I have corrected a typo inline - apologies.

-------- Original Message --------

On Wednesday, February 26, 2020 11:30 AM, Anonymous <arecordsrequestor@protonmail.com> wrote:

Honorable Supervisors, Commissioners, and Members,

[As a public communication to the Board of Supervisors, Sunshine Ordinance Task Force, and Police Commission; cc: Public Defender, City Attorney, Supervisor of Records, DPA]

The legislative representatives of the people of California decided that certain police personnel records regarding use of force, assault, firearm use, and lying were disclosable and non-exempt public records, SB 1421. Neither the Police Commission nor its subordinate agency, DPA, have any authority to restrict disclosure beyond the specific conditions of the Penal Code or the CPRA. Furthermore in San Francisco, the public has even greater transparency rights pursuant to the Sunshine Ordinance.

SB 1421 records are some of the most contentious and important public records any government agency holds. Whether the records show misconduct or justified action on behalf of the police, all members of the public, including the alleged victims and accused police officers and their families, deserve to have completely transparent records access in accordance with both state and local sunshine laws.

However DPA refuses to provide SB1421 records in accordance with the law for at least three reasons:

1. The people of San Francisco decided in 1999 that City agencies must specifically justify all of their redactions in writing, via a key by footnote or other clear reference (SF Admin Code 67.26) to a specific provision of law (SF Admin Code 67.27). Other agencies routinely comply with this part of the law, as they must - it is not optional. Why, then, in matters of life and death, does the DPA ignore the will of the voters and refuse to provide a key of justifications for their redactions? How do we know which redactions are lawful or unlawful? SB1421 mandates only 4 specific redaction types, and DPA desires to use more of them.

2. The DPA and Police Commission purport to have the authority (in their SB1421 policy) to withhold or redact subjectively gruesome content from SB1421 records pursuant to the so-called public-interest balancing test. However this optional State-wide exemption is explicitly prohibited for City agencies by SF...
Admin Code 67.24(g) and (i), again by the will of the voters of San Francisco. The City can make no such subjective judgments in censoring public records; it is a widely-abused exemption outside of SF and the people wisely prohibited it locally. Moreover, the DPA through its attorneys has attempted to mislead the Sunshine Task Force, claiming that this public-interest balancing test is "specifically require[d]" by the law even though the law says it is optional State-wide (and in fact prohibited locally) - this is a lie that DPA refuses to retract, and ethically unacceptable (see Penal Code 832.7(b)(5), vs 832.7(b)(6)).

3. Most egregiously, DPA refuses to release SB 1421 records completely publicly. Instead of releasing records on their own website, or, as much of the City does, using a system called NextRequest where public records can be published without restrictions, DPA chooses to hide their SB1421 records behind a sign-in wall accessible only to some requesters. Why aren't disclosable public records being made fully public?

Along with various media and civil liberties organizations, I have requested all SB1421 records in the possession of DPA. All members of the public, including media, non-profits, down to individual human beings have absolutely equal Constitutional, statutory, and local public access rights, and no one can be denied any records provided to anyone else. Nor can, as DPA seems to argue, some kind of implied or tacit acceptance by the POA, ACLU, or Public Defenders office of anemic Sunshine in any way reduce the Sunshine demanded by law to all members of the public, including me.

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Sincerely,

Anonymous