
- 9. SFDA will maintain and make available the number of cases deemed eligible for FOPP, the number of cases charged and the number of cases declined.
- 10. SFDA will provide SFPD with a monthly report of fees deposited into the FOPP fund.
- 11. SFDA and SFPD will hold bi-annual meetings, including SAGE and other agencies collaborating in the FOPP program, to review the program and address any issues that may arise.
- 12. Saturday Men's Prostitution Program -- SAGE's scope of work will include: scheduling appropriate speakers for seminars; developing and updating curriculum for seminars; providing on-site facilitation of seminars; training of seminar speakers; and coordination with other FOPP partner agencies, media and other jurisdictions.

This agreement shall be in effect for two years from the date signed or upon termination by either party upon 30 days written notice.

Agreed this 27th day of Sept 2006.

San Francisco Police Department

San Francisco District Attorney's Office

Heather Fong Nov. 9, 2006
 Heather Fong
 Chief of Police

Kamala D. Harris
 Kamala D. Harris
 District Attorney