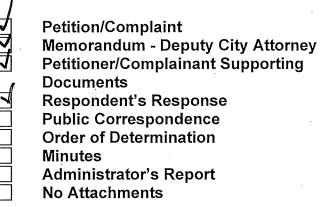
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SUNSHINE ORDINANCE TASK FORCE AGENDA PACKET CONTENTS LIST

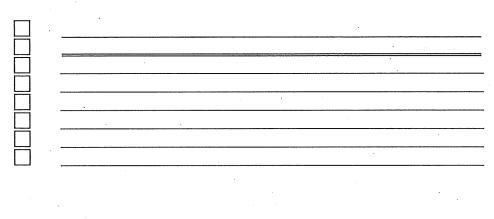
Sunshine Ordinance Task Force

Date: December 2, 2020



Page: Page: Page: Page: Page: Page: Page: Page:

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May 29, 2019

Sunshine Ordinance Task Force 1 Dr. Carlton B. Goodlett Place Room 244 San Francisco, CA 94102-4689

Re Complaint regarding Green Benefit District (GBD)

Dear Sirs and Mesdames:

I am filing this complaint because I have not received documents requested in my attached PRA request dated February 11, 2019. I renewed this request today in another PRA request to the same parties which I have also attached.

The City is required to release all documents and information prepared using public funding, whether these materials are the work of City employees directly or the work product of City grantees or other groups benefitting from public funding. As described in my letter of February 11, 2019, the City - through OEWD - has provided extensive funding to San Francisco Parks Alliance (and its predecessor organizations Place Lab and Build Public) to promote the formation of Green Benefit Districts in several San Francisco neighborhoods. Public funding has also flowed to the benefit of the Mislson Dolores Green Benefit District formation committee in the form of, among other things, paying for neighborhood mailings, Mission Dolores GBD website development, organizing and holding public meetings and promoting petition drives related to the formation of GBDs.

The core mission of the Sunshine Ordinance Task Force will be subverted if City agencies are allowed to avoid public scrutiny by working through grantees and proxies such as the San Francisco Parks Alliance and the Mission Dolores Green Benefit District Formation Committee, both of which entities have benefitted from significant public funding.

This matter was discussed at the May 21 SOTF Committee meeting and refered to the full Task Force for its consideration.

Thank you for your attention to this compliant.

Sincerely. 2 PSHOO Jóhn Hooper

201 Buena Vista Ave East SF, CA 94117-4103 415-626-8880 May 29, 2019

by email and certified mail

Director, Office of Economic and Workforce Development Director, San Francisco Public Works Board of Directors and CEO, San Francisco Parks Alliance Formation Committee, Mission Dolores GBD

Re Renewed Public Records Act request for additional documents pertaining to formation of a Greater Buena Vista Green Benefit District and a Mission Dolores Green Benefit District.

Dear Sirs and Mesdames:

The purpose of this letter is to request that you provide additional documents and materials originally listed in nine numbered paragraphs as set forth in my earlier PRA request dated February 11, 2019. Many of the documents requested at that time have not been provided.

The City and County of San Francisco must provide documents and information funded by the City as described in my earlier PRA request dated February 11, 2019.

Rather than restate the contents of that earlier letter, I am highlighting those materials which have not been provided as they were set forth in my earlier letter.

Thank you for your prompt attention to this matter.

Sincerely,

John Hooper 201 Buena Vista Ave east San Francisco, CA 94117-4103 415-626-8880 February11, 2019

Director, Office of Economic and Workforce Development (OEWD) Director, San Francisco Department of Public Works General Mgr., San Francisco Recreation and Park Department Board of Directors and CEO, San Francisco Parks Alliance, including: Organizing Committee, Greater Buena Vista Green Benefit District (GBVGBD) Formation Committee, Mission Dolores GBD

RE: Public Records Act request for documents pertaining to formation of a Greater Buena Vista Green Benefit District (GBVGBD) and a Mission Dolores Green Benefit District (MDGBD)

Dear Sirs and Mesdames:

Public funding through DPW and OEWD has been provided to San Francisco Parks Alliance ("Parks Alliance") for efforts to form Green Benefit Districts for the Greater Buena Vista neighborhood (GBVGBD) and the neighborhood around Mission Dolores Park (MDGBD). This public funding has paid for, inter alia, several direct mailings, the conduct and analysis of surveys, design and maintenance of websites, and the conduct of several public meetings.

In July 2018, Parks Alliance merged with Place Lab, a dba of Build Public Inc. (Place Lab website, "Who We Are" <u>http://placelabsf.org/about/</u>; and Parks Alliance 2018 Impact Report, p.1, <u>https://www.sfparksalliance.org/sites/default/files/2018_SFPA_Impact_report.pdf</u>).

Pursuant to Articles 6.5, 6.6, 6.8, and 6.9 of a July 1, 2018 Grant Agreement between City & County of SF and the Alliance (Contract # 1000012901, captioned "To determine the level of support for the formation of a two new Green Benefit Districts") (GBV and Mission Dolores), all of the books and records of SF Parks Alliance (including Place Lab and Build Public Inc.), connected with or relating to the project – including, but not limited to reports, notes, ineeting minutes, documents, videotapes, audiotapes, correspondence, and attendance records – are property of the City & County of SF and the contracting Agency (OECD).

Under the law of the State of California, such public records are "under the ownership and control" of the public agency, and are therefore subject to Public Records Act requests. Some or all of the following documents have been denied to the public through other means. The requested public records must be made available to the requesting public, wherever the records may be physically located – whether in City offices or computers or files, or in the offices, files, and/or computers of the city's contractors, subcontractors, agents, or their respective individual employees and/or agents.

Accordingly, and pursuant to the California Public Records Act, California Government Code Section 6250ff, and the San Francisco Sunsbine Ordinance (Chapter 67 of the San Francisco Administrative Code, this is to request that the San Francisco Office of Economic and Workforce Development (OEWD), Department of Public Works, Recreation and Park Department, San Francisco Parks Alliance, Place Lab, Build Public, Inc, Organizing Committee for the Greater

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Buena Vista Green Benefit District (GBVGBD) and Formation Committee for the Mission Dolores GBD, and all of their respective employees, agents, contractors, and/or subcontractors (collectively, "YOU") and each of YOU produce, on or before close of business February 28, 2019 the following specific records, documents, and things wherever they may be located:

1. Grant applications to OEWD, OEWD contracts, verbatim transcripts, photographs, videos, tape recordings, sign-in sheets, attendance records, notes, memoranda, reports, and any other records in any form of public meetings to discuss, organize, and/or promote a GBV GBD held on May 7, 2018, June 11, 2018, and/or January 8, 2019.

2. All emails, text messages, and other correspondence, including minutes of all GBD organization committee meetings and correspondence, between YOU and any other person or entity, relating to the planning, execution, and/or follow-up related to public meetings to discuss, organize, and/or promote a GBV GBD held on May 7, 2018, June 11, 2018, and/or January 8, 2019.

3. All raw survey data collected in connection with GBVGBD surveys.

4. All public records, as defined in Gov. Code Section 6252 (c) and (e), including correspondence (including but not limited to letters, e-mails, and text messages), contracts, agreements, mailing lists, surveys and online surveys, responses to surveys and online surveys, budgets, expenditures, and memoranda (including all methods of transcription) memorializing, describing, or otherwise relating to the planning for, public interest and/or opinion surveying for, expenditure of public funds for, organization, and/or formation of a possible GBVGBD.

5. Verbatim transcripts, photographs, videos, tape recordings, sign-in sheets, attendance records, notes, memoranda, reports, and any other records in any form of public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018.

6. All emails, text messages, and other correspondence, including minutes of all MDGBD formation committee meetings, relating to the planning, execution, and/or follow-up related to public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018.

7. All raw survey data collected in connection with Mission Dolores GBD surveys.

8. All documents, records, and/or correspondence relating to the funding and initiation of a management plan/engineer's report in connection with a Mission Dolores GBD.

9. All public records, as defined in Gov. Code Section 6252 (c) and (e), including correspondence (including but not limited to letters, e-mails, and text messages), contracts, agreements, mailing lists, surveys and online surveys, responses to surveys and online surveys, budgets, expenditures, and memoranda (including all methods of transcription) memorializing, describing, or otherwise relating to the planning for, public interest and/or opinion surveying for, expenditure of public funds for, organization, and/or formation of a possible Mission Dolores GBD.

The California Public Records Act declares that "access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state" (Section 6250), and for that reason is to be construed liberally in favor of disclosure of public records. Cal. Const., art. I, § 3, subd. (b)(2). The California Supreme Court has recently held that this liberal construction of the Public Records Act reaches records in a public agency's constructive possession or control, including documents in an employee's personal computer City of San Jose vs. Superior Court of Santa Clara County (2017) 2 Cal.5th 608, 389 P.3rd 848, 214 Cal.Rptr.3d 274, and those held by a public agency's contractor or consultant. Community Youth Athletic Center v. City of National City (4th Dist., 2013) 220 Cal.App.4th 1385, 1426, 1428-1429. In this case, the San Francisco Departments of Public Works, Recreation and Park, OEWD, et al. have obligations to produce documents fitting the foregoing descriptions - even if they might have a different caption, and even if the documents are being held by Build Public/Place Lab, San Francisco Parks Alliance, the Greater Buena Vista Green Benefit District (GBVGBD, Mission Dolores GBD, Urban Resource Systems, or another of the Departments' contractors, consultants, or agents. As the Court of Appeal found in the Community Youth Athletic Center case, the public agencies - in this case, the San Francisco Public Works, Recreation and Park Departments, OEWD et al.- have an obligation to obtain the requested documents from their contractors and/or consultants, and make the documents available to the requesting party.

On this point, the Public Records Act provides that "A state or local agency may not allow another party to control the disclosure of information that is otherwise subject to disclosure pursuant to this chapter." (Govt.C. 6253.3).

Accordingly, this is to request that the above-described documents – wherever they may physically be located, whether in a city office or computer or in the hands of employees of Place Lab, San Francisco Parks Alliance, GBVGBD, Mission Dolores GBD or another of the City's consultants, agents or contractors -- be made available by close of business on February 28. 2019

Sincerely,

John C. Hooper 201 Buena Vista Ave East San Francisco, CA 94117-4103 415-626-8880

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cc: standard distribution

Address list:

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San Francisco Public Works attn: Mohammed Nuru, director 1 Dr Carlton B Goodlett Place #348 SF, CA 94102 mohammed.nuru@sfdpw.org jonathan.goldberg@sfdpw.org

Office of Economic and Workforce Development (OEWD) attn: Chris Corgas, Senior Program Manager, Community Benefit Districts Ciry Hall, roo 448 1 Dr Carlton B. Goodlett Place SF, CA 94102-4653 christopher.corgas@sfgov.org

San Francisco Recreation and Park Dept attn: Phil Ginsburg, General Manager McLaren Lodge 501 Stanyan St. SF, CA 94117 phil.ginsburg@sfgov.org

San Francisco Parks Alliance attn: Executive Director and Board of Directors 1663 Mission St #320 SF, CA 94103 drew@sfparksalliance.org

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA City Attorney

OFFICE OF THE CITY ATTORNEY

PEDER J. V. THOREEN Deputy City Attorney

Direct Dial: (415) 554-3846 Email: Peder.Thoreen@sfaityatty.org

MEMORANDUM PRIVILEGED AND CONFIDENTIAL

TO: Sunshine Ordinance Task Force

FROM: Peder J. V. Thoreen Deputy City Attorney

DATE: July 15, 2019

RE: Complaint No. 19061: John Hooper v. Office of Economic and Workforce . Development

COMPLAINT

Complainant John Hooper ("Complainant") alleges that the Office of Economic and Workforce Development ("OEWD" or "Respondent") violated the Sunshine Ordinance, the California Public Records Act ("CPRA"), or the Brown Act by failing to provide a complete document production related to meetings regarding the Greater Buena Vista Green Benefit District ("GBVGBD") and the Mission Dolores Green Benefit District ("MDGBD").

COMPLAINANT FILES COMPLAINT

On May 29, 2019, Complainant filed this complaint with the Task Force.

JURISDICTION

Respondent is a department subject to the provisions of the Sunshine Ordinance, the CPRA, and the Brown Act regarding records requests. Respondent does not contest jurisdiction.

APPLICABLE STATUTORY SECTIONS

Section 67 of the San Francisco Administrative Code:

- Section 67.5 provides that all meetings of any policy body shall be open and public, pursuant to the Brown Act or the Sunshine Ordinance, whichever provides greater public access.
- Section 67.21 governs responses to a public records request in general.
- Section 67.32 provides, *inter alia*, that the meetings of agencies or institutions attended by City officers, agents, or representatives in their official capacities shall be open. It also provides that communications between such agencies or institutions and City employees, officers, agents, or representatives shall be accessible as public records.

Sections 6252-53 of the Cal. Govt. Code ("CPRA")

- Section 6252 sets forth definitions used in the CPRA.
- Section 6253(c) governs the timeframe in which general requests for public documents must be honored.

FOX PLAZA + 1390 MARKET STREET, 7TH FLOOR + SAN PRANCISCO, CALIFORNIA 94102-5408 RECEPTION: (415) 554-3800 + FACSIMILE; (415) 437-4644

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OFFICE OF THE CITY ATTORNEY

City and County of San Francisco

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO: Sunshine Ordinance Task Force

DATE: July 15, 2019

PAGE: 2

RE: Complaint No. 19061: John Hooper v. Office of Economic and Workforce Development

Section 54957.5 of the Cal. Govt. Code ("Brown Act")

• Section 54957.5 provides generally that agendas and related materials considered at an open meeting of a legislative body of a local agency are public records.

APPLICABLE CASE LAW

• None

BACKGROUND

On February 11, 2019, Complainant requested from Respondent (among others) a variety of materials related to the GBVGVD and MDGBD. On March 5, 2019, Respondent provided Complainant with documents responsive to his request. Complainant acknowledges that that production was "voluminous," but he contends that it was only partially responsive to his request. It appears that Respondent provided Complainant with additional documents on June 14, 2019. However, Complainant seemingly contends that Respondent has an obligation to obtain additional records from third parties. Specifically, Complainant alleges that "[e]verything produced under the OEWD/[San Francisco] Parks Alliance grant in question belongs to the City and is subject to the Sunshine Ordinance."

QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS

• Does Complainant contend that Respondent possesses additional responsive documents? If so, on what basis? If not, what is the legal basis for Complainant's contention that Respondent had an obligation to seek additional documents from third parties?

LEGAL ISSUES/LEGAL DETERMINATIONS

• Did Respondent violate the Sunshine Ordinance sections 67.21 or 67.32, CPRA section 6253(c), or Brown Act section 54957.5 by allegedly failing to satisfy Complainant's request for public records in a complete manner?

CONCLUSION

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE TRUE OR NOT TRUE.

* * *

CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO: Sunshine Ordinance Task Force

DATE: July 15, 2019 3

PAGE:

Complaint No. 19061: John Hooper v. Office of Economic and Workforce RE: Development

CHAPTER 67, SAN FRANCISCO ADMINISTRATIVE CODE (SUNSHINE **ORDINANCE**)

SEC. 67.1. FINDINGS AND PURPOSE.

The Board of Supervisors and the People of the City and County of San Francisco find and declare:

(a) Government's duty is to serve the public, reaching its decisions in full view of the public.

(b) Elected officials, commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The people do not cede to these entitics the right to decide what the people should know about the operations of local government.

(c) Although California has a long tradition of laws designed to protect the public's access to the workings of government, every generation of governmental leaders includes officials who feel more comfortable conducting public business away from the scrutiny of those who elect and employ them. New approaches to government constantly offer public officials additional ways to hide the making of public policy from the public. As government evolves, so must the laws designed to ensure that the process remains visible.

(d) The right of the people to know what their government and those acting on behalf of their government are doing is fundamental to democracy, and with very few exceptions, that right supersedes any other policy interest government officials may use to prevent public access to information. Only in rare and unusual circumstances does the public benefit from allowing the business of government to be conducted in secret, and those circumstances should be carefully and narrowly defined to prevent public officials from abusing their authority,

(e) Public officials who attempt to conduct the public's business in secret should be held accountable for their actions. Only a strong Open Government and Sunshine Ordinance, enforced by a strong Sunshine Ordinance Task Force, can protect the public's interest in open government.

(f) The people of San Francisco enact these amendments to assure that the people of the City remain in control of the government they have created.

(g) Private entities and individuals and employees and officials of the City and County of San Francisco have rights to privacy that must be respected. However, when a person or entity is before a policy body or passive meeting body, that person, and the public, has the right to an open and public process.

SEC. 67.5. MEETINGS TO BE OPEN AND PUBLIC; APPLICATION OF BROWN ACT.

All meetings of any policy body shall be open and public, and governed by the provisions of the Ralph M. Brown Act (Government Code Sections 54950 et. seq.) and of this Article. In case

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CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	4
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce
	Development

of inconsistent requirements under the Brown Act and this Article, the requirement which would result in greater or more expedited public access shall apply.

SEC. 67.21. PROCESS FOR GAINING ACCESS TO PUBLIC RECORDS; ADMINISTRATIVE APPEALS

(a) Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

(b) A custodian of a public record shall, as soon as possible and within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.

(c) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.

(d) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b), the person making the request may petition the supervisor of records for a determination whether the record requested is public. The supervisor of records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination by the supervisor of records that the record is public, the supervisor of records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the supervisor of records shall notify the district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this ordinance.

(e) If the custodian refuses, fails to comply, or incompletely complies with a request described in (b) above or if a petition is denied or not acted on by the supervisor of public records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as

OFFICE OF THE CITY ATTORNEY

CITY AND COUNTY OF SAN FRANCISCO

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	5
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce
	Development

soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this ordinance. The Board of Supervisors and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

(f) The administrative remedy provided under this article shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the superior court shall have jurisdiction to order compliance.

(g) In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

(h) On at least an annual basis, and as otherwise requested by the Sunshine Ordinance Task Force, the supervisor of public records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the supervisor of public records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor has decided. At the request of the Sunshine Ordinance Task Force, the report shall also include copies of all rulings made by the supervisor of public records and all opinions issued.

(i) The San Francisco City Attorney's office shall act to protect and secure the rights of the people of San Francisco to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this ordinance, including petitions, requests for opinion, and opinions shall be public records.

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CITY AND COUNTY OF SAN FRANCISCO

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	6
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce
	Development

(j) Notwithstanding the provisions of this section, the City Attorney may defend the City or a City Employee in litigation under this ordinance that is actually filed in court to any extent required by the City Charter or California Law.

(k) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirements provided in this ordinance.

(1) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and unseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

SEC. 67.32. PROVISION OF SERVICES TO OTHER AGENCIES; SUNSHINE REQUIRED.

It is the policy of the City and County of San Francisco to ensure opportunities for informed civic participation embodied in this Ordinance to all local, state, regional and federal agencies and institutions with which it maintains continuing legal and political relationships. Officers, agents and other representatives of the City shall continually, consistently and assertively work to seek commitments to enact open meetings, public information and citizen comment policies by these agencies and institutions, including but not limited to the Presidio Trust, the San Francisco Unified School District, the San Francisco Community College District, the San Francisco Transportation Authority, the San Francisco Housing Authority, the Treasure Island Development Authority, the San Francisco Redevelopment Authority and the University of California. To the extent not expressly prohibited by law, copies of all written communications with the above identified entities and any City employee, officer, agents, or and representative, shall be accessible as public records. To the extent not expressly prohibited by law, any meeting of the governing body of any such agency and institution at which City officers, agents or representatives are present in their official capacities shall be open to the public, and this provision cannot be waived by any City officer, agent or representative. The City shall give no subsidy in money, tax abatements, land, or services to any private entity unless that private entity agrees in writing to provide the City with financial projections (including profit and loss figures), and annual audited financial statements for the project thereafter, for the project upon which the subsidy is based and all such projections and financial statements shall be public records that must be disclosed.

CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO: Sunshine Ordinance Task Force

DATE: July 15, 2019 7

PAGE:

RE: Complaint No. 19061: John Hooper v. Office of Economic and Workforce Development

GOVERNMENT CODE SECTION 6250, et seq. (CPRA)

SEC. 6252

As used in this chapter:

(a) "Local agency" includes a county; city, whether general law or chartered; city and county; school district; municipal corporation; district; political subdivision; or any board, commission or agency thereof; other local public agency; or entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Section 54952.

(b) "Member of the public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his or her membership, agency, office, or employment.

(c) "Person" includes any natural person, corporation, partnership, limited liability company, firm, or association.

(d) "Public agency" means any state or local agency.

(e) "Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975.

(f) (1) "State agency" means every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(2) Notwithstanding paragraph (1) or any other law, "state agency" shall also mean the State Bar of California, as described in Section 6001 of the Business and Professions Code.

(g) "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

SEC. 6253

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records except from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

OFFICE OF THE CITY ATTORNEY

CITY AND COUNTY OF SAN FRANCISCO

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	8
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce
	Development

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designce to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

(1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.

(2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.

(3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

(4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

(d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.

(e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.

(f) In addition to maintaining public records for public inspection during the office hours of the public agency, a public agency may comply with subdivision (a) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted. However, if after the public agency directs a member of the public to the Internet Web site, the member of the public requesting the public record requests a copy of the public record due to an inability to access or reproduce the public record from the Internet Web site, the public agency shall promptly provide a copy of the public record pursuant to subdivision (b).

CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE CITY ATTORNEY

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	9
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce

Development

GOVERNMENT CODE SECTION 54950, et seq. (Brown Act)

SEC. 54952

As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.

(b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.

(2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

(d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety Code after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

SEC. 54957.5

(a) Notwithstanding Section 6255 or any other law, agendas of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion or consideration at an open meeting of the body, are disclosable public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and

City and County of San Francisco

MEMORANDUM PRIVILEGED & CONFIDENTIAL

TO:	Sunshine Ordinance Task Force
DATE:	July 15, 2019
PAGE:	10
RE:	Complaint No. 19061: John Hooper v. Office of Economic and Workforce
	Development

shall be made available upon request without delay. However, this section shall not include any writing exempt from public disclosure under Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, 6254.22, or 6254.26.

(b) (1) If a writing that is a public record under subdivision (a), and that relates to an agenda item for an open session of a regular meeting of the legislative body of a local agency, is distributed less than 72 hours prior to that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

(2) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose. Each local agency shall list the address of this office or location on the agendas for all meetings of the legislative body of that agency. The local agency also may post the writing on the local agency's Internet Web site in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(3) This subdivision shall become operative on July 1, 2008.

(c) Writings that are public records under subdivision (a) and that are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 6253, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(c) This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1). This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

Sunshine Ordinance Task Force Complaint Summary

File No. 19061

John Hooper v. Office of Economic and Workforce Development

Date filed with SOTF: 6/1/19

Contacts information (Complainant information listed first): John Hooper (<u>hooparb@aol.com</u>); 201 Buena Vista Avc., East, SF, CA 94117-4103 (Complainant); Chris Corgas (<u>Christopher.Corgas@sfgov.org</u>) Marianne M. Thompson (<u>Marianne.Thompson@sfgov.org</u>) Office of Economic and Workforce Development (Respondent)

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Administrative Summary if applicable:

Complaint Attached.

Complainant/Petitioners Documents Submission

Leger, Cheryl (BOS)

 From:
 John C. Hooper <hooparb@aol.com>

 Sent:
 Monday, November 23, 2020 10:20 AM

 To:
 SOTF, (BOS)

 Subject:
 SOTF - revised statement for 12/2/20 hearing including SOTF page numbers for ease of reference

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Revised Statement to the Sunshine Ordinance Task Force Re Complaint # 19061 (OEWD)to be made on December 2, 2020 including SOTF file page numbers for ease of reference

Thank you, as always, for this opportunity. My name is John Hooper.

To recap where we find ourselves today, this complaint originated with a PRA request I submitted to numerous parties involved in Green Benefit District (GBD) formation efforts, including OEWD and Parks Alliance. This original request was made in the form of a certified letter dated February 11, 2019 (pages 266-269 **Note: all page references here are to SOTF file pages**).

After receiving voluminous but incomplete responses, I renewed the request on May 29, 2019 and filed a complaint with SOTF that same day (pages and 264-265 also 298-299) because I had not then - and have still not - received all the information I had requested. This matter was forwarded to you from the Complaints Committee on October 20, 2020, which re-affirmed that the records I seek are public and there is jurisdiction. A chronology of my attempts to obtain the requested information can be found in a written statement I prepared for a cancelled February 18, 2020 Complaints Committee hearing. (pages 285-287)

Today I am asking the Task Force to find violations of the Sunshine Ordinance and to order the production of the documents I have been seeking for almost two years, whether they reside with OEWD, PW or third party, Parks Alliance. My February 11, 2019 PRA request makes it clear that the City is responsible for providing documents even though they may be held by a non-profit third party under contract with the City and paid by the City. (see citations: City of San Jose et al)

I would like to address two questions today:

- 1. What requested information have I not received and why do I believe it exists?
- 2. What information has the SOTF received from OEWD which is incorrect or misleading?

So let's start with the information I have not received and which I have asked for in some detail at prior hearings (see pages 296; 779-780; and 798). Without being exhaustive, the following are among the more important documents I have requested and not received:

1A. Funding for Green Benefit Districts

Referring first to Question 1 in my February 11, 2019 PRA request (page 267) and referring also to footnote 4 to my April 3, 2019 letter to the City Attorney (pages 853-863; see also 1079-1089) in which an email exchange between the Public Works GBD Program manager and the Greater Buena Vista GBD Formation Committee states that OEWD does not fund Green Benefit Districts is quoted. (pages 857-858 at footnote 4), I am looking for any and all information clarifying what this exchange means. If OEWD's policy was not to fund GBDs, then where is the money coming from? I have requested details on all sources and expenditures of funds.

Next, referring to updated Appendix B to a July 1, 2018 contract between OEWD and San Francisco Parks Alliance called Tasks and Deliverables for Project Area B; Dolores Park (pages 786-794 and also 837-846):

1B. Invoices and records of payment by OEWD

I have not received any invoices or records of payment cited as deliverables in the 31 deliverables outlined in this appendix. Having this information is central to understanding how public funding was spent.

1C. Parks Alliance interactions with MDGBD Steering Committee

I have not received Parks Alliance recommendations and suggestions for the Project B GBD Steering Committee (see Task and deliverables Task 10 (page 788)

1D. MDGBD Management Plan

I have not received any information as described in Tasks and Deliverables 14 (page 790), including but not limited to an approval letter from the **City's Team (**page 359) and the City Attorney, invoices and the management plan in draft form.

1E. Engineer's Report

I have not received any information as described in Tasks and Deliverables 15 (page 790). See also Task 4 from the Appendic of an earlier contract (page 361) This information is particularly important as the Engineer's report is a prerequisite to initiating a Petition Drive and is the only legally required document in establishing the so-called "special benefits" provided by benefit districts. Furthermore, it appears Parks Alliance expected to be paid \$27,284.00 for this report (page 800 and 831) You have been incorrectly informed by the OEWD Custodian that no Engineer's Report was required under this contract (see below at 2A)

1F. Public Works and City Attorney approval

I have not received any information regarding Task and Deliverables 17 (page 791)

1G. Petition Campaign outreach strategy

I have not received any information regarding Task and deliverable 20 (page 792)

1H. Petition Tracking

I have not received any information concerning Task and Deliverable 23. Given that the Petition Drive, sent out and collected by Parks Alliance (pages 327-329), dragged on for approximately a year and a half, I am particularly interested in Deliverable DDD. (page 792)

2. Now I would like to correct certain misstatements of fact provided you by the OEWD Custodian of Records.

A. At the October 20, 2020 Complaints Committee hearing, a Task Force Member asked the OEWD Custodian of Records: "Did you produce any kind of Engineer's Report (ie. in response to my PRA requests)?" OEWD Response: **"There was no Engineer's Report required of that contract."** This is incorrect information. An Engineer's report is a legal prerequisite to commencing a Petition Drive. The Mission Dolores GBD Petition Drive ran for almost a year and a half before being abandoned. The Mission Dolores Engineer's Report was displayed in its entirety on the MDGBD website, but that website has been removed without a trace. It is also worth noting that the MDGBD Engineer's report was the subject of my April 17, 2019 letter to the City Attorney (see supra at 1A) and, furthermore, was appealed to the State Board of Professional Engineers on 5/17/19 for its serious inaccuracies. The public has a right to know how much the City (persumably via Parks Alliance) paid to have this report prepared.

B. The OEWD Custodian has, at various times, described contracts between her agency and Parks Alliance (including earlier related contracts with Build Public and/or Place Lab as having, variously, "7 deliverables" and "13 deliverables reduced to 8". (pages 359-362) The most recent July 1, 2018 contract, already discussed, has 31 deliverables. To clear up this confusion, I would like you to require OEWD to provide me with **all** the contracts between the agency and Build Public, or Place lab or San Francisco Parks Alliance whether current, superseded or expired. This is the only way the Task Force and the public can understand a complicated situation where City contracts have evolved as the names of non-profits continue to change.

C. At a Complaint Committee hearing in August 2019, the OEWD Custodian handed me some 100 pages of irrelevant of obsolete information, purporting to be the information I had requested (and in her recounting, which I had repeatedly lost). That stack of papers included: a partial copy of a funding request dated May 18. 2018 between OEWD and Build Public in the amount of \$66,000 which pertained in large part to the discredited Greater Buena Vista GBD promotion effort; to the degree it pertained to the Dolores Park GBD effort, the budget request was obsolete and had been apparently superseded by later contracts which I have never seen. In a word, the dramatic gesture of handing over this material at that hearing was nothing more than theater. I have refrained from clogging up the record with these documents but am wiling to submit them at your request.

D. Equally troubling was the fact that my original February 11, 2019 PRA request sent by Certified Mail to OEWD's correct address (page 782) was returned as "undeliverable." This event alone may have been a mistake, but, coupled with the stonewalling that has occurred since, it's hard to avoid the impression that OEWD does not want the sun to shine on this particular project.

E. A Parks Alliance representative allegedly told the Assistant Clerk of the Board, who informed me, that "you have been working with the Director (of Parks Alliance) to get your documents" As I informed the Clerk, this statement has no basis in fact. I have had no contact with the Director of Parks Alliance on this matter.

- end of statement -

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Tuesday, November 17, 2020 11:49 AM
To:	SOTF, (BOS)
Subject:	Statement for the record -12.2/20 SOTF hearing - please acknowledge receipt.

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Statement to the Sunshine Ordinance Task Force Re Complaint # 19061 (OEWD) on December 2, 2020

Thank you, as always, for this opportunity. My name is John Hooper.

To recap where we find ourselves today, this complaint originated with a PRA request I submitted to numerous parties involved in Green Benefit District (GBD) formation efforts, including OEWD and Parks Alliance. This original request was made in the form of a certified letter dated February 11, 2019 (pages _______ Note: all page references here are to SOTF file pages numbers).

After receiving voluminous but incomplete responses, I renewed the request on May 29, 2019 and filed a complaint with SOTF that same day (pages _____) because I had not then - and have still not - received all the information I had requested. This matter was forwarded to you from the Complaints Committee on October 20, 2020, which re-affirmed that the records I seek are public. A chronology of my attempts to obtain the requested information can be found in a written statement I submitted for a cancelled February 18, 2020 Complaints Committee hearing. (pages _____)

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I would like to address two questions today:

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- end of statement -

Please allocate the following way:

Grantee:	San Francisco Parks Alliance	Blanket:	Contract ID# 1000012901
Purpose/ Modules:	Buena Vista and Dolores Park GBDs	Amendmo	ent or New (circle one)
Amount to l	be encumbered : \$156,984.00	Workfor	ce or Econ (circle one)

Grant Byron M Lam Coordinator:

General Fund	Other (Specify)
IIN 18 th St. Merchant Capacity Building (ACT	DPW
0093)	Dept: 2207767
Dept: 207767	Fund: 10020
Fund: 10010	Authority: 17355
Authority: 16652	Project: 10022531
Project: 10022531	Activity: 0072
Activity: 0093	Budget: FY 19
\$25,000	\$33,000.00
	\$33,000 from DPW work order in FY 17-18
	Public Works work order in FY 18-19
	Dept: 207767
	Fund: 10010
	Authority: 16652
	Project: 10022531
	Activity: 0136
	\$98,984.00 Public Works Order FY18-19

Leger, Cheryl (BOS)

From: Sent: To: Subject: Attachments: John C. Hooper <hooparb@aol.com> Monday, November 23, 2020 11:24 AM SOTF, (BOS) Fwd: MDGBD Engineer's report and SOTF complaint # 19061 Engineers+Report+FINAL,+4-9-2019.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

The SOTF Complaint Committee was incorrectly informed by the OEWD Custodian of Records on 10/21/20 that "there was no Engineer's Report required of that (ie Mission Dolores GBD) contract."

Attached is a copy of that report which was appeasled to the State Board of Progfesseional Engineers for inaccuracies.

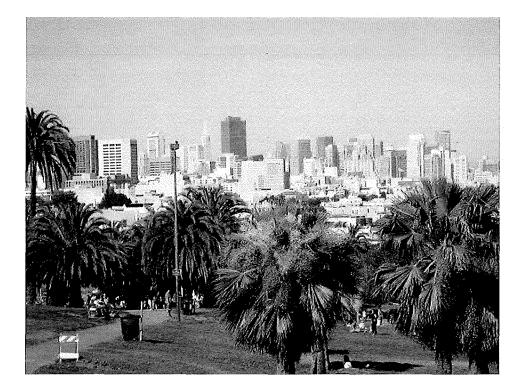
It is important that the SOTF has accurate information upon which to base its deliberations. Please include in the record of #19061.

Thanks, JH

Appendix A

Mission Dolores Green Benefit District

Engineer's Report



San Francisco, California April 2019

> *Prepared by:* Kristin Lowell Inc.

Article XIIID of the California State Constitution and the State of California Property and Business Improvement District Law of 1994 and augmented by Article 15A of the San Francisco Business and Tax Regulations Code to authorize a Green Benefit District

TABLE OF CONTENTS

ENGINEER'S ST	ATEMENT	. 1
ENGINEER'S RE	PORT:	
SECTION A:	Legislative and Judicial Review	. 2
SECTION B:	Improvements and Activities	. 5
SECTION C:	Benefitting Parcels	. 8
SECTION D:	Special and General Benefits	10
SECTION E:	Proportional Benefits	15
SECTION F:	Cost Estimate	17
SECTION G:	Apportionment Method	19
SECTION H:	Assessment Roll	23

ATTACHMENT A: Assessment Roll

ENGINEER'S STATEMENT

This Report is prepared pursuant to Article XIIID of the California State Constitution (Proposition 218), and the State of California Property and Business Improvement District Law of 1994 as augmented by Article 15A of the San Francisco Business and Tax Regulations Code.

The Mission Dolores Green Benefits District ("MDGBD") will provide activities that are either currently not provided or above and beyond what the City of San Francisco provides. These activities will specially benefit each individual assessable parcel in the MDGBD. Every individual assessed parcel within the MDGBD receives special benefit from the activities identified under <u>Section B</u> of this Report. Only those individual assessed parcels within the MDGBD receive the special benefit of these proposed activities; parcels contiguous to and outside the MDGBD and the public at large may receive a general benefit, as outlined in <u>Section E</u>. The costs allocated to general benefits will be funded from sources other than special assessments.

The duration of the proposed MDGBD is ten (10) years, commencing July 1, 2019. An estimated budget for the MDGBD improvements and activities is set forth in <u>Section F</u>. Assessments will be subject to an annual increase of up to 3% per year as determined by the Owners' Association. Assessment increases must stay between 0% and 3% in any given year. Funding for the MDGBD improvements and activities shall be derived from a property-based assessment on each specially benefitted parcel in the MDGBD. A detailed description of the methodology for determining the proportional special benefit each individual assessable parcel receives from the service and the assessment for each parcel is set forth in <u>Section G</u>.

I hereby certify to the best of my professional knowledge that each of the identified assessable parcels located within the MDGBD will receive a special benefit over and above the benefits conferred to those parcels outside of the MDGBD boundary and to the public at large, and that the amount of the proposed special assessment is proportional to, and no greater than, the special benefits received.



Respectfully submitted,

Terrance Elowell

Terrance E. Lowell, P.E.

SECTION A: LEGISLATIVE AND JUDICIAL REVIEW

Property and Business Improvement District Law of 1994

Streets and Highways Code Section 36600 et seq. (the "1994 Act"), as augmented by Article 15A of the San Francisco Business and Tax Regulations Code, authorizes the City to levy assessments upon real property for the purposes of providing improvements and activities that specially benefit each individual assessed parcel in the MDGBD. The purpose of the MDGBD is to encourage commerce, investment, and business activities and to improve residential serving uses by focusing on landscaping, improvements, and maintenance of plazas, parklets, sidewalks, unimproved areas, landscaped areas and gardens. In order to meet these goals, GBDs typically fund activities and improvements such as neighborhood beautification, enhanced safety and cleaning, and streetscape enhancements. Unlike other assessment districts which fund the construction of public capital improvements or maintenance thereof. MDGBDs provide activities and improvements "to promote the economic revitalization and physical maintenance of the business districts of their cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts." (Streets and Highways Code Section 36601(b)). The improvements and activities funded through the MDGBD are over and above those already provided by the City within the MDGBD's boundaries. Each of the MDGBD activities or improvements is intended to improve the quality of life for its residents, increase building occupancy and lease rates, encourage new business development, and attract residential serving businesses and services.

Specifically, the State Law defines "Improvements" and "Activities" as follows:

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more...^{»1}

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property.²

Article 15A in the City & County of San Francisco's Business and Tax Regulations Code created a procedural vehicle for the City to establish GBDs. GBD improvements, services and activities may include, but are not limited to enhancements to, "Ecological, water and energy systems, pedestrian and bicycle amenities, and recreational improvements." As defined by Article 15A, public realm areas are, "Outdoor spaces open to the public including parks, parklets, sidewalks, unimproved areas, landscaped areas, plazas, and gardens." This means the services provided by a GBD can be tailored to benefit and address the needs of all open spaces in the community, not just formal parks.

¹California Streets and Highways Code, Section 36610.

²California Streets and Highways Code, Section 36606.

Mission Dolores GBD
Engineer's Report

Article XIIID of the State Constitution

In 1996, California voters approved Proposition 218, codified in part as Article XIIID of the State Constitution. Among other requirements, Article XIIID changes the way local agencies enact local taxes and levy assessments on real property. It states, in relevant part, that:

(a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel. Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.

(b) All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California.³

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."⁴

Judicial Guidance

Since the enactment of Article XIIID, the courts have rendered opinions regarding various aspects of Article XIIID. Notable portions of cases that apply to assessment districts in general and this MDGBD in particular are noted below.

"The engineer's report describes the services to be provided by the [district]; (1) security, (2) streetscape maintenance (e.g., street sweeping, gutter cleaning, graffiti removal), and (3) marketing, promotion, and special events. They are all services over and above those already provided by the City within the boundaries of the [district]. And they are particular and distinct benefits to be provided only to the properties within the [district], not to the public at large—they 'affect the assessed property in a way that is particular and distinct from [their] effect on other parcels and that real property in general and the public at large do not share."⁵

"...separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits."⁶

³ Section 4, Article XIIID of the State Constitution.

⁴ Section 2 (i), Article XIIID of the State Constitution.

⁵ Dahms v. Downtown Pomona Property and Business Improvement District (2009) 174 Cal.App. 4th 708, 722.

⁶Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516, 1532.

Mission Dolores GBD
Engineer's Report

"...the agency must determine or approximate the percentage of the total benefit conferred by the service or improvement that will be enjoyed by the general public and deduct that percentage of the total cost of the service or improvement from the special assessment levied against the specially benefitted property owners."⁷

"...even minimal general benefits must be separated from special benefits and quantified so that the percentage of the cost of services and improvements representing general benefits, however slight, can be deducted from the amount of the cost assessed against specially benefitting properties."⁸

The contents of this Engineer's Report are prepared in compliance with the above noted authorizing legislation, the State Constitution and judicial opinions.

⁷ Golden Hill Neighborhood Association, Inc. v. City of San Diego (2011) 199 Cal.App. 4th 416, 438.
 ⁸ Golden Hill Neighborhood Association, Inc. v. City of San Diego (2011) 199 Cal.App. 4th 416, 439.

SECTION B: IMPROVEMENTS AND ACTIVITIES

The MDGBD Formation Committee collectively determined the priority services, activities and improvements that the MDGBD will deliver. The primary needs as determined by the property owners are Cleaning, Safety & Beautification; Advocacy & Engagement; and Accountability & Transparency:

Cleaning, Safety & Beautification

The Cleaning, Safety & Beautification Program works to ensure the aesthetic beauty and cleanliness of the neighborhood, and provides a safe & welcoming environment for all while preserving the unique character of the community. The Program strives for a clean, litter-free, and well-kept environment by significantly reducing instances of graffiti, illegal dumping, overgrowth, and other signs of neglect, thus helping to build an aesthetically pleasing and vibrant community that honors the diversity and characteristics of the neighborhood. This includes a focus on the sidewalks, stairways, informal parks & open spaces, and public fixtures District-wide, in both the residential and commercial corridors. The Program will also collaborate with a broad base of internal & external stakeholders to address safety concerns respectful of all constituents.

The Cleaning, Safety & Beautification Program will apply throughout the Standard Service Zone as well as the Enhanced Service Zone, with the Enhanced Service Zone parcels receiving a higher frequency and concentration of these activities. These activities may include, but are not limited to:

- <u>**Trash Patrol:**</u> Supply trash and debris removal staff targeting trash and debris hot spots identified by the community.
- <u>Sidewalk Steam Cleaning</u>: Provide scheduled sidewalk steam cleaning/power washing in high need pedestrian areas and also on-call response.
- **<u>Graffiti Abatement</u>**: Address graffiti hotspots identified by the community and provide oncall response.
- <u>Care and Enhancement of Informal Parks & Open Spaces</u>: Perform small-scale sapling and shrub pruning, weed removal, fertilization, irrigation & turf care, and sidewalk/stairway improvements, fund new plantings if not provided for.
- <u>Safety Enhancements</u>: Work with City Departments to increase neighborhood safety. Contract additional assistance as needed, e.g. during major events or holidays. Activities may include providing a safe presence in public areas, and reporting safety issues.
- <u>Homeless & Transient Outreach</u>: Staff ambassadors that work with existing service providers to connect individuals in need to the services that exist, including services within the neighborhood.

Advocacy & Engagement

The Advocacy & Engagement activities focus internally and externally on services, activities, and improvements to the neighborhood by creating a more vibrant, connected community. The increased advocacy ensures the City continues to deliver at least its current baseline of services while providing the opportunity to garner other in-kind support, grants, and donations from Public,

Mission Dolores GBDApril 2019Engineer's ReportPage 6 of 23

Private, & Non-Profit sources for the neighborhood. The activities aims to foster a sense of pride for the residents, merchants, and property owners via interactive community activities, beautification projects, and capital improvements. Guiding principles include a focus on natural beauty, sustainability, and preserving the unique character of the Mission Dolores (including the local businesses).

The Advocacy & Engagement Program will apply uniformly throughout the Standard Service Zone and Enhanced Service Zone overlay. These services may include, but are not limited to:

- <u>Neighborhood Advocacy:</u> Serve as a unified voice championing the needs of the Neighborhood when engaging City departments, Supervisors, Mayor's office and other local agencies. Ensure City fulfills commitment to providing "Baseline Services" are provided including keeping records of metrics and reporting.
- <u>Neighborhood Fundraising</u>: Secure additional funding for services & projects that will provide special benefits, by soliciting in-kind support, grants, and donations from government, private, and non-profit sources.
- <u>Community Engagement:</u> Work with the neighborhood's diverse group of stakeholders and community groups to plan and fund community activities such as neighborhood nights out, block parties, history walks, volunteer events, and temporary installations and performances to activate underutilized spaces
- <u>Neighborhood Improvement:</u> Deliver capital improvements projects that benefit the Community, amplify its unique character, and Greening & Sustainability. Improvements could include:
 - New Public Realm additions parklets, plazas, median & sidewalk greenings, street trees and/or furniture, green infrastructure with assistance from government agencies
 - Existing Public Realm improvements Enhanced sidewalk landscaping & greenery: Public art & murals, improved lightning, additional trash and recycling receptacles, new traffic-calming features (Ride-sharing stops, pedestrian amenities, etc.)
- <u>Local Business Promotion</u>: Establish regular programming and events along the commercial corridor to further connection to neighborhood. Work together with local business to promote their offerings and secure grants for façade upgrades and economic assistance for new businesses
- <u>Strengthen the Connection between Parks and the Neighborhood:</u> Collaborate with the Recreation and Park Department along with stewardship groups to implement community-driven improvements that enhance the community's experience with (and impact from) the parks and open spaces.

Accountability & Transparency

The Accountability & Transparency activities ensure the proper management of the MDGBD and the good stewardship of the community's funds & trust. The program strives to conduct

Mission Dolores GBD	April 2019
Engineer's Report	Page 7 of 23

operations in an efficient, accountable & transparent manner. The Accountability & Transparency activities will go beyond simply following the law to exemplifying the community values.

The Accountability & Transparency Program applies to all facets of the MDGBD and may include, but is not limited to:

- <u>Quality Assurance:</u> Core activities of the MDGBD board and staff include ensuring the organization, coordination, and delivery of all services for the MDGBD whether they are supplied from the City, Service Providers, or volunteers. Oversight of all MDGBD finances at the direction of the MDGBD Board Treasurer, who is ultimately responsible for the finances of the MDGBD. An Executive Director will serve as the public face and primary point of contact for the MDGBD, especially with City Hall and local agencies. Note that these services are basic to the mission-driven goals and purposes of the District and are not "management" or "overhead".
- <u>Communication & Outreach:</u> Core activities of the GBD include developing and executing the GBD's public communication and accountability strategy. Publication of newsletters, annual reports, budgets, and website to ensure that district stakeholders understand the purpose, accomplishments, and governance of the GBD. Responsible for coordination of any needed communication strategies or tools such media outreach, smartphone apps, public relations campaigns. Note that these communication and outreach activities are a core part of the GBD services and are not "management" or "overhead".
- **<u>Compliance</u>**: Ensure compliance with all government and grant reporting requirements.
- **Operations & Contingency:** Funds for insurance, accounting, annual audit/financial reviews, office expenses, reserves, and other operational needs.

SECTION C: BENEFITTING PARCELS

Overall Boundary

The MDGBD encompasses roughly 90 whole and partial blocks. In general, the District is bounded by Valencia Street to the east, Duboce Street to the north, Market Street, Sanchez Street, Prosper Street, Hartford Street, and Castro Street to the west, and 22nd Street and 21st Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.

The MDGBD includes all parcels within the boundaries of:

- West side of Valencia Street, from Duboce Street south to 14th Street
- East and west sides of Valencia Street, from 14th Street south to 22nd Street, including APNs 3547 -018B and 3547 -019 on the south side of 14th Street, APNs 3569 -050 and 3569 -051 on the south side of 16th Street, APN 3589 -145 on the south side of 18th Street, APN 3609 044 on the south side of 20th Street, APNs 3609 -025 and 3609 -023 on the north side of 21st Street, and APN 3616 -028 on the south side of 21st Street
- APNs fronting 21st Street, from Valencia Street west to Chattanooga Street
- APNs west of MUNI right-of-way (APN 3619 -033A), including APN 3619 -055, from 21st Street south to 22nd Street
- East side of Church Street, north to Hill Street
- APNs fronting Hill Street, from Church Street west to Castro Street, excluding APN 3620 -076
- East side of Castro Street, from Hill Street north to 19th Street
- APNs fronting 19th Street, east to Hartford Street, excluding APN 3583 -056
- Both sides of Hartford Street, from 19th Street north to 18th Street, excluding APNs 3583 -079 and 3583 -080, which are part of the Castro/Upper Market CBD
 - Excluding APNs fronting 18th Street, from Hartford Street east to Noe Street, which are part of the Castro/Upper Market CBD
- South side of 17th Street, from Hartford Street east to Noe Street
- Block 3564, on the east side of Noe Street, from 17th Street north to 16th Street, excluding APNs 3564 -049, 3564 -049, 3564 -074, 3564 -075, 3564 -076, 3564 -077, 3564 -078, 3564 -079, 3564 -080, 3564 -080A, 3564 -161, 3564 -162, 3564 -092, 3564 -093, and 3564 -095, which are part of the Castro/Upper Market CBD
- South side of 16th Street, from Prosper Street east to Sanchez Street
- East side of Sanchez Street, from 16th Street north to Market Street, excluding APNs 3558 036 and 3558 -135 through 3558 -152, which are within the boundaries of Castro/Upper Market CBD
- South side of 15th Street, from Market Street to Church Street
- APNs 3544 -092 through -095, 3544 -053 through -057, on the on the east side of Church Street from 15th Street north to Market Street

Benefit Zones

The MDGBD includes two benefit zones; the Standard Service Zone, and the Enhanced Service Zone. These zones are necessary to address the different levels of Cleaning, Safety, and Beautification service deployment and frequency. Advocacy & Engagement and Accountability & Transparency services will be provided uniformly throughout the district.

Enhanced Service Zone

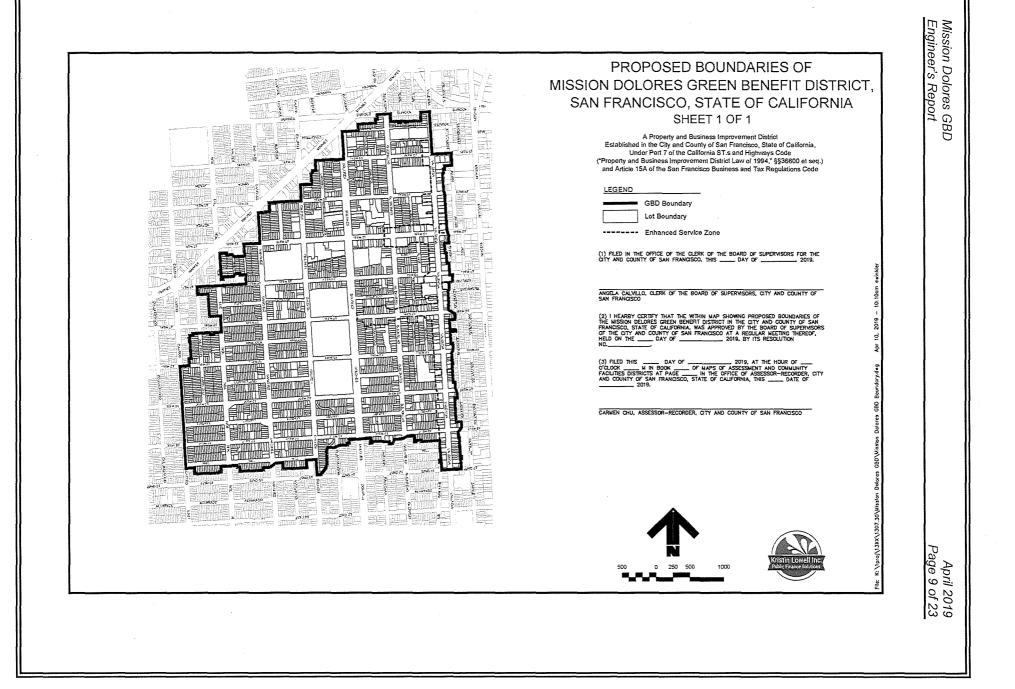
The Enhanced Service Zone features active storefronts and local businesses, generating a higher-level of pedestrian traffic throughout the day and night. Thus, due to a higher volume of uses and user groups, it will receive an enhanced level of Cleaning, Safety, and Beautification service, e.g. more frequent sidewalk sweeping, trash removal, and safety enhancements. The Valencia Commercial Corridor includes all parcels abutting Valencia Street between Duboce Avenue and 22nd Street, in addition to the following parcels:

- APNs 3556 -016, and 3556 -230 through 3556 -236, on the southeast corner of 16th Street at Guerrero Street
- APN 3567 -001 on the northeast corner of Guerrero Street at 16th Street
- APNs on the north and south sides of 16th Street, from Guerrero Street east to Valencia Street
- Commercial corridor parcels abutting Valencia Street, including APNs 3547 -018B and 3547 -019 on the south side of 14th Street, APNs 3569 -050 and 3569 -051 on the south side of 16th Street, APN 3589 -145 on the south side of 18th Street, APN 3609 -044 on the south side of 20th Street, APNs 3609 -025 and 3609 -023 on the north side of 21st Street, and APN 3616 -028 on the south side of 21st Street
- APNs on the north and south sides of 18th Street, from Dolores Street west to Valencia Street

Standard Service Zone

The Standard Service Zone is all other parcels in the MDGBD. The Standard Zone does not have the concentration of storefronts and businesses as those in the Enhanced Zone, and thus, has lower volume of pedestrian traffic. Therefore, the Standard Zone does not require the same level of Cleaning, Safety, and Beautification services as the parcels in the Enhanced Service Zone.

A map of the proposed district boundary is provided below and Attachment A, the Assessment Diagram is attached as a separate document.



SECTION D: PROPORTIONAL BENEFITS

Methodology

Article XIIID Section 4(a) of the State Constitution states that "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."

Determining the proportionate special benefit among the parcels of real property within the proposed MDGBD which benefit from the proposed improvements, services, and activities is the result of a five-step process:

- 1. Defining the proposed activities.
- 2. Quantifying the degree to which the activities provide general versus special benefits.
- 3. Determining which parcels specially benefit from the proposed activities.
- 4. Determining the amount of special benefit each parcel receives.
- 5. Determining the proportional special benefit a parcel receives in relation to the amount of special benefit all other parcels in the MDGBD receive.

Each identified parcel within the MDGBD will be assessed based upon the special benefits received by that parcel, as determined by analyzing each parcel's unique characteristics in relationship to all other specially benefitted parcels' characteristics. As a result of this analysis, each parcel will be assessed at a rate which is commensurate with the amount of special benefits received.

Property Use Considerations

The methodology provides the following treatments for property used exclusively for nonprofit or educational purposes:

Nonprofit and Educational Parcels: Nonprofit organizations (e.g. faith-based, low income housing, cultural, community services, etc.) and educational institutions will not specially benefit from increased commercial activity resulting from MDGBD services. Based on the activities proposed for the District, we estimate that this amounts to a 50% reduction in special benefits overall. Therefore, assessment rates shall be reduced by 50% if ALL of the following conditions are met:

- 1. The property owner is a nonprofit corporation that has obtained federal tax exemption under Internal Revenue Code section 501c3 or California franchise tax-exemption under the Revenue and Taxation Code Section 23701d.
- 2. The class or category of real property has been granted an exemption, in whole or in part, from real property taxation.
- 3. The nonprofit or educational use occupies a majority of building square footage within the subject property.
- 4. The property owner makes the request in writing to the City of San Francisco prior to the submission of the MDGBD assessment rolls to the County Assessor (to accommodate periodic changes in ownership or use, on or before July 1 of each year), accompanied by documentation of the tax-exempt status of the property owner and the class or category of real property.
- 5. The City of San Francisco may verify the documentation of tax-exempt status and classification of the property for assessment purposes prior to submitting the assessments to the County Assessor.

If ALL of these conditions are met, the amount of the MDGBD assessment to be levied will be reduced by one-half (50%).

The following table identifies the Educational and Non-Profit parcels that currently meet the above qualifications and will only be assessed at a 50% rate.

APN	OWNER NAME	APN	OWNER NAME
3533 -007	SAN FRANCISCO FRIENDS SCHOO	3567 -035	CHILDRENS DAY SCHOOL
3533 -037	MERCY HOUSING CA 69 L P	3567 -037	GRACE FELLOWSHIP COMMUNITY
3544 -041	SAN FRANCISCO FRIENDS SCHOO	3567 -056	NOTRE DAME SENIOR HOUSING C
3546 -002	SFCC HOUSING AUTHORITY	3567 -057	CHILDRENS DAY SCHOOL INC
3547 -009	HOUSNG DEV&NEIBHD PRES CORP	3568 -001	HOUSING DEVELOPMENT & NGHBR
3554 -016	MISSION HOUSING DEV CORP LA	3568 -003	CROWN HOTEL LLC
3554 -030	RECTOR WARDENS&VESTRYMEN OF	3577 -004	MISSION HOUSING DEV CORP
3554 -031	RECTOR WARDENS&VESTRYMEN OF	3577 -005	MISSION HOUSING DEVELOPMENT
3555 -004	APOLLO DEVELOPMENT ASSOCIAT	3577 -056	APOSTOLIC TEMPLE OF S F
3555 -062	480 VALENCIA ASSOCIATES	3577 -060	CORNERSTONE FAMILY FELLOWSH
3555 -063	CENTRO DEL PUEBLO INC	3577 -064	MISSION HOUSING DEVELOPMENT
3556 -025	HOLY FAMILY DAY HOMES OF SF	3577 -075	MISSION HOUSING DEVELOPMENT
3556 -055	MISSION DOLORES HOUSING ASS	3578 -032	FIRST COVENANT CH OF S F
3557 -010	ZAHAV SHA'AR	3578 -034	FIRST COVENANT CH OF S F
3558 -073	ST NICHOLAS CATHEDRAL MOSCO	3578 -038	FIRST COVENANT CH OF S F
3558 -074	ST NICHOLAS CATHEDRAL MOSCO	3578 -054E	FIRST COVENANT CH OF S F
3558 -113	16TH & CHURCH ST ASSOC IMPS	3578 -078	FIRST COVENANT CH OF S F
3565 -001	SAN FRANCISCO UNIFIED SCHOO	3579 -006	SAN FRANCISCO UNIFIED SCHOO
3566 -001	ARCHDIOCESE OF S F & SCHL J	3580 -196	3850 18TH STREET HOUSING AS
3566 -002	ARCHDIOCESE OF S F & SCHL J	3587 -012	VOICE OF CHRIST FULL GOSPEL
3566 -002A	ARCHDIOCESE OF S F & SCHL J	3587 -034	PROTESTANT EPISC BISHOP OF
3566 -053	R C ARCHBISHOP OF S F THE	3587 -078	MEDA SMALL PROPERTIES LLC
3566 -054	ARCHDIOCESE OF S F & SCHL J	3588 -050	MHDC ESPERANZA COLOSIMO L
3566 -055	ARCHDIOCESE OF S F & SCHL J	3588 -052	MHDC ESPERANZA COLOSIMO L
3567 -002	NORTHERN CALIFORNIA SVC LEA	3588 -082	SF WOMENS CENTERS INC
3567 -007	BOYS & GIRLS CLUBS OF SAN F	3596 -088	ASSEMBLY OF PENTECOSTAL CHU
3567 -020	BERNAL HEIGHTS HOUSING CORP	3596 -112	ST MARK INSTITUTIONAL MISSI
3567 -032	ARCHDIOCESE OF S F & SCHL J	3597 -063	LINE R SF LLC
3567 -033	ARCHDIOCESE OF S F & SCHL J	3598 -060	CHILDRENS DAY SCHOOL INC
3567 -034	GERMAN EVANGELICAL LUTH CH	3608 -025	899 GUERRERO STREET INC

New assessments for a Change in Land Use: If any parcel within the MDGBD changes land use during the life of the MDGBD, it will be subject to the assessment rate consistent with the assessment methodology for the new land use.

Special Benefit Factors

Each parcel's proportional special benefit from the MDGBD activities is determined by analyzing two land use factors: Building Square Footage plus Lot Square Footage. These land use factors are an equitable way to identify the proportional special benefit that each of the parcels receive. Building square footage is relevant to the current use of a property and is also closely correlated to the potential pedestrian traffic from each parcel and the demand for MDGBD activities. A parcel's lot square footage reflects the long-term value implications of the improvement district. Together, these land use factors serve as the basic unit of measure to calculate how much special benefit each parcel receives in relationship to the district as a whole, which is the basis to then proportionately allocate the cost of the special benefits. As noted above, nonprofit and educational parcels receive only 50% of the special benefits as indicated by these factors, so their assessments are reduced accordingly.

Building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from the County of San Francisco Assessor's records.

Lot square footage is defined as the total surface area within the boundaries of the parcel. The boundaries of a parcel are defined on the County Assessor parcel maps.

	Benefit Units		
Land Use	Lot SF	Building SF	
Enhanced Zone:			
Comm/Govt/Res	1,084,237	1,923,492	
Standard Zone:			
Comm/Govt/Res	8,421,504	9,002,206	
Non-Profit/Educational	1,413,922	1,782,521	
TOTAL:	10,919,663	12,708,219	

These land use factors factor into calculating the relative special benefit to each parcel. The total number of benefit units by land use type and zone are as follows:

SECTION E: SPECIAL and GENERAL BENEFITS

State Law requires that assessments be levied according to the estimated special benefit each assessed parcel receives from the activities and improvements. Article XIIID Section 4(a) of the California Constitution in part states that "only special benefits are assessable," which requires that we separate the general benefits, if any, from the special benefits provided by the proposed activities and improvements.

As of January 1, 2015, the State Legislature amended the 1994 Act to clarify and define both special benefit and general benefit as they relate to the improvements and activities these districts provide. Specifically, the amendment (Section 36615.5 of the Streets and Highways Code) defines special benefit as follows: "Special benefit' means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value."

In addition, the amendment (Section 36609.5 of the Streets and Highways Code) defines general benefit as follows: "General benefit' means, for purposes of a property-based district, any benefit that is not a 'special benefit' as defined in Section 36615.5."

Furthermore, the amendment (Section 36601(h)(2)) states: "Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits."

Special Benefit Analysis

All special benefits derived from the assessments outlined in this report are for property-related activities that are specifically intended for and directly benefitting each individual assessed parcel in the MDGBD. The special benefit must affect the individual assessable parcel in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. No parcel's assessment shall be greater than its proportionate share of the costs of the special benefits received.

Streets and Highways Code Section 36601(e) states that "Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits: (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied. (2) Job creation. (3) Business attraction. (4) Business retention. (5) Economic growth. (6) New investments."

Mission Dolores GBD Engineer's Report April 2019 Page 14 of 23

The MDGBD's goal is to fund activities and improvements to provide a cleaner, safer and more attractive and economically vibrant environment as outlined in Section B. The goal of improving the economic vitality is to improve the safety, cleanliness, and appearance of each individual specially benefitted parcel in an effort to increase commerce, to increase building occupancy and lease rates and to attract more customers, employees, tenants and investors.

Each parcel will specially benefit from:

- Cleaner sidewalks, streets and common areas
- Real and perceived public safety improvements
- Greater pedestrian traffic
- Enhanced rental incomes
- Improved business climate
- New business and investment
- Well-managed GBD programs and services

Specifically, each parcel specially benefits from the MDGBD activities as defined below.

Cleaning, Safety, & Beautification

The enhanced cleaning and safety activities are special benefits provided directly to the assessed parcels. These activities will make the area more attractive and safer for businesses, customers, residents, and ultimately private investment. When business location decisions are made, "lower levels of public safety lead to increased uncertainty in decision making and can be perceived as a signal of a socio-institutional environment unfavorable for investment. Uncertainty affects the investment environment in general. But in particular, it increases the fear of physical damage to investment assets (or to people) or their returns... Almost universally, places with lower crime rates are perceived as more desirable".⁹ As economic investment within the district grows, the assessed parcels will benefit from increased pedestrian traffic and commercial activity.

All parcels within the MDBGBD will specially benefit from these activities, such as:

- Clean and Safety Ambassadors that provide a higher level of maintenance and safety within the district;
- Connecting the homeless to available resources;
- Removing graffiti from buildings to keep the aesthetic appeal uniform throughout the district;
- Maintaining sidewalks in front of each parcel creates a cohesive environment and allow pedestrians to move freely throughout the district.

Advocacy & Engagement

These activities consist of services that foster a sense of pride for the residents, merchants, and property owners via interactive community activities, beautification projects, and capital improvements. All parcels will specially benefit from these activities, such as:

• Neighborhood advocacy that champions the entire MDGBD with a unified voice when engaging City departments and other local agencies;

⁹ "Accelerating economic growth and vitality through smarter public safety management" IBM Global Business Services Executive Report, September 2012, pg. 2

- Fundraising that will leverage the assessments for additional services and projects throughout the MDGBD;
- Enhancing the public realm with additional parklets, plazas, landscaping, streetscape furniture, and new traffic-calming features;
- Promoting local businesses through special events and securing grants for façade improvements and economic assistance for new businesses.

Accountability & Transparency

The MDGBD requires a professional staff to properly manage programs, communicate with stakeholders and provide leadership. Each parcel will specially benefit from the MDGBD Administration staff that will ensure that the MDGBD services are provided and deployed as specifically laid out in this Engineer's Report and will provide leadership to represent the community with one clear voice.

Special Benefit Conclusion

Based on the special benefits each assessed parcel receives from the MDGBD activities, we conclude that each of the proposed activities provides special benefits to the real property within the MDGBD and that each parcel's assessment is in direct relationship to and no greater than the special benefits received.

The special benefit to parcels from the proposed MDGBD activities and improvements described in this report is the basis for allocating the proposed assessments. Based on the system of apportionment set forth in Section G, below, each individual assessed parcel's assessment does not exceed the reasonable cost of the proportionate special benefit it receives from the MDGBD activities.

General Benefit Analysis

As required by the State Constitution Article XIIID Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the activities that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the MDGBD activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels receive. This analysis will evaluate and determine the level of general benefits that (1) parcels inside of the MDGBD, (2) parcels outside of the MDGBD, and (3) the public at large may receive.

General Benefit to Parcels Inside the MDGBD

The MDGBD provides funds for activities and improvements that are designed for and created to be provided directly to each individually assessed parcel within the MDGBD. Each individual assessed parcel will specially benefit from these activities, thus 100% of the benefits conferred on these parcels are distinct and special in nature and 0% of the MDGBD activities provide a general benefit to parcels in the MDGBD boundary.

General Benefit to Parcels Outside of the MDGBD

All the MDGBD activities and improvements are provided directly to each of the individual assessed parcels in the MDGBD boundary. Each of the MDGBD activities is provided to the public right-of-ways (streets, sidewalks) adjacent to all specially benefitted parcels or tenants in the MDGBD. None of the surrounding parcels will directly receive any of the MDGBD activities. Any

Mission Dolores GBD	April 2019
Engineer's Report	Page 16 of 23

benefits these parcels may receive are incidental to providing special benefits to the assessed parcels, and thus any cost associated with the incidental benefits is not reduced from the cost of providing special benefit.

General Benefit to the Public At Large

In addition to general benefit analysis to the parcels outside of the MDGBD boundary, there may be general benefits to the public at large, i.e., those people that are either in the MDGBD boundary and not specially benefitted from the activities, or people outside of the MDGBD boundary that may benefit from the MDGBD activities.

To calculate the general benefit the public at large may receive we determine the percentage of each MDGBD activity budget that may benefit the general public. In this case, the Advocacy & Engagement activities are tailored to benefit and promote each assessed parcel and are not intended to benefit the general public. Accountability & Transparency activities are to provide daily management of the MDGBD solely for the benefit of the assessed parcels, and are not intended to benefit the general public. If there are any benefits to the general public, they are incidental and collateral to providing special benefits to the assessed parcels.

By contrast, the Cleaning, Safety, & Beautification activities may benefit the general public to some degree, as the general public may appreciate the enhanced level of maintenance and security as it passes through the MDGBD. To quantify this, we first determine a general benefit factor for the Cleaning, Safety, & Beautification activities. The general benefit factor is a unit of measure that compares the special benefit that the assessed parcels receive compared to the general benefit that the general public receives. To determine the general benefit factor, we used previous districts that conducted intercept surveys in San Francisco including West Portal and more recently in Union Square, and Los Angeles (Historic Downtown, Leimert Park, Arts District, Downtown Industrial, Fashion District, and Sherman Oaks). The intent of the surveys was to determine what percentage of the general public was just passing through the district without any intent to engage in commercial activity. The surveys concluded that on average 1.4% of the respondents were within the district boundary with no intent to engage in any business activity. Here, since the MDGBD is designed to promote a business and residential climate that encourages development, investment, and commerce, it follows that the benefits received by these pedestrians do not translate to a special benefit to the assessed parcels. In other words, based on the results of these surveys it is reasonable to conclude that 1.4% of the benefits from the Cleaning & Safety activities are general in nature. However, to be conservative and to account for any variance in district type, size and services provided, we applied a 5% general public benefit factor to account for these variances. The general benefit factor is then multiplied by the MDGBD activity's budget to determine the overall general benefit for the Cleaning, Safety, & Beautification activities. The following table illustrates this calculation.

	A	В	С
ACTIVITY	Budget Amount	General Benefit Factor	General Benefit Allocation (A x B)
Clean, Safe & Beautification	\$835,000	5.00%	\$41,750
Enhanced Zone Overlay TOTAL:	\$120,000	5.00% _	\$6,000 \$47,750.00

This analysis indicates that \$47,750 of the Cleaning, Safety, & Beautification budget may be attributed to general benefit to the public at large, and must be raised from sources other than special assessments.

Total General Benefits

Using the sum of the three measures of general benefit described above, we find in year one that \$47,750 (5.0% of the Cleaning, Safety, & Beautification budget, which is equal to 4.3% of the total MDGBD budget) may be general in nature and will be funded from sources other than special assessments.

SECTION F: COST ESTIMATE

2019 Operating Budget

The Mission Dolores GBD's operating budget takes into consideration:

- 1. The improvements and activities needed to provide special benefits to each individual parcel within the MDGBD boundary (Section B),
- 2. The parcels that specially benefit from said improvements and activities (Section C), and
- 3. The costs associated with the special and general benefits conferred (Section E).

EXPENDITURES	Standard Service Zone	Enhanced Zone Overlay	TOTAL Budget	% of Budget
Cleaning, Safety & Beautification	\$835,000	\$120,000	\$955,000	86.04%
Advocacy & Engagement	\$85,000		\$85,000	7.66%
Accountability & Transparency	\$70,000		\$70,000	6.31%
Total Expenditures	\$990,000	\$120,000	\$1,110,000	100.00%
REVENUES				
Assessment Revenues	\$948,250	\$114,000	\$1,062,250	95.70%
Other Revenues (1)	\$41,750	\$6,000	\$47,750	4.30%
Total Revenues	\$990,000	\$120,000	\$1,110,000	100.00%

(1) Other non-assessment funding to cover the cost associated with general benefit.

Budget Notation

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. Assessments will be subject to an annual increase of up to 3% per year to address changes in the cost of providing services. The actual amount of increase will be determined by the Owners Association and will vary between 0% and 3% in any given year. Any change will be approved by the owner's association board of directors and submitted to the City within its annual report.

Projected 10-Year Maximum Budgets

The following table illustrates the MDGBD's maximum annual budget for the District's 10-year term, projecting the 3% maximum annual budget adjustment every fiscal year.

Fiscal Year	Total Budget	Fiscal Year	Total Budget
Year 1	\$1,110,000	Year 6	\$1,286,794
Year 2	\$1,143,300	Year 7	\$1,325,398
Year 3	\$1,177,599	Year 8	\$1,365,160
Year 4	\$1,212,927	Year 9	\$1,406,155
Year 5	\$1,249,315	Year 10	\$1,448,298

Mission Dolores GBD Engineer's Report

Future Development

The above table is based on the MDGBD's current development status and does not account for possible increases to assessments due to changes to the parcel characteristics that are used to allocate special benefits (e.g., building square footage). The amount of each parcel's assessment will depend on the existing assessment rates as well as the specific characteristics of the parcel, as explained in further detail below in Section G. Each parcel will be assessed on a prorated basis from the date it receives a temporary and/or permanent certificate of occupancy. Thus, changes to a parcel may result in corresponding revisions to the assessments. Over time the total assessments levied in the MDGBD likely will increase as parcels are developed. Parcels may also see assessments change as a result of changes in for-profit or non-profit status.

Bond Issuance

The District will not issue bonds.

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SECTION G: APPORTIONMENT METHOD

Assessment Methodology

As previously discussed in Section C, the MDGBD include two defined benefit zones: a Standard Service Zone and an Enhanced Service Zone. In addition, as described in Section D, Non-Profit and Educational parcels receive different benefits from the MDGBD's activities. The cost of the special benefits received from these services is apportioned in direct relationship to each parcel's use, lot square footage and building square footage as discussed in Section D. Each parcel is assigned a proportionate benefit unit for each lot square foot and building square foot. The total number of benefit units by land use type and zone are as follows:

	Benefi	t Units
Land Use	Lot SF	Building SF
Enhanced Zone:		
Comm/Govt/Res	1,084,237	1,923,492
Standard Zone:		
Comm/Govt/Res	8,421,504	9,002,206
Non-Profit/Educational	1,413,922	1,782,521
TOTAL:	10,919,663	12,708,219

Calculation of Assessments

All parcels in the MDGBD will be assessed for the activities provided in the Standard Service Zone. To calculate the assessment rate for the Standard Service Zone is to divide the Standard Service Zone budget by the total benefit units of the lot plus building square feet within the MDGBD (\$948,250 / (10,919,663+12,708,219)), which equals an assessment of \$0.04304 per lot plus building square foot.

As previously discussed, the Enhanced Service Zone features active storefronts and local businesses, generating a higher-level of pedestrian traffic throughout the day and night. Thus, due to a higher volume of uses and user groups, it will receive an enhanced level of Cleaning, Safety and Beautification services, e.g. more frequent sidewalk sweeping, trash removal, and safety enhancements above and beyond what is funded district-wide. Therefore, only the parcels within the Enhanced Service Zone overlay will benefit from a higher and more frequent level of service, and thus will be the only parcels assessed for these activities. To calculate the assessment rate for the Enhanced Service Zone overlay is to divide the Enhanced Service Zone overlay budget by the benefit units of the lot plus building square feet within that zone (\$114,000 / (1,084,237+1,923,492)), which equals an additional assessment of \$0.0379 per lot plus building square foot.

Based on this calculation the following table illustrates the first year's maximum annual assessment per parcel assessable square foot per each zone.

Mission Dolores GBD Engineer's Report April 2019 Page 21 of 23

Land Use	Lot SF Assmt	Bldg SF Assmt
Enhanced Service Zone:		
Commercial/Govt/Res	\$0.08095	\$0.08095
Standard Service Zone:		
Commercial/Govt/Res	\$0.04304	\$0.04304
Non-Profit/Educational	<u>\$0</u> .02152	\$0.02152

Sample Parcel Assessments

To calculate the assessment for a parcel in the Enhanced Zone with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0809 =	\$202.37
Building square feet $(5,000) \times (0.0809) =$	<u>\$404.73</u>
Total Parcel Assessment =	\$607.10

To calculate the assessment for a parcel in the Standard Service Zone with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0430 =	\$107.61
Building square feet $(5,000) \times (0.0430) =$	\$215.22
Total Parcel Assessment =	\$322.83

To calculate the assessment for a Non-Profit/Educational parcel with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0215 =	\$ 53.81
Building square feet (5,000) x \$0.0215 =	<u>\$107.61</u>
Total Parcel Assessment =	\$161.42

The assessment calculation is the same for every parcel in the MDGBD respective of the benefit zone and land use and assessment rates.

Public Property Assessments

The District will serve all parcels in the MDGBD boundary, including those parcels owned by the City of San Francisco or State of California. All publicly-owned parcels will be assessed for their proportional share of costs based on the special benefits conferred to those individual parcels. Publically-owned parcels, such as Dolores Park and Mission Police Station, will receive special benefit from District services that lead to increased use which directly relates to fulfilling their public service mission. Article XIII D of the California Constitution was added in November of 1996 to provide for these assessments. It specifically states in Section 4(a) that *"Parcels within a district that are owned or used by any agency...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit."* Below are the publicly-owned parcel that specially benefits from the MDGBD activities.

Budget Adjustment

Changes to the Budget: The District-wide budget may change from year to year due to development in the District, or due to changes between for-profit and non-profit status, as noted above. In addition, the GBD Board of Directors may annually increase the assessment rates by up to 3% per year to address changes in the cost of providing services. The GBD Board of Directors may also determine in any given year that a redeployment of funds to a different spending category may be appropriate to accomplish the goals of the GBD. To do so, the Board of Directors must vote to adjust the percent of assessments allocated to a given budget category. The City mandates that redeployment of funds may not deviate more than 10% of that budget category in any given fiscal year.

Annual Carry-forward and Budget Roll-over: This Management Plan outlines the annual budgets for services and improvements provided by the District. At the end of the fiscal year, all assessment revenues from that fiscal year must be appropriated to District services, activities, and improvements to be provided within the following fiscal year. The GBD must spend these outstanding funds within the following fiscal year, as mandated by the City. Failure to use these funds to provide the services, activities, and improvements specified in the Management Plan may trigger a reduction in the annual assessment levy.

Grant Funding and Donations: If the GBD receives a grant or donation, the funds will not be subject to the limitations of the annual roll-over provision.

SECTION H: ASSESSMENT ROLL

The total assessment amount for FY 2019/2020 is \$1,062,250 apportioned to each individual assessed parcel, as included in Attachment A.

by email and Certified Mail

April 3, 2019

The Honorable Dennis Herrera, City Attorney for San Francisco Office of the City Attorney City Hall Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

Re: Does City involvement in formation of Green Benefit Districts (GBDs) violate prohibitions against public employees engaging in political activities?

Dear Mr Herrera:

The City of San Francisco has invested hundreds of thousands of dollars in public funds, grant moneys and staff time to promote the formation of Green Benefit Districts (GBDs), a form of local residential property assessment. (footnote 1) Only one GBD has been formed as a result of this effort (Dogpatch/Portrero); two other GBDs have failed in the face of strong neighborhood opposition (Inner Sunset and Haight). Another GBD effort in the Dolores Park area, also funded by the City and promoted by City employees and grantee San Francisco Parks Alliance, is proving to be contentious and divisive there. (footnote 2)

The City actively promotes the GBD program in several ways. It funds a full-time Green Benefit program manager at Public Works (Jonathan Goldberg) and grant coordinators at the Mayor's Office of Economic and Workforce Development (OEWD) (Chris Corgas and others) to advance the formation of GBDs. City employees steer neighbors toward the GBD concept (footnote 3) write grant proposals (footnote 4); help establish ad hoc GBD formation committees (footnote 5); and routinely schedule and attend GBD formation committee meetings (footnote 6).

In addition, City employees provide funding to consultants (Build Public, AKA place Lab AKA SF Parks Alliance) who further promote GBDs through mass mailings, dedicated websites, biased surveys and tightly-choreographed public meetings which fail to provide a balanced presentation of facts to help voters intelligently decide how to vote on this issue.

After providing grant funding to launch GBD efforts, the City exerts virtually no oversight over the conduct of the GBD process once under way, allowing questionable practices to go unsupervised. Most conspicuously, GBD promoters themselves write and interpret the results of highly biased surveys which serve as their principle evidence of neighborhood interest in a GBD. This lack of supervision allows GBD efforts to advance with alarmingly low survey participation rates among property owners in affected neighborhoods (footnote 7).

In the Dolores Park area, where GBD proponents only achieved a 9.7% participation rate among local property owners in a fall 2018 survey, the local GBD formation committee has declared itself "encouraged" to move ahead quickly to fund a management plan and engineer's report in the absence of public involvement.

Both the management plan and engineer's report must be reviewed by the City Attorney's office for adequacy before the process can move to the petition phase. Yet neighbors have not been provided any opportunity to participate in the creation of these documents.

Ultimately, at a point when local property owners vote in a ballot measure to decide whether to impose a special assessment on themselves, government agencies owning properties in a proposed GBD area (RPD, DPW, SFUSD, SFPD, SFFD etc) vote in the ballot process, often strongly influencing the outcome of the ballot by virtue of their large holdings. Not surprisingly, City agencies routinely vote in favor of forming a GBD.

Thus, from beginning to end, City funding, City employees and grantees and City voting power exert a decisive "thumb on the scale" of the entire GBD process in what amounts to overt advocacy for, distortion of information given to the public (footnote 8) and endorsement of the GBD program.

With the above description of how the the City is conducting GBD campaigns in mind, legitimate questions occur about the propriety of the City's role in these GBD campaigns.

SF Administrative code and state law prohibit use of City funds for "political activity".

Political activity is defined as "participating in, supporting, or attempting to influence a political campaign for any candidate or ballot measure."

Your office issues a standard memo to City employees called "Political Activity by City Officers and Employees". It states in part: "No one - including City officers and employees - may use City resources to advocate for or against candidates or ballot measures."

The City's financial backing and staff support of activities intended to lead to the establishment of Green Benefit Districts, as well as the prominent role of City grantees (Place Lab aka SF Parks Alliance) appear to represent prohibited actions because the City is funding and using staff, grantees and funding to participate in, support, or attempt to influence a "ballot measure" in the establishment of GBDs.

Thus, The City may have been improperly funding political efforts behind formation of the Dogpatch, Inner Sunset, Buena Vista Park neighborhood, and Dolores Park GBDs.

We request that the City Attorney take immediate action to determine the propriety and legality of the City's pivotal role in promoting GBDs and consider as remedies:

(1) the termination of the City-funded Dolores Park formation effort

(2) an accounting of all City funds expended or committed

in all its GBD formation efforts, directly or through Place Lab, SF Parks Alliance or other intermediaries;

(3) a return to the City Treasury of all public funds spent or allocated;

(4) a prohibition on the use of City Funds for any future effort to fund GBDs.

Thank you for your consideration of this important issue. I look forward to hearing from you.

Sincerely,

herrow

John C. Hooper 201 Buena Vista Ave. East San Francisco, CA 94117 415-626-8880 Hooparb@aol.com

cc: Mayor London Breed Board of Supervisors Sunshine Ordinance Task Force General Manager, RPD General Manager, DPW Office Of Economic and Workforce Development

Footnotes:

The following "tip of the iceberg" information was only made available through numerous Public Records Act requests. We can provide additional information unearthed through PRA requests as requested:

1) Public Funding To Set up GBDs

-\$330,000 to fund establishment of Portrero GBD

-\$150,000 to fund formation of failed Inner sunset GBD

-\$221,000 projected for establishment of failed GBV GBD (Haight) of which an estimated \$33,000 was spent

-\$157,000 allocated by the City to fund the Dolores GBD through grants to SF Parks Alliance and others

- Full-time salary of DPW employee from 2015 to the present = \$325,000

- Part-time salary of OEWD employees, RPD employees: estimated \$100,000

2) See February 18, 2019 letter from Mission Dolores Neighborhood Association opposing Dolores GBD at NoGBDtax.org (https://sites.google.com/view/nogbdtax/home)

3) Examples of City Officials promoting GBDs: DPW's Mohammed Nuru and former Supervisor London Breed:

From: Breed, London (BOS) To: Andrea Jadwin

Cc: Nuru, Mohammed (DPW); Goldberg, Jonathan (DPW); Al Minvielle; Brooke Ray Rivera; ike Kwon

Subject: Re: Thank You for Your Good Idea Date: Wednesday, September 13, 2017 5:59:24 PM Thanks Mohammed! You're the best! Sent from my iPhone

On Sep 13, 2017, at 2:50 PM, Andrea Jadwin < wrote:

Hi Mohammed,

Back in 2015, we had a meeting at McLaren Lodge to talk about improvements to the Inner Sunset neighborhood and GGPark connections. You kindly suggested we look into a Green Benefit District, to which we say 'what's that?'

Thanks to help from Public Works, Supervisor Breed and the folks at Build Public, it looks like we have a good shot at forming the Inner Sunset Green Benefit District. Our neighborhood support is broad and enthusiastic, we've got lots of positive energy about a raft of projects and we're committed to making it happen.

THANK YOU for suggesting the GBD in the first place and for your continued support for the Inner Sunset neighborhood!

Best,

Andrea Jadwin

Inner Sunset Park Neighbors

RPD's Sarah Madland urges steering Dolores neighbors toward GBD

From: Madland, Sarah (REC) Sent: Thursday, March 29, 2018 11:05 AM To: Corgas, Christopher (ECN) Cc: Goldberg, Jonathan (DPW)

Subject: RE: Dolores park GBD

Thanks. I feel like we should steer them to GBD so the park can be included.

Sarah

Sarah Madland Director of Policy and Public Affairs San Francisco Recreation and Park Department | City & County of San Francisco McLaren Lodge in Golden Gate Park | 501 Stanyan Street | San Francisco, CA | 94117

4. Goldberg and GBV GBD Chair rewrite grant proposal to meet OEWD guidelines:

From: Goldberg, Jonathan (DPW) To: "Isabel Wade"; Brooke Ray Rivera Subject: RE: proposal Date: Thursday, February 22, 2018 11:26:00 AM Attachments: BVGBD Proposal draff OEWD proposal - PW Edits.docx

Hi Isabel & Brooke Ray ---

Here are my revisions to Isabei's OEWD grant proposal (see attached). **One item to note: per** *instruction from my*

colleague at OEWD, I have omitted "green" from "green benefit district" and associated acronyms in the grant

proposal. For the purpose of this submittal, the titled of the group is "Greater Buena Vista Benefit District Formation

Committee." (side note for Isabel: "Formation Committee" is the colloquialism used for GBDs, whereas "Steering

Committee" is used for CBDs/BIDs).

I also wanted to follow-up to confirm the Formation Committee's role vis a vis Place Lab. It is my understanding

that Isabel will be the primary manager of the Greater Buena Vista GBD formation effort, with support and

professional guidance from Place Lab.

Regarding the specific components of the OEWD grant proposal, here is what's outstanding vs. already completed.

PART I: LEAD APPLICANT PROFILE

Lead Applicant (i.e., fiscal agent, per instruction on RFP) -- to be filled-out by Place Lab Program Lead -- to be filled out by Isabel

PART II: OEWD GRANT NARRATIVE

Applicant Qualifications and Staff Assignments -- 90% complete, just need a few sentences about Place Lab.

Approach, Activities and Outcomes -- complete

Performance Measurement and Reporting -- complete

Financial Management & Budget -- copy from Inner Sunset grant proposal? Isabel & PW to modify atter proposal

budget template has been drafted (Appendix B, below).

APPLICATION PACKAGE CHECKLIST: OEWD SUPPLEMENTAL MATERIALS

Appendix B: Proposal Budget Template -- Place Lab to draft, submit to isabel for review/ comment/edit Appendix C: Proposal Application for RFP 208 (these are the "grant narrative" materials listed above)

Appendix D: Staffing & Composition Chart -- Re-use modified version from Inner Sunset grant proposal to

incorporate Greater Buena Vista Benefit District Formation Committee a lead organization, supported by Place Lab.

Appendix E: Submission Authorization from E.D. -- Place Lab to draft letter OK'ing grant proposal

Org Budget -- Place Lab to re-use from Inner Sunset grant proposal

Org Chart -- Place Lab to re-use from Inner Sunset grant proposal, sans Street Plans Collab. Letters of Support -- Isabel working on

Please feel free to let me know if there are any outstanding questions.

Cheers,

Jonathan

Jonathan Goldberg

Green Benefit District

Program Manager

Operations | San Francisco Public Works | City and County of San Francisco

2323 Cesar Chavez Street | San Francisco, CA 94124 | (o) 415.695.2015 | (c) 415.304.0749 stpublicworks.org - twitter.com/stpublicworks

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

From: Isabel Wade [mailto:

Sent: Wednesday, February 21, 2018 2:11 PM

To: Brooke Ray Rivera <brookeray@buildpublic.org>

Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>

Subject: proposal

Here is a copy of the proposal as far as I took it. Also the SC list (have to check on owner status, but that's my

recollection for now) **I changed some of the language from what I sent to Jonathan based** on not wanting to identify

the project as a Green Benefit District since OEWD doesn't seem to fund those!

As indicated to you, but restated here for Jonathan, my reservation about you submitting the proposal instead of

URS (Urban Resource Systems) relates to expenditures needed to ensure the database is robust. I don't want URS to be out on the tail end of

insufficient funds for the project; we have already advanced Ken Cook funds to date that I believe Jonathan

indicated could be reimbursed if and when the district is established.

Also, Phil wants to hire CMG for the/a vision process related to BV; he was going to ask my neighbor to pay for it.

I sent him the Capital Plan from our process, which he had not seen, and it certainly has enough vision for capital

improvements. I don't know where that is going to go but just to give you a heads up. I will ask Bill Barnes to get us a letter from Sheehy.

Jonathan, you need to give me a call. Isabel

Steering Committee:

Isabel Wade, Convenyor, property owner

Jan Chernoff, property owner

Bonnie Fisher, Co-convenyor, property owner Boris Dramov, property owner Sue Rugtiv, property owner Tiffany

Friedman, renter Janice Nicol, renter Pat Dusenbury, renter Craig Latker, Property Owner Dan Slaughter, Property

owner Jill Allen, Property Owner Michelle Leighton, Property Owner

Isabel Wade

5) Chris Corgas contacts Jim Chappell, former SPUR director, asking him to participate in Dolores GBD formation committee; Jim Chappell accepts

From:

Sent: To:

Cc: Subject:

Great ! Welcome to our group, Jim! Thank you, Chris.

Hans Kolbe Celantra Systems

From: Corgas, Christopher (ECN) [mailto:christopher.corgas@sfgov.org]

Sent: Friday, June 01, 2018 10:45 AM

To: Brooke Ray Rivera <brookeray@placelabsf.org>; Sam@biritemarket.com; Hans Kolbe <hanskolbe@celantrasystems.com>; Carolyn Thomas <carolynj0@yahoo.com>; Toral Patel <toral@placelabsf.org>; Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>; bruce.r.bowen@gmail.com; Robert Brust <rkbrust@gmail.com>; Jim Chappell <jimchappellsf@gmail.com>

Subject: New SC member - Dolores Park GBD

Hi All.

I am sure I am missing a bunch of my emails in my haste to get this out. I ran into Jim Chappell last evening, who lives in the vicinity we are looking at for the Dolores Park GBD and is interested in becoming involved.

For those of you who do not know, he specializes in providing strategic assistance to the development community and public agencies on private-public initiatives. From 1994 to 2009, he led the San Francisco Planning and Urban Research Association (SPUR), bringing a balanced and informed perspective to San Francisco Bay Area urban issues through research, education, and advocacy. Prior to that he began his career as a planning and development consultant, working for some of the country's top planning firms, on a wide variety of projects for developers, public agencies, and community groups.

He is skilled in strategic planning, positioning, zoning and land use planning, project siting, entitlements, public/private partnerships, historic preservation, park and recreation planning, community relations and government relations.

Jim is highly regarded in the field and I have had the pleasure of working with him on various CBD formations. I trust his wisdom will be most beneficial to steering committee. Please loop him in, he is included in this email.

Regards,

Chris Corgas, MPA Senior Program Manager

oenior riogram Manager

Hans Kolbe <hanskolbe@ceiantrasystems.com>

Friday, June 01, 2018 11:38 AM

Corgas, Christopher (ECN); 'Brooke Ray Rivera'; Sam@bintemarket.com; 'Carolyn Thomas'; 'Toral Patel'; Goldberg, Jonathan (DPW); bruce.r.bowen@gmail.com; 'Robert Brust'; 'Jim Chappell'

'Dana De Laura'; Carolyn Kenady; 'Conan McHugh' RE: New SC member - Dolores Park GBD

Office of Economic and Workforce Development 1 Dr. Cariton B. Goodlett Place, Room 448 San Francisco, CA 94102 O: 415-554-6661 christopher.corgas@sfgov.org 6) Goldberg and Corgas helping set up, schedule and participate in formation committee meetings:

From: "Corgas, Christopher (ECN)" Date: Tuesday, February 13, 2018 at 4:28 PM

To: "Fatooh, Martin (BOS)", "Sheehy, Jeff (BOS)"

Subject: Dolores Park Steering Committee Update

Hi Supervisor Sheehy and Marty,

Below are the names that we have received thus far for the Dolores Park GBD Steering Committee: Gideon Kramer, formerly Mission Dolores Neighborhood Association, Mission history collector Kevin O'Shea, NAG Neighborhood Action Group / Hancock Street Neighborhood Group Robert Brust, Dolores Works and Dolores Ambassadors Peter Gabel, 24th Street Noe Valley Market Square Carolyn Kenady, Dolores Heights Improvement Club Eric Guthertz, Principal of Mission High Sam Mogannam, Birite Hans Kolbe

I believe this is a solid start to get started. Ideally, I would like to see at least 2 to 4 more people join, not including Rec and Park which will be as well. Do you have any concerns with this list or anyone you would like to see added? I will try to convene a meeting next week and will inform you of date, time, and location. Thank you!

Regards, Chris Corgas, MPA Senior Program Manager Office of Economic and Workforce Development 1 Dr. Carlton B. Goodlett Place, Room 448 San Francisco, CA 94102 O: 415-554-6661 christopher.corgas@sfgov.org

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Good afternoon all – Please use this conference call number for tonight's check-in call: PHONE: +1 (866) 921-5445 PIN: 7402584#

I also want to congratulate you all on the successful outreach to date – as of today, you've netted 455 survey responses.

We'll be diving a bit more into these details later tonight. Looking forward to chatting with you at 6 PM!

Cheers, Jonathan

Jonathan Goldberg Green Benefit District Program Manager

From: Brooke Ray Rivera Sent: Thursday, June 07, 2018 2:34 PM

To: Isabel Wade; Corgas, Christopher (ECN); Toral Patel; Goldberg, Jonathan (DPW)

Subject: Meeting to finalize GBV GBD grant scope Hi Isabel, Please e-meet Chris Corgas from OEWD who is our grant administrator for the \$33K GBV GBD grant. As I've discussed with

both of you, I think it's important that we all sit down together to revise and finalize the scope and allocations of this \$33K. Jonathan you should attend as well if possible.

Toral and I want to make sure that the services we at Place Lab are providing are the best use of the City's money for the most benefit to the neighborhood. Chris has confirmed that we can incorporate a revision to the scope via a grant contract amendment, which we'll be doing anyway for other reasons related to the Dolores Park GBD component of the contracts. Isabel, when is best for you within the following times, for a meeting at our office (315 Linden in Hayes Valley): Thursday June 14th 9am-4:30pm Monday June 18th 1-4:30pm Tuesday June 19th 2-6pm All of these work for Chris, Toral and I, Jonathan please weigh in as well.

Thanks, Brooke Ray

econdevintern, (ECN)

From:

Sent: To: Cc: Subject:

My apologies for the mix up. Thank you Hans for clarifying!

Since we have enough folks who can attend the proposed June 26th meeting date, I will be following-up with a calendar invite shortly.

Cheers, Jonathan

Jonathan Goldberg Green Benefit District Program Manager

Operations | San Francisco Public Works | City and County of San Francisco 2323 Cesar Chavez Street | San Francisco, CA 94124 | (o) 415.695.2015 | sfpublicworks.org - twitter.com/sfpublicworks

From: Hans Kolbe [mailto:hanskolbe@celantrasystems.com]

Sent: Tuesday, June 19, 2018 9:42 AM

To: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>; 'Toral Patel' <toral@placelabsf.org>; 'Brett Lider' <blider@gmail.com>; bruce.r.bowen@gmail.com; 'Carolyn Thomas' <carolynj0@yahoo.com>; ckerby@sbcglobal.net; 'Dana De Lara' <danadelara@gmail.com>; 'Eric Guthertz' <guthertze@sfusd.edu>; 'Gideon Kramer'

<gykramer@earthlink.net>; 'Jim Chappell' <jimchappellsf@gmail.com>; lioremg@gmail.com; nori.yatsunami.tong@gmail.com; rebecca@cds-sf.org; 'Robert Brust' <rkbrust@gmail.com>; 'Sam Mogannam' <sam@biritemarket.com>; toddsdavid@gmail.comi

Cc: Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; 'Brooke Ray Rivera' <brookeray@buildpublic.org> Subject: Clarifying action item assignments and volunteers RE: REMINDER: Doodle Poll + Notes from 6/12 Dolores Park GBD Meeting Jonathan,

Thanks a lot for the detail minutes of our meeting, great! My recollection of the two groups preparing for the next meeting is different than you wrote down. I believe Dana, Carolyn, and Robert volunteered for the communication plan, and Liore and I volunteered for the survey questionnaire draft. I asked Conan whether he volunteered. He offered to review any intermediary work product – but did not want to be part of the assignment. Please let me know if I am remembering incorrectly. In the meantime, I will start working with Liore on the survey.

Goldberg, Jonathan (DPW) Thursday, June 21, 2018 6:03 PM Hans Kolbe; 'Toral Patel'; 'Brett Lider'; bruce.r.bowen@gmail.com; 'Carolyn Thomas'; ckerby@sbcglobal.net; 'Dana De Lara'; 'Eric Guthertz'; 'Gideon Kramer'; 'Jim Chappell'; lioremg@gmail.com; nori.yatsunami.tong@gmail.com; rebecca@cds-sf.org; 'Robert Brust'; 'Sam Mogannam': toddsdavid@gmail.com

Corgas, Christopher (ECN); 'Brooke Ray Rivera'

RE: Clarifying action item assignments and volunteers RE: REMINDER: Doodle Poll + Notes from 6/12 Dolores Park GBD Meeting

Thank you

Hans Kolbe Celantra Systems

From: Goldberg, Jonathan (DPW) [mailto:jonathan.goldberg@sfdpw.org]

Sent: Monday, June 18, 2018 5:32 PM

To: Toral Patel <toral@placelabsf.org>; Hans Kolbe <hanskolbe@celantrasystems.com>; Brett Lider <bider@gmail.com>; bruce.r.bowen@gmail.com; Carolyn Thomas

<carolynj0@yahoo.com>; ckerby@sbcglobal.net; Dana De Lara <danadelara@gmail.com>; Eric Guthertz <guthertze@sfusd.edu>; Gideon Kramer <gykramer@earthlink.net>; Jim Chappell <jimchappellsf@gmail.com>; lioremg@gmail.com; nori.yatsunami.tong@gmail.com; rebecca@cds-sf.org; Robert Brust <rkbrust@gmail.com>; Sam Mogannam

<sam@biritemarket.com>; toddsdavid@gmail.com

Cc: Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; Brooke Ray Rivera <brookeray@buildpublic.org> Subject: REMINDER: Doodle Poll + Notes from 6/12 Dolores Park GBD Meeting

Hi all!

Just a reminder to respond to this Doodle poll to confirm our next meeting date.

At our June 12th meeting, we tentatively set our next meeting date to be Tuesday, June 26th at 6 PM, pending the availability of our greater group. If this date doesn't work for most, we'll reschedule this meeting for another date in June or July.

Cheers, Jonathan

Jonathan Goldberg Green Benefit District Program Manager

Operations | San Francisco Public Works | City and County of San Francisco 2323 Cesar Chavez Street | San Francisco, CA 94124 | (o) 415.695.2015 | (c) 415.304.0749 sfpublicworks.org · twitter.com/sfpublicworks

----Original Appointment-----

From: Goldberg, Jonathan (DPW)

Sent: Wednesday, October 24, 2018 7:40 PM

To: Goldberg, Jonathan (DPW); Brett Lider (blider@gmail.com); Bruce Bowen; Carolyn; Corgas, Christopher (ECN); Claude Imbault; conan mchugh; Ned Moran; Eric Guthertz; Hans Kolbe; 'Jim Chappell'; Liore Milgrom-Gartner; nori vatsunami tong;

David; Brooke Ray Rivera;

Cc: brookeray@buildpublic.org; juliaayeni@sfparksalliance.org; Conan McHugh Subject: Outreach Check-in: Mission Dolores GBD Feasibility Survey

When: Monday, October 29, 2018 6:00 PM-7:30 PM (UTC-08:00) Pacific Time (US & Canada). Where: Conference Call

Hi all --

This conference call will be to check-in regarding survey and outreach efforts to date. Conference call details will be forthcoming.

Cheers, Jonathan

F7 P976

7) Property owner participation in Inner Sunset survey:12.8%

in Greater Buena Vista (Haight) survey:14.6%

In Dolores area survey: property owner response 9.7%

8) GBV GBD committee chair encourages RPD to omit reference to significant work done in BV Park which might give impression a GBD is not necessary.

From: Isabel Wade <

Date: April 16, 2018 at 2:49:56 PM EDT To: Phil Ginsburg <pginsburg@me.com> Subject: GBD Meeting

Hi Phil,

You mentioned you were working on something for us to help promote the need for extra resources for BV and Corona - if so, can you please send? Also, would you please mention to Carol that her presentation at the BVNA meeting on Wed night should not be too glowing related to what has been accomplished lately (tree removal etc) and the prospect of upcoming bond funds, otherwise people will think there is no need for extra resources with the GBD! She can point out that any bond funds that BV might get will fall far short of the \$30 million estimated in our Capital Planning process of 3 years ago (and that is without any cost increase factor for now!) unless we are able to get a much bigger

bond. And RPD does not have (as far as I know) enough staff resources NOW to provide the level of service needed/desired and is very unlikely to get more given the seemingly endless (and increasing) other priorities of the city that always seem to come first (i.e. health, homeless, housing, etc). Hopefully this latter point will be covered in data you are sending? Looking forward to seeing you all on Thursday for our discussion about GBD management concepts. I really hope we will need them! Best, Isabel

Isabel Wade

Just One Tree, Chief Lemon Ambassador 415-

Phil Ginsburg <pginsburg@me.com> Monday, April 16, 2018 11:56 AM Pawlowsky, Eric (REC) Fwd: GBD Meeting

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Wednesday, May 29, 2019 8:10 AM
То:	Thompson, Marianne (ECN); Corgas, Christopher (ECN); Nuru, Mohammed (DPW); Goldberg, Jonathan (DPW); drew@sfparksalliance.org
Subject: Attachments:	Renewed PRA request for documents related to GBDs and not yet provided PRA request 2_11_19 re GBVGBD and MDGBD -highlighted pages

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May 29, 2019

by email and certified mail

Director, Office of Economic and Workforce Development Director, San Francisco Public Works Board of Directors and CEO, San Francisco Parks Alliance Formation Committee, Mission Dolores GBD

Re Renewed Public Records Act request for additional documents pertaining to formation of a Greater Buena Vista Green Benefit District and a Mission Dolores Green Benefit District.

Dear Sirs and Mesdames:

The purpose of this letter is to request that you provide additional documents and materials originally requested in nine numbered paragraphs as set forth in my earlier PRA request dated February 11, 2019. Many of the documents requested at that time have not been provided.

The City and County of San Francisco must provide all documents and information funded by the City as described in my earlier PRA request dated February 11, 2019. I enclose a copy of that letter for your ease of reference.

Thank you for your prompt attention to this matter.

Sincerely,

John Hooper 201 Buena Vista Ave east San Francisco, CA 94117-4103 415-626-8880

cc: standard distribution

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Wednesday, May 29, 2019 8:41 AM
То:	SOTF, (BOS)
Subject:	Complaint to Sunshine Ordinance Task Force re failure to respond to earlier PRA request
Attachments:	PRA request May 22, 2019 to OEWD et all.txt; PRA request 2_11_19 re GBVGBD and MDGBD -highlighted.pages

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sirs and Mesdames:

I am filing this complaint because I have not received documents requested in my attached PRA request dated February 11, 2019. I renewed this request today in another PRA request which I have also attached.

The City is required to release all documents and information prepared using public funding, whether these materials are the work of City employees directly or the work product of City grantees or other groups benefitting from public funding. As described in my letter of February 11, 2019, the City – through OEWD – has provided extensive funding to San Francisco Parks Alliance (and its predecessor organizations Place Lab and Build Public) to promote the formation of Green Benefit Districts in several San Francisco neighborhoods. Public funding has also flowed to the benefit of the Misison Dolores Green Benefit District formation committee in the form of, among other things, paying for neighborhood mailings, Mission Dolores GBD website development, organizing and holding public meetings and promoting petition drives related to the formation of GBDs.

The core mission of the Sunshine Ordinance Task Force will be subverted if City agencies are allowed to avoid public scrutiny by working through grantees and proxies such as the San Francisco Parks Alliance and the Mission Dolores Green Benefit District Formation Committee, both of which entities have beneifitted from significant public funding.

This matter was discussed at the May 21 SOTF Committee meeting and refered to the full Task Force for its consideration.

Thank you for your attention to this compliant.

Sincerely,

John Hooper 201 Buena Vsta Ave East SF, CA 94117-4103 415-626-8880

PRA request May 22 2019 to OEWD et

al_.txt

May 29, 2019

by email and certified mail

Director, Office of Economic and Workforce Development Director, San Francisco Public Works Board of Directors and CEO, San Francisco Parks Alliance Formation Committee, Mission Dolores GBD

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Dear Sirs and Mesdames:

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The City and County of San Francisco must provide documents and information funded by the City as described in my earlier PRA request dated February 11, 2019.

Rather than restate the contents of that earlier letter, I am highlighting those materials which have not been provided as they were set forth in my earlier letter.

Thank you for your prompt attention to this matter.

Sincerely,

John Hooper 201 Buena Vista Ave east San Francisco, CA 94117-4103 415-626-8880

cc: standard distribution

Page 1

Leger, Cheryl (BOS)

From: Sent: To: Subject: JOHN HOOPER <hooparb@aol.com> Friday, June 7, 2019 4:10 PM SOTF, (BOS) Re: SOTF complaint- OEWD, Public Works, SF Parks Alliance, DPW

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi again Cheryl:

I received over 40 emails from OEWD - each with numerous attachments - on March 5 responding to my Feb 11 PRA request.

Although voluminous, they were only partially responsive to my request.

In particular, OEWD failed to produce any of the requested materials produced by Parks Alliance, Place Lab and/or the Dolores GBD formation committee which were paid for by the OEWD grant in question (such as mailings, website development, survey materials, agendas, petition, invoices for contractor work and so forth)

The public has a right to see these materials - paid for with public funds - even though the work may have been carried out by a third party.

The OEWD contract with Parks Alliance makes it clear that all products paid for by the grant are the property of the City and therefore subject to SOTF's jurisdiction.

I will not have access to the materials OEWD sent me till get back to my office.

It might be quicker to ask Marianne Thompson at OEWD to send the same batch of emails to you.

Hope this helps!

John Hooper

On Jun 7, 2019, at 2:18 PM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

Please see attached your May 29 complaint for your requested records. I write to ask if you have received anything from these departments and if you have, please forward them to me for processing of your complaint. Thank you and call me if you have questions.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.phg> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

P9~81

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<Hooper.pdf>

Leger, Cheryl (BOS)

From: Sent: To: Subject: JOHN HOOPER < hooparb@aol.com> Tuesday, June 11, 2019 10:33 AM SOTF, (BOS) Re: SOTF complaint- OEWD, Public Works, SF Parks Alliance, DPW

Hi Cheryl:

The documents guy at DPW told me he had nothing more than what they sent in February.

As far as Parks Alliance goes, that's news to me that I've been working with the Director. Have sent them the same PRA requests with no response. I have never spoken with the Director about getting documents directly from him, though I would not object.

Anyway, It's the City's responsibility to provide information from grants they funded.

Thanks!

John Hooper

On Jun 11, 2019, at 10:14 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

I spoke with Marianne and she sent via email their response. What about the requests to Public Works and Parks Alliance? Did you get anything from either dept.? I spoke with someone from Parks Alliance who said that you had been working with the Director to get your documents. Please advise. Thank you.

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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From: JOHN HOOPER <<u>hooparb@aol.com</u>> Sent: Friday, June 7, 2019 4:10 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>>

Subject: Re: SOTF complaint- OEWD, Public Works, SF Parks Alliance, DPW

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The public has a right to see these materials - paid for with public funds - even though the work may have been carried out by a third party.

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Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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P984

Ordinance. Personal information provided will not be redocted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

<Hooper.pdf>

Leger, Cheryl (BOS)

From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Thursday, June 20, 2019 2:57 PM
To:	SOTF, (BOS)
Subject:	Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl: It was my intent to include both DPW and OEWD, in my complaint.

Is that your understanding or do I need to take any additional steps?

Thanks for your guidance.

John Hooper

On Jun 14, 2019, at 10:24 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Good Morning:

Public Works has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force withiu five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

- 1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
- 2. Date the relevant records were provided to the Complainant.
- 3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
- 4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
- 5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges: Complaint Attached.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a 80ard of Supervisors Customer Service Satisfaction form.

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<SOTF - Complaint Procedure 2018-12-05 FINAL.pdf>

<19062.pdf>

Leger, Cheryl (BOS)

From: Sent: To: Cc: Subject: JOHN HOOPER <hooparb@aol.com> Friday, June 21, 2019 11:33 AM SOTF, (BOS) Thompson, Marianne (ECN) OEWD is still withholding GBD information

Good morning Cheryl and Marianne:

Thanks for checking in. I have looked at the most recent attachments OEWD provided.

The information provided falls far short of what I am looking for and far short of what the public has a right to see.

Everything produced under the OEWD/ Parks Alliance grant in question belongs to the City and is subject to the Sunshine Ordinance. My Feb 11 PRA request, which both SOTF and OEWD have received, contains several legal Citations making this clear.

Most of the attachments I received last week are simply copies of materials readily available on GBD websites. The only exception was an invoice related to an April 2019 mailing encouraging property owners to sign the MDGBD petition.

I want to emphasize that these continued requests on my part are in no way a criticism of Marianne Thompson who is just doing her job. I will try to be more precise when I meet with her, though I would have thought that the nine numbered requests in my Feb 11 PRA request were adequately specific.

This matter involves repeated instances of City agencies purposefully working to prevent members of the public from exercising their right to understand how their taxpayer dollars are being spent. And it goes to the heart of why the SOTF was established.

To me, this whole GBD program and its arrogant implementation are a highly discouraging reflection on the highest levels of City government.

Thank you.

John Hooper

On Jun 21, 2019, at 8:54 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

File No. 19062 (Public Works) is one of four separate matters (19063, SF Parks Alliance; 19064, Recreation and Parks). I put in a call to Marianne Thompson (OEWD; file no. 19061) to ask if she has provided everything you requested. Ms. Thompson and you have been exchanging emails regarding your request (19061) and I wanted to make certain that you have everything. I will call her again today. Have received all your requested materials? If so, are you would you like to withdraw your complaint? Thank you.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724 <image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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From: JOHN HOOPER <<u>hooparb@aol.com</u>> Sent: Thursday, June 20, 2019 2:57 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Subject: Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062

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Hi Cheryl: It was my intent to include both DPW and OEWD in my complaint.

Is that your understanding or do I need to take any additional steps?

Thanks for your guidance.

John Hooper

On Jun 14, 2019, at 10:24 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Good Morning:

Public Works has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

- 1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
- 2. Date the relevant records were provided to the Complainant.
- 3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
- 4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
- 5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges: Complaint Attached.

form.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction

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<SOTF - Complaint Procedure 2018-12-05 FINAL,pdf> <19062.pdf>

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Monday, August 12, 2019 3:58 PM
To:	SOTF, (BOS)
Subject:	Re: SOTF - Complaint Committee; August 20, 2019 5:30 p.m: submitting index for the record

Hi Cheryl:

Thanks for your note explaining the 8/13 deadline for submitting materials for the SOTF Complaint Committee 8/20 hearing. I will be working out in the field Tuesday 8/13 so am going to try to send you all pertinent info today. I spoke at SOTF hearings related to the Green Benefit District issue on 3/5/19 and again on 5/21/19 at which I submitted materials and I have also written the SOTF on several occasions.

Therefore, in the index that follows, I will make a note ("by reference") after materials I believe you already have so you don't have to wade through a bunch of stuff second time.

At the 8/20 hearing, can you tell me how much time I am given to testify and may I combine my remarks concerning the two items, since the issues I would like to raise are virtually identical.

Best, John Hooper

INDEX of materials for SOTF reading file

A. Basic documents

1: Complaint to SOTF dated 5/29/19 enclosing letters described in (2) below (by ref)

2. Renewed PRA requests dated 5/29/19 to DPW, OEWD, Parks Alliance and Formation Committee of MD GBD attaching original 2/11/19 PRA request to the same recipients (by ref)

3. My written and oral testimony before SOTF on 3/6/19, submitted for the record with 2/11/19 PRA request (by ref)

4. My written and oral testimony before SOTF on 5/21/19 submitted for the record along with my 4/3/19 letter to City Attorney (public employees are engaging in illegal political activities by promoting GBD elections) and my 4/17/19 letter to City attorney (irregularities in conduct of MD GBD petiton process) (by ref)

B. Correspondence with OEWD, illustrating ongoing difficulties obtaining information requested in 2/11/19 PRA request

1. My *certified* 2/11/19 PRA request to OEWD returned as undeliverable on 2/17/19 (can send photo if useful)

2. 3/5/19 email from me to OEWD stating I have received no response to my 2/11/19 PRA request (by ref)

3. 3/5/19 a series of 44 emails from OEWD purporting to respond to my 2/11/19 PRA request. Last one says "this concludes your Sunshine request" (by ref)

4. 5/7/19 email from me to OEWD sending list of items still not received as requested on 2/11/19 (by ref)

5. 5/7/19 response from OEWD: does not have any more docs and is closing this request (by ref)

6. 6/11/19 exchange of emails between me and SOTF (by ref)

7. 6/12-13/19 and 7/3/19 exchanges of emails between me, SOTF and Parks Alliance (by ref)

8. 6/14/19 OEWD sends more info relating to MD GBD, most of it right on GBD website (by ref)

9. 6/21/19 OEWD reiterates it has sent me everything (by ref)

C. Miscellaneous/background

1. SF Chronicle front page 5/14/19: "Extra Cleanup Fee for Dolores Park neighbors?" By Dominic Fracassa (by ref)

2. 6/11/19 email to Marianne Thompson and Jonathan Goldberg (by ref) :

" I am sorry we got off to a less than optimal start after the recent SOTF hearing at which I attempted to introduce myself. My intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy matter, I have nothing but high regard for City employees and the important work you do.

Howeve, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did on the occasion in question."

I look forward to working cordially with you in the future.

Sincerely, John Hooper

-----Original Message-----From: JOHN HOOPER <hooparb@aol.com> To: SOTF, (BOS) <sotf@sfgov.org> Sent: Wed, Aug 7, 2019 9:55 am Subject: Re: SOTF - Complaint Committee; August 20, 2019 5:30 p.m: submitting info for the record?

Good to know; thank you!

John Hooper

On Aug 7, 2019, at 8:21 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Dear Mr. Hooper:

Yes, you can submit materials as long as you do so on or before August 13. Everything else that I have been given will be included in the packet. Once the Agenda packet has been uploaded, you will be able to see everything that I have received in your file.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August

1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

From: JOHN HOOPER <<u>hooparb@aol.com</u>> Sent: Wednesday, August 7, 2019 8:19 AM

To: SOTF, (BOS) <sotf@sfgoy.org>

Cc: Juan De Anda <<u>deanda_sophia@comcast.net</u>>; Rudakov, Vladimir (HSA) <<u>Vladimir.Rudakov@sfgov.org</u>>; Pang, Ken (HSA) <<u>Ken.Pang@sfgov.org</u>>; Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Nuru, Mohammed (DPW) <<u>mohammed.nuru@sfdpw.org</u>>; Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>; Goldberg, Jonathan (DPW) <<u>jonathan.goldberg@sfdpw.org</u>>; 72056-<u>97339218@requests.muckrock.com</u>; COTE, JOHN (CAT) <<u>John.Cote@sfcityatty.org</u>>; 72902-<u>46637773@requests.muckrock.com</u>; Heckel, Hank (MYR) <<u>hank.heckel@sfgov.org</u>> Subject: Re: SOTF - Complaint Committee; August 20, 2019 5:30 p.m: submitting info for the record?

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Re: Files: 19061 and 19062

Hi Cheryl: May I submit written materials ahead of time for SOTF to read? If so, when would you like to receive materials?

May I assume information previously submitted by myself or others is already part of the SOTF record and may be referenced without resubmitting?

Thank you.

John Hooper

On Jul 29, 2019, at 2:05 PM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: August 20, 2019 Location: City Hall, Room 408

P993

Time:

5:30 p.m.

Complainants: Your attendance is required for this meeting/hearing. Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing. Complaints:

File No. 19068: Complaint filed by Sophia De Anda against the Human Services Agency for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19044: Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19047: Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Office of the Mayor for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.25 and 67.29-5, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, August 13, 2019.

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

> <image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

The <u>Legislative Research Center</u> provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Wednesday, August 21, 2019 10:49 AM
To:	SOTF, (BOS)
Subject:	Legal memo re Public Records Act application to obtaining information held outside City offices
Attachments:	SFPGA.Legal Rsch.Cal Pub Records Act, GC 6250 ff (00003647x9CE40) (1).DOCX

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl: I was glad to have a chance to meet you in person yesterday at the Complaints Committee hearing. May I ask you to please add this email and the attachment to the files pertaining to complaints # 19061 and #19062 (now combined). Please make sure SOTF members are made aware of this information. Thanks, as always, John Hooper

This memo speaks to the ability of City agencies to compel production of information held by Parks Alliance.

Attached is a legal research memo describing the reach of the Public Records Act into the offices and computers of government employees and contractors who are holding public documents (including documents which are, by contract, the property of the government, even when not located on governmental premises).

These are the relevant provisions from the City of SF (OEWD) July 1, 2018 grant to Parks Alliance, which give City ownership of the Parks Alliance documents, records (including invoices, surveys, etc) Cal Government Code 6252(e) and 6253.3 (governmental entity may not allow a third party to control whether or not a public record will be produced). The controlling cases are the 2017 City of San Jose case and the 2013 Community Youth Activity Center vs. National City cases, analyzed in above-attached memo.

California Public Records Act <u>https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7</u> .&chapter=3.5.&lawCode=GOV&title=1.&article=1.

<u>6250.</u>

In enacting this chapter, the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

<u>6252.</u>

As used in this chapter: . . .

(e) "Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975.

<u>6253.3.</u>

A state or local agency may not allow another party to control the disclosure – of information that is otherwise subject to disclosure pursuant to this chapter.

City of San Jose vs. Superior Court of Santa Clara County (2017), 2 Cal.5th 608, 389 P.3rd 848, 214 Cal.Rptr.3d 274

Holding that writings contained in a public employee's personal e-mail account are "public records" subject to disclosure and production by the public entity under the California Public Records Act (Govt. Code Section 6250, ff).

(1) meets the "prepared by" the agency test, even if it is solely on the employee's own computer or phone

(2) meets the "owned, used, or retained by " the agency test.

"... fundamental question whether a document located outside an agency's walls, or servers, is sufficiently "owned, used, or retained" by the agency so as to constitute a public record" Concluding the documents "do not lose this status because they are located in an employee's personal account."

Proposition 59 amended the Constitution to provide "A statute, court rule, or other authority, including those in effect on the effective date of this subdivision, shall be broadly construed if it furthers the people's right of access, and narrowly construed if it limits the right of access." (Cal. Const., art. I, § 3, subd. (b)(2), italics added.) "Given the

1

strong public policy of the people's right to information concerning the people's business (Gov. Code, § 6250), and the constitutional mandate to construe statutes limiting the right of access narrowly (Cal. Const., art. I, § 3, subd. (b)(2)), "all public records are subject to disclosure unless the Legislature has expressly provided to the contrary."" (Sierra Club, at p. 166.)

3. Prepared by Any State or Local Agency

The City focuses its challenge on the final portion of the "public records" definition, which requires that writings be "prepared, owned, used, or retained by any state or local agency." (§ 6252, subd. (e).) The City argues this language does not encompass communications agency employees make through their personal accounts. However, the broad construction mandated by the Constitution supports disclosure.

The City's narrow reading of CPRA's local agency definition is inconsistent with the constitutional directive of broad interpretation. (Cal. Const., art. I, § 3, subd. (b)(2); see Sierra Club v. Superior Court, supra, 57 Cal.4th at p. 175.) Broadly construed, the term "local agency" logically includes not just the discrete governmental entitics listed in section 6252, subdivision (a) but also the individual officials and staff members who conduct the agencies' affairs. It is well established that a governmental entity, like a corporation, can act only through its individual officers and employees. (Suczaki v. Superior Court (1962) 58 Cal.2d 166, 174 [23 Cal. Rptr. 368, 373 P.2d 432]; Alvarez v. Felker Mfg. Co. (1964) 230 Cal.App.2d 987, 998 [41 Cal. Rptr. 514]; see United States v. Dotterweich (1943) 320 U.S. 277, 281 [88 L. Ed. 48, 64 S. Ct. 134]; Reno v. Baird (1998) 18 Cal.4th 640, 656 [76 Cal. Rptr. 2d 499, 957 P.2d 1333].) A disembodied governmental agency cannot prepare, own, usc, or retain any record. Only the human beings who serve in agencies can do these things. When employees are conducting agency business, they are working for the agency and on its behalf.

4. Owned, Used, or Retained by Any State or Local Agency

CPRA encompasses writings prepared by an agency but also writings it owns, uses, or retains, regardless of authorship. Obviously, an agency engaged in the conduct of public business will use and retain a variety of writings related to that business, including those prepared by people outside the agency. These final two factors of the "public records" definition, use and retention, thus reflect the variety of ways an agency can possess writings used to conduct public business.

Appellate courts have generally concluded records related to public business are subject to disclosure if they are in an agency's actual or constructive possession. (See, e.g., Board of Pilot Commissioners v. Superior Court (2013) 218 Cal.App.4th 577, 598 [160 Cal. Rptr. 3d 285]; Consolidated Irrigation Dist. v. Superior Court (2012) 205 Cal.App.4th 697, 710 [140 Cal. Rptr. 3d 622] (Consolidated Irrigation).) "[A]n agency has constructive possession of records if it has the right to control the records, either directly or through another person." (Consolidated Irrigation, at p. 710.) For example, in Consolidated Irrigation, a city did not have constructive possession of documents in files

maintained by subconsultants who prepared portions of an environmental impact report because the city had no contractual right to control the subconsultants or their files. (Id. at pp. 703, 710–711.) By contrast, a city had a CPRA duty to disclose a consultant's field survey records because the city had a contractual ownership interest and right to possess this material. (See Community Youth Athletic Center v. City of National City (2013) 220 Cal.App.4th 1385, 1426, 1428–1429 [164 Cal. Rptr. 3d 644] (Community Youth).)

It is a separate and more fundamental question whether a document located outside an agency's walls, or servers, is sufficiently "owned, used, or retained" by the agency so as to constitute a public record. (Sec § 6252, subd. (e).) In construing FOIA, federal courts have remarked that an agency's public records "do not lose their agency character just because the official who possesses them takes them out the door." (Competitive Enterprise Institute v. Office of Science and Technology Policy, supra, 827 F.3d at p. 149.) We likewise hold that documents otherwise meeting CPRA's definition of "public records" do not lose this status because they are located in an employee's personal account. A writing retained by a public employee conducting agency business has been "retained by" the agency within the meaning of section 6252, subdivision (e), even if the writing is retained in the employee's personal account.

The City argues various CPRA provisions run counter to this conclusion. First, the City cites section 6270, which provides that a state or local agency may not transfer a public record to a private entity in a manner that prevents the agency "from providing the record directly pursuant to this chapter." (Italics added.) Taking the italicized language out of context, the City argues that public records are only those an agency is able to access "directly." But this strained interpretation sets legislative intent on its head. The statute's clear purpose is to prevent an agency from evading its disclosure duty by transferring custody of a record to a private holder and then arguing the record falls outside CPRA because it is no longer in the agency's possession. Furthermore, section 6270 does not purport to excuse agencies from obtaining public records in the possession of their own employees. It simply prohibits agencies from attempting to evade CPRA by transferring public records to an intermediary not bound by the Act's disclosure requirements.

we have previously stressed that a document's status as public or confidential does not turn on the arbitrary circumstance of where the document is located.

D. Conclusion

Consistent with the Legislature's purpose in cnacting CPRA, and our constitutional mandate to interpret the Act broadly in favor of public access (Cal. Const., art. I, § 3, subd. (b)(2)), we hold that a city employee's writings about public business are not excluded from CPRA simply because they have been sent, received, or stored in a personal account.

Statement of John Hooper to SOTF January 21, 2020

Re file # 19061 (OEWD) and File # 19062 (DPW) Failure of agencies to provide comprehensive documents related to a proposed Mission Dolores Green Benefit District (MD GBD)

Good afternoon Chairman and Task Force members:

Thank you for this opportunity. My name is John Hooper. I am a resident of the Haight.

The public's right to obtain information about government activities through the use of Public Record Act Requests has been central to deciphering the City's campaign to promote Green Benefit Districts (GBDs).

On June 12, 2018, during a City-orchestrated effort to start a GBD in the Haight (the now defeated so-called Greater Buena Vista GBD), I filed a Public Records Act request to obtain basic information about the budget to form that GBD, the role of City employees and the role of a non-profit called, variously, Build Public or Place Lab which conducted the actual outreach for the scheme. The results of this PRA request proved immensely helpful in educating neighbors about that local GBD effort. Once neighbors came to understand that the City had budgeted \$221,000 merely to promote this campaign, was using City staff from both DPW and OEWD to support the effort and we understood that the City intended, ultimately, to use the voting power of City-owned properties to ram the idea through, the GBD was discredited.

After neighbors defeated that GBD in the Haight and another in the Inner Sunset, the City next targeted the Dolores Park neighborhood in an attempt to set up a GBD there – an effort which is still dragging on. The Mission Dolores GBD Petition drive has now languished for 280 days while proponents continue to contact local property owners to reach the number of signatures they need. Compare this timeframe to the maximum 180 days a citizen is allowed to qualify a ballot initiative. This petition drive and the whole GBD formation process is unregulated. No one at the City level is paying attention to it. That is why is so important for concerned citizens to be able to understand what is really going on.

In the Mission Dolores area, neighbors have witnessed the same approach which had been tried in the Inner Sunset and Haight: close involvement of City employees setting up a "steering committee", helping select its membership and schedule meetings, setting up a glossy website, conducting a petition drive and sending out mailings. Build Public/Piace Lab has now merged with San Francisco Parks Alliance and the Parks Alliance had become the foot soldier and recipient of City funding (at least \$160,000) to push through a GBD there.

I filed another PRA request on February 11, 2019 asking for much the same information that we had been able to obtain in the Haight. But, by then, OEWD and DPW seemed to be waking up to the fact that this program was universally unpopular, and it might be best if the City's role - and that of its proxy, San Francisco Parks Alliance - were kept in the shadows. Since then, I have addressed the SOTF on March 5, 2019, May 21, 2019 and August 20, 2019, all trying to get complete answers to that original February 11, 2019 PRA request.

As the City Attorney's July 15, 2019 confidential memo to SOTF states, the agencies provided "voluminous" paperwork, but failed to produce many of the requested materials produced by Parks Alliance, Place Lab and/or the Dolores GBD formation committee which were paid for by the OEWD grant in question (such as mailings, website development, survey materials, agendas, petition, invoices for contractor work and mailings).

For example, at your August 20, 2019 SOTF Complaints Committee hearing, a representative of OEWD handed me printouts of all the materials the agency allegedly had in its possession. Yet, when I went through these documents, they were more than a year old, most of the information was printed off old websites and most related to the abandoned Greater Buena Vista GBD effort. I can provide that packet for the record if you so request.

The reason the public knows that there are additional materials that have never been disclosed can be seen plainly by looking at a portion of the July 1, 2018 Contract between OEWD and Parks Alliance in an appendix entitled **"IV. Tasks and Deliverables for Project Area B: Dolores Park Neighborhood."** I submit pages 6 through 14 of those 31 tasks and deliverables attached to this statement for the record. Those tasks and deliverables are remarkably similar to the information I requested in my February 11, 2019 PRA request.

The public has a right to see these materials- paid for with public funds- even though the work may have been carried out by a third party.

Without being exhaustive, you can readily see that Parks Alliance was hired by the City to form the steering committee, organize and run its meetings and help develop its mission. You can see that the City's grantee was paid to develop a website and fact sheets, that -with the active participation of City employees - it

ran all community meetings, kept attendance records and produced minutes; developed a data base for mailings to property owners.

In addition, the City's proxy, Parks Alliance, developed, distributed, collected and interpreted a survey of residents concerning their attitudes about a GBD. No one else had access to this information which was ultimately presented in a highly distorted fashion, indicating broad community support where there was virtually none.

Later, last April (2019) Parks Alliance initiated a Petition Drive to the Board of Supervisors in a rushed manner so that neighbors had no time to comment on either a Management Plan or Engineer's Report which are the legal underpinnings of a GBD. The Engineer's Report has since been challenged before the State Engineer's Board for using statistics unrelated to the Mission Dolores area.

DPW and OEWD are thumbing their noses at the SOTF. The only way that this kind of wasteful City-funded program can continue is for the City agencies involved to hide behind bogus arguments that they are exempt from your jurisdiction or that they have provided all relevant information when their own contracts make it clear we have only seen the tip of the iceberg.

We members of the public need your help exposing this program for the wasteful and deceitful exercise it has been. On behalf of numerous concerned San Franciscans, I hope you will require that the information I have asked for since February 2019 be provided.

Thank you.

Page 3 P1002

6

IV. TASKS AND DELIVERABLES FOR PROJECT AREA B: DOLORES PARK NEIGHBORHOOD

Task 1. Monthly Steering Committee Meetings

- Grantee shall organize and facilitate monthly Project Area B steering committee meetings. Meetings shall develop the vision and mission for a potential GBD in Project Area B.
- Grantee shall build steering committee capacity for Project Area B GBD feasibility and formation.
- Grantee shall finalize Project Area B boundaries with input from steering committee.

Task 1 Deliverables

- A. Invoice(s) for time spent completing Task 1.
- B. An agenda and meeting minutes for each steering committee meeting

Task 2. Develop and Manage Website

- Grantee shall be responsible for managing the Project Area B website.
- Grantee shall be responsible for all domain hosting fees and volunteer coordination in relation to the website.

Task 2 Deliverables

- C. Invoice(s) for website development and ongoing management, including domain fees.
- D. A functional website url for Project Area B GBD formation.

Task 3. Develop Collateral

- Grantee shall develop collateral for the formation of the Dolores Park GBD.
 - Collateral shall include, but is not limited to, the following:
 - o Fact sheet
 - Frequently Asked Questions (FAQs)
 - o A map of the area

Task 3 Deliverables

- E. Invoice(s) for the drafting of content, graphic design services, and the printing of collateral.
- F. A copy of the fact sheet.
- G. A copy of the Frequently Asked Questions doenment.
- H. A copy of the map of the area.

Task 4. Conduct Community Meeting #1

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - Meeting preparation
 - o Meeting materials
 - o Meeting facilitation
 - Meeting minutes/notes

o Meeting debrief with the Dolores Park GBD steering committee.

Task 4 Deliverables

- I. Invoice for time spent completing Task 4.
- J. Copy of meeting minutes/notes
- K. Sign in sheets for community meeting showing attendance

Task 5. Draft Property Owner and Business Databases

- Grantee shall develop and maintain a property owner databases of all parcels within Project Area
 B. Property owner database shall contain:
 - o APN
 - o Owner Name
 - o SITUS
 - o Mailing Address
 - o Mailing City
 - o Mailing State
 - o Mailing Zip Code
- Grantee shall develop and maintain a business database of all businesses with Project Area B. Business database shall include:
 - o Business name
 - o Business address
 - o Owner name
 - Owner contact info

Task 5 Deliverables

- L. Invoice(s) for time and fees related to the development of these databases.
- M. Final property owner database
- N. Final business database

Task 6. Develop Survey Questionnaire

• Grantee shall develop and draft a FPS for the proposed Dolores Park GBD. The FPS will allow City's Team and the Dolores Park GBD Steering Committee to determine if pursuing a GBD within the proposed district is feasible. Additionally, FPS results will serve as a gnide for the development of the Dolores Park GBD management plan if the proposed GBD is determined to be feasible. The FPS will provide property owners and stakeholders the opportunity to give valuable feedback on what they see as the proposed district's biggest concerns and if they are interested in pursuing a GBD. The survey will be reviewed by City's Team before it is disseminated. Potential questions must include one in which the participant is directly asked if they are interested in pursuing a GBD in a yes or no format.

Task 6 Deliverables

- O. Invoice(s) for time and materials utilized on the development if a survey questionnaire.
- P. Email approval from City's Team indicating survey questionnaire meets City standards.
- Q. Finalized snrvey questionnaire.

P1004

7

Task 7. Disseminate Survey

• Grantee shall mail surveys to all property owners, merchants, and stakeholders by United States Postal Service (USPS). Grantee may also distribute surveys via email, in person, or via the internet.

Task 7 Deliverables

- R. Invoice(s) for surveying printing and postage.
- S. Invoice(s) for any work related to in person or digital release of surveys.
- T. Receipts for printing and postage

Task 8, Tabulate and Analyze Survey Results

• Grautee shall tabulate, analyze, and synthesize all GBD survey results.

Task 8 Deliverables

- U. Invoice(s) for time spent tabulating, analyzing, and synthesizing all survey results
- V. Draft survey results

Task 9. Conduct Community Meeting #2

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - o Meeting preparation
 - o Meeting materials
 - Meeting facilitation
 - Meeting minutes/notes
 - Meeting debrief with the Dolores Park GBD steering committee.

Task 9. Deliverables

- W. Invoice for time spent completing Task 9.
- X. Copy of meeting minutes/notes
- Y. Sign in sheets for community meeting showing attendance

Task 10. Draft and Final Survey Summary Report

- Grantee shall draft a survey summary report, which shall include the following work:
 - o Content
 - Layout and design
 - Any and all revisions
- Survey summary report shall include
 - o Results of community meetings
 - o Finalized survey results
 - o Recommendations and suggestions for the Project Area B GBD steering committee

• An explanation of methodology on how report was constructed.

Task 10. Deliverables

- Z. Invoice(s) for the content, layout and design, and any and all revisions related to Survey Summary Report
- AA. Final Survey Summary Report

Task 11. Conduct Community Meeting #3

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - o Meeting preparation
 - Meeting materials
 - o Meeting facilitation
 - Meeting minutes/notes
 - o Meeting debrief with the Dolores Park GBD steering committee.

Task 11 Deliverables

BB.Invoice for time spent completing Task 11.

- CC.Copy of meeting minutes/notes
- DD. Sign in sheets for community meeting showing attendance

Task 12. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - Mailer productions
 - o Promotional and marketing materials
 - o Setting up and hosting meetings
 - Making and setting up phone calls
 - Neighborhood events

Task 12 Deliverables

EE. Invoice(s) for work related to Task 12, with sufficient detail to determine what was accomplished. FF. A copy of each item produced under Task 12.

GG. Proof of mailing for any item that requires mailing under Task 12.

Task 13. Biweekly Public Meetings to Develop Management Plan and Engineer's Report for Project Area B GBD

• Grantee shall organize and provide support for no less than 8 public meetings to develop a Project Area B GBD management plan and engineer's report.

Task 13 Deliverables

9

- HH. Invoice(s) for time, labor, and materials related to the completion of task 13.
- II. Meeting agendas for each community meeting.
- JJ. Meeting notes for each community meeting.

Task 14. Draft and Final Management Plan

- Grantee shall develop a management plan based off survey questionnaire input and public meetings.
- Grantee's first version of management plan shall be known as the draft version.
- Draft version of the management plan must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the management plan shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized management plan until an approval letter from both City's Team and the City Attorney has been received.

Task 14. Deliverables

KK. Invoice(s) for time, materials, and labor spent on the development of draft and finalized management plan for Project Area B.

LL. All draft management plans for Project Area B.

MM. Final management plan for Project Area B.

Task 15. Draft and Final Engineer's Report

- Grantec shall develop an engineer's report based off survey questionnaire input and public inectings.
- Grantee's first version of engineer's report shall be known as the draft version.
- Draft version of the engineer's report must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the engineer's report shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized engineer's report until an approval letter from both City's Team and the City Attorney has been received.

Task 15 Deliverables

NN. Invoice(s) for time, materials, and labor spent on the development of draft and finalized engineer's report for Project Area B,

OO. All draft engineer's report for Project Area B.

PP. Final engineer's report for Project Area B.

Task 16. Assessment Database

- Grantee shall develop an assessment database for Project Area B. Assessment database shall contain:
 - o APN.
 - o Owner Name.
 - o SITUS.

- o Parcel characteristics used to calculate assessments
- Total Assessment to be paid on that parcel.
- o % that parcel's payment would be of total (% of total assessment).
- Care of.
- o Mailing Address.
- Mailing City.
- o Mailing State.

Task 16 Deliverables

QQ. Invoice(s) for all time, labor, and related fees for the completion of an assessment database for Project Area B.

RR. Final assessment database for Project Area B.

Task 17. PW and City Attorney Review and Approval

- Grantee shall obtain Public Works and City Attorney approval on the Finalized Management Plan and Engineer's Report for Project Area B.
- Grantee shall communicate the contents of the finalized Management Plan and Engineer's Report for Project Area B to the appropriate District Supervisor(s)

Task 17 Deliverables

- SS. Approval emails from Public Works and City Attorney for the finalized Management Plan and Engineer's Report.
- TT. Email indicating contents of Management Plan and Engineer's Report have been shared with the appropriate District Supervisor(s)

Task 18. Property Owner Outreach

- Grantee shall host between 5 and 10 meetings with large stakeholders in Project Area B.
- Large stakeholders shall mean the top 100 individual largest assessment holders in Project Area B.

Task 18 Deliverables

UU. Invoice(s) for time, labor, and costs incurred in the completion of Task 18.

Task 19. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - Promotional and marketing materials
 - Setting up and hosting meetings
 - o Making and setting up phone ealls
 - Neighborhood events

Task 19 Deliverables

11

- VV. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.
- WW. A copy of each item produced under Task 19.
- XX. Proof of mailing for any item that requires mailing under Task 19.

Task 20. Develop Petition campaign Outreach Materials and Strategy

• Grantee shall develop petition phase outreach materials and strategy.

Task 20 Deliverables

YY. Invoice(s) for all time, labor, and materials used in the completion of Task 20.

Task 21. Review of Petition Package by City Attorney and PW

• Grantee shall secure approval of the City Attorney and PW prior to mailing the petition package to potential assessment payers.

Task 21 Deliverables

ZZ. Approval email from the City Attorney AAA. Approval email from PW

Task 22. Develop and Mail Petition Package

 Grantee shall develop and mail a petition package to all potential assessment payers within Project Area B.

Task 22 Deliverables

BBB. Invoice(s) for the priuting and mailing of petitions

Task 23. Property Owner Outreach and Petition Tracking

- Grantee shall be responsible for property owner outreach through the petition phase.
- Grantee shall be responsible for tracking returned petitions throughout the petition phase.
- Grantee shall conduct outreach to ensure 30% or more of the total weighted assessments of the district respond in favor of forming a GBD.
- In the event the third bullet point of Task 23 is not completed, Grantee cannot bill or invoice for Tasks 24 - 31.

Task 23 Deliverables

CCC. Invoice(s) for time, labor, and costs incurred in the completion of Task 23. DDD. Bi-weekly petition tracker updates to City's Team.

Task 24. Communications and Engagement for Government Audit and Oversight Committee and Board of Supervisors Hearings

• Grantee shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearings and Board of Supervisors hearing.

Task 24 Deliverables

EEE. Invoice(s) for time, labor, and costs incurred in the completion of Task 24.

Task 25. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - Promotional and marketing materials
 - Setting up and hosting meetings
 - o Making and setting up phone calls
 - Neighborhood events

Task 25 Deliverables

FFF. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.

GGG. A copy of each item produced under Task 19.

HHH. Proof of mailing for any item that requires mailing under Task 19.

Task 26. Develop Ballot Campaign Outreach Materials and Strategy

 Grantee shall develop a ballot campaign strategy and develop outreach materials for the ballot phase,

Task 26 Deliverables

III. Invoice(s) for work related to Task 26.

Task 27. Develop Ballot Cover Letter and Submit to the Department of Elections

• Grantee shall develop a ballot package which shall include cover letter, final Management Plan, and final Engineer's Report and submit it to the Department of Elections via PW.

Task 27 Deliverables

JJJ. Invoice(s) for work related to Task 27 along with final version of cover letter.

Task 28. Property Owner Outreach and Ballot Tracking

- Grantee shall be responsible for property owner outreach through the balloting period, ensuring that identified "YES" votes fill out their ballot(s) and turn them into the Department of Elections via mail, courier, or in person.
- Grantee shall receive a ballot report every Friday of the balloting period from PW. Grantee shall review balloting report and provide a best guess estimate to whether or not a vote is in favor of the GBD or not. Grantee shall provide City's Team an estimate of where the vote would land if election ended at that ballot period.

Task 28 Deliverables

KKK. Invoice(s) for any mailers sent out associated with property owner outreach during this period.

LLL. Bailot reports returned to City's Team with updated hypotheses and vote projections.

Task 29. Communication and Engagement for Board of Supervisors Hearing and Resolution of Establishment

• Grantee shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearing(s) and Board of Supervisors hearing(s) related to balloting.

Task 29 Deliverables

MMM. Invoice(s) for all time, materials, labor, and costs incurred in the completion of Task 29.

Task 30. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Promotional and marketing materials
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - o Neighborhood events

Task 30 Deliverables

NNN. Invoice(s) for work related to Task 30, with sufficient detail to determine what was accomplished.

OOO. A copy of each item produced under Task 30.

PPP. Proof of mailing for any item that requires mailing under Task 30.

Task 31. Resolution of Establishment Signed by the Mayor and Certified by the Clerk of the Board of Supervisors

• Grantee shall provide City's Team with a certified copy, with Mayor's signature, of the Resolution of Establishment indicating the GBD passed the vote and has been established.

Task 31 Deliverables

Young, Victor (BOS)

From: Sent: To: Subject: John C. Hooper <hooparb@aol.com> Saturday, February 8, 2020 10:44 AM SOTF, (BOS) SOTF File #19061

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl:

Please disregard my phone request to you of yesterday. I can now access the files pertaining to the upcoming 2/18/20 Complaint Committee hearing.

Having looked thorugh those documents, I cannot find:

(1) the testimony and attachment I submitted in hard copy at the 1/21/20 SOTF hearing which I asked to be included in the record. Can you please assure that statement and the attachment are made part of the record before the Complaint Comm hearing.

(2) In addition, I have also submitted for the SOTF record copies of three letters written to the City Attorney on the subject of GBDs during 2019 and I cannot find those in the record of file #19061. While these letters are not central to the mission of the SOTF, they provide important context regarding the GBD controversy which Task Force members should have available.

(3) Finally, statements which I submitted for the record at SOTF meetings of 3/6/19 and 5/21/19 in which I spoke in support of File # 18086 (Mark Sullivan) should be at least included in the above file by reference to give Task Force members a complete picture.

Please also include this email as part of the record.

Thanks, as always, for your help.

John Hooper

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Thursday, February 13, 2020 5:53 PM
To:	SOTF, (BOS)
Cc:	Thompson, Marianne (ECN)
Subject:	OEWD's Marianne Thompson's reponse to SOTF 2/18/20 hearing - will not attend
Follow Up Flag:	Follow up
Flag Status:	Flagged

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

See File # 19061 respondents docs at p. 889

"I still am unclear as to what I am responding to. I asked Mr. Hooper to provide an exact explanation of what he thinks he is missing, and have not heard from him. If I don't hear from him, I will not be attending the meeting."

My restated request for documents is included in my statement submitted for the 2/18/20 hearing. See #19061 at pp 777-780 and in the appendix to the Parks Alliance contract at pp 786-794.

Ms Thompson has access to these documents.

It may be worth noting that my request for documents is virtually the same as the request in a subpoena issued 2/12/20 to Parks Alliance by the City Attorney.

Thank you.

John

Young, Victor (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Tuesday, February 11, 2020 11:01 AM
To:	SQTF, (BOS)
Subject:	For SOTF Complaint Comm 2/18/20 files #19061 and 19062
Attachments:	SOTF Complaint Comm 21820.pages

This message is from outside the City email system. Do not open links or attachments from untrusted sources,

Statement before the SOTF Complaint Committee re City's failure to provide full and complete responses to PRA requests regarding a proposed, publicly-funded Mission Dolores Green Benefit District. Files # 19061 and #19062 February 18, 2020

Thank you for this opportunity. My name is John Hooper. My appearance today originated with a PRA request filed with various agencies, on February 11, 2019, a little over a year ago. After several follow-up requests to OEWD and DPW to provide complete information, I filed a second similar PRA request on May 29, 2019 and a complaint to this body.

This committee established SOTF jurisdiction over my complaints at a meeting on August 20, 2019 and forwarded the matters to the full Task Force. I appeared before the task force on January 21, 2020. However, because I had neglected to submit new information to the Task Force in a timely manner prior to that hearing, this matter was referred back to you. That was my oversight and I apologize. I submitted the statement I had intended to make that day in person, requesting that it be made part of the official record.

The whole issue of Green Benefit Districts (GBD), of which you have heard testimony from numerous citizens over the past year, is particularly noteworthy now because the GBD program can be traced back directly to the desk of Mohammed Nuru, the disgraced head of DPW who is now being investigated on multiple charges of corruption. See my 4/3/19 letter to the City Attorney at footnote 3, page F1.

Prior to filing my SOTF complaint, I made numerous efforts to work with OEWD to obtain items that I still had not seen ((316). On several occasions, OEWD informed me that it had sent me everything it had available and closed the request; yet, when I insisted, the agency continued to send more information. This piecemeal release of information by OEWD is disconcerting and undermines the public's faith in City Government.

This is a serious issue for SOTF. Will this body allow an agency to state it has satisfied its obligations under the Sunshine Ordinance by inundating the public with irrelevant information or will you require substantive and complete responses provided by knowledgeable employees within a given agency?

Attempts to obtain information

2/17 - certified letter to OEWD returned as "Undeliverable" (photocopy and 286)

2/25/19 I write to OEWD stating my letter was returned and sending 2/11/19 letter again.(318)

2/25/19 OEWD replies that it is collecting documents

3/5/19 - I write to OEWD saying I've had no response to my 2/11/19 request (305)

3/5/19 | receive a series of 44 emails from OEWD - each with multiple attachments - purporting to respond to my 2/11/19 PRA request. (322-363)

3/25/19 - more documents arrive from OEWD

5/7/19 email from me to OEWD sending list of items still not received as requested on 2/11/19 (316 and 288)

5/7/19 response from OEWD: does not have any more docs and is closing this request (319)

6/7/19 info still not received (296)

6/11/19 exchange of emails between me and SOTF (313) while I was out of town for an emergency. OEWD representative tells members of SOTF that "Mr Hooper was at the Bohemian Grove and lost documents." This is a complete fabrication; I was with my daughter who had brain surgery at the Barrow Brain Center in Phoenix on 6/13/19, In any case, I am not a member of the Bohemian Grove and would have had no reason for being there. I did not lose any documents.

6/11/19 to DPW (19062 - 483 mentions a "thumb drive" (never received by me) and 484

6/12-13/19 and 7/3/19 exchanges of emails between me, SOTF and Parks Alliance (310-312)

6/14/19 OEWD sends more info relating to MD GBD, most of it right on GBD website (308; 322 - 363; 364 and 365 - 424)

6/21/19 OEWD reiterates it has been fully responsive (305)

7/3/19 same statement again (303)

8/20 - I appear before the SOTF Complaint Committee. OEWD representative hands me a packet of papers "as a courtesy" purporting to be all the information it has. Packet turns out to be obsolete information or pages copied from public websites. Jurisdiction is established and my file forwarded to the full SOTF for consideration.

1/21/20 SOTF Chair asked DPW's Custodian of Records David Steinberg the status of the Mission Dolores GBD effort. Steinberg replies he does not know and DPW's GBD program manager is absent

2/7/20 I repeat a question to DPW's Green District Manager about status of MDGBD. No response.

The first four questions in my original PRA request dated 2/11/19 pertained exclusively to the now defeated Greater Buena Vista GBD. It appears from email correspondence that DPW, OEWD and the GBV GBD formation committee conspired to alter the original OEWD grant application so that it would appear to qualify for funding. See 4/3/19 letter to City Attorney at at Footnote 4 pages F2 and F3.

However, questions 5 through 9 pertain to the Mission Dolores GBD which the City is still promoting and funding through a July 2018 contract with SF Parks Alliance which runs through June of this year.

Information requested on February 11, 2019 and still not received

5. Verbatim transcripts, photographs, videos, tape recordings, sign-in sheets, attendance records, notes, memoranda, reports, and any other records in any form of public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018. NOT RECEIVED

6. All emails, text messages, and other correspondence, including minutes of all MDGBD formation committee meetings, relating to the planning, execution, and/or follow-up related to public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018. NOT RECEIVED

7. All raw survey data collected in connection with Mission Dolores GBD surveys. SOME DATA RECEIVED

8. All documents, records, and/or correspondence relating to the funding and initiation of a management plan/engineer's report in connection with a Mission Dolores GBD. NOT RECEIVED

9. All public records, as defined in Gov. Code Section 6252 (c) and (e), including correspondence (including but not limited to letters, emails, and text messages), contracts, agreements, mailing lists, surveys and online surveys, responses to surveys and online surveys, budgets, expenditures, and memoranda (including all methods of transcription) memorializing, describing, or otherwise relating to the planning for, public interest and/or opinion surveying for, expenditure of public funds for, organization, and/or formation of a possible Mission Dolores GBD. NOT RECEIVED, other than some information about the survey.

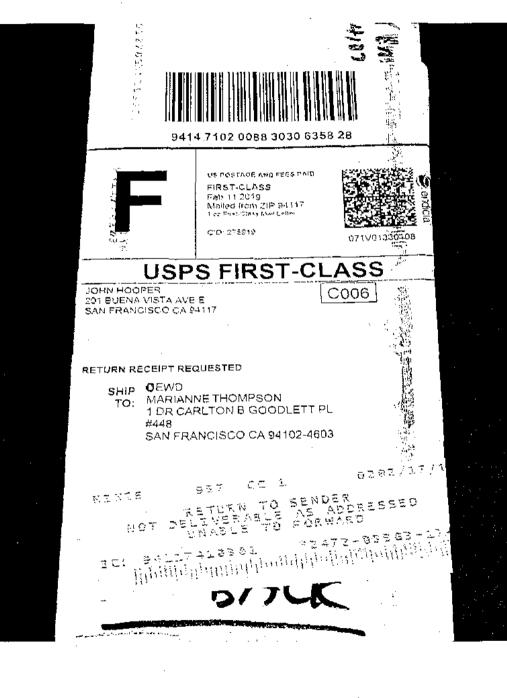
In a nutshell, OEWD has blocked release of invoices or money spent under the current MDGBD contract. There is no accounting of any money spent under a \$ 156,000 contract. The "official" explanation is it doesn't exist.

But, the MDGBD engineering report exists, the MDGBD management Plan exists and the Boston Tech Survey was completed. Incidentally, all of these documents have been officially questioned due to bias and inaccuracy.

We also know the this information exists because much of it is required to be provided to OEWD under the terms of the July 1, 2018 contract between OEWD and Parks Alliance. See the attachment to my statement of January 21, 2020 entitled Tasks and Deliverables under Project Area B: Dolores Park Neighborhood. All the information required by OEWD under that contract is required to be made available to the public.

Today, I request that you reaffirm your jurisdiction over this matter and send my files to the full SOTF. Thank you.

P1016



File No. 19061

Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Tuesday, February 11, 2020 11:13 AM
To:	SOTF, (BOS)
Subject:	Correction to SOTF submission for the record re #19061 and 09162
Attachments:	SOTF Complaint Comm 2_18_20.pages

This message is from outside the City email system. Do not open links or attachments from untrusted sources,

Hi Victor:

Please excuse me. I just sent you an email with my proposed statement for the 2/18/20 Complaint Committee hearing.

The content in the body of that earlier email is correct but the attachment I sent was an earlier draft.

This attachment should be the current version.

Please let me know if this is still confusing.

John 415-990-9511 (cell) or 415-626-8880 (office)

Leger, Cheryl (BOS)

From: Sent: To: Subject: John C. Hooper <hooparb@aol.com> Tuesday, February 11, 2020 2:57 PM SOTF, (BOS) Please include in SOTF file # 19061

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please include the following PRA request filed 2/11/20 to determine the status of the OEWD contract with SF Parks Alliance to form a Mission Dolores GBD.

Hello Ms. Thompson

PUBLIC RECORD REQUEST

In a request to the status Mission Dolores GBD SF Park Alliance July 1, 2018 Contract ID# 1000012901, you responded on 10/16/2019 via e-mail:

Good Afternoon Mark,

It appears as though the grant has expired. I hope that answers your question.

Hope all is well with you. M.

Contract ID# 1000012901 says

Vendor Name: SAN FRANCISCO PARKS ALLIANCE Description: Buena Vista and Dolores Park G **Contract Term: July 01, 2018 to June 30, 2020** Contract Award Amount: 156,984.00

Article 3 of the contract say the same end date.

Please provide all records that show that this grant has expired.

If there are no records that show the grant has expired, please provide all records that show the grant has been canceled.

Young, Victor (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Wednesday, February 12, 2020 4:26 PM
То:	SOTF, (BOS)
Subject:	Please include as part of Sunshine Ordinance Task Force record: files #19061 and 19062

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Victor:

Please include this information in the SOTF reading file for the Complaint Committee on 2/18/20 as part of the official record of files #19061 and 19062 which I will present and also make this information available to the full Task Force.

The linked article referenced below relates directly to public concerns about DPW and OEWD's involvement with San Francisco Parks Alliance and involves issues which have been brought before the SOTF for more than a year.

SF corruption probe: PG&E, major construction firms, nonprofits hit with subpoenas

Pacific Gas & Electric Co. is among the companies served with a subpoena Wednesday, along with major construction firms Webcor, Pankow and Clark Construction.

Waste management company Recology was also hit with a subpoena. Nonprofits the **San Francisco Parks Alliance**, the Lefty Lefty O'Doul's Foundation for Kids and the San Francisco Clean City Coalition were also served.

https://www.sfchronicle.com/bayarea/article/SF-corruption-probe-PG-E-major-construction-15051179.php

Young, Victor (BOS)

From:John C. Hooper <hooparb@aol.com>Sent:Thursday, February 13, 2020 10:57 AMTo:Young, Victor (BOS)Cc:Calvillo, Angela (BOS)Subject:Another format: SOTF statement for the record re #19061 and 09162

Hi Victor: Apologies for the inconvenience. Here is my statement below copied into the body of this email. Will this work? I'm out the door now to a meeting but will be back later today. Thanks John

Statement before the SOTF Complaint Committee re City's failure to provide full and complete responses to PRA requests regarding a proposed, publicly-funded Mission Dolores Green Benefit District. Files # 19061 and #19062 February 18, 2020

Thank you for this opportunity. My name is John Hooper. My appearance today originated with a PRA request filed with various agencies, on February 11, 2019, a little over a year ago. After several follow-up requests to OEWD and DPW to provide complete information, I filed a second similar PRA request on May 29, 2019 and a complaint to this body.

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P1020

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-----Original Message-----From: Young, Victor (BOS) <victor.young@sfgov.org> To: John C. Hooper <hooparb@aol.com> Cc: Calvillo, Angela (BOS) <angela.calvillo@sfgov.org> Sent: Thu, Feb 13, 2020 10:37 am Subject: RE: Correction to SOTF submission for the record re #19061 and 09162

Mr. Hooper:

I am unable to open the document you provided on 2/11/20. Please provide to me in a pdf or word format.

Thank you.

Victor Young Assistant Clerk Board of Supervisors phone 415-554-7723 | fax 415-554-5163 victor.young@sfgov.org | www.sfbos.org

From: John C. Hooper <hooparb@aol.com> Sent: Tuesday, February 11, 2020 11:13 AM To: SOTF, (BOS) <sotf@sfgov.org> Subject: Correction to SOTF submission for the record re #19061 and 09162

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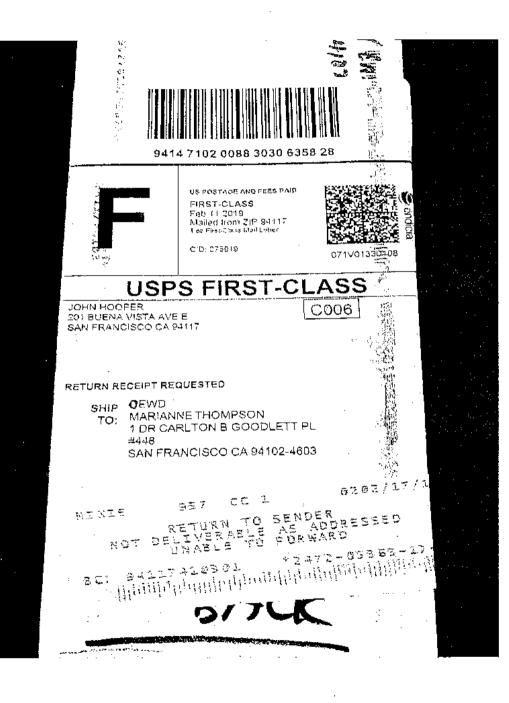
This attachment should be the current version.

Please let me know if this is still confusing.

John 415-990-9511 (cell) or 415-626-8880 (office)

P1024

· · ·



File No. 19061

Please allocate the following way:

Grantee:	San Francisco Parks Alliance	Blanket: Contract ID# 1000012901
Purpose/ Modules:	Buena Vista and Dolores Park GBDs	_ Amendment (or New (circle one)
Amount to	be encumbered: \$156,984.00	Workforce of Econ (circle one)
Grant	Byron M Lam	

Grant Coordinator:

General Fund Other (Specify) DPW IIN 18th St. Merchant Capacity Building (ACT 0093) Dept: 2207767 Dept: 207767 Fund: 10020 Fund: 10010 Authority: 17355 Project: 10022531 Authority: 16652 Activity: 0072 Project: 10022531 Budget: FY 19 Activity: 0093 \$33,**00**0.00 \$25,000 \$33,000 from DPW work order in FY 17-18 Public Works work order in FY 18-19 Dept: 207767 Fund: 10010 Authority: 16652 Project: 10022531 Activity: 0136 \$98,984.00 Public Works Order FY18-19



Approval Required

The contract document for Contract ID 1000012901 was completed outside of the PeopleSoft Financials and Procurement System. Signed documents attached.

Contract Summary

Version: 1 Vendor ID: 0000011535 Vendor Name: SAN FRANCISCO PARKS ALLIANCE Description: Buena Vista and Dolores Park G Contract Term: July 01, 2018 to June 30, 2020 Contract Award Amount: 156,984.00

No. of File(s): 1 File(s) Attached: Executed contract

City Representative Completed By:

DocuSigned by: Jerrifer M. Collins -FE0E9E19101A436.

Jennifer M. Collins

Page 1 of 1

CITY AND COUNTY OF SAN FRANCISCO OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SAN FRANCISCO PARKS ALLIANCE

THIS GRANT AGREEMENT (this "Agreement") is made this <u>JULY 1, 2018</u>, in the City and County of San Francisco, State of California, by and between <u>SAN FRANCISCO PARKS ALLIANCE</u>, a California nonprofit public benefit corporation ("Grantee" or "Contractor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a BUENA VISTA AND DOLORES PARK GBDs grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

To determine the level of support for the formation of a two new Green Benefit Districts (GBDs); and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby aeknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "Agency" shall mean the Office of Economic and Workforce Development (OEWD).

(c) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents,

July 1, 2018

correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) "Budget" shall mean the budget attached hereto as part of Appendix A.

(e) "Charter" shall mean the Charter of City.

(f) "CMD" shall mean the Contract Monitoring Division of the City,

(g) "Controller" shall mean the Controller of City.

(h) "Eligible Expenses" shall have the meaning set forth in Appendix A.

(i) "Event of Default" shall have the meaning set forth in Section 11.1.

(j) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(k) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(1) "Funding Request" shall have the meaning set forth in Section 5.3(a).

(m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(n) "Grant Plan" shall have the meaning set forth in Appendix B

\mathbf{Or}

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; <u>provided</u>, <u>however</u>, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(0) "Indemnified Parties" shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary"

or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2

APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions. City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any

Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) <u>JULX 1, 2018</u> and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on <u>JUNE 30, 2020</u>.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantec's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall neet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall excreise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretiou to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any

such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(c) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5

USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed ONE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED EIGHTY-FOUR Dollars (\$156,984).

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Bligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the

Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each **MONTH**.

5.4 Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reinbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

5.5 Construction.

(a) For Grant Plans that include construction or renovation activity, Grantee shall obtain all permits and comply with all applicable laws with respect to the work including the payment of prevailing wages. Grantee shall exercise prudent construction management and oversight, including ensuring that all contractors are licensed and bonded for the work, and that they maintain builders all risk and general liability insurance. City's funding contribution will not exceed the amounts set forth in this Agreement, and Grantee will be responsible for any and all cost overruns or construction defects or deficiencies. Grantee shall maintain appropriate reserves for contingencies.

(b) For any construction project costing \$200,000 or more, Grantee shall competitively bid the work. For any project costing more than \$5,000 but less than \$200,000, Grantee shall informally or formally solicit at least 3 proposals or bids from eligible contractors. Grantee may seek a waiver of these requirements from the City with justification, but any such waiver may be given or withheld in the City's sole discretion. For construction and rehabilitation projects that require building permits, Grantee shall consult with the Mayor's Office on Disability before applying for such permit to ensure that any disability accommodation issues are appropriately addressed.

(c) If the Grant Funds are used for the rehabilitation or improvement of real property; then Grantee shall maintain the nonprofit eligible purpose and use of the property consistent with this Agreement for the Tenure Period. The "Tenure Period" of this Agreement is the period of time that starts on the date of completion of the rehabilitation or improvements and that ends five (5) years thereafter. If Grantee leases the property and the remaining term of the lease is less than five (5) years following the expected date of completion such that Grantee may not be in a position to satisfy the Tenure Period

requirement set forth above, then Grantee shall inform the City of such fact before the start of the construction work. The City may elect not to provide the Grant Funds if continued use of the real property for the full Tenure Period cannot reasonably be achieved.

ARTICLE 6

REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantce shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee ereates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee that capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hercunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hercunder. Grantee shall

report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantec is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c) (3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Locatinn. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantce to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantec has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee cortifies that Grantee is not suspended, deharred or otherwise excluded from participation in federal assistance programs.

Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9

INDEMNIFICATION AND GENERAL LIABILITY

Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the 9.1 Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1; (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own ceunsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR

TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence, \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, and Products and Completed Operations.

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required herounder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11 of 28

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this Agreement, the Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the Grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) False Statement. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) Failure to Provide Insurance. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) Failure to Comply with Applicable Laws. Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) Failure to Perform Other Covenants. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) Cross Default. Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) Voluntary Insolvency. Grantec (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a enstodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) Termination. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) Withholding of Grant Funds. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) Offset. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) Return of Grant Funds. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available herennder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only

in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, Grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, upon any request by City, Grantee shall provide to City financial projections, including profit and loss figures, for the Project as well as annual financial statements for the Project certified by Grantee as complete and accurate and audited by an independent accounting firm. Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantces, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) Limitations. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; <u>provided</u>, <u>however</u>, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) Terms of Subcontract. Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6: Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignce or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (aud offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, Grantee agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

G-100 (3-17)

July 1, 2018

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via email (if an email is provided below):

If to the Agency or City:

City and County of San Francisco Office of Ecouomic and Workforce Development 1 South Van Ness Ave., 5th Floor San Francisco, CA 94103 Attn: CHRIS CORGAS Email: CHRISTOPHER.CORGAS@SFGOV.ORG

Funding Requests:

If to Grantee:

SAN FRANCISCO PARKS ALLIANCE 501 STANYAN STREET SAN FRANCISCO, CA 94117 Attn: MADELINE PORTER Email: madeline@sfparksalliance.org

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

Email: oewd.ap@sfgov.org

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. (RESERVED)

16.2 Nondiscrimination; Penaltics.

(a) Grantee Shall Not Discriminate. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes,

(b) Subcontracts. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all

subgrantees to comply with such provisions. Grantce's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bercavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Contract. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

16.4. Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any hopical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages

17 of 28

assessed shall be payable to City upon demand and may be offset against any monics due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractor of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

(f) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Contractor is excinpt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an iudividual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor, Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program and Local Hire.

(a) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or

property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

(c) Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

(d) Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

(e) Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated datages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379, and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorney's fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

(g) Local Hire. If Grantec is using any of the Grant Funds to construct improvements or alterations on City-owned property, including sidewalks and public rights of way, then Grantee shall comply with the local hire requirements set forth in San Francisco Administrative Code Section 6.22(G). Before starting any such work, Grantee shall contact the Office of Economic and Workforce Development (OEWD) to confirm the applicable local hire requirements, and the first source hiring agreement referenced in subsection (b) above shall include such requirements. Grantee's failure to contact OEWD to confirm the requirements, or to comply with the applicable requirements in connection with any improvements or alterations on City-owned property, shall be a material breach of this Agreement.

16.11 Prohibition on Pulitical Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff incider in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii)

Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. (RESERVED)

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If the Grantce receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By exceuting this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of

the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversiou or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed nuder this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicnous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done ur will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

16.17 Food Service and Packaging Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incir based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Slavery Era Disclosure. (RESERVED)

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws, including to the extent applicable the payment of prevailing wages.

16.20 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.21 San Franciscu Bottle Water Ordinance. Grantee agrees to comply with all applicable provisions of Environment Code Chapter 24 (the "Bottled Water Ordinance"). Accordingly, the sale or distribution of drinking water in plastic bottles of twenty-one (21) fluid ounces or less is prohibited at any gathering of more than 100 attendees that is funded in whole or part under this Agreement. If Grantee does not believe that the hydration needs of attendees can be satisfied through existing on-site potable water connections, then Grantee may request a waiver of the Bottled Water Ordinance. In addition to any remedies set forth in this Agreement, the Director of the City's Department of the Environment may impose administrative fines as set forth in San Francisco Environment Code Chapter 24 for any violation of the Bottled Water Ordinance.

16.22 Health Care Accountability Ordinance. Grantee shall comply with San Francisco Administrative Code Chapter 12Q. Grantee shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Grantee is subject to the enforcement and penalty provisions in Chapter 12Q.

16.23 Payment Card Industry ("PCI") Requirements. Payment Card Industry ("PCI") Requirements. Grantees providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

- (a) Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Grantee whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.
- 2. (b) Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml).

Compliance with the PCI DSS shall be achieved through a third party audit process. The Grantee shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

- 3. (c) For any Grantee that processes PIN Debit Cards, payment card devices supplied by Grantee shall be validated against the PCI Council PIN Transaction Security (PTS) program.
- 4. (d) For items (a) to (c) above, Grantee shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.
- 5. (e) Grantee shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.
- 6. (f) Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Definition of Eligible Expenses Appendix B, Definition of Grant Plan Appendix C, Invoicing and Payment Instructions

26 of 28

Appendix D, Interests in Other City Contracts Appendix E, Permitted Subgrantees

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements	Article 9	Indemnification and General
Section 6.5	Books and Records	.	Liability
Section 6.6	Inspection and Audit	Section 10.4	Required Post-Expiration
Section 6.7	Submitting False Claims;		Coverage
	Monetary Penalties	Article 12	Disclosure of Information and
Section 6.8	Ownership of Results		Documents
Article 7	Taxes	Section 13.4	Grantee Retains Responsibility
		Section 14.3	Consequences of
			Recharacterization
		Article 17	Miscellaneous

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

By: Joaquín 🗍 orré Thirector

GRANTEE:

By signing this Agreement, I certify on behalf of Grantee and not in my individual capacity that Grantee complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

SAN FRANCISCO PARKS ALLIANCE,

a California nonprofit public benefit corporation

By:

Drew Becher Chief Executive Officer Federal Tax ID Number: 237131784 City Supplier Number: 0000011535

Approved as to Form:

Dennis J. Herrera City Attorney

By: Charles R. Sullivan Deputy City Attorney

28 of 28

Appendix A--Definition of Eligible Expenses

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses must be:

(a) paid by Grantce prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made unless agreed to in writing between both parties);

(b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(c) operating (as opposed to capital) expenses;

(d) within the scope of the applicable Budget line item; and

(e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall include:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) (elephone charges, stationery and office supplies;
- (4) advertising and publicity costs; and
- (5) items detailed in the budget below.

Eligible Expenses shall specifically exclude:

(1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

(2) capital expenses;

(3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;

(4) penalties, late charges or interest on any late payments; or

(5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

July 1, 2018

Program Budget

Budget Line	Description of Deliverable / Payment Trigger		Budget Amount	
Item				
Deliverable 1	Buena Vista Survey Report	\$	20,950.00	
Deliverable 2	Feasibility Survey Report (DP)	\$	20,000.00	
Deliverable 3	Final Management Plan (DP)	\$	30,000.00	
Deliverable 4	Final Engineer's Report (DP)	\$	27,284.00	
Deliverable 5	Proof of Petition Mailing package (DP)	\$	19,000.00	
Deliverable 6	Assessment Database (DP)	\$	15,000.00	
Deliverable 7	Ballot Materials (DP)	\$	20,050.00	
Deliverable 8	Inner Sunset GBD - Letter to Property Owners (IS)	\$	4,700.00	
Deliverable 9	Buena Vista GBD - Letter to Property Owners (BV)	\$	-	
Deliverable 10	Dolores Park GBD - Letter to Property Owners (DP)	\$	-	
	Total Budget Amount	\$	156,984.00	

A-2

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean the following:

I. PROJECT DEFINITIONS

APN - Assessor's Parcel Number

GBD -- Green Benefit District

City - City and County of San Francisco

City's Team -

Christopher Corgas, Senior Program Manager, OBWD Jonathan Goldberg, Program Manager, Public Works Helen Mar, Project Specialist, OEWD

District Supervisor – Supervisor on the City and County of San Francisco Board of Supervisors, representing District 8

FPS – GBD Feasibility Phase Survey

Grantee – Place Lab (a DBA/FBN of Build Public)

Grantee's Team -

Brooke Ray Rivera, Executive Director, Place Lab Toral Patel, Program Manager, Place Lab

MOU - Memorandum of Understanding

OEWD - Office of Economic and Workforce Development, a department of the City.

Project Area A – Neighborhood surrounding Buena Vista Park

Project Area B – Neighborhood surrounding Dolores Park.

PW - Department of Public Works, a department of the City.

Steering Committee – A committee that will work with Grantee to determine the feasibility of GBD formation or expansion

II. DESCRIPTION OF SERVICES

A Green Benefit District is a public/private partnership in which property owners choose to make a collective contribution to the maintenance, development and promotion of their neighborhoods and public realm assets through a special assessment of their properties.

1

GBDs represent a long-term financial commitment; therefore the formations or expansions of GBDs require the support of property owners in the district. GBDs are formed or expanded when there is widespread support among property owners who are fully informed about the proposed district.

The intent of this Agreement is to determine the level of support for the formation of a two new GBDs, one in the area surrounding Buena Vista Park and one in the area surrounding Dolores Park. This determination of support is referred to as the GBD Feasibility Phase.

III. TASKS AND DELIVERABLES FOR PROJECT AREA A: GREATER BUENA VISTA (GBV) NEIGHBORHOOD

Task 1. Support Community Meeting #1

- Grantee shall support a community meeting in Project Area A regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - Meeting preparation
 - o Meeting materials
 - o Meeting facilitation
 - o Meeting minutes/notes
 - o Meeting debrief with the Greater Buena Vista GBD steering committee.

Task 1. Deliverables

- A. Invoice for time spent completing Task 1
- B. Copy of meeting minutes/notes
- C. Sign in sheets for community meeting showing attendance

Task 2. Develop collateral

- Grantee shall develop collateral for the formation of the Greater Buena Vista GBD
- Collateral shall include, but is not limited to, the following:
 - o Fact sheet
 - o Frequently Asked Questions (FAQs)
 - \circ A map of the area

Task 2 Deliverables

- D. Invoice(s) for the drafting of content, graphic design services, and the printing of collateral.
- E. A copy of the fact sheet
- F. A copy of the Frequently Asked Questions document
- G. A copy of the map of the area

Task 3. Preliminary Website and Database Management

- Grantee shall develop a website for the Project Area A GBD formation
- Grantee shall develop and manage a database of property owners for the Project Area A GBD formation

Task 3 Deliverables

- H. Invoice(s) from Ken Cook Consulting for website development and database development and management
- I. A functional website url for the Project Area A GBD formation
- J. A copy of the completed database

Task 4. Support Community Meeting #2

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- Grantee shall support a community meeting in Project Area A regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - o Meeting preparation
 - o Meeting materials
 - o Meeting facilitation
 - Meeting minutes/notes
 - o Meeting debrief with the Greater Buena Vista GBD steering committee

Task 4 Deliverables

- K. Invoice for time spent completing Task 2
- L. Copy of meeting minutes/notes
- M. Sign in sheets for community meeting showing attendance

Task 5. Website Management

- Grantee shall be responsible for managing the Project Area A website
- Grantee shall be responsible for all domain hosting fees and volunteer coordination in relation to the website

Task 5 Deliverables

N. Invoice(s) for website management work

Task 6. Analyze Survey results

• Grantee shall analyze and synthesize all GBD survey results

Task 6 Deliverables

- O. Invoice(s) for time spent analyzing and synthesizing all survey results
- P. Draft survey results

Task 7. Develop Outreach Summary Report

- Grantee shall draft an outreach summary report, which shall include the following work:
 - o Content
 - Layout and design
 - o Any and all revisions
- Outreach summary report shall include
 - Results of community meetings
 - o Finalized survey results
 - o Recommendations and suggestions for the Project Area A GBD steering committee
 - An explanation of methodology on how report was constructed

Task 7 Deliverables

- Q. Invoice(s) for the content, layout and design, and any and all revisions related to Outreach Summary Report
- R. Final Outreach Summary Report

Task 8. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - Supporting Steering Committee in setting up a blog; Steering Committee will be responsible for creating and maintaining content

Task 8 Deliverables

- S. Invoice(s) for work related to Task 8, with sufficient detail to determine what was accomplished
- T. A copy of each item produced under Task 8
- U. Proof of mailing for any item that requires mailing under Task 8

IV. TASKS AND DELIVERABLES FOR PROJECT AREA B: DOLORES PARK NEIGHBORHOOD

Task 1. Monthly Steering Committee Meetings

- Grantee shall organize and facilitate monthly Project Area B steering committee meetings. Meetings shall develop the vision and mission for a potential GBD in Project Area B.
- Grantee shall build steering committee capacity for Project Area B GBD feasibility and formation.
- Grantee shall finalize Project Area B boundaries with input from steering committee.

Task 1 Deliverables

- A. Invoice(s) for time spent completing Task 1.
- B. An agenda and meeting minutes for each steering committee meeting

Task 2. Develop and Manage Website

- Grantee shall be responsible for managing the Project Area B website.
- Grantee shall be responsible for all domain hosting fees and volunteer coordination in relation to the website.

Task 2 Deliverables

- C. Invoice(s) for website development and ongoing management, including domain fees.
- D. A functional website url for Project Area B GBD formation.

Task 3. Develop Collateral

- Grantee shall develop collateral for the formation of the Dolores Park GBD.
- Collateral shall include, but is not limited to, the following:
 - o Fact sheet
 - o Frequently Asked Questions (FAQs)
 - A map of the area

Task 3 Deliverables

- E. Invoice(s) for the drafting of content, graphic design services, and the printing of collateral.
- F. A copy of the fact sheet.
- G. A copy of the Frequently Asked Questions document.
- H. A copy of the map of the area.

Task 4. Conduct Community Meeting #1

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - Meeting preparation
 - Meeting materials
 - Meeting facilitation
 - o Meeting minutes/notes

o Meeting debrief with the Dolores Park GBD steering committee.

Task 4 Deliverables

- I. Invoice for time spent completing Task 4.
- J. Copy of meeting minutes/notes
- K. Sign in sheets for community meeting showing attendance

Task 5. Draft Property Owner and Business Databases

- Grantce shall develop and maintain a property owner databases of all parcels within Project Area B. Property owner database shall contain:
 - o APN
 - o Owner Name
 - o SITUS
 - Mailing Address
 - o Mailing City
 - o Mailing State
 - o Mailing Zip Code
- Grantee shall develop and maintain a business database of all businesses with Project Area B. Business database shall include:
 - o Business name
 - Business address
 - o Owner name
 - Owner contact info

Task 5 Deliverables

- L. Invoice(s) for time and fees related to the development of these databases.
- M. Final property owner database
- N. Final business database

Task 6. Develop Snrvey Questionnaire

• Grantee shall develop and draft a FPS for the proposed Dolores Park GBD. The FPS will allow City's Team and the Dolores Park GBD Steering Committee to determine if pursuing a GBD within the proposed district is feasible. Additionally, FPS results will serve as a guide for the development of the Dolores Park GBD management plan if the proposed GBD is determined to be feasible. The FPS will provide property owners and stakeholders the opportunity to give valuable feedback on what they see as the proposed district's biggest concerns and if they are interested in pursuing a GBD. The survey will be reviewed by City's Team before it is disseminated. Potential questions must include one in which the participant is directly asked if they are interested in pursuing a GBD in a yes or no format.

Task 6 Deliverables

- O. Invoice(s) for time and materials utilized on the development if a survey questionnaire.
- P. Email approval from City's Team indicating survey questionnaire meets City standards.
- Q. Finalized survey questionnaire.

Task 7. Disseminate Survey

• Grantee shall mail surveys to all property owners, merchants, and stakeholders by United States Postal Service (USPS). Grantee may also distribute surveys via email, in person, or via the internet.

Task 7 Deliverables

- R. Invoice(s) for surveying printing and postage.
- S. Invoice(s) for any work related to in person or digital release of surveys.
- T. Receipts for printing and postage

Task 8. Tabulate and Analyze Survey Results

• Grantee shall tabulate, analyze, and synthesize all GBD survey results.

Task 8 Deliverables

- U. Invoice(s) for time spent tabulating, analyzing, and synthesizing all survey results
- V. Draft survey results

Task 9. Conduct Community Meeting #2

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District, Grantee shall be responsible for:
 - Meeting preparation
 - Meeting materials
 - Meeting facilitation
 - Meeting minutes/notes
 - o Meeting debrief with the Dolores Park GBD steering committee.

Task 9. Deliverables

- W. Invoice for time spent completing Task 9.
- X. Copy of meeting minutes/notes
- Y. Sign in sheets for community meeting showing attendance

Task 10. Draft and Figal Survey Summary Report

- Grantee shall draft a survey summary report, which shall include the following work:
 - o Content
 - Layout and design
 - Any and all revisions
- Survey summary report shall include
 - o Results of community meetings
 - o Finalized survey results
 - o Recommendations and suggestions for the Project Area B GBD steering committee

• An explanation of methodology on how report was constructed.

Task 10. Deliverables

- Z. Invoice(s) for the content, layout and design, and any and all revisions related to Survey Summary Report
- AA. Final Survey Summary Report

Task 11. Conduct Community Meeting #3

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - o Meeting preparation
 - Meeting materials
 - o Meeting facilitation
 - o Meeting minutes/notes
 - o Meeting debrief with the Dolores Park GBD steering committee.

Task 11 Deliverables

BB. Invoice for time spent completing Task 11.

CC.Copy of meeting minutes/notes

DD. Sign in sheets for community meeting showing attendance

Task 12. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - Mailer productions
 - o Promotional and marketing materials
 - Setting up and hosting meetings
 - Making and setting up phone calls
 - Neighborhood events

Task 12 Deliverables

EE. Invoice(s) for work related to Task 12, with sufficient detail to determine what was accomplished. FF. A copy of each item produced under Task 12.

GO. Proof of mailing for any item that requires mailing under Task 12.

Task 13. Biweekly Public Meetings to Develop Management Plan aud Engineer's Report for Project Area B GBD

• Grantee shall organize and provide support for no less than 8 public meetings to develop a Project Area B GBD management plan and engineer's report.

Task 13 Deliverables

- HH. Invoice(s) for time, labor, and materials related to the completion of task 13.
- II. Meeting agendas for each community meeting.
- JJ. Meeting notes for each community meeting.

Task 14. Draft and Final Management Plan

- Grantee shall develop a management plan based off survey questionnaire input and public meetings.
- Grantee's first version of management plan shall be known as the draft version.
- Draft version of the management plan must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the management plan shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized management plan until an approval letter from both City's Team and the City Attorney has been received.

Task 14. Deliverables

KK. Invoice(s) for time, materials, and labor spent on the development of draft and finalized management plan for Project Area B.

LL. All draft management plans for Project Area B.

MM. Final management plan for Project Area B.

Task 15. Draft and Final Engineer's Report

- Grantee shall develop an engineer's report based off survey questionnaire input and public meetings.
- Grantee's first version of engineer's report shall be known as the draft version.
- Draft version of the engineer's report must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the engineer's report shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized engineer's report until an approval letter from both City's Team and the City Attorney has been received.

Task 15 Deliverables

NN. Invoice(s) for time, materials, and labor spent on the development of draft and finalized engineer's report for Project Area B,

OO. All draft engineer's report for Project Area B.

PP. Final engineer's report for Project Area B.

Task 16. Assessment Database

- Grantee shall develop an assessment database for Project Area B. Assessment database shall contain:
 - o APN.
 - o Owner Name.
 - o SITUS.

- o Parcel characteristics used to calculate assessments
- Total Assessment to be paid on that parcel.
- o % that parcel's payment would be of total (% of total assessment).
- o Care of.
- o Mailing Address.
- o Mailing City.
- o Mailing State.

Task 16 Deliverables

- QQ. Invoice(s) for all time, labor, and related fees for the completion of an assessment database for Project Area B.
- RR. Final assessment database for Project Area B.

Task 17. PW and City Attorney Review and Approval

- Grantee shall obtain Public Works and City Attorney approval on the Finalized Management Plan and Engineer's Report for Project Area B.
- Grantee shall communicate the contents of the finalized Management Plan and Engineer's Report for Project Area B to the appropriate District Supervisor(s)

Task 17 Deliverables

- SS. Approval emails from Public Works and City Attorney for the finalized Management Plan and Engineer's Report.
- TT. Email indicating contents of Management Plan and Engineer's Report have been shared with the appropriate District Supervisor(s)

Task 18. Property Owner Outreach

- Grantee shall host between 5 and 10 meetings with large stakeholders in Project Area B.
- Large stakeholders shall mean the top 100 individual largest assessment holders in Project Area B.

Task 18 Deliverables

UU. Invoice(s) for time, labor, and costs incurred in the completion of Task 18.

Task 19. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - Mailer productions
 - o Promotional and marketing materials
 - Setting up and hosting meetings
 - o Making and setting up phone calls
 - o Neighborhood events

Task 19 Deliverables

VV. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.

WW. A copy of each item produced under Task 19.

XX. Proof of mailing for any item that requires mailing under Task 19.

Task 20. Develop Petition campaign Outreach Materials and Strategy

• Grantee shall develop petition phase outreach materials and strategy.

Task 20 Deliverables

YY. Invoice(s) for all time, labor, and materials used in the completion of Task 20.

Task 21. Review of Petition Package by City Attorney and PW

• Grantee shall secure approval of the City Attorney and PW prior to mailing the petition package to potential assessment payers.

Task 21 Deliverables

ZZ. Approval email from the City Attorney AAA. Approval email from PW

Task 22. Develop and Mail Petition Package

 Grantee shall develop and mail a petition package to all potential assessment payers within Project Area B.

Task 22 Deliverables

BBB. Invoice(s) for the printing and mailing of petitions

Task 23. Property Owner Outreach and Petition Tracking

- Grantee shall be responsible for property owner outreach through the petition phase.
- Grantec shall be responsible for tracking returned petitions throughout the petition phase.
- Grantee shall conduct outreach to ensure 30% or more of the total weighted assessments of the district respond in favor of forming a GBD.
- In the event the third bullet point of Task 23 is not completed, Grantee cannot bill or invoice for Tasks 24 31.

Task 23 Deliverables

CCC. Invoice(s) for time, labor, and costs incurred in the completion of Task 23. DDD. Bi-weekly petition tracker updates to City's Team.

Task 24. Communications and Engagement for Government Audit and Oversight Committee and Board of Supervisors Hearings

• Grantee shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearings and Board of Supervisors hearing.

Task 24 Deliverables

EEE. Invoice(s) for time, labor, and costs incurred in the completion of Task 24.

Task 25. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - Promotional and marketing materials
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - Neighborhood events

Task 25 Deliverables

FFF. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.

GGG. A copy of each item produced under Task 19.

HHH. Proof of mailing for any item that requires mailing under Task 19.

Task 26. Develop Ballot Campaign Outreach Materials and Strategy

• Grantee shall develop a ballot campaign strategy and develop outreach materials for the ballot phase.

Task 26 Deliverables

III. Invoice(s) for work related to Task 26.

Task 27. Develop Bailot Cover Letter and Submit to the Department of Elections

• Grantee shall develop a ballot package which shall include cover letter, final Management Plan, and final Engineer's Report and submit it to the Department of Elections via PW.

Task 27 Deliverables

JJJ. Invoice(s) for work related to Task 27 along with final version of cover letter.

Task 28. Property Owner Outreach and Ballot Tracking

- Grantee shall be responsible for property owner outreach through the balloting period, ensuring that identified "YES" votes fill out their ballot(s) and turn them into the Department of Elections via mail, courier, or in person.
- Grantce shall receive a ballot report every Friday of the balloting period from PW. Grantee shall review balloting report and provide a best guess estimate to whether or not a vote is in favor of the GBD or not. Grantee shall provide City's Team an estimate of where the vote would land if election ended at that ballot period.

Task 28 Deliverables

KKK. Invoice(s) for any mailers sent out associated with property owner outreach during this period.

LLL. Ballot reports returned to City's Team with updated hypotheses and vote projections.

Task 29. Communication and Engagement for Board of Supervisors Hearing and Resolution of Establishment

• Grantee shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearing(s) and Board of Supervisors hearing(s) related to balloting.

Task 29 Deliverables

MMM. Invoice(s) for all time, materials, labor, and costs incurred in the completion of Task 29.

Task 30. Ongoing Community and Stakeholder Engagement

- Grantce shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Promotional and marketing materials
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - o Neighborhood events

Task 30 Deliverables

NNN. Invoice(s) for work related to Task 30, with sufficient detail to determine what was accomplished.

OOO. A copy of each item produced under Task 30.

PPP. Proof of mailing for any item that requires mailing under Task 30.

Task 31. Resolution of Establishment Signed by the Mayor and Certified by the Clerk of the Board of Supervisors

• Grantee shall provide City's Team with a certified copy, with Mayor's signature, of the Resolution of Establishment indicating the GBD passed the vote and has been established.

Task 31 Deliverables

QQQ. A copy of the Resolution of Establishment for Project Area B with Mayor's signature and certified by the Clerk of the Board of Supervisors.

Appendix C—Invoicing and Payment Instructions

Grantee will submit an invoice along with all supporting documentation (receipts, invoices, copies of checks, or confirmation of deliverable approval from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was approved by OEWD. These documents must be submitted electronically via the online electronic reporting system Total Grant Solution (TGS).

- A. Expenses shall be billed against appropriate and available budget line items as seen in TGS 7c2 by fund sources and service activities following the agency's cost allocation basis.
- B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the grantee's proposal and required in the agreement.
- C. Personnel expenditures will show position detail as required in 7c2 to include first and last name, position title, and percentage of FTE.
- D. Invoices shall be electronically submitted by the Organizational Administrator. Agencies shall maintain their own list of authorized users (including level of permission) in the agency information section of TGS. This includes setting up new users, deactivating users, and adjusting permissions as appropriate.
- E. All supporting documentation shall be uploaded onto TGS 7c2 and submitted with the invoice. In addition, grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, receipts for purchases and expenses incurred, invoices, copies of checks, confirmation of deliverable approval from the Program Manager, and payroll records. Payroll informatiou can be from a payroll service or a payroll ledger from the Grantee's accounting system. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Grantee shall supply additional specific documentation when requested by OEWD. <u>NOTE: All deliverables must first be emailed to the Program Manager for approval. The Program Manager's approval email should then be uploaded into the online Total Grant Solution system as the supporting documentation required for invoice submission.</u>
- II. Failure to submit required reports by specified deadlines may result in withholding of grant payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of grant payments. Failure to meet project performance goals will result in a corrective action plan, withholding of grant payments in full or part, and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily and charges are properly supported, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final fiscal year-end cost reimbursement invoice which reconciles all charges for the fiscal year in addition to covering the charges incurred for the final month of the fiscal year, even if the agreement term extends beyond the end of the fiscal year. If a refund is due OEWD, it must be submitted with the final invoice. OEWD will inform grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. <u>NOTE: All</u>

G-100 (3-17)

I.

July 1, 2018

P1072

deliverables must be completed, submitted, and approved by the Program Manager on or before the agreement term end date.

- V. OEWD may change the invoice submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or npon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.
 - B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.
 - C. Any interest of Grantee or any subcontractor/subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor/subgrantee in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

VII. Prior Written Approval

A. Nonexpendable property or equipment, including the purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services, with a per-unit single or cumulative cost totaling \$5000 or more within a twelve-month period and a useful life of more than one year ("Nonexpendable Personal Property"), of which a percentage of the cost is funded with federal sources, shall not be purchased unless granted prior approval. Prior approval in these cases may need to be granted by the master funding agency (e.g. Department of Labor, or CA State of Employment Development Department). Grantees should anticipate equipment needs in order to submit requests early to account for the multiple required approvals. Expenses may not be approved if items are purchased prior to the pre-approval being secured. Approval of budget plans that include equipment purchases DOES NOT constitute approval of the equipment request, Requests for pre-approvals shall be submitted to OEWD using the preapproval request form and process located on OEWD's Workforce Development Division's Directives website. If an approval letter is issued, funds can be used for purchases and the approval letter shall be included as invoice backup when grantee submits for billing. If a letter not approving a request for purchases is issued, the letter will specify the reason for the disapproval. If the request is not approved and/or an

approval letter is not submitted with the monthly invoice to OEWD and equipment/property is billed, then the expenses may be disallowed.

P1074

City Department or Con	มาปรรเดท	Date of Contra	st	Amount of Contract
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Appendix D – Interest in Other City Contracts

G-100 (3-17)

July 1, 2018

P1075

Appendix E-Permitted Subgrantees

None

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Leger, Cheryl (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Monday, July 13, 2020 6:32 PM
To:	I-tsi@pacbell.net; Breed, Mayor London (MYR); Board of Supervisors, (BOS); Peskin, Aaron (BOS); Yee, Norman (BOS); Mandelman, Rafael (BOS); Haney, Matt (BOS); Preston,
Cc:	Dean (BOS); Walton, Shamann (BOS); Fewer, Sandra (BOS); Mar, Gordon (BOS) Cityattorney; Ethics Commission, (ETH); SOTF, (BOS)
Subject:	Re: NY Times - security cameras and Community Benefit Districts

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you, Lilian, for writing the City Administration with an important message.

Numerous Citizens have been asking the City (Mayor's Office, City Attorney, SOTF, BOS, OEWD, DPW etc) to look into CBDs and GBDs for several years. n There has been no (as in ZERO) interest at City Hall!

Commercial Benefit Districts (CBDs) and Green Benefit Districts (GBDs) are major recipients and distributors of public funds which are then paid to various autonomous firms (private security, private street cleaning, private gardening etc) at the behest of a small group of "in" neighbors which is selected for its subservience to City policy. One such recipient of public funds - SF Parks Alliance - is currently being investigated by the feds.

Is a genuine effort being made to clean up San Francisco government? Are you up to it, Mayor Breed?

Best, John Hooper

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

From: Lilian Tsi <l-tsi@pacbell.net>

To: Breed Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; aaron.peskin@sfgov.org <aaron.peskin@sfgov.org>; Norman Yee <norman.yee@sfgov.org>; Mandelman Rafael (BOS) <rafael.mandelman@sfgov.org>; matt.haney@sfgov.org <matt.haney@sfgov.org>; dean.preston@sfgov.org <dean.preston@sfgov.org>; shamann.walton@sfgov.org <shamann.walton@sfgov.org>; sandra.fewer@sfgov.org <sandra.fewer@sfgov.org>; gordon.mar@sfgov.org <gordon.mar@sfgov.org>

Cc: cityattorney@sfcityatty.org <cityattorney@sfcityatty.org>; ethics.commission@sfgov.org

<ethics.commission@sfgov.org>

Sent: Mon, Jul 13, 2020 5:30 pm

Subject: NY Times - security cameras and Community Benefit Districts

Dear Mayor and Board of Supervisors,

First of all, thank you for your prompt actions regarding the pandemic sweeping through this country. The early actions to shut the city down was a good pre-emptive move against a virus which knows no limits.

While in "shelter in place" mode, lots of reading and the article in the NY Times (link below) highlight issues with Community Benefit Districts that are disturbing.

1. Community Benefit Districts (CBDs) have to be approved by the Board of Supervisors ...after a petition and ballot process which is horrifying to say the least. (another rant another time) Proposed CBD's have to make known their management plans to the Board of Supervisors. How many of the CBDs included "spyware" in their management plans for approval?

2. In the article, the rich man on the hill says "it's whack-a-mole" with reference to how the criminals move away from Area A to Area B after cameras are installed in Area A. Area B then is forced to install cameras...and criminals move to Area C...and now...what if Area C is not a CBD...are residents/business owners in Area C then forced to set up a CBD so that they too can enjoy the largesse of the rich man on the hill? By the way...the same applies to homeless individuals who have been "ushered" away from downtown are now camping in Golden Gate Park...lovely isn't it when children go to the playgrounds or tourists walk in the park and find needles and assorted litter?

3. CBDs are non-profit organizations and request for grants and additional support for funding beyond collecting assessments from property owners. As it is now publicly known...the DPW and it's crony network of SF Parks Alliance nonprofits is rife with corruption. CBDs are potentially now another funnel for corruption for city contracts and services. Or maybe they already are...

Cameras filming and documenting crimes are not necessarily an evil. Most honest people don't care and won't mind. However, the citizens affected need to consent and be aware of the cameras. That means, if you are running for office, it should be a part of your platform and citizens vote you in to effect such policies. If indeed it is the city's policy to have cameras, the cameras need to be everywhere...not just in select areas, we can't have some neighborhoods more equal than others. CBDs and GBDs are dangerous entities which privatize what should be services provided by the city.

https://www.nytimes.com/2020/07/10/business/camera-surveillance-san-francisco.html

Writing from home, Lilian Stielstra Inner Sunset long time resident

Leger, Cheryl (BOS)

From: Sent: To: Subject: JOHN HOOPER <hooparb@aol.com> Monday, September 21, 2020 7:31 PM SOTF, (BOS) Re: SOTF - file nos, 19061 and 19062

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi again Cheryl: I'll check my files on Thursday and get back to you then. I'm pretty sure you have everything you need. But will confirm.

John Hooper

> On Sep 21, 2020, at 3:38 PM, SOTF, (BOS) <sotf@sfgov.org> wrote: >

Leger, Cheryl (BOS)

From: Sent: To: Cc: Subject: JOHN HOOPER <hooparb@aol.com> Thursday, September 24, 2020 11:54 AM SOTF, (BOS) Thompson, Marianne (ECN); Steinberg, David (DPW) Re: SOTF - rescheduling GBD hearing

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl: I'm now in my SF office with my files at hand.

I was most recently scheduled to appear before the SOTF Complaint Committee on February 18, 2020 but SOTF cancelled that meeting. So you are now seeking to reschedule that meeting, as I understand it.

I prepared and sent to SOTF the statement I had expected to make on February 18, so It looks like you've got what you need. Please let me know if I can provide more info.

It would be helpful if the Committee would require City employees from Public Works and OEWD who are knowledgable about GBD programs to appear rather than custodians of records who are - by their own admissions - not familiar with the details of these programs.

Please let me know when you plan to schedule the next hearing.

Thanks, as always.

John Hooper

On Sep 21, 2020, at 12:18 PM, SOTF, (BOS) <sotf@sfgov.org> wrote:

Mr. Hooper: Attached are the materials you submitted to me at the January Sunshine Ordinance Task Force hearing. Are these the only materials you wish to submit or do you have other documents? I would like to schedule your file nos. 19061 and 19062 to be heard by the SOTF Complaint Committee. The decision of the SOTF is below. Please respond. Thank you.

January 21, 2020 SOTF hearing, SOTF referred the matter back to the Complaint Committee and have new materials provided to SOTF be included in the file for review to determine which documents are applicable to which respondent and provide a recommendation to the SOTF.

Cheryl Leger Assistant Clerk, Board of Supervisors <u>Cheryl,Leger@sfgov.org</u> Tel: 415-554-7724 Fax: 415-554-5163 www.sfbos.org

<image009.png>

Click here to complete a Board of Supervisors Customer Service Satisfaction form.

The <u>Legislative Research Center</u> provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

> Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

From: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> Sent: Monday, September 21, 2020_10:56 AM To: Steinberg, David (DPW) <david.steinberg@sfdpw.org>; SOTF, (BOS) <sotf@sfgov.org> Cc: Heckel, Hank (MYR) <hank.heckel@sfgov.org> Subject: RE: SOTF - file nos. 19061 and 19062

Good Morning Cheryl,

I read the document that was sent, and I sincerely do not understand it. I do not see the need to proceed forward.

Μ.

<image003.png>

From: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> Sent: Wednesday, September 16, 2020 5:20 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: RE: SOTF - file nos. 19061 and 19062

Thanks, Cheryl.

-d.

<image005.jpg> David A. Steinberg Custodian of Records & Executive Assistant to the Director San Francisco Public Works | City and County of San Francisco 49 South Van Ness Avenue, Suite 1647 | San Francisco, CA 94103 | (628) 271-2888 <u>sfpublicworks.org</u> <u>twitter.com/sfpublicworks</u>

For public records requests, please go to sfpublicworks.org/records.

Note: The new contact information above is effective July 6, 2020.

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Sent: Wednesday, September 16, 2020 2:34 PM To: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: RE: SOTF - file nos. 19061 and 19062

Hello Marianne and David: Attached are the materials submitted by Mr. Hooper at the January 21, 2020 SOTF hearing. Let me know if you need anything further. I will be at the office tomorrow if you need me to get other records to you.

Cheryl Leger 415-425-6918 – my cell

From: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> Sent: Tuesday, September 15, 2020 3:12 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: RE: SOTF - file nos. 19061 and 19062

Hi Cheryl,

I don't see the additional records that Mr. Hooper provided at the in-person meeting as part of the minutes you provided. My notes from previous emails show that you said you had them in your office and you would send us copies when the stay-at-home order was lifted. Do you have access to them? The whole reason to schedule the committee meeting was to consider these new records, so there isn't much point holding a meeting until we have copies.

Thanks much and stay safe. -d.

<image006.jpg>
David A. Steinberg
Custodian of Records & Executive Assistant to the Director
San Francisco Public Works | City and County of San Francisco
49 South Van Ness Avenue, Suite 1647 | San Francisco, CA 94103 | (628) 271-2888
sfpublicworks.org - twitter.com/sfpublicworks

For public records requests, please go to sfpublicworks.org/records.

Note: The new contact information above is effective July 6, 2020.

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Sent: Tuesday, September 15, 2020 2:11 PM To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> Subject: SOTF - file nos. 19061 and 19062 Hello Marianne and David: Attached are the minutes from the January 21, 2020, Sunshine Ordinance Task Force hearing. Reflected in the minutes is the inclusion of records that were provided to Mr. Hooper. I would like to schedule these two matters to be heard next month before the Complaint Committee. Please review the minutes and let me know if you need anything further from me or if (need to do something. Thank you.

Cheryl Leger Assistant Clerk, Board of Supervisors <u>Cheryl Leger@sfgov.org</u> Tel: 415-554-7724 Fax: 415-554-5163 <u>www.sfbos.org</u>

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Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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<hooper.pdf>

Leger, Cheryl (BOS)

From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Saturday, September 26, 2020 8:18 AM
То:	SOTF, (BOS)
Subject:	SF Parks Alliance: Report details alleged pay-to-play scheme - Mission Local

This message is from outside the City email system. Do not open links or attachments from untrusted sources,

Dear Cheryl:

Please include the Mission Local

Article referenced below as part of the record of files # 19061 and 19062 so SOTF members will be able to read it prior to my next scheduled testimony.

Please acknowledge receipt of this information.

John Hooper

Begin forwarded message:

From: john osborn <peninsularoad@icloud.com> Date: September 26, 2020 at 7:52:00 AM PDT To: John Jock Hooper <hooparb@aol.com> Subject: 'Friends of' Nuru: Report details alleged pay-to-play scheme - Mission Local

Did you see this? The Parks Alliance is a criminal organization. xo John

https://missionlocal.org/2020/09/friends-of-mohammed-nuru-report-details-allegedpay-to-play-scheme/

'Friends of' Nuru: Report details alleged pay-to-play scheme

The San Francisco Controller's Office on Thursday recommended a slew of measures to prevent city departments from engaging in "payto-play" schemes through "non-city" entities — schemes that Mohammed Nuru, the embattled former Public Works boss and accused federal criminal, allegedly mastered.

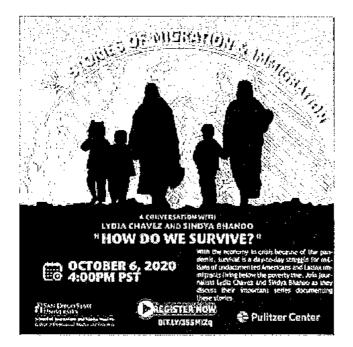
In a detailed assessment released Thursday, the Controller homed in on the <u>San Francisco Parks Alliance</u>, a nonprofit that makes

P1085

improvements to parks and other public areas in the city, which allegedly became a conduit for Nuru to funnel payments to his cohorts.

Nuru allegedly solicited donations from contractors and permitseekers for the Parks Alliance and that money went into accounts there, over which Nuru had wide discretion. The money in the accounts totaled \$990,830 over a four-and-a-half-year period. Nuru allegedly used it to direct the donated money to vendors.

Those vendors include <u>restaurateur Nick Boyis</u> and permit expediter Walter Wong, both of whom have pleaded guilty to charges of conspiracy and fraud.



A major recipient of the money was SDL Merchandising which, according to the Controller, was owned by a former Public Works employee, who worked for Nuru at the time, and who the Controller did not name. Other funds from Nuru's account at the Parks Alliance were used to reimburse Public Works employees for "staff appreciation" parties.

"Mohammed Nuru and others would direct staff to procure goods and services for staff appreciation, volunteer programs, merchandise, community support, and events from specific vendors, circumventing city purchasing controls," the Controller wrote in its report. "These purchases would then be reimbursed through Public Works subaccounts held by the Parks Alliance, a non-city organization, again outside of city purchasing rules."

"Mr. Nuru solicited funds for these purchases from interested parties, including businesses that had contracts with the department or city building permits," the report added. "The gifts, which were not accepted or disclosed by the City, create a perceived "pay-to-play" relationship."

The review further found that the money directed to some of these vendors was not properly accounted for. In the case of SDL Merchandising, "multiple payments totaling \$164,885 were made to SDL Merchandising for various shirts, caps, and merchandise" over roughly three years, the report says. "No quantities are documented."

In other words, it's unclear if the shirts, caps and merchandise were ever received.

Through its audit, the Controller zeroed in on so-called "friends of" organizations, non-profit entities that support city departments through charitable donations. The accounts are unregulated by the city and can be "unscrupulously exploited by city officials," as in the case of the San Francisco Parks Alliance.

In theory, any "interested party," such as someone holding a city contract, could make a donation to one of these organizations at the urging of a department head in exchange for preferential treatment.

Any unregulated account or "friends of" organization without formal agreements and oversight by the city can create "the opportunity for unethical steering of purchases to occur," the report says.

The Controller noted that the Parks Alliance said it was not aware of Nuru's manipulation and had attempted to formalize its relationship with Public Works in 2019 but was ignored.

The Controller made 10 recommendations to create more transparency so they can't be exploited. These include formalizing a department's relationship with "friends of" organizations through written agreements, prohibiting anonymous donations, and prohibiting non-elected department heads from soliciting donations from

P1087

"interested parties," such as contractors and people seeking permits. The Controller recommends clearly defining what an "interested party" is.

Following its release on Thursday, city leaders seized on the report, denouncing the gaps that led to the alleged corruption and promised to take action.

Mayor London Breed issued an "executive directive" requiring department heads to report any money directed to such nonprofits and requiring formalized relationships between such organizations and departments. The directive also asked departments to "ensure compliance" with the city's rules for reporting gifts.

"These 'Friends of' organizations provide important philanthropic support for our parks, our libraries, and other important civic services, but we need to ensure that this support is not tainted with any perception or risk of 'pay to play' politics," Breed said.

Moreover, Supervisor Matt Haney said he would introduce legislation at Tuesday's Board of Supervisors meeting. Following the Controller's first recommendation, the legislation would "prohibit department heads, who are very close to control of contracting decisions, from asking any person or party doing business with or seeking to do business with their department for donations at the Department head's behest."

Haney denounced what could happen without the proper controls.

"This loophole creates a situation where contractors can access business with the city or receive preferential treatment because of donations given, rather than work that has been done," he said in a statement Thursday afternoon. "This is a massive disservice to the residents of San Francisco and a blatant violation of the public trust."

Leger, Cheryl (BOS)

From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Sunday, September 27, 2020 8:06 AM
То:	SOTF, (BOS)
Subject:	Fwd: City Hall scandal: Nuru used 'unethical' practice to solicit funds for department, controller says - SFChronicle.com

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Please add this Chronicle article to SOTF files 19061 and 19062.

Thanks.

John Hooper

Begin forwarded message:

From: Carol Glanville <cg2906@earthlink.net> Date: September 26, 2020 at 3:51:37 PM PDT To: hooparb@aol.com Subject: City Hall scandal: Nuru used 'unethical' practice to solicit funds for department, controller says - SFChronicle.com

This is better! Carol https://www.sfchronicle.com/politics/article/City-Hall-scandal-Nuru-used-unethical-15597464.php

Sent from my iPad



Disgraced former Public Works Director Mohammed Nuru allegedly solicited donations from private sources and directed them toward a nonprofit that financially supported his department, according to a new report by the City Controller. (AP Photo/Jeff Chiu, File) Photo: Jeff Chiu / Associated Press

Disgraced former Public Works Director Mohammed Nuru allegedly solicited donations from private sources and directed them toward a nonprofit that financially supported his department, according to a new report by the city controller. The concern is that the arrangement allowed Nuru to quietly work

San Francisco Chronicle

Wildfires Voter Guide Virus Local Food Election Sporting Green Biz+Tech Culture Dat community events. Since these arrangements have little public oversight, Controller Ben Rosenfield said, it creates an opportunity for "unethical steering of purchases to occur."

Such is the latest revelation in a sweeping corruption investigation led by the city attorney, which is largely focused on San Francisco City Hall. The investigation first came to light in January, when Nuru was charged over an alleged scheme to bribe an airport commissioner in exchange for approving a lease at San Francisco International Airport. Since the initial charge against Nuru, the investigation has expanded to include others in City Hall and the private sector.

The sweeping investigation has put a spotlight on a "pay-to-play" culture in San Francisco City Hall, where critics say personal relationships and loyalties are rewarded and help cover up political corruption. Critics of the long-standing culture of the so-called "city family" say the scandal puts a massive stain on City Hall, and undermines the public's confidence in their elected officials. San Francisco Chronicle

Wildfires Voter Guide Virus Local Food Election Sporting Green Biz+Tech Culture Dat

But the report focused on how Nuru allegedly used one such nonprofit, the San Francisco Parks Alliance, to circumvent the city's purchasing controls and then direct funding to vendors of his choice. Their relationship with the Department of Public Works was unique in that there is no public oversight on the account.

The vendors who benefited from the donations, according to the report, include restaurateur Nick Bovis and permit consultant Walter Wong, both of whom have also been charged by the FBI for corruption and have pleaded guilty to conspiracy and fraud.

This is an issue, the report says, because donations that would end up benefiting the Department of Public Works were never publicly disclosed. That created "a perceived 'pay-to-play' relationship" between Nuru and those who donated, the report said.

"While philanthropic organizations provide tangible benefits to all of our residents, abuses in these relationships undermine the important role they play," Rosenfield said. "When gifts are solicited from those that do business with the City, it creates a risk to fair and transparent public processes."

According to the report, City Administrator Naomi Kelly allegedly knew about at least one instance when Nuru solicited funds from companies with business or regulatory decisions before the Department of Public Works. Those funds were donated to the Parks Alliance and then used to host a 2019 holiday party "and other employee appreciation events that benefited those in the department."

Bill Barnes, a spokesman for the city administrator, said Kelly was "not aware" of the individual organizations that were being solicited by Nuru. But she was aware "that the event was paid for by private funds."

3 of 7



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The Parks Alliance also said in the report that it did not profit from the relationship with Public Works.

According to the report, the Parks Alliance made 960 payments totaling nearly \$1 million to support Public Works activities between July 1, 2015 through Jan. 17, 2020. Those funds were largely spent at the direction of Nuru on events for his staff, merchandise and volunteer programs, according to the report.

The excessive use of the reimbursements causes the "city to lose financial control over these transactions," the report said.

San Francisco Chronicle

The Parks Alliance works with or provides money to 200 groups and city agencies to support "citywide open space and park infrastructure."

The Parks Alliance said it reached out to Nuru in 2019 to formalize its relationship through a memorandum of understanding, "though this effort was ignored," according to the report.

Immediately after the report was released, Mayor London Breed issued an executive order to "strengthen transparency and accountability" between departments and such nonprofits.

Among other new rules, Breed's order requires all department heads follow rules around payments made for legislative, governmental or charitable purpose, at the request of the public officials. Such rules do not currently apply to department heads.

"These 'friends of' organizations provide important philanthropic support for our parks, our libraries, and other important civic services, but we need to ensure that this support is not tainted with any perception or risk of 'pay to play' politics," Breed said in a statement.

Supervisor Matt Haney, who has long sparred with the Department of Public Works over the city's filthy streets, said he will introduce legislation next week that would go even further than Breed's order and prohibit department heads and some employees from soliciting donations for such organizations.

The report also comes as voters are set to vote on Proposition B, a ballot measure written by Haney, which would split the Department of Public Works into two departments. It would separate the Public Works' street cleaning, sidewalk

P1094

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"This report detailing flagrantly inappropriate behavior by the Department of Public Works also underscores the need to pass Prop. B in November, and implement effective oversight at a Department that is clearly out of control," he said.

Trisha Thadani is a San Francisco Chronicle staff writer. Email: tthadani@sfchronicle.com Twitter: @TrishaThadan

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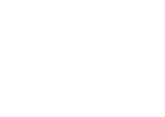
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Leger, Cheryl (BOS)

From:JOHN HOOPER <hooparb@aol.com>Sent:Friday, October 9, 2020 9:32 AMTo:SOTF, (BOS)Subject:Please add to SOTF files #19061 and 19062 :Recology was the major donor to
Mohammed Nuru's nonprofit slush fund

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Hi Cheryl: please make sure this information is available to the members of the SOTF prior to my next scheduled testimony. Thanks! John

Subject: Garbage time: Recology was the major donor to Mohammed Nuru's nonprofit slush fund

"But the real shocker — and a potential window into where investigators may well be going with all this — came <u>three pages earlier</u>. It's the breakdown of the sources of the money siphoned into the funds Nuru controlled at the Parks Alliance. And, wouldn't you know it, 88 percent of the money comes from just two sources: \$131,948 from Recology and \$721,250 from the San Francisco Clean City Coalition, a nonprofit.

But wait: In the footnotes, it reveals that, during the five-year window of this probe, Recology — which has enjoyed a <u>city charter-enshrined monopoly to haul San Francisco's waste since 1932</u> — gave \$630,000 to Clean City. In fact, in 2019 alone, Recology donated \$180,000 to Clean City, which then turned around and paid \$171,000 to the Parks Alliance.

So, Recology is a huge source of the money that trickled into Public Works' subaccounts with the Parks Alliance. And Public Works is pivotal in setting Recology's citywide rates.

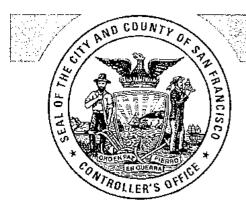
Because, coincidentally or not, during the five years analyzed in the controller's probe — during which Recology was funneling money into Nuru's preferred subaccount — the amount *you* pay for Recology's services went up some 20 percent.

With the staunch backing of Mohammed Nuru."

https://missionlocal.org/2020/10/nuru-recology-parks-alliance-clean-city/

Public Integrity Review Preliminary Assessment:

Gifts to Departments Through Non-(Organizations Lack Transparency and C "Pay-to-Play" Risk



Office of the Controller

CITITY & CONUNTRY OF SAINT FRANKERSICO

Septem



Assessment Summary

This preliminary assessment report summarizes gifts and support benefitti departments from city contractors and building permit applicants and hole through **non-city organizations**, including *Friends of* **organizations**, and on San Francisco Parks Alliance (the Parks Alliance), a nonprofit organizatic relationship with San Francisco Public Works (Public Works), a city departn assessment is the second in the series, is offered for public comment and and may be revised in the future as our work continues. Additional review: internal control processes will be released as our Public Integrity Review p

Inappropriate fundraising and directed spending. Mohammed Nu others would direct staff to procure goods and services for staff appr-volunteer programs, merchandise, community support, and events frispecific vendors, circumventing city purchasing controls. These purch would then be reimbursed through Public Works subaccounts held by Parks Alliance, a non-city organization, again outside of city purchasir Mr. Nuru solicited funds for these purchases from interested parties, i businesses that had contracts with the department or city building pe The gifts, which were not accepted or disclosed by the City, create a g "pay-to-play" relationship.

Assessment Summary (continued)

This assessment offers recommendations to reduce these risks:

- The City should prohibit non-elected department heads and emp from soliciting donations from those they regulate or do busines: ("interested parties"), unless specifically authorized by the Board Supervisors. Given the reliance of some functions on philanthropy, so the City's museums and parks, exceptions to this prohibition would be narrowly approved by the Board to permit fundraising by specific em for specific public purposes. Authorized fundraising should be publicl reported using existing procedures that apply to elected officials but currently apply to other city officers and employees.
- The City needs to improve compliance with restrictions on and re requirements for acceptance of gifts from outside sources. The Ci laws requiring acceptance and reporting of gifts for public purposes, adherence to these laws is not uniform. Policies and procedures shou reviewed and strengthened, including establishment of clearer proced definitions, improved public reporting and transparency, and periodic of these processes.



Assessment Summary (continued)

- Donors of all gifts accepted by the City should be disclosed, and consistent with existing law, anonymous donations should be pro To avoid the real and perceived risk of facilitating "pay-to-play" relationary donations that will be used to benefit a city department or city ended by the publicly reported in a manner that permits public transpare accepting anonymous donations, which are prohibited by the City's S Ordinance, the City runs the risk of taking payments from donors with interest.
- The City should amend practices and procedures to reduce the in to use outside gifts to support staff appreciation. Although our refound instances of gifts received being spent through seemingly inap processes, they appeared to generally be for legitimate public purpos including staff appreciation and celebration of team accomplishment could reduce risks arising from use of gifts for staff appreciation by m clearly defining the permissible uses of public funds for these purpos removing administrative barriers that make such uses impractical, and appropriating funds for these purposes.



Background on the Public Integrity Investigation

The City Attorney's Office (City Attorney) is leading the investigation into alle wrongdoing by city employees outlined in criminal charges brought by the L Attorney's Office against Mohammed Nuru, former director of Public Works; Bovis, owner of Lefty's Grill and Buffet at Fisherman's Wharf and other restau Sandra Zuniga, former director of the Mayor's Office of Neighborhood Servi Florence Kong, former member of the Immigrant Rights Commission; Balmo Hernandez, chief executive of engineering firm AzulWorks, Inc., a company v city contracts; and Wing Lok "Walter" Wong, permit expediter and owner of entities that do business with the City.

Mr. Bovis and Mr. Wong have pled guilty to schemes to defraud the City usir and kickbacks. Mr. Wong admitted to conspiring with Mr. Nuru and other un city officials since 2004. Both are now cooperating with the ongoing federal investigation.

The City Attorney has focused its investigation on misconduct by current and city employees and any remedies for specific decisions or contracts tainted k of interest or other legal or policy violations. On July 14, 2020, the City Attorn moved to debar AzulWorks, Inc., from contracting with the City for five years maximum duration allowed under the law.



The Criminal Complaint Against Nuru and Bovis

The FBI affidavit in support of the criminal complaint alleges that Mr. Nu Mr. Bovis tried to bribe a member of the San Francisco Airport Commiss exchange for assistance in obtaining a city lease at San Francisco Interna Airport for a company of Mr. Bovis. The complaint details the relationshi between Mr. Nuru and Mr. Bovis, including a recorded conversation in w discussed a voucher deal that allowed **Public Works employees to rec meals from one of Mr. Bovis's restaurants**, the cost of which was then **reimbursed to Mr. Bovis's company with Public Works funds.***

Further, according to the complaint, in another recorded conversation N stated that, in exchange for Mr. Nuru's assistance in steering one or mor contracts to Mr. Bovis, Mr. Bovis (or others at his direction, presumably) make **donations to nonprofit organizations of a city official's choice**.

* It appears that these reimbursements were made through the *Friends of* account's subaccounts associated Works held by the Parks Alliance.



Non-City Organizations

Some **nonprofit or third-party (non-city) organizations** provide financia programmatic support to a city department or group of departments to ir delivery of government services, meet philanthropic goals, support the tra development of city employees, or provide other support services to the department(s).

On February 7, 2020, the Controller requested all 56 city departments to p information about accounts for non-city organizations supporting them. Departments responded, and based on the responses received:

- 33 departments report non-city organizations with 588 accounts or subaccounts associated with them.
- 23 departments report no non-city organizations associated with th

The **588** reported accounts or subaccounts for non-city organizations asso with one or more city departments include fiscal agents, fiscal sponsors, tr agent accounts, contracts, grants, foundations, funds, *friends of* organizatio others. Many of these accounts are not actually with non-city organization they are subject to city processes, are reported in the financial system, and receive gifts that are ultimately spent on the City.



Friends of Organizations

Friends of organizations are generally distinguished by the fact that they intended to financially support the department with which they are asso and charitable donations are their primary revenue source, and thus are the City. For example, the description of one *Friends of* organization stat created upon, "realizing that the city budget had no discretionary funds training, education, special projects and small programs..."

The next section focuses on *Friends of* organizations identified through the Controller's survey. **Recommendations determined by this analysis of** *of* organizations should be applied to non-city organizations that of a comparable manner.



Friends of Organizations Reported by Departments

Listed below are *Friends of* organizations and their reported use, the amount funding received, and whether donors are publicly reported

<i>Friends of</i> Organization	Department or Commission	Publicly	C Reported Purpose & Use
San Francisco Aeronautical Society	Airport	No	Preserve and share history of commercial aviation to enrich the public experience at the Airport
Friends of Animal Care & Control	Animal Care & Control	No	Support department programs and services
Friends of the Arts Commission	Arts Commission	Yes ²	Support restoration of civic art collection and arts education initiatives, host annual awards events
Friends of SF Environment	Environment	No	Staff development and training, community engagement events
Friends of the Film Commission	Film Commission	No	Support Film SF to increase and facilitate opportunities for production
Friends of City Planning	Planning	No	Various projects

¹City funding may not be directly for or associated with role as a *Friends of* organization.

² Anonymous donors reported, sometimes as funds or matching gifts.

Contini

Friends of Organizations Reported by Departments

<i>Friends of .</i> Organization	Department or Gommission	Donors Publicly Reported?	Reported Purpose & Use	Gi Lilv
Friends of the Port	Port	Yes ²	Promote civic events on San Francisco Bay waterfront	
San Francisco Public Health Foundation	Public Health	No	Support administrative and support services for various programs	\$
San Francisco General Hospital Foundation		Yes ²	Support initiatives including research, education, and care	
Friends of Laguna Honda		No	Support programs that spark joy and connection to the community and engage residents' interests	
Friends of the SF Public Library	Public Library	Yes ²	Support department programs and services	
Friends of the Cable Car Museum	SFMTA	No	Preserve cable car history	
Friends of the Urban Forest	SFPUC	Yes ²	Support programs that plant and care for the City's ideal urban forest	\$

¹City funding may not be directly for or associated with role as a *Friends of* organization. ² Anonymous donors reported, sometimes as funds or matching gifts.

Continue

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Friends of Organizations Reported by Departments

<i>Friends of</i> Organization	Department or Commission	Donors Publicly Reported?	C Reported Purpose & Use July
San Francisco Parks Alliance	Public Works	Yes ²	Support department projects and frequency for the support department projects and frequency freq
Amance	Recreation and Park	Yes ²	events, recreation programs, and staff appreciation programs
Randall Museum Friends	Recreation and Park	No	Support Randall Museum
Friends of Camp Mather		No	Promote, enhance, protect, and support aspects of Camp Mather
Friends of Sharon Arts Studio		No	Promote artistic development, crafts- manship, and creative expression
Friends of the Commission on the Status of Women	Status of Women	No	Support programs that ensure equal treatment of women and girls
San Francisco Performing Arts Center Foundation	War Memorial	No	Contribute to and assist in the operation, maintenance, and rehabilitation of War Memorial and Performing Arts Center buildings

¹City funding may not be directly for or associated with role as a *Friends of* organization. ² Anonymous donors reported, sometimes as funds or matching gifts.



Anonymous Donations

If funds will be spent for city purposes, non-city organizations that either do not preport donations or do so but allow anonymous donations violate the disclosure requirement of the City's Sunshine Ordinance and prevent the detection of any fir interest anonymous donors may have with the City. By accepting anonymous dor City runs the risk of receiving payments from those it regulates, which is prohibite Sunshine Ordinance.

The Sunshine Ordinance, Section 67.29-6, states that no "official or employee or a the City shall accept, allow to be collected, or direct or influence the spending of, money, or any goods or services worth more than one hundred dollars in aggreg purpose of carrying out or assisting any City function unless the amount and sou such funds is disclosed . . ." City departments must disclose donor names and wh donor has a financial interest with the City. According to the City Attorney, a finar interest is any contract, grant, lease, or request for license, permit, or other entitle or pending before the City. Changes to this section of the Sunshine Ordinance recapproval.

Preliminary Finding

If non-city organizations receive donations that will be used to benefit the City, th comply with the donation disclosure requirements of the City's Sunshine Ordinan the Sunshine Ordinance should define "financial interest."



Public Works and the Parks Alliance

The next section focuses on the Parks Alliance subaccounts for Public W Although 33 city departments report having relationships with non-city organizations, we focus here on the relationship between Public Works a Parks Alliance because of the criminal investigation of Mohammed Nuru the former Public Works director, allegedly solicited donations from privcompanies or individuals, directed these donations to the Parks Alliance subaccounts for Public Works, and influenced procurement decisions frc subaccounts.

The Parks Alliance states it did not know that its fiscal agency was being unscrupulously by city officials. The Parks Alliance also states that it did r from the relationship with Public Works and had reached out to Mr. Nur to formalize its relationship with the department through a memorandu understanding, though this effort was ignored.



The Parks Alliance

The Parks Alliance is a 501(c)(3) nonprofit organization that works with or s fiscal sponsor for 200 groups and city agencies, allowing them to seek gra solicit tax-deductible donations under its tax-exempt status. In addition to Works, the Parks Alliance partners with the Office of the City Administrator Economic and Workforce Development, Office of the Mayor, Port of San Fi Recreation and Park Department, and San Francisco Planning (the Plannin Department) to support citywide open space and park infrastructure.

According to its website and annual reports, the Parks Alliance addresses i affecting not just parks, but also public spaces such as plazas, parklets, stai medians, and alleys. In 2018 it worked with its partners to complete over 2 projects, engage over 100,000 residents in park programming, and help ra \$20 million for essential capital projects. In 2019 it brought thousands of p together for sing-alongs at movies in parks, transformed abandoned alley: welcoming pedestrian thoroughfares, and built over 20 miles of park trails.

The Parks Alliance regularly posts its annual report and audit reports on its According to its 2019 audit report, the Parks Alliance received grants and contributions of \$18.9 million and spent \$17.7 million.



The Public Works Subaccounts at the Parks Alliance Operate Like a City Account Without City Oversigh[®]

Preliminary Finding

The Public Works subaccounts at the Parks Alliance operate like a city account invoices were directed and approved by Public Works employees and by both Public Works and the Parks Alliance, although all outside of the Ci procurement and financial system. Because the subaccounts operate out the City's purview, they are not subject to the same review and contro would otherwise occur to comply with the City's accounting and procupicies and procedures.

This arrangement created the opportunity for unethical steering of purcha occur. According to Public Works staff, Mr. Nuru directed some of the purc made from the account. According to Public Works, this direction, consiste the **tone at the top** when Mr. Nuru was the director, and the fact that othe departments have accounts with non-city organizations that are not regul caused staff not to question the way the Public Works subaccounts at the Alliance functioned.



Differences in Controls Over Friends of Organization

Contrary to the lack of controls over the Public Works subaccounts at the 1 Alliance, the Parks Alliance, in its relationship with Recreation and Park, and Friends of the San Francisco Public Library, whose mission is to strengthen and advocate for a premier public library system, have policies, processes, reporting requirements that give the City and the public a view into the ac and promote confidence that their expenditures will be legitimate.

Policy, Process, or Reporting	San Francisco Parks Alliance Francisco Publ			
Requirement Involving the City	Public Works	Recreation and Park	Public Lit	
Memorandum of Understanding Defining Its Relationship With City	No	Yes*	Yes	
Gift Reporting to Board of Supervisors, Including Formal Process for Accept and Expend	No	Yes	Yes	
Existing Agreement to Comply With San Francisco Sunshine Ordinance, Section 67.29-6	No	No	Yes	

* Recreation and Park and the Parks Alliance set up memorandums of understanding for individual projects



Friends of the San Francisco Public Library

All non-city organizations should comply with the Sunshine Ordinance, : 67.29-6, which states that if the funds are provided or managed by an e an individual, that entity must agree in writing to abide by the ordinance shown on the preceding slide, the Public Library has a memorandum of understanding with the Friends of the San Francisco Public Library that of the organization's roles and allowable practices, contains an audit clause establishes requirements for it to adhere to the City's Administrative Coor respect to the acceptance of gifts. Consistent with this agreement, the P Library:

- Annually accepts and expends funds as part of its budget process t the Board of Supervisors' approval for cash or in-kind goods or ser worth over \$100,000 from Friends of the San Francisco Public Librar direct support of the department's programs and services in the up fiscal year (Administrative Code, Sec. 10.100-87, Library Gift Func
- Discloses all gifts over \$100 on its website and, since fiscal year 2019 discloses donors with active contracts (Sunshine Ordinance, Sec. 6



Legal Requirements for Gifts to the City

City departments may have special funds with authorized sources and u Administrative Code Sec. 10.100 that they can use to accept and expend Regardless of the fund to which gifts are directed, all departments must with the following reporting and disclosure requirements.

The Administrative Code, Section 10.100-305 (San Francisco Gift Fun requires city departments, boards, and commissions to report all gifts of goods to the Controller, obtain the Board of Supervisors' approval, by refor acceptance and expenditure of any gift of cash or goods with a mark greater than \$10,000, and annually report gifts received, detailing the dc names, nature or amount of the gifts, and their disposition.

The Sunshine Ordinance, Section 67.29-6 (Sources of Outside Fundir requires disclosure of the true source of any money, goods, or services r worth more than \$100 in aggregate. Disclosure must be on the receiving department's website and must include donor names and any financial i donor has with the City. Last, if the funds are provided or managed by a not an individual, that entity must agree in writing to abide by the ordin



Impose Gift Requirements for Non-City Organizatic

Preliminary Finding

Because the City does not consistently impose gift requirements for non organizations, a lack of transparency and inconsistent practices exist am Public Works and the Parks Alliance, and potentially among the 33 other departments and non-city organizations. To the extent that non-city organ receive gifts that will be spent on city departments, they should comply with requirements. City departments should formalize their relationships with any organization with which they interact through a memorandum of understance is posted on the department's website and that:

- Requires the organization to adhere to the City's Administrative Code, inclu-Section 10.100-305, and any other section that applies to the department.
- States the organization agrees to comply with the City's Sunshine Ordinance 67.29-6, and will file required reports with the Board of Supervisors and Cor
- Includes clearly defined roles and expenditure requirements and prohibition
- Has a clause granting the Controller audit authority and access to the organ records.
- A requirement to report donations, including grants, on the organization's v
- Regular public reporting on these funds to occur not less than annually, at t or payee recipient level, and posted on the recipient department's website.



Data for the Public Works Subaccounts at the Parks Alliance

The assessment reviewed both the Public Works log for its subaccounts Parks Alliance (the Public Works log) and the Parks Alliance's data about Public Works subaccounts. During July 1, 2015, through January 17, 2020 review period) contributions and payments recorded in the **Public Worl were higher by \$26,705 and \$13,391, respectively**. In the two data set: percent of line items agree.

Some significant disparities between the two datasets include:

- Public Works log shows donations of \$42,750 by SF Clean City Coal \$12,083 by PG&E that Parks Alliance data does not.
- Parks Alliance data shows a city grant of \$22,925 that the Public We does not.
- Variances in recorded individual payment amounts range from nine \$7,429 and are spread among 27 vendors or individuals.



Data for the Public Works Subaccounts at the Parks Alliance (continued)

Preliminary Finding

Public Works does not properly oversee the Parks Alliance subaccount Departments should work with their non-city organizations to ensure func organizations are managed appropriately. Because the funds the Parks Alli raised were to be spent on the department, Public Works should have an and timely understanding of all contributions to and payments from the organizations. Although Public Works received data from the Parks Allianc the department then turned into its log, Public Works did not maintain communication to ensure its documentation of contributions and paymen with the Parks Alliance's records. According to Public Works, unclear and it recordkeeping was largely due to the tone at the top, as Mohammed Nun give staff clear direction or guidelines and did not define roles or responsi managing these subaccounts.

For the remainder of the assessment, **the team focused on the Public W** because its data is nearly the same as the Parks Alliance financial data. In f contains more information—and was available for Mr. Nuru to review.



Four Parks Alliance Subaccounts Relate to Public W

The Public Works log for July 1, 2015, through January 17, 2020, shows following Public Works subaccounts at the Parks Alliance. (To put the tot in context, a Parks Alliance 2019 audit report shows the organization in <u>c</u> received grants and contributions of \$18.9 million and spent \$17.7 millio

······································	Total	\$990,830
	Three subaccounts no longer in use*	· · · · · · · · · · · · · · · · · · ·
Fix-lt Team (8424)	For community outreach and to fix quick, actionable problems in the City	2,000
DPW Giant Sweep (8423)	Payments and reimbursements related to the Giant Sweep campaign	390,500
DPW Clean Team (8421)	Payments and reimbursements for monthly Clean Team events	198,114
DPW Special Projects (8420)	Payments and reimbursements for staff appreciation	\$400,216
Subaccount	Reported Description & Uses	

* Three subaccounts had no expenditures after fiscal year 2018-19: DPW Maintenance (8419), DPW Street Pa and American Community Gardening Association Conference (8422). Source: Public Works log and Public Works



Much of the Spending From the Parks Alliance's Pu Works Subaccounts Was for Employee Events

For the review period, the Public Works subaccounts at the Parks Allianc largely used to pay for staff appreciation, department initiatives with vol and merchandise, generally at Public Works' direction.

Expense Type	Ar
Employee events, appreciation, and training, including holiday parties, picnics, meals, awards, conferences, and Bay to Breakers participation	
Purchases for volunteer programs and campaigns, such as Arbor Day, Love Our City, Community Clean Team, and Giant Sweep	
Merchandise, including shirts, hats, tote bags, key tags, and pins	
Community support or events for neighborhoods or community groups	
Employee attendance at community events, such as luncheons and galas for community organizations	
Other miscellaneous or vague reimbursements	
Tota	1 9
Source: Public Works log	·····



The Public Works Log Lacks Detail

We could not identify the purpose of some expenditures from the Public \ (which matched the Parks Alliance financial data) due to insufficient detail records to justify the cost.

- Example 1: From April 2016 through May 2019, multiple payments totaling \$164,885 were made to SDL Merchandising for various shirts, cap merchandise. No quantities are documented.
- Example 2: On April 27, 2018, two payments totaling \$27,316 were made to : Up Catering. No detail, including the quantity of food and/or be provided, is documented.
- Example 3: On January 31, 2016, an employee was reimbursed \$1,654. The only detail documented is "Exp. Reimbursements."
- <u>Example 4</u>: On September 13, 2015, an employee was reimbursed \$1,520. The detail documented is "Reimb." and "Special Projects."

Further, \$4,000 is recorded incorrectly because \$6,000 was deducted from department's Special Projects subaccount, with a note that it is for the Fix-subaccount (that Sandra Zuniga oversaw), yet the corresponding entry she \$2,000 added to the Fix-it subaccount. This amount is not missing from th Alliance data.



The Public Works Log Lacks Detail (continued)

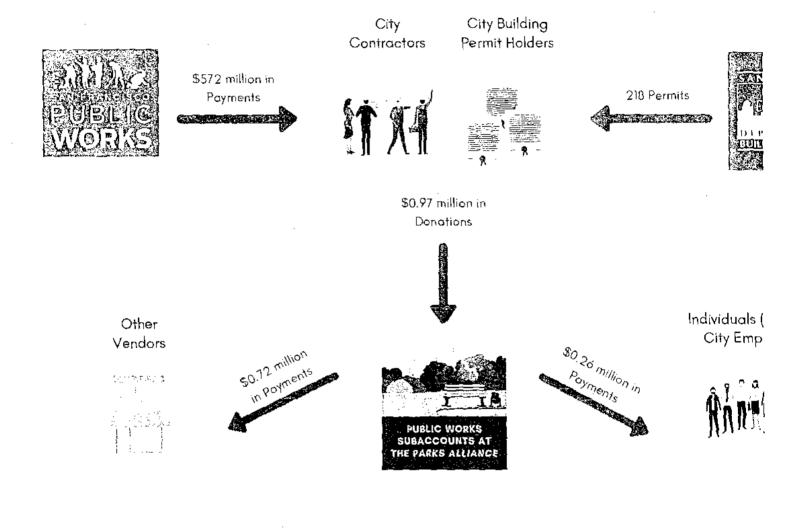
Preliminary Findings

Due to insufficient oversight and documentation, it is unclear how thousands of dollars of Parks Alliance funds were spent, making it d ascertain whether the funds were spent for legitimate and legal pur Although they agree to the Parks Alliance financial data, some transactic the Public Works log are unclear, so we cannot identify the true nature c payments or whether the products and services ordered were consisten price paid. Further, based on our review, at least \$4,000 is recorded inco the Public Works log.

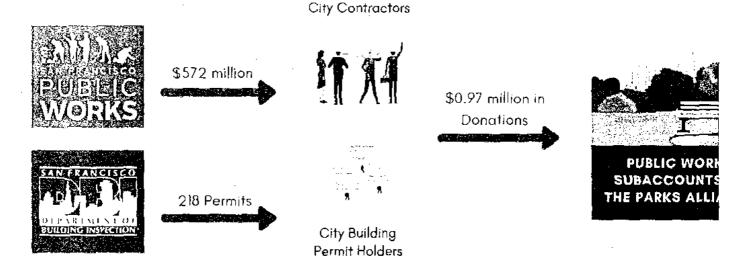
Although it did not appear that any payments were gifts, if any were, the have come from restricted sources, as some donations clearly came fror doing business with the City, which is prohibited by the City's Campaign Governmental Conduct Code, Section 3.216. Further, if any were gifts ins reimbursements, this could violate Public Works' Statement of Incompat Activities, which prohibits officers and employees from accepting any gi given in exchange for doing their city job.



The Flow of Funds Between the City and the Public Works Subaccounts at the Parks Alliance Is Comple



Donations to the Public Works Subaccounts at the Alliance Could Give the Appearance of "Pay to Play



For the review period, Public Works paid **eight** contractors a total of **\$5** million through contract purchase orders or other voucher payments, a Department of Building Inspection issued **218 building permits** to **seve** that, during this same period, donated **\$966,247** to the Public Works subaccounts at the Parks Alliance. Other donors contributed an additior \$26,583 to the Public Works subaccounts at the Parks Alliance, bringing donations to \$992,830.*

* Total donations exclude a Fix-it subaccount adjustment that reduced the amount by \$2,000.



Donations to the Public Works Subaccounts at the Park

Below are the city contractors and building permit holders that donated Parks Alliance's Public Works subaccounts during the review period.

, 	Donations N Public W Subaccou Parks Alli	orks nts at	Building) Pennilis di Minne (1) Daheilion	Public Wo Payment Contractor/ Holde	sno Pennis	Odhar D Peiyii Contra Iii
Donors	Amount	% Total	Number	Amount	% Total	Amoui
SF Clean City Coalition ¹	\$721,250	88%	0	\$3,288,175	1%	\$1,78,
Recology ¹	131,948	0070	4	5,775,113	1%	116,493
Pacific Gas & Electric	42,083	4%	8	3,236,409	1%	211,72(
Emerald Fund II LLC ²	17,000	2%	6	0	0%	22,745
Clark Construction	16,266	2%	60	247,209,740	43%	27,706
Webcor Construction	15,000	2%	45	193,766,898	34%	762,909
Laborer's Int'l Union	11,200	1%	0	273,197	0%	7,14
Pankow Construction	10,500	1%	88	118,719,636	20%	96
Airbnb	1,000	0%	7	0	0%	
Total	\$966,247		218	\$572,269,168		\$1,151,477

¹ According to the City Attorney's Public Integrity Unit, SF Clean City Coalition received \$150,000 from Recology in ea years—2015, 2017, and 2018—for Public Works' Giant Sweep program, Clean Team program, staff enrichment, and c events. In 2019 Recology donated \$180,000 for the Giant Sweep and Clean Team programs to SF Clean City Coalitio paid \$171,000 to the Parks Alliance.

² Emerald Fund II LLC, also known as Emerald Fund, Inc., includes 1045 Mission LP, Harrison Fremont Holdings LLC, 10 Associates, Hayes Van Ness Associates, Emerald Polk LLC, and EBG II LLC.

Source: Public Works log; City's financial system for contractor/permit holder payments; DataSF for permits



Donations to the Public Works Subaccounts at the Park: Alliance (continued)

Preliminary Finding

When city contractors or city building permit applicants or holders dona non-city organizations, such as those maintained by the Parks Alliance f Works, it can create a "pay-to-play" relationship. Specifically, a non-city organization can serve as an intermediary between the City and a contracto potential contractor, wherein the contractor donates money to influence (or influence) a city department to grant, extend, or augment a city contract, su or grant. Similarly, a non-city organization can also serve as an intermediary the City and a building permit applicant, wherein the applicant donates mor influence (or try to influence) the permit approval process.

Departments are not required to track or report on donors to their affiliated organizations that have contracts or permits with the department or City. He donations to non-city organizations ultimately benefit the City, departments report the donors to non-city organizations and the donor's financial interes required under the City's Sunshine Ordinance, Section 67.29-6, on both the H organization's and department's website.



Tone at the Top

"Tone at the top" refers to the ethical atmosphere that is created in the v by the organization's leadership. Failure to maintain such a workplace can result in the pressure, rationalization, and ability to carry out eth violations.

The 2019 Office of the City Administrator and Public Works holiday partillustrates this problem.

Based on information from the City Attorney's Public Integrity Unit, Mr. I solicited funds from companies with business or regulatory decisions be Public Works. These funds were then used to host the party and other e appreciation events that benefitted those in the department. **Together 1** acts create an acceptance of a gift from a "restricted source," which prohibited under city ethics laws.

Tone at the Top (continued)

Mr. Nuru personally solicited these funds and directed others in the dep to do the same. Approximately \$33,000 (or 80 percent) of the event's tomore than \$40,000 was donated by restricted sources, including Recolo-His appointing authority, the City Administrator, was aware of his solicita efforts.

The holiday party was limited to 350 attendees, including both city staff contractor representatives, leading to a total benefit per person in exces \$25 non-cash gift threshold, per Ethics Commission Regulation 3.216(b)-from Restricted Sources—Exemptions.

These donations were not approved by the Board of Supervisors, which required for contributions greater than \$10,000 per the City's Administra nor were they reported to the Controller or on the departments' website codes require.



The City Does Not Require Department Heads to Fi Behested Payments Form

"Behested payments" include **payments made for a** legislative, governmenta **charitable purpose at the** suggestion, solicitation, or **request of**, or made in cooperation, consultation, coordination, or concert with **a public official**. When a payment of \$1,000 or more is made at their behest by an "interestec certain city officials—but not department heads—must file the City's Form S 3610(b). Under these circumstances, this form must be filed by the mayor, cit district attorney, treasurer, sheriff, assessor-recorder, public defender, a mem Board of Supervisors, or any member of a board or commission who is requ Form 700 (Statement of Economic Interests), including all persons holding pelisted in the City's Campaign and Governmental Conduct Code, <u>Section 3.1-1</u>

Preliminary Finding

Because the City does not require appointed department heads to file a payment form (Form SFEC-3610(b)), they could, as Mohammed Nuru dic encourage, ask, or direct a city contractor to donate to a non-city organ that supports the department head's department and not be required to

83

Because Mohammed Nuru Did Not Have to File the Behested Payments Form, Behested Regulations Di Apply to the Parks Alliance or Its Donors for His Be

Who Must File	Définition .	Parks Alliance Se
City Official	A city officer must file Form SFEC-3610(b) when a payment of \$1,000 or more is made at his or her behest by an "interested party."	As an appointed dep head, Mr. Nuru was n to file Form SFEC-361
Donor	A donor must file Form SFEC-3620 if he or she makes a payment or series of payments in a single calendar year of \$10,000 or more at the behest of a city officer. The donor must make this disclosure only if he or she is an "interested party" in a proceeding involving the city officer who solicited the payment(s).	Because Mr. Nuru dic Form SFEC-3610(b), F was also not requirec is unclear whether the was an "interested pa is discussed on the ne
Recipient	An individual or organization must file Form SFEC-3630 if it receives a payment or series of payments in a single calendar year of \$100,000 or more that was made at the behest of any city officer.	Because no Form SFE was required or filed, SFEC-3630 was also r required.

The "Interested Party" Definition for Behested Payn Does Not Clearly Include All City Contractors

According to the Ethics Commission website, the donor is only required to fil SFEC-3620 if he or she is an "interested party," which means a person who is **participant** to administrative enforcement proceedings regarding permits, lice other entitlements for use before the official in question. A **party** is someone the application or is the subject of the proceeding, and a participant has a fir interest in the decision. State regulations specify that a license, permit, or oth entitlement includes, "all entitlements for land use, all contracts (*other than competitively bid*, *labor*, *or personal employment contracts*), and all franchises (emphasis added, Fair Political Practices Commission, Title 2, Division 6, Calife Code of Regulations, Section 84308)

Preliminary Finding

The City's definition of an interested party does not explicitly include all contracts because certain contracts are excluded under the California Government Code, Section 84308. When city contractors with any contract donate to non-city organizations, it can create a "pay-to-play" relationship. T that risk, the "interested party" definition should be expanded so that person contract types file for behested payments when applicable.



Behested Regulations Only Began in January 201

The City's Campaign and Governmental Conduct Code, Article 3, Chapte Section 3.610, Required Filing of Behested Payment Reports, and Section Filing by Donors, became effective on January 1, 2018, and were updated January 1, 2019. Section 3.630, Filing by Recipients of Major Behested Pa became effective on January 1, 2019. As such, for much of the life of the Alliance's Public Works subaccounts and Mohammed Nuru's career at Pi Works, these requirements did not exist.

If the current requirements had been in place since July 2015, if Mr. Nuru been required to file Form SFEC-3610(b), and if the donors were found t been "interested parties," the Parks Alliance and some of its donors wou had to file behested forms.



If Behested Regulations Had Been Operational and Applied to Department Heads, Further Filings May Been Required

Who Must File City Official	Definition An officer must file Form SFEC-3610(b) when a payment of \$1,000 or more is made at his or her behest by an "interested party."	Scenario if Behested Requirem Had Been Operational If Mohammed Nuru asked that the paymer and had been required to file due to the paymer the Parks Alliance, the organizations below have been required to file.	
Donor	A donor must file Form SFEC-3620 if he or she makes a payment, or series of payments in a single calendar year of \$10,000 or more at the behest of an officer. The donor must make this disclosure only if he or she is an "interested party" in a proceeding involving the officer who solicited the payment(s).	 If all payments were behested payments ar was an "interested party," a Form SFEC-362 had to be filed for payments to the Parks A SF Clean City Coalition for \$721,250 p years. Recology for \$131,948 paid over five y PG&E for \$40,000 paid over three yea 	
Recipient	An individual or organization must file Form SFEC-3630 if it receives a payment or series of payments in a single calendar year of \$100,000 or more that was made at the behest of any officer.	If all payments were behested payments by the Parks Alliance would have had to file Fe 3630 in the following calendar years for the received:2016 - \$199,5002018 - \$258,714 2017 - \$197,0002019 - \$285,200	



Improve Controls Over Solicitations and Behested Payment Reporting

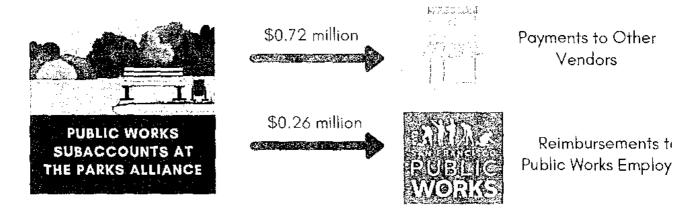
Preliminary Finding

Controls over solicitations and behested payment reporting must be i to increase transparency. This could be done by reintroducing and updat previous proposals, including:

- File No. 090795 of October 27, 2009, that would have revised the City's Car Governmental Conduct Code to **prohibit city employees and officers fron donations** to nonprofit organizations to fund city departments.
- File No. 180001 to update the Campaign and Governmental Conduct Code, 3.207(a)(4), to **prohibit city officials from soliciting behested payments** fr individuals who have business before the official.

Given the reliance of some functions on philanthropy, such as for the City's museums and parks, exceptions to this prohibition would be narrowly app the Board to permit fundraising by specific employees for specific public p Those authorized to solicit donations should be required to file Form SFEC for behested payments, and consequences for failure to report should be

Public Works Used the Parks Alliance's Public Work Subaccounts to Make Payments on Its Behalf



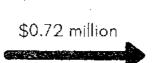
According to the Public Works log, during the review period, the Parks / made **960** payments totaling **\$978,739** to support Public Works activitie: directed by Public Works, the Parks Alliance remitted this amount as dire payments to vendors for the purchase of goods and/or services or as pato individuals, primarily city employees, who were reimbursed for costs 1 incurred. These payments were made directly from the Parks Alliance's F Works subaccount, so did not interface with and are not reflected in the financial system.

* Total payments exclude a Fix-it subaccount adjustment that increased the expenses by \$2,000.



Public Works Directed the Parks Alliance to Pay Ver







Payments to Other Vendors

In the review period, more than half—almost \$370,000—of the Parks Alliance's to vendors, totaling almost \$720,000, were to five vendors. These funds were lispent on staff appreciation and events that benefited city employees. Further, in the criminal complaint, the principals of at least two of the contractors—Lef Foundation or Ballpark Buffet and Walter Wong Construction or Alternate Chc had personal and business relationships with Mohammed Nuru.

Preliminary Finding

According to Public Works, Mohammed Nuru would direct staff to use Parks A funds to procure goods and services for events and staff appreciation purchas specific vendors, and the Parks Alliance would then reimburse those vendors. , some purchases appear to be appropriate, others may have been directed Works through these subaccounts due to favoritism and/or to avoid city procurement rules and regulations.



The Top Five Vendors Paid at Public Works' Directic

Amounts paid from the Public Works subaccounts at the Parks Alliance in the rev

Vendor Paid at Public Works' Direction	Amount Paid	% Fotal*	Analysis of Payments
SDL Merchandising	\$164,885		The vendor is owned by a former Public Works er was still employed when the payments occurred. additional employment approval, it is inappropria employees to do business with the City. Also, acc show payments were for shirts, caps, and other m created for Public Works, but lack detail of quant indicate whether payments were justified or reasc
Spice It Up Catering	108,621	15%	Payments were for catering at several annual picr Public Works events. Accounting records lack det whether payments were justified or reasonable.
W. Wong Construction & Alternate Choice, LLC	41,673		Payments were for equipment, set up, and "trash events. Accounting records lack further detail to i whether payments were justified or reasonable.
Community Youth Center	29,450	4%	Payments were mostly for sponsoring community activities at this organization's site, which appears
Lefty O'Doul's Ballpark Buffet & Lefty O'Doul's Foundation	25,327	3%	Payments were for catering and musical performa- and for staff appreciation. It most likely would have appropriate for a city-approved contractor to cate
Total	\$369,956	51%	

*Percentages based on the net amount paid to all contractors of \$720,044. Source: Public Works log

Some of the Payments Made From the Parks Allian Public Works Subaccounts Funded Staff Appreciation

Preliminary Finding

Public Works used its Parks Alliance subaccounts to fund holiday parties, staff appreciation events, and other events that solely benefitted employees.

Unless money is specifically budgeted for this purpose, which is uncommon, the does not promote staff appreciation through departmental funds. This is true a such appreciation may help to maintain or increase employee morale and recc good work in an environment where it is often impossible to legitimately gram additional pay. However, the City's practice of avoiding staff appreciation costs departmental budgets may have contributed to Public Works' reliance on the subaccounts at the Parks Alliance for this purpose.

The City could reduce risks arising from use of gifts for staff appreciation by m defining permissible use of public funds for these purposes, removing adminis barriers that make such uses impractical, and appropriating funds for these pu departmental budgets more often included public funds for staff apprecia City would bring these expenses into its control environment and have mc oversight to ensure appropriate and reasonable spending.



Public Works Employees Used Personal Funds to Pa Upfront Costs for City-Sponsored Events







Reimbursen to Individu

In the review period, 164 individuals received a net total of \$260,429 in from or a refund to the Parks Alliance. Of these 164 individuals, 139 were employees, and they were paid \$213,790. These payments were usually documented in Parks Alliance records as reimbursements for items such beverages, entry fees for volunteer events, staff appreciation events, or meetings. The records show that Public Works employees commonly in costs (paid out of pocket) on behalf of the department and then sough reimbursement with a request to the Parks Alliance.

Public Works Employees Used Personal Funds to Pa Upfront Costs for City-Sponsored Events (continued)

In the review period, the Parks Alliance reimbursed 63 city (mostly Public employees over \$200 each for expenses they incurred related to their ci-These reimbursements from the Parks Alliance included payments of:

- **\$10,464 to** Sandra Zuniga and **\$483** to Mohammed Nuru, primarily expenses related to employee appreciation and team building.
- More than \$10,000 each to three other employees, one of whom r almost \$60,000.

Payments to or (after a cash advance) a refund from 25 other non-city employees totaling \$46,639, which:

- Range from **\$33,000** for a Giant Sweep campaign video and photo production to as little as **\$23.50** for a petty cash replenishment.
- Include \$482 paid to the family of a Public Works employee.



Public Works Employees Used Personal Funds to Pa Upfront Costs for City-Sponsored Events (continued)

Preliminary Finding

Excessive use of non-city organizations to reimburse Public Works em causes the City to lose financial control over these transactions. Non-c reimbursements to city employees are risky because they occur outside th control environment. They lack city pre-approvals, encumbrances of funds disbursements, which are designed to prevent and detect improper purch payments. Further, asking employees to front money, sometimes up to the of dollars, may put an undue financial burden on them even if they are lat reimbursed.

No city policy addresses city employees seeking reimbursement from non organizations. However, the City's Accounting Policies and Procedures stat employees may be reimbursed (from city funds) for work-related costs, mi non-recurring goods up to \$200. This amount was exceeded by some of t reimbursements to city employees from the Public Works subaccounts at 1 Alliance. The City's policy also directs departments to develop detailed interprocedures for their employee reimbursement pre-approval processes.



Recommendations

Given the findings in this preliminary assessment, we offer the following preliminary recommendations. Recommendations for *Friends of* organizations should be applied to non-city organizations that operate in a comparab manner. We will continue to refine these recommendations as the invest and review continues and will consider feedback we receive in the review

- 1. The City should amend the San Francisco Campaign and Gove Conduct Code to prohibit non-elected department heads and employees from soliciting donations from interested parties (t further defined in legislation) of their department, unless spec authorized by the Board of Supervisors. Those authorized to s donations must file Form SFEC-3610(b) for behested payments Consequences for failure to report should be enforced.
- 2. The Ethics Commission should expand the definition of who is considered an "interested party" so that it includes all city con



Recommendations (continued)

- 3. The City should require departments and non-city organizatio formalize their relationships through memorandums of under: that are posted to departmental websites and include:
 - a) A requirement to adhere to city law on the acceptance of including the Administrative Code, Section 10.100-305, or sections that apply to the department.
 - b) An agreement to comply with the Sunshine Ordinance, S 67.29-6.
 - c) A clause granting the Controller audit authority and acce organization's records.
 - d) Regular public reporting on these funds to occur not less annually, at the donor or payee recipient level, and poste recipient department's website.
 - A requirement to report donations, including grants, on organization's website.
 - f) Clearly defined roles regarding expenditures, including prohibitions against spending directed or controlled by t recipient.

Recommendations (continued)

- 4. Departments should comply with the Administrative Code, Section 10.100-305, or other sections specifically related to the depart uniformly obtaining advance acceptance of any gifts from out sources greater than \$10,000 for the department through nonorganizations, including explicit authorization for uses of these for employee recognition or appreciation.
- 5. The City should require annual certification from department that all gifts of goods, services, and funds have been approved Board of Supervisors and reported on time, as required.
- 6. The City should make it easier for departments to use city fune employee recognition and appreciation events and provide ex (line-item) appropriations for this purpose.
- 7. The Controller should, on a sample basis, annually audit organ that both give gifts to the City and have a financial interest wi City, including a contract, grant, permit, permit application, or entitlement.

Recommendations (continued)

- 8. Departments should comply with the Sunshine Ordinance, Sec 67.29-6, for their non-city organizations by not accepting any through anonymous donors or for which they cannot identify source.
- 9. The City should amend the Sunshine Ordinance, Section 67.29 clearly define "financial interest" so that it is aligned with the (updated "interested party" definition.
- 10. For all recommendations made as part of this assessment that reporting, the City should review and strengthen its consequent noncompliance.



Completed and Upcoming Public Integrity Reportin

Our Public Integrity Review, performed in consultation with the City Attc continue to assess selected city policies and procedures to evaluate thei adequacy in preventing abuse and fraud. Completed, current, and future assessments and reports address the following topics:

- 1. San Francisco Public Works Contracting (report issued on June 29,
- 2. Ethical standards for commissioners regarding procurement proce the Airport Commission and other city commissions
- 3. The City's contractor debarment process
- 4. The Department of Building Inspection's policies and practices to a permits
- 5. A final report on the topics covered in this preliminary assessment

Additional reviews and assessments will be determined and performed a City Attorney's investigation proceeds.



Questions or comments?

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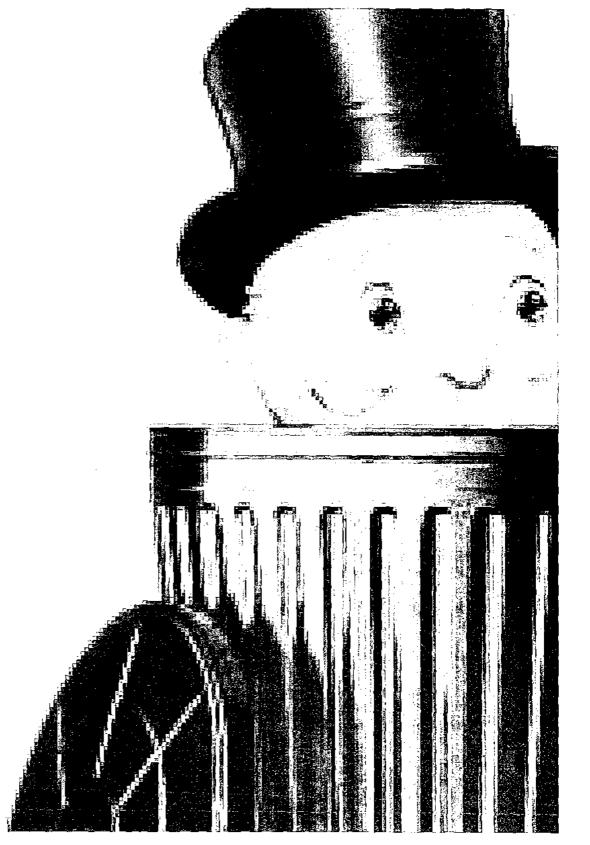
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MATT SMITH

Supes Want to Rescind Law that Bans Com Trash Collection

Matt Smith • 02/23/2011 4:00 am





"I don't have anything against Recology," Campos says about the co from Norcal Waste Systems in 2009. "From a public policy standpoir service has not been subjected to a competitive bid for 78 years."

But of course. Consumers would be stupid not to shop around. That s probably get squashed in this fall's campaign.

With \$206 million in annual trash pickup fees at stake, the election t Recology's city-sanctioned monopoly promises to become "a ding-(the city hasn't seen in a decade or more," says retired Judge Quentin the 1970s and a state senator during the '80s and '90s. "We'll see the political consulting firms. They'll all be involved."

If the past is any indicator, Recology will fight hard to preserve its m a long way to go in settling on a convincing message. I asked Recolog what would be wrong with putting the garbage contract out to bid.

"We believe the current system in place provides the best option for

I repeated the question.

"It's a charter amendment, and it can't be put out to bid."

What would be wrong with making it so it could be put out to bid?

"The debate about whether the system works or not is a debate we'd "But we feel that debate is afield of the issue now at hand."



Practically, we believe that the system in place, it would be the super and ultimately it's a board policy matter on how they would proceed answer the question.

In 1993, Kopp, with the San Francisco Taxpayers Association, backed city's trash service to competitive bidding, just like most cities with j During the three weeks leading up to the 1993 election, his Senate of anonymous, threatening calls. "One even said she would come down passed," Kopp said in news reports. The Chinese American Democrainitiative in a newspaper ad, was also deluged with calls. "You have r I hope to God we win, and if we don't, something's going to be done a reportedly said.

Norcal's campaign manager disavowed the threats. The measure losi voters in 1994. In 1997, the *Examiner*'s Lance Williams tallied \$1.28 n the previous four years to persuade voters and politicians not to touc

But this time around, Recology might have a more difficult time piec campaign.

The company admittedly has history on its side. During the early 20t haulers exclusive purview over 97 different garbage routes — a polic than allowing a route-poaching free-for-all. Over the years, smaller absorbed into bigger ones, until the business became dominated by t Italian-American trash haulers: Sunset Scavenger and Golden Gate I revision enshrined the monopoly and assigned a city board to regula

the Board of Supervisors held a hearing on a different matter: Where annual mountain of waste? The Department of the Environment reco deal with Waste Management Inc. to haul San Francisco garbage to a instead enter a 10-year, \$112 million deal to let Recology use a dump

City budget analyst Harvey Rose produced a report saying the best cc hauling services into one giant contract. But, he explained, the city w possible deal on combined pickup and disposal unless it handled it in to bid.

During the early 1990s, garbage haulers wishing to get a piece of Nor ones putting pro-competition measures on the ballot. In campaign p them as self-interested interlopers.

For this year's proposed initiative, however, Campos took his cue fro reported on SFWeekly.com ["<u>Should City's Garbage Contract be Tras</u> scathing 2002 budget analyst's report equating the Norcal monopoly service.

"My understanding is they haven't changed," says Debra Newman, t who worked on both studies. Her boss, Rose, says, "It's a time-hono to evaluate who is the most qualified firm that will provide the best s

Even if Recology scrapes together another million or so dollars to fig initiative, the company just might be crushed under the tonnage of it

Not long ago, Recology submitted the best bid to pick up trash in San



customets \$321 per year, just \$9 less man in 5an Francisco.

If Campos and Mirkarimi's measure makes it to the ballot, Recology that competition is good for San Mateo County, where the company v



"Don't forget, as an initiative campaign, there's no limit on spending thousands, maybe millions of dollars spent," he says. "You'll see will proponents and the opponents."

Let the trash-talking begin.



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James Madison Freedom of Information Award Inside City Hall's Web of Corru

by Dr. Derek Kerr



elf-dealing, influence-peddling, cronyism and pay-to-play transactions have long-susta
 City Family. Now that the FBI and US Attorney's Office are targeting shady City departification financial guardians are scrambling to conduct damage-control investigations.



Ben Rosenfield, Lee Ann Pelham, and Dennis Herrera, SF's legal, ethical and f

Early warnings from City whistleblowers and civic watchdogs were usually dismissed or inte *Bay Guardian* published <u>Friends in the Shadows</u> in 2013, sounding the alarm about conflicted into receptive City agencies. Even official efforts to tackle soft corruption were repeatedly the 2019 *Westside Observer's* <u>Struggle for Sunlight on Dark Money</u>, Commissioners Daina Chiu a Ethics Commission's plan to bring its "Anti-Corruption and Accountability Ordinance" to the v

DPW's subaccounts at the Parks Alliance amassed \$990,000 and spent that money was donated by 8 contractors who had received \$572 millio companies that obtained 218 building permits from the Department of I

Controller's Public Integrity Reviews

On-6/29/20 the Controller's Office, with City Attorney input, issued its first public integrity rev Public Works (DPW) contracting practices. From July 2017 through March 2020, DPW award 2020 Westside San Francisco Media, No portion of the articles of an work may be struke through without spressed consent.



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Society of Professional Journalists, NorCal Chapter The Controller's <u>second policy review</u> focused on the relationship between the DPW and the Parks Alliance functions like the many "Friends of..." outfits that financially support 33 out of these non-City entities are private-sector branches of City agencies. True, they raise philanthi projects that aren't funded by department budgets. But, they often lack the controls to prever schemes by private interests. The City can't impose its own stringent gift requirements on nc company solicited private donations for DPW accounts held by the Parks Alliance then direct spent. It was a slush fund, unmoored from City controls.

In the 4.5 years between July 2015 and January 2020, DPW's subaccounts at the Parks Alliai \$980,000 – about \$18,000 per month. Interestingly, \$966,000 of that money was donated by \$572 million from DPW plus 7 companies that obtained 218 building permits from the Depar One hand washed the other.

Of the \$980,000 expended, \$720,000 went to selected vendors who provided goods and serv appreciation events. One such vendor, SDL Merchandising – owned by a DPW employee – re and merchandise." There's no record of the quantities provided for this phenomenal expense Restaurateur Nick Bovis got \$25,327 for catering while permit-expediter and contractor Walte event set ups.

The other \$260,000 of the \$980,000 spent went to 164 individuals, mostly City employees. The Alliance for their out-of-pocket expenses at DPW events. For example, Sandra Zuniga, Nuru's Mayor's Office of Neighborhood Services, was reimbursed \$10,464 for her employee apprect. Three other DPW employees received more than \$10,000, one of whom collected almost \$60 to City Administrator Naomi Kelly who oversees DPW, and downward to rank and file workers DPW and City Administrator staff cost \$40,000, of which \$33,000 was solicited from folks de

Isn't it Illegal?

The Administrative Code requires City departments to report gifts to the Controller, obtain Be accept and spend gifts worth more than \$10,000, and annually publish the donor names, the disposition. The Sunshine Ordinance requires disclosure of the true source of outside funds any financial interest the donor has with the City. DPW's Statement of Incompatible Activities accepting gifts in exchange for doing their jobs. Trouble is, laws don't enforce themselves ar violations.

Unlike elected officials and commissioners, appointed department heads were not required t They could covertly ask contractors to donate to non-City organizations that supported their heads were not required to disclose when donors to their non-City affiliates had contracts or The Controller's report identified these loopholes and on 9/24/20 the Mayor issued an <u>Execu</u> 2020 Westelde San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awarc adjudicate complaints, it cannot enforce compliances THATES BUSS BUILT IN SUBJECT OF THATES BUILT IN SUBJECT OF THE SUBJEC

dismisses Sunshine violations referred for enforcement by the Task Force.

When did the City Guardians Know?

Now that the Feds have pounced on the City Family, the Controller pleads for better rules and Commission <u>appeals for virtual public input</u> to find "ways to strengthen San Francisco's gove Attorney's Office vows to "<u>lead when it comes to clean government</u>" as it follows the course : \$171,000 contract for portable toilets unfairly awarded to a Nick Bovis company, barring forr Hernandez's engineering firm AzulWorks, inc. from City work for 5 years for bribery, releasing including <u>DBI Director Tom Hui</u> and DPW boss Mohammed Nuru, and issuing 24 subpoenas schemes - uncovered by the FBI. Better late than never, some say. To be fair, this January Dei <u>Building Inspection Commission President, Rodrigo Santos</u>, for a \$420,000 check fraud sche guidance.

Still, the public needs to know why our own watchdog agencies missed the rot. Tips pertaining the offices of the Controller and the City Attorney since the Feds announced their charges in tips submitted before the scandal broke?

The Controller's Whistleblower Program, the Ethics Commission's Enforcement Division and Team should audit all the complaints they received over the past 5 years. Then, disclose how that festered undisturbed until the FBI and the US Attorney led the clean-up.

Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobserve

October 2020

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Dead End for Whistleblowers

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Ethics Executive Director LeeAnn Pelham

by Dr. Derek Kerr

xpectations ran high after voters approved Prop K in 1993, launching the City's Ethics Comm agency to counter corruption in government and political campaigns. But between intent and human nature. So, the quest for good government has vied with the pursuit of self-interest. S repeatedly dashed public expectations. Civil Grand Juries pushed to strengthen Ethics in <u>200</u> prompted initiatives by the public, the Board of Supervisors, and the Commission itself to am Governmental Conduct Code and redefine Ethics' responsibilities.

Curiously Coincidental Timing

One way that governments blunt the impact of scandals is to show that remedial measures were already underway. On

11/5/19 Supervisor Norman Yee introduced a Motion (File No.

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Charter claims have ever been sustained by the Ethics

Commission. That startling fact has been hidden by reporting only that cases are "dismissed" or "closed." The public is never told if a case was substantiated, partiallysubstantiated or not substantiated."

On 1/15/20, the FBI filed a sealed <u>Criminal Complaint</u> in US District Court alleging that former DPW chief Mohammed Nuru had pursued 5 corrupt "schemes" since 2018. The following day, on 1/16/20, the Board's Government Audits & Oversight Committee <u>approved</u> Supervisor Yee's audit request. The rationale, as stated by Supervisor Gordon Mar, was to check if recent changes in campaign finance and lobbying laws were being addressed and to improve the timeliness of investigations and enforcements, given "a political landscape like the one we are in." He added that "it seems as though the lowest hanging fruit are the targets of investigation rather than the more sophisticated operations."



Neither the "more sophisticated operations" nor the current "political landscape" were descri



Supervisor Norman Yee

FBI wire-tappers. On 1/28/20, the full Board unanimously ac without mentioning the explosive scandal then rattling City and anodyne reasons for the audit, plus the Board's policy t subject of a performance audit at least once every eight year <u>Aanalyst last reviewed</u> Ethics Commission practices in 201: timing makes one wonder if Supervisor Yee was clairvoyant

On 1/21/20 the FBI arrested Nuru. After promising to keep probe, Nuru alerted his boss, City Administrator Naomi Kelly

Audit Findings

The BLA's 81-page <u>"Performance Audit of the Ethics Comm</u> contains 5 findings and 16 recommendations. The recomm Executive Director LeeAnn Pelham who introduced many up findings are summarized below;

Assessing Effectiveness and Risks

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Doing so would promote compliance and Yeduce the heed for or makes enforcement measures.

Staffing

Ethics "has never been fully staffed." Since 2016, it has struggled with a "high vacancy rate" - 19% or about 4.5 vacancies annually. Meanwhile, there have been 15 changes to the Campaign & Governmental Conduct Code that required additional administration and programming. Understaffing is largely due to slow hiring; it takes 6 months to hire a new Ethics employee. Ethics relies on the City's Department of



Budget Analyst Harvey Rose

Human Resources to conduct its hiring – at a cost of \$90/hour. Because Ethics lacks the fur shortages persist and impede every program.

Audits

Audits of election campaign committees have taken almost 2 years to complete, thereby red hindering enforcement within the statute of limitations. Investigators lack audit training and date. Also, Ethics has yet to conduct mandated lobbyist audits.

Investigations

Investigations of ethics violations take "more than two years on average" - actually 29 month complaints takes 6 months. Then, just 1/3 of complaints receive formal investigations. Beca opens more cases than it resolves, there's a mounting backlog. Long-lingering investigations deterrent effect of enforcement.

Whistleblower Protection

The Enforcement Division is responsible for investigating whistleblower retaliation claims. O 32 months to resolve. Such delays impair the gathering of evidence and witness testimony a investigations. Further, Enforcement Division staff lack training in whistleblower retaliation ir employment law rather than ethics law.

Ethics veils the outcomes of retaliation investigations. When the BLA reviewed 34 retaliation 2017 through 2019, it found that 20 were dismissed due to "insufficient evidence", 2 were with None were substantiated. Importantly, the BLA recommended that staff "…report on whistleb the Ethics Commission on an annual basis, including reasons for dismissals and case closure: investigations."

Unmentionables

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James Madison Freedom of Information Awart September and October of 2013. Safely Ethics Femalins a dead end for mistreated whistleblow Ethics Commissioner Joe Lynn's 5/7/09 Fog City Journal revelation that Ethics investigations complaints "uncover willful violations only if the respondent decides to confess." That also ex DOA. This failure to enforce the City's Whistleblower Protection Ordinance renders it meaning a trap for naive complainants. Non-enforcement gives retaliators a green light to pursue whis consequences. Ultimately, taxpayers foot the bill when ineffective Ethics investigations force

That also explains why retaliation claims are DOA. This failure to enforc Protection Ordinance renders it meaningless. It also makes it deceptive complainants. Non-enforcement gives retaliators a green light to pursu consequences."

After the BLA's call for reporting whistleblower retaliation case outcomes, LeeAnn Pelham pr <u>draft Annual Report</u>. It lists some outcomes – but not how many cases were substantiated. a zero substantiation rate. Ethics hasn't explained this shady track record, apart from implyin unfounded. More likely, Ethics investigations are superficial and deficient. Too, investigations and over-worked Ethics staff seek counsel or coaching from City Attorneys <u>who are sent cop</u>

Whistleblower claims are often denied after consulting with City Attorneys. This practice aro Attorneys strive to minimize the City's exposure to civil liability – no matter how damning the officials and employees accused of retaliation. They justify their work as protecting taxpayer Invariably, protecting City officials and the public purse takes priority over protecting whistlet relying on advice from City Attorneys favors respondents over complainants - and abets repr

Also absent from the audit is how Ethics must annually bow and scrape before the Mayor's C to fund its budget. Ethics is thus beholden to, if not controlled by, the very folks it supposedly Instead of being independent, Ethics is captured. One solution is to fund Ethics the same way <u>Auditor is financed</u> – by a set portion of the City budget. For example, Ethics' operating budg by an automatic 0.04% cut of the City's <u>\$13.7 billion budget</u>, thereby reducing its fiscal dependent

September 2020

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A Subpoena for SFPUC Skulldu

by Dr. Derek Kerr

n June 15th, 2020, US Attorney David Anderson delivered a Grand Jury subpoena to the Cit (SFPUC). A copy was examined by the *Westside Observer*. The SFPUC's 2,500 employees r and power systems with a \$1.4 billion budget. The federal subpoena demanded the resum performance evaluations for "any PUC employee who earned at least \$100,000" since 2019 Statements of Economic Interests, proof of completing Ethics and Sunshine Ordinance trai reports and requests for reimbursement. Evidently, the feds are probing cronyism as well a

Specifically named were Ge Assistant General Manager They had to provide all reco including expense reports a Their personnel files were s documents showing they re approved certain contracts <u>Some of these contractors</u> corruption, alongside forme A notable in the "City Family Administrator.Naomi.Kelly.

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US Attorney, David Anderson

Where she also serve Acting Executive Dire State and City conflic Kelly stood by her. Sh plus \$5,000 by Ethics earned at Green for A SFPUC was canceled the City's ethics traini her violation was "no "oblivious" to her con 25% of the maximum

Neighborhoo

Neighborhood watch Since July 2015, the 1 Lawrence has warned contracting practices purely on price but 35 promises to help "und social programs." Sin

guidance from the SFPUC, Lawrence sees a form of "tribute" that invites favoritism and co pay for these <u>extracted social benefits</u> as well as <u>fat salaries</u>, perks and <u>unchecked bond d</u> charges have soared beyond the rate of inflation.

In a <u>July 2020 Marina Times article</u>, Susan Dyer Reynolds critiqued Juliet Ellis and the Componeered at SFPUC. Designed to help underserved communities, the <u>Community Benefits</u> contractors to disburse a percentage of their income to non-profits serving local communi beneficence is that the SFPUC informs contractors about non-profits that deserve their doi creeps in. The problem, as Reynolds details, is that; *"There's no oversight, no voting, no pub Ellis and her team run a shadowy show that makes it impossible for outsiders to find out exi Similarly, in a <u>2/14/19 Resolution</u>, the SF Labor Council criticized the opacity of SFPUC sta requested payments from Union signatory contractors to preferred non-profit agencies" and unilateral hiring." Oddly, SFPUC's 5 Commissioners and its 17-member <u>Citizens' Advisory C</u> any of the shadowy practices now under federal scrutiny.*

SFPUC Whistleblowers

- Contract Sector Contraction SET (Contractor contractor contractor contractor contractor contraction Need an equilibrium state of the sector of the sector contractor contractor contractor contractor contraction sector contractor contracto



James Madison Freedom of Information Awars Cronyism splits workforces into Insiders

and outsiders, leading to mistrust in management. Worse, cronyism begets more cronies who protect each other by excusing poor performance and ethical lapses ... Workers who strive to obtain the required qualifications get demoralized. Those who are arbitrarily granted plum jobs, along with substantial salary and pension boosts, are beholden to their benefactors and unlikely to challenge managerial misconduct."

Sources within the SFPUC (not named to avoid reprisals) tell us that cronyism and favoritism have pushed hiring and promotion decisions into predetermined outcomes. There's more. Among the allegations were; promoting unqualified workers, employment discrimination, filing false inspection reports, overlooking dumping violations, and helping politically connected restaurants to dodge penalties for



SFPUC General N

clogging sewers with illegally discharged grease. Such claims have reached the Whistleble Commission, the City Attorney, the DA, the Environmental Protection Agency, Federal Cour rumblings, and articles in neighborhood newspapers, probably caught the eye of US Attorn analogous focus of his subpoena.

Indignation arises when the SFPUC's own job requirements are not followed. For example, 4 <u>Supervising Inspectors</u> who ensure that wastewater treatment protects public health and qualification for this job is a Grade 2 Environmental Compliance Inspector Certificate (aka. Certificate, Grade II) from the California Water Environment Association (CWEA). But the C the 4 Supervisors lack that required credential; Audie Ilejay has a Grade 1 or "Entry Level" d appears for Mark Middleton. Apparently, their former and current bosses let these lapses (explain the missing credentials - "no responsive documents." According to Transparent Ca \$191,608 with benefits in 2019 and liejay earned \$197,339.

Part of the problem, sources say, is that some SFPUC higher-ups are themselves thinly qua "loyal" rather than competent subordinates. Accordingly, compliant employees may get prarequired credentials. Some long-time employees are troubled by what they see as a decline 220 Westside San Francisco Media. No portion of the ancies oper workmay be



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yielding a \$103,794 pensior <u>California</u>

> Another way to slip under-q positions, sources say, is to capacity. Acting appointme Civil Service vetting required There's no open application expert panel. "Acting" appoi that provides the qualification Meanwhile, already-qualified opportunities. Amazingly, th Enterprise Organizational C managers (40%) are "Acting

Cronyism and the

Cronyism splits workforces leading to mistrust in mana begets more cronies who p

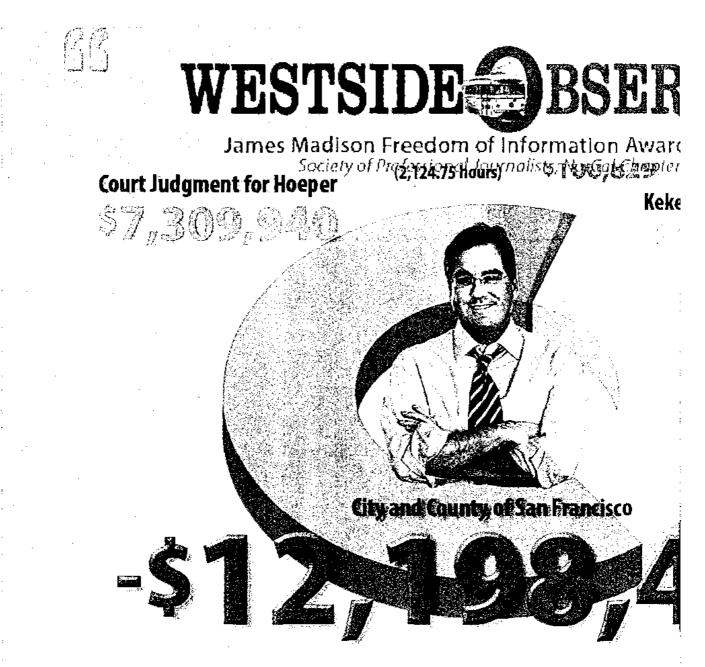
Assistant General Manager for External Affairs, Juliet Ellis

poor performance and ethical lapses. For the SFPUC, there are costs beyond the public an promoting under-qualified employees. The professional time and effort expended to develowhen minimum qualifications are disregarded. Workers who strive to obtain the required q Those who are arbitrarily granted plum jobs, along with substantial salary and pension boc benefactors and unlikely to challenge managerial misconduct.

As the Westside Observer previously <u>reported</u>, employee outrage over favoritism also erup Agency <u>as well as</u> the Department of Public Health. This disquiet may be traced to the Nev "Civil Service Reform," whereby managers were empowered to use their "expertise" and "bu "most appropriate" candidates rather than relying on "rigid" test scores, minimum qualifica "flexible staffing" can undermine merit-based employment and trigger costly accusations (

A ray of hope emerged from SFPUC's <u>Wastewater Enterprise Business Plan</u> that vowed to training" and "certification standards." Similarly, a 7/14/20 "<u>Workforce Equity Analysis</u>" plethat managers use judgment," as in hiring, performance evaluations and discipline. These to materialize now that federal prosecutors are targeting SFPUC's management.

Acknowledgment: Thanks to the former and current SFPUC employees who provided tips



City Attorney Dennis Herrera Source: City Attorney's Office,

by Dr. Derek Kerr



he City Attorney's calamitous war against Joanne Hoeper's Whistleblower Retaliat cost taxpayers \$12,198,473. This whopping expense passed unnoticed due to mar we'll describe a bit later. Here's the breakdown;

Sewer-Gate: The Backstory

The Westside Observer (WSO) has covered this saga since September 2014. Briefly, Jo Ho Dennis Herrera's Chief Trial Deputy since 2000. In December 2011, the FBI notified her abo sewer repair claims submitted to the Claims Unit within the City Attorney's Office (CAO). Hi claims to replace sewers, allegedly damaged by City owned tree roots had soared from \$1

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Whistleblower Joanne Hoeper James Madison Freedom of Information Awar(badgered them?td'sign claims?ManyClaims/Were'signed/by/plumb/ng'c property owners, making them invalid. Sewers were usually replaced ra-And, sewer replacements charges were inflated by \$3,000 above standa allowed private plumbing.companies to fix sewer lines that were the res the required bidding process. Accordingly, taxpayers were funding priva plumbing company bonanzas.

...the lawsuit and jury verdict serve a significant benefit on the genera government officials from engaging in unlawful retaliation against a v of various statutes. — Court documents"

Hoeper's warning about corrupt sewer claims caused a furor. Policies were revised. But in wrap up her investigation. She turned in a report recommending further investigation of pc Essentially, she faulted oversight within the Claims Unit - and the City Attorney's Office. One a choice; unemployment or reassignment to the District Attorney's Office. Once Hoeper tra evaporated. In January 2014, Herrera fired her.

Six Years of Costly Legal Wrangling

Hoeper filed a whistleblower retaliation claim on July 1st, 2014. Two months later, Herrera issued an indignant rebuttal. Mediation failed as Hoeper asked for \$1,895,000 while Herrera countered with \$355,000. Casting CAO lawyers aside, Herrera hired the powerhouse law firm of Keker & Van Nest at a dazzling <u>\$850/hour</u>. Sometimes, hiring bigguns cows plaintiffs to capitulate. The opposite happened after a stunning blunder; CAO spokesperson Matt Dorsey was allowed to email Herrera's rebuttal to the Westside Observer stating: "I read with interest your column on former Deputy City attorney Joanne Hoeper's claim against city taxpayers for monetary damages, and thought you might be interested in the city's formal response..."

This disclosure undermined Herrera's central argument; that Hoeper could not reveal similar information to prove her case because it was attorney-client privileged.

Once Hoeper <u>filed suit</u> in January 2015, the City immediately sought dismissal arguing tha she relied on protected attorney-client communications. On June 1st 2016 that claim was rejected in Superior Court – because the City had already leaked its version of events to the Westside Observer and the SF Chronicle. Further, the Court objected because the City's would bar most retaliation claims by attorney employees."

A CARACTER OF THE SUBAL AND A CARACTER OF THE CONTRACT SUBDING CONTRACT SUBDI



James Madison Freedom of Information Awart 34.6 hour cut, thus saving a measily \$15,950. MeanWRILP legar fees mounted. Since Abept contingency basis, they were entitled to a "multiplier" to boost their fees. Courts grant mulpursue public interest cases when clients can't pay up front. Hoeper requested a multiplier opposed any enhancement. The judge awarded a 1.35 multiplier because; "...the lawsuit an benefit on the general public: to deter government officials from engaging in unlawful retalia violation of various statutes."

On August 3rd, 2017, the Court awarded Hoeper's attorneys \$ 2,408,468 in trial fees. To thi \$226,046 in post-trial fees, \$56,512 in interest to the original jury award, \$68,141 in interest costs, for a total Judgment of **\$5,471,138**. The City's one-sided campaign to cut costs have Herrera charged headlong down a blind alley.

On September 25th, 2017, the City appealed the judgment. Then came an intriguing switch; the appeal was handled by City attorneys rather than the pricey losers at Keker & Van Nest. In an exhaustive 97-page brief, the City argued that the trial court wrongly let Hoeper introduce evidence that was attorney-client privileged, that the jury erred in its finding of whistleblower retaliation, that Hoeper failed to mitigate her damages, and that her award for emotional distress was excessive. After poring through 4,000 pages of court records, Hoeper's attorneys responded with a compelling 85-page rebuttal. The City then filed a 59-page reply brief. On February 13th, 2020 the Court of Appeal <u>unanimously rejected</u> the City's pleadings, stating; *"None of these arguments is meritorious."*



Karl Olson Photo: Mountain Democrat

an Francisco Media: No portion of the articles o

Beyond the legal trouncing, the 29 months of appealwrangling would be costly. Looming was the 7% interest on Hoeper's unpaid \$5,471,138 award - amounting to \$1,049 per day. Another 1.35 multiplier hovered over her current attorney's fees. Surely, the City would negotiate a settlement. Instead, after spending a month pondering a last-ditch appeal to the California Supreme Court, the City folded. On April 2nd, 2020, Deputy City Attorney Jonathan Rolnick informed Hoeper's attorneys that he had been "asked to handle the resolution of the judgment." Still, no s

DCA Rolnick reviewed – but did not contest - Hoeper's Ma reimbursement of appeal expenses. Records show no City and services detailed in laborious Declarations from her at to an Amended Judgment that the Superior Court approve breakdown;

P1168



James Madison Freedom of Information Award Society of Professional Journalists; NorCal Chapter Attorney Fees on Appeal

Total

Source: City Attorney's Office

Dodging Public Scrutiny

Records show that the CAO asked the Controller to pay \$7.3 million to Canatta, O'Toole, Fielawyers. The money came from the City's General Fund. In a 5/28/20 email, DCA Rolnick et way to get the \$ out the door and given the other issues the Controller is dealing with did no: also the quietest, least embarrassing way.

Saving face may explain the sudden ardor for the "quickest way" after dragging the case o post-trial settlements weren't proposed. Settlements require a hearing and approval by the accepting defeat without a settlement, the payout eluded public inquiries and media cover skirted by shelling out amid the COVID-19 tumult.

Records show that Herrera spent openhandedly to defend himself. The Westside Observer the CAO attempted to reduce the fees charged by Keker & Van Nest. No such records were City attorneys to pursue the appeal, legal fees fell to one-third of Keker & Van Nest rates. H attorneys from the outset, about \$2.8 million could have been saved. Another \$2.2 million without the appeal. We asked the CAO why it didn't attempt a post-trial settlement; no resp

The City Attorney's retaliatory sewer-gate debacle, alongside the FBI's recent arrest of DPV others for public corruption, jab at the City's anti-graft capabilities. As Hoeper wrote in "But in the February 2020 Westside Observer, her case casts doubt that the CAO can "conduct a investigation into the allegations that led to the arrest of Mr. Nuru."

In a June, 2003 Press Release, Dennis Herrera had praised Joanne Hoeper as "a public wrc Back then, her efforts to "stamp out public corruption through aggressive legal action" wer found fraud-enabling practices within his office, Herrera apparently contrived a pretext for penchant for "knowing more than anyone else," resorting to a "scorched-earth approach" a frequent efforts to settle." In pot-versus-kettle irony, Herrera failed to follow his own counsjury and judges, tempered his lawfare, and settled earlier, taxpayers and whistleblowers wc

Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobser

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P1169

July 18, 2020



James Madison Freedom of Information Award ety of Andrewsionan Semandists Rev Cal Charter



Captain Nick Rainsford Photo: Ingleside Light

by Dr. Derek Kerr



n June 17, the SF Examiner reported that Taraval Station's Captain Nicholas Rains "relieved of his command and placed under administrative investigation." Reported Chief William Scott had "abruptly transferred" Rainsford to SFPD's Homeland Secu Although an SFPD spokesperson declined to provide details, Examiner sources indicated t removals were typically driven by "significant misconduct" or when an officer's ongoing pre a threat" to officers or the community.



Morale was sagging. Capt. Rainsford addressed the officers and appa the police had handled previous protests. His exact statement is not k thought it was wrong, felt offended and filed a complaint. Internal Affi

The Westside Observer (WSO) sought comments from Captain Rainsford but received no r was appointed Acting Captain on June 12th, told the WSO that he would manage day-to-da assigns a permanent captain", and had "not identified any changes to station operations". tside San Francisco Media. No portion of the articles of artwork may be without expressed consent-

WESTSIDE BSER

James Madison Freedom of Information Awar(after the police shooting of Mario Woods) someone had posted a Wall street Journal Op Ec Lives Matter" on a bulletin board displaying officer assignments. Authored by conservative Op-Ed cited data that challenged the "misrepresentation of police shootings." An affronted posting and sent it to the Examiner. In its <u>report</u> on the "Anti-Black Lives Matter article," the about using City property for "political activity." MacDonald fired back in an <u>Opinion piece</u>, lose their First Amendments rights when they work for the government." She proposed tha questioned the legality of posting an Op-Ed arguing that policing suffers from systemic rac determined that the Op-Ed was "not political in nature" and did not violate City rules agains campaigns.

The incident with Capt. Rainsford seems more serious than the 2016 Op-Ed controversy. T Unprecedented social reactions to violent police interventions are driving extraordinary pol COVID-19 intensifies frustrations, conflicts and the growing tendency to silence opposing v reactivity, the value and <u>plight of police whistleblowers</u> must be balanced with the record a

Captain Rainsford's re-assignment may be temporary. As of 7/1/20 the <u>SFPD still identifier</u> commanding officer. No other Captain has been assigned to Taraval Station. There has be his reassignment by the SFPD or the Police Commission. Neither Supervisor Norman Yee i whose districts are partly covered by the Taraval Police Station, was notified. As Supervise sudden and *sub rosa* reassignments "undermine trust and relationships with the communi

A native son, Nick Rainsford was born and raised in the Parkside neighborhood of the Sun: Gabriel's Grammar School and Sacred Heart High School, he joined the USMC Reserves ar joined the SFPD in 1994, working at the Bayview, Central, Tenderloin, Richmond, Ingleside a promotions along the way. After serving as Captain of the Staff Services Division that over staffing, he became Taraval Station's Captain in December 2018. In that capacity, he focus ins and home burglaries as well as traffic safety. He wrote an <u>informative column</u> for the *R* and monthly editorials for Taraval Station's outstanding <u>website</u>. According to <u>openpayrol</u> \$222,786 in 2019.

The Taraval Police District is the City's largest and most populous. It is bordered by Golder Beach to the west, Daly City to the south, and 7th Avenue down to Interstate 280 to the eas

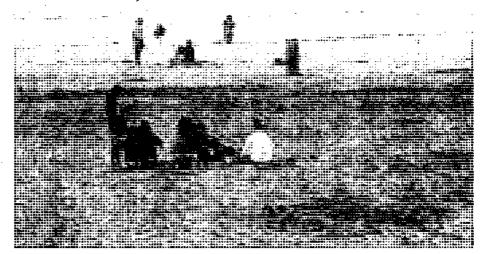
Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobser

July 3, 2020

2020 Westside San Franci



James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter



Deadly Rip Currents at Ocean



cean Beach is notable for powerful swells that attract surfers, nature lovers and lo confinement. Less visible are treacherous rip currents that can drag swimmers ou and frigid waters can quickly cause drowning. Prominent signs warning of the dat are easily overlooked amidst the captivating scenery. On a recent visit, signs were T-shirts relevantly stating "I Can't Breathe".

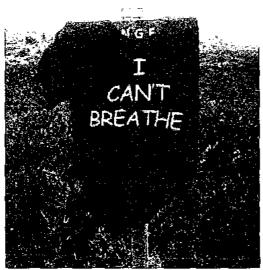
After a record 7 people drowned in 1998, the National Park Service implemented a beach § responds to emergencies. Since then, annual drowning deaths at Ocean Beach haven't exc Beach is not a designated swimming area and because its 3.5 mile stretch would be prohil lifeguards are not routinely assigned there. Also, the presence of lifeguards could mislead swimming was endorsed.

As reported by **Hoodline** on June 11, 5 East Bay teens were caught in a rip current at the au Street. Fortunately, the boys' frantic struggles were noticed. Workers from the Park Service collaborated on the rescue. Ambulances rushed the boys to the hospital. All suffered from went to the ICU in critical condition. Three teens were hospitalized in serious or stable conwas discharged home.

...annual drowning deaths at Ocean Beach haven't exceeded two. Beci a designated swimming area ... lifeguards are not routinely assigned t of lifequards could mislead visitors into thinking that swimming was ncisco Media. No portion of the articles or artwork may be without expressed consent.



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decided to lock arms and wade waistdeep into the surf. An unexpected wave knocked them apart. Two 16 year olds, Grisham Duran and Wayne Ausa, were swept out to sea and lost. Then-Supervisor Eric Mar sponsored a <u>5/12/16 hearing</u> before the Public Safety and Neighborhood Services Committee where every agency involved in safety monitoring, as well as rescue and recovery efforts described



their services. The SF Fire Department deemed Oc in the nation. In 2015 alone, the Park Service cond which 19 required hospital attention.

Despite enhanced signage and rescue patrols, casualties among unwary swimmers have q deaths in 1998. Between 1998 and 2006, 7 deaths were reported. In January 2006, the boc and novice surfer Sean Fahey washed up near Sloat Blvd. Then in May 2006, Marlin Coats, drowned while trying to save 2 boys who were struggling in the surf. The boys were hospit recovered. In April 2014, Abel Cornejo, his 14 year old son Marcos and a cousin were swep saved, the father ended up in a coma in the ICU at UCSF and young Marcos was lost at sea surfer who drowned in August 2016. A swimmer was lost in the surf near the Cliff House n December 2018, Jay Seideman, a 43 year old tech executive from Oakland, succumbed to stricken surfer required CPR after being rescued then was hospitalized in critical condition drownings did not receive media attention.

Navigating the Rips at Ocean Beach

Rip currents or "rips" make Ocean Beach a perilous recreational area. Nationwide, rip curre rescues. Three foot waves can strike with surprising force, tossing waders off their feet. En water can pull the strongest swimmers out to sea. A UC Berkeley <u>oceanographer explains</u>, incoming waves are deflected by the beach into an underwater channel that funnels the wastreams are deceptive. By flowing out through the surf zone, rips create a calm spot that s actually hazardous. Rips move at a rate of up to 8 feet per second, making it impossible to who panic and fight the current are soon exhausted. They are further incapacitated becaus stays at a bone-chilling 56 degrees even in the hottest months. Drowning can occur in a fe

A handy YouTube video shows how to identify a rip and escape it. Comprehensive <u>informa</u> 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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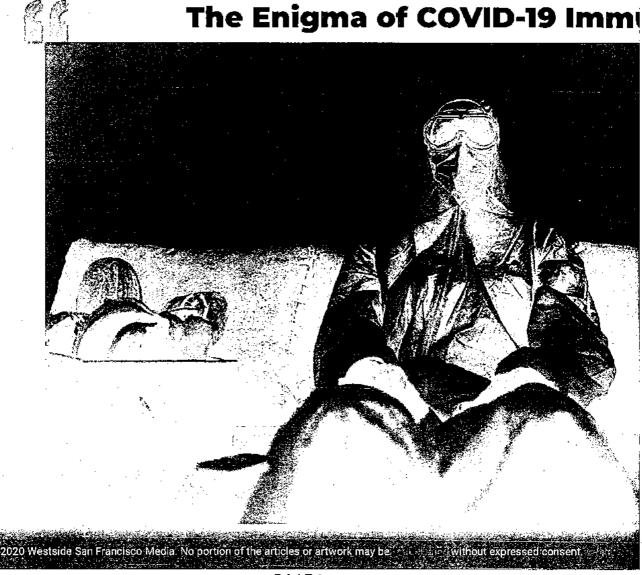
water until the current dissipates, then swim back to show the second states and the sec

Ocean Beach experts advise that even wading at ankle depth is risky. Safer yet, stay out of the water.

Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobserver.com



June 15, 2020





James Madison Freedom of Information Award to them without halting replication? Neutralizing antibodies are they protected a data with fet but they emerge after infection or vaccination.

Antibodies Do Not Ensure Immunity

A recent <u>study</u> from Shanghai showed that among 175 patients who recovered from COVI! undetectable neutralizing antibody levels. Similarly, <u>researchers</u> at Rockefeller University fc convalescent patients, 33% had no detectable neutralizing antibodies while 46% had low le recovered, presumably the cellular component of the immune system fought off the virus. could also fail to generate protective antibodies in a sizeable sub-population.

Even if neutralizing antibodies do develop, it's not yet known how long they last or the amo CoV-2. Some viral infections like the common cold – often caused by different coronavirus transient antibody levels that do not bestow lasting immunity. As for the antibodies to the MERS and SARS, they declined after several months. Likewise for antibodies arising after i the case of AIDS, there's an abundance of antibodies to HIV but they are non-neutralizing c we still have no vaccine against AIDS or any coronavirus.

Contra these gloomy laboratory studies, clinical findings from South I the specter of re-infection. Among 263 patients who fully recovered f tested positive for SARS-CoV-2 weeks later, none harbored viable vir longer infectious."

Another reason why viral infections evade the immune system is that viruses mutate so th <u>Preliminary data</u> from China indicates that SARS-CoV-2 mutates frequently and some strai than others. The deadlier mutations recovered from Chinese patients were also noted in provide New York State. The milder strains resembled those in Washington State. Thus, mutations variable mortality rates seen in different regions. A non-peer reviewed article by Korber et a SARS-CoV-2 mutation dubbed "D614G" that is replacing the original Wuhan virus across the New York. Though challenged by other scientists, such mutations, like those of the flu viru develop an effective vaccine or to prevent re-infection.

Antibodies, whether acquired by natural infection or vaccination, may not be protective. In the World Health Organization rejected antibody tests to grant "immunity passports" – cer. circulate freely without fear of re-infection. WHO declared; "There is currently no evidence t from COVID-19 and have antibodies are protected from a second infection". Also, many anti <u>Scientists warn</u> that segregating society on the basis of dubious biologic data can threater health.

P1175

Vestside Sañ Fr



James Madison Freedom of Information Awar(Society of Professional Journalists, NorCal Chapter SARS-CoV-2 binds to ACE-2 receptors that are found throughout the body, notably the airw lining of blood vessels, the heart and kidneys. This explains the widespread organ involver Some patients succumb to an unruly inflammatory cascade called a "cytokine storm" whei cells attack organs infected by the virus. A related immune over-reaction called "multi-syst has affected some children weeks after being exposed to SARS-CoV-2.

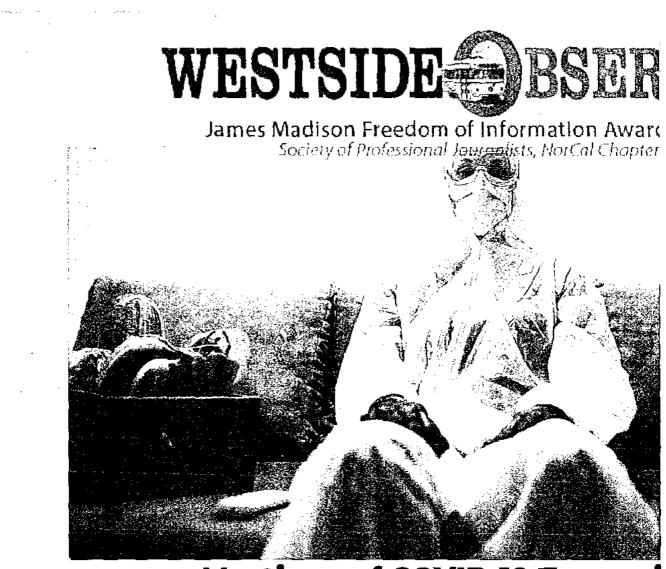
Conversely, SARS-CoV-2 weakens the immune system by binding to <u>CD-147 receptors</u> on ly virus. Thus, anti-viral immune cells get infected by the virus they are supposed to destroy. show markedly <u>depressed lymphocyte counts</u>, but those who are severely ill show <u>"functio</u> lymphocytes. So SARS-CoV-2 acts like HIV by neutralizing a key component of the immune Montagnier, winner of the 2008 Nobel Prize in Medicine for discovering the Human Immun AIDS, <u>asserted</u> that SARS-CoV-2 is a lab-created virus containing HIV genetic sequences. Human Institute of Virology after modifying a coronavirus to develop an AIDS vaccine.

When normal cells are infected, they change in ways that are recognized by the body's imm CoV-2 camouflages the cells it infects, resulting in <u>"immune evasion"</u>. By hiding its tracks, recognition and elimination of virus-infected cells". This mechanism could allow SARS-Co¹ infection like Hepatitis-C or AIDS and may explain why some patients experience prolonge <u>shedding</u>.

Contra these gloomy laboratory studies, <u>clinical findings</u> from South Korea bring optimism Among 263 patients who fully recovered from COVID-19, then tested positive for SARS-Co' viable viruses. They were no longer infectious. The diagnostic test merely detected RNA fr can take several months to clear from convalescent patients. Unlike HIV, SARS-CoV-2 did cells, making it doubtful to result in chronic infection or recurrence. Although antibodies in protective, solid evidence of immunity from re-infection is lacking, coming from non-peer r <u>monkeys</u>. Given COVID-19's uncertainties, safety means avoiding exposure and supporting adequate <u>exercise</u>, rest, nutrition plus <u>vitamins D and C</u>.

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June 2020



Mystique of COVID-19 Transmi

by Dr. Derek Kerr



o date, we have been told that SARS-CoV-2 (severe acute respirato the new coronavirus that causes the disease called COVID-19, is s infected persons cough or sneeze. These virus-laden droplets can mouth. Droplets also land on nearby surfaces. If we touch contaminated s noses, eyes and perhaps genitals, the virus can invade our bodies. That's k receptors on mucosal cells but cannot penetrate intact skin. Accordingly, F

keeping 6 feet away from others, washing hands frequently, and avoiding touching our fac-

Upon recognizing that infected people were transmitting the virus without or before feeling <u>A survey</u> of 3,000 people in Italy found that; *"the great majority of people infected with COV asymptomatic but represented a formidable source of contagion"*. By definition, asymptoma sneezing so they probably spread the virus by other means.

se se airborne transmission of GOVID-19 is likely narticularly in crowded San Francisco Media Noponion of the articles or artwork maybe, se an answinolite pressed consents so allo



James Madison Freedom of Information Award

members contracted COVID-19 ลัสโลร์ สาวะเทชน์ใหมาส่วนต่อเลกส่ เพราะ pmsbits, กับกระกฎไหอโลสราพเ incubators.

Features of Aerosols

There is data indicating that the virus can spread by aerosol – not just droplets. In general, while aerosols consist of micro-droplets measuring less than 5 microns. The SF fog is one is the invisible mist we produce with every breath. It becomes visible by exhaling against a vapor condenses into water. Unlike larger droplets that quickly fall to the ground, aerosols hours – like clouds. <u>Several studies</u> show that aerosols, and some droplets, can travel well

Micro-droplets in aerosols also pose a danger because their small size allows them to read droplets deposit in the upper airway where they are typically trapped by mucus that is push hair-like structures called cilia. Aerosols are largely blocked by face masks, especially <u>N95</u> particles above 0.3 microns.

Aerosols Carry Viral Particles

Aerodynamic <u>research</u> on air samples in COVID-19 hospitals in Wuhan, China found viral R toilets where flushing urine and feces <u>can aerosolize</u> the virus. Indeed, other researchers <u>r</u> feces of most COVID-19 patients. Viral RNA was also found where workers removed their | scattering viral particles into the air. However, well-ventilated patient care areas and open p of aerosolized viruses. Once contaminated areas were sanitized, the air within became viru at the University of Nebraska Medical Center found viral RNA in air samples from rooms or et al <u>detected</u> viral RNA in the air exhaust fan of Singapore hospital rooms, indicating airbe

Since these studies only isolated viral RNA, they did not prove that the air contained viable SARS-CoV-2 has a RNA core and a spiked protein coat). Further, viral concentrations in the know how many viruses are needed to cause infection. However, because SARS-CoV-2 is k because aerosols have spread tuberculosis, influenza, measles and the <u>2003 SARS corone</u> COVID-19 is likely, particularly in crowded, enclosed spaces with poor ventilation or re-cycl transmission is rare. Out of 1,245 COVID-19 cases documented in China, <u>only 2</u> were contricirculates freely.

Aerosols Transmit Infection

A <u>study</u> by Van Doremalen et al showed that when SARS-CoV-2 was introduced into aeros capable of infecting cells - for at least 3 hours. A non-peer reviewed report by <u>Sears et al</u> fo 2020 Westside San Francisco Media. No portion of the articles or artwork may be without explessed consent.

24 of 236



James Madison Freedom of Information Awarc Better yet, wipe down contaminated suitades daily siespecially in Bathrooms, with a disinfe solution. <u>Chin et al</u> used micro-droplets of virus solutions to test viral viability against varic and surfaces. Most household disinfectants neutralized SARS-CoV-19 – but acids like vine virus, so dryers set at high, about 130 degrees F, would eliminate SARS-CoV-2 from clothin

Alarmingly, they found that the virus remained viable for 14 days at 39 degrees F, so refrige sanitized. Reassuringly, the virus lasted less than 3 hours on printing or tissue paper at roc contaminated banknotes harbored viable virus for 2 days and cleared on day 4. Cloth and 4 days while glass surfaces cleared within 4 days. Plastic and stainless steel held viable viru 7. Hence, the need to wash hands often; at least <u>10 times daily</u> has proven ideal.

The likelihood of airborne infection depends on the dose of virus transmitted and the durat unmasked face-to-face chat could pass the virus. Accordingly, if unmasked, avoid crowdec places. As for conversations, keep them short, masked and distanced.

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May 2020

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Door-to-Door Imposters, Robocalls: Beware of Co



imes of crisis bring out the best in us – and the sleaze in scam <u>March newsletter</u> alerted the public to a creepy COVID-19 scar Department of Public Health (DPH) or Centers for Disease Cor going door-to-door, asking to enter homes to conduct inspectic CDC sends personnel door-to-door to inspect private residences.

Health Inspectors Although City Disaster Services workers do pla in various neighborhoods, they do not ask to enter homes or establishments. DPH Environ <u>checking sanitation</u> in SRO hotels, but they notify building managers in advance and prese specific food safety inspections in restaurants and related facilities. Again, they show DPH



The IRS reports a wave of calls and emails from fraudsters seeking fees to speed up delivery of the \$1,200 "Stimulus Check."

The SERD advises that if canvassers claiming to represent the DPH or CDC call at your bor 2020 Westside San Francisco Media: No portion of the articles or artwork may be without expressed consent: _____

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James Madison Freedom of Information Awar(Society of Professional Journalists, NorCal Chapter The FTC advises to hang up on robocalls. Do not press any numbers or answer any question more robocalls. Whether commercial solicitations come by phone, email or text message, wire money. Beware also of fake COVID-19 charitable solicitations. Check to see if the cha calls for donations. Report solicitation scams to the FTC at 1-877-382-4357.

Snake Oil The World Health Organization (WHO) has <u>alerted</u> the global community at that claim to prevent, detect, treat or cure COVID-19." Notably, deceptive websites generally landline phone number. Consumers are advised to seek guidance from a medical profession scammers are flooding the US market with fake or untested sanitizers and disinfectants, c coronavirus. The Environmental Protection Agency (EPA) lists approved sanitizers and <u>three</u> retailers who sell unregistered COVID-19 related products.

Social Security Scams The Social Security Administration (SSA) is <u>warning</u> the threatening suspension of Social Security benefits due to COVID-19 – related office closure recipients to call a number operated by scammers. They demand personal information or j wire transfer to preserve your benefits during the COVID-19 shut-down. The SSA emphasiz Security payments or benefits during the pandemic - or demand fees. Report these crooks

The IRS <u>reports</u> a wave of calls and emails from fraudsters seeking personal information c the \$1,200 "Stimulus Check." The official term is "Economic Impact Payment" and the IRS ; your bank account. The IRS does not call or email taxpayers to verify personal or banking i identity theft cons. Do not open "IRS Emails" or click on any links or attachments within the involves sending taxpayers a bogus IRS check with directions to call a number to verify the it. Report such scams at; <u>https://www.irs.gov/privacy-disclosure/report-phishing</u>.

Information and caution are protective against cheats. Get definitive guidance and subscrifor Disease Control and Prevention at <u>https://www.cdc.gov/coronavirus/2019-ncov/whats</u> Public Health provides information and updates on COVID-19 at; <u>https://www.sfdph.org/dj</u> City's overall responses can be tracked at; <u>https://sf.gov/topics/coronavirus-covid-19</u>.

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April-May 2020

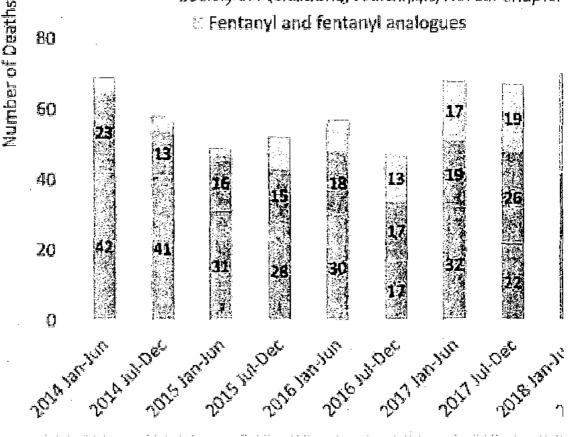
Fentanyl & Meth Push Overdose Deaths to

2020 Westside San Francisco Media: No portion of the article



James Madison Freedom of Information Award Socioty of Professional Jourawists, NorCal Chapter

E Fentanyl and fentanyl analogues



by Dr. Derek Kerr

80

here's another deadly epidemic in the City. Until now, San Francisco's robus reduction programs had forestalled the opioid overdose epidemic sweepin Press Release and Health Commission presentation detailed how fatal dru projected 400 cases in 2019. Deadlier than homicides, suicides and traffic

overdoses are now primarily driven by fentanyl. Most casualties are men, 40 to 59 s disproportionately African-American.

Fentanyl

A potent and fast-acting opioid, fentanyl is about 100 times more potent than morphine heroin. Formulated in 1959 to control pain from cancer or surgery, fentanyl was later ac because it's cheaper to produce and easier to smuggle than heroin. As detailed in journ Fentanyl, Inc., it mostly comes from China where chemical companies synthesize recre subsidies. These labs produce fentanyl variants or precursors that haven't yet been dec

them to US clients and Mexican cartels, Ironically, criminalizing heroin has spawned a j © 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.

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James Madison Freedom of Information Awarc additive mixed into various street drugs to give them more Kick. Despite its potential the street opioid of choice because it's cheaper and delivers a better rush, per Dr. Phillip Substance Use Research. Because the purity of street fentanyl varies, users don't know overdoses. <u>Data Dr. Coffin shared</u> with the *Westside Observer* shows that fentanyl-relate annually since 2015, reaching 162 in 2019. But that's a partial count due to the 6-month and toxicology results. DPH projections for 2019 foresee around 200 fentanyl-linked ov fatalities far exceed heroin plus prescription opioid deaths.

To counter the overdose epidemic, the DPH employs a Harm-Reduction model. This inc and clinics, freely distributing naloxone (Narcan) a drug that reverses opioid overdoses strips so users can check their stash, and planning drug sobering centers. Needle acce to smoke rather than inject fentanyl and offer aluminum foil to facilitate this safer optic single-room occupancy hotels where 30% of overdose deaths occur, advising drug user Treatment strategies include easing access to methadone and buprenorphine (Suboxo Once implemented, Mental Health SF will expand these services.

Methamphetamine

Methamphetamine is largely produced by Mexican cartels that import the chemical pre cocaine, it's a stimulant but longer-lasting and cheaper. Meth-related overdose deaths 1 decade. However, the numbers exploded in 2019. As the Medical Examiner told the WS deaths as of March, with a projected total of 252. That's double the 126 meth deaths lo overdoses, the DPH found that 47% of Psychiatric Emergency visits in 2017-18 were me

Although no medications can reverse methamphetamine overdoses or block cravings, Contingency Management, whereby users receive cash rewards for staying clean. <u>Sena</u> Senator Scott Wiener, would provide Medi-Cal coverage for this intervention. Based on I <u>Force</u> recommendations, a 12-bed Meth Sobering Center with access to counseling and Tenderloin this year.

Overdose Deaths and Prevention

Overdose deaths refer solely to acute drug poisonings. They exclude drug-related death injuries, and infections. Also excluded are alcohol related deaths that are categorized d overdoses involve multiple drugs, it's difficult to determine which one was lethal. For ex methamphetamine overdoses involve other drugs - mostly fentanyl. So fentanyl contrib attributed to meth, cocaine and heroin. When one death is caused by 2 drugs, it general reports. That's why the sum of individual drug-related fatalities exceeds the number of .

22 Werall opicites methzand cocaine have already claimed 330 lives but are projected to 020 Wesside San Francisco Media. No portion of the anticles operativol sinal void of the studio of the anticles operativol sinal void of the studio of the

WESTSIDE BSER

James Madison Freedom of Information Aware 2006 to 2016, injection drug users increased from fewer than 10,000 to almost 25,000' stayed flat. And it isn't due to the national prescription opioid epidemic. Local prescript steadily dropped since their peak 2010. The breakdown in the City's containment effort availability and desire for fentanyl - and meth.

To curb the availability of dangerous drugs, the US Attorney for San Francisco launchec dealers and suppliers last August. This "<u>Federal Initiative for the Tenderloin</u>" started by drug traffickers who commuted from the East Bay. This intervention gave residents a w intimidating open-air drug market. Yet, prior drug raids by the SFPD faced criticism for t needed, such enforcement measures bring transitory relief.

Our overdose epidemic gives reason to establish Supervised or Safe Injection Sites like As reported in the September 2017 WSO, Safe Injection Sites (SIS) can prevent overdos facilitate addiction treatment, but may relieve a fraction of the problem without improvidrug users is low due to registration requirements and the stronger allure of the street s that more City users wanted "food and showers" than drug treatment from an SIS. Injectraumas and despair that drive addiction.

San Francisco's 3-year quest for SISs has been thwarted by federal prohibitions and op enforcement groups. Hopes that the State would protect SIS operators were dashed wf <u>Assembly Bill-186</u> in 2018. Brown called the bill "all carrot and no stick" for "enabling ille without requiring treatment for addiction. With Governor Newsom in office, an identical Senator Scott Wiener and re-branded as an "Overdose Prevention Program" was introdu This February, Supervisor Matt Haney called on the Governor to issue an Executive Orde Site" in San Francisco.

Hopes soared this February when Philadelphia got Federal Court approval for an SIS by decrease rather than enable drug use, thereby not violating federal law. However, a <u>publ</u> the local US Attorney torpedoed the plan. Although Mayor London Breed <u>introduced leg</u> SIS, US Attorney David Anderson who orchestrated the Tenderloin drug raids <u>vows to sl</u> impact of the COVID-19 pandemic on efforts to contain the opioid epidemic.

All told, the DPH funds 65 programs to provide drug and alcohol treatment services – a mental health budget. Contractors served 5,975 substance abuse clients last year. Yet i show the Health Commission that its many – and costly – interventions are still effective deaths, drug-related Emergency Room visits and hospitalizations indicate that City procofficials and non-profit contractors call for more services. There's a "carrot" versus "stic approach and Federal interventions. More integration would be better than more of eac

Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideob

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter Some sewer claims were fraudulent but routinely approved by the Claims bureau, at tax as detailed in the Westside Observer in <u>September</u> and November 2014, and February 2 Hoeper's probing threatened managers close to Herrera, her investigation was shut dow her position in July 2012. She was transferred to the DA's Office and later terminated. T "Sewergate." In 2018, the NorCal Society of Professional Journalists recognized Hoepe Information Award in the Whistleblower category.

Taxpayer costs will exceed \$5 million since the City has been pay Nest law firm \$850/hour to defend Herrera. Keker & Van Nest alr \$2,267,75, back in September 2016, records show."

The Court of Appeals sustained Hoeper's awards of \$1,338,578 for lost wages, \$1,291, \$2.4 million for attorney's fees. The City argued that these awards were unwarranted ar characterizedthe City's appeals as "without merit". Taxpayer costs will exceed \$5 millio paying the Keker & Van Nest law firm \$850/hour to defend Herrera. Keker & Van Nest al back in September 2016, records show. Karl Olson, one of Hoeper's attorneys, told the 1 California Supreme Court to review the case, but only 5% of such Petitions for Review a <u>Op-Ed</u> — A special to the Westside Observer)

February 2020



Auto Burglars Assail Westside, Ea Migrate to LA

by Dr. Derek Kerr



Ithough citywide auto burglaries seemingly dropped 2% in 2019,
 they soared by 24% on the Westside. The table below is derived
 from the Taraval Police Station's excellent website. Note the surge in auto burglaries since August.

As explained in the July 2018 Westside Observer, these numbers are static. They are not updated to include late crime reports. Such updates are logged into SFPD's separate <u>CompStat database</u>. Therefore, the crime figures reported on Taraval Station's website are lower than those shown on



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James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter CompStat shows that in 2019, home and shop burglaries numbered 334 versus 507 reg That may reassure Sunset residents. As the July 2019 WSO reported, home invasions a uprising in that predominantly Asian neighborhood.

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	7
2019	157	123	112	91	107	101	131	167	189	
2018	134	100	122	100	121	104	128	135	95	
2017	121	140	157	154	176	149	148	106	115	

According to citywide CompStat figures, there were 25,677 car break-ins in 2019 versus is dubious. By the time all the delayed reports for 2019 are tabulated, the updated total reduction. On top of this, published numbers are understatements. Folks without comp bother to report break-ins when arrest rates linger around 2%. However, compared to the vehicles in 2017, the crime wave has subsided.

San Francisco isn't suffering alone with this epidemic. East Bay auto break-ins soared if there were increases of 25% in Oakland, 32% in Berkeley and 48% in San Leandro. As <u>re</u> Chronicle, East Bay police agencies have formed a "roving task force" to crack down or time. It gets worse.

This January, the Los Angeles Times <u>described</u> a new crime trend plaguing LA since 20 members have been traveling to LA in rental cars to steal belongings from autos parket Criminal tourists now prey upon regular tourists. After scouring parking lots for out-of-s cars, they brazenly break windows in broad daylight - even in view of surveillance came

Because Bay Area smash-and-grab crews are known to local cops, they hit the road to p anonymity. So, LA detectives are sharing data with their Bay Area counterparts to track data includes social media where thugs like to brag about their exploits. Last April, an C auto burglaries in Hollywood, using electric scooters to hustle the goods away. The sto Oakland and 5 people were arrested.

What's happening closer to home? The WSO asked Taraval Station's Captain Nicholas Westside car break-ins. He indicated that he was reviewing the crime data with his staf comment.

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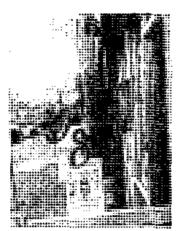


James Madison Freedom of Information Awar(annabis in san Francisco; ເກຍໂຊເອງເຊຍເຊຍແຫຼງ ແລະ ເຊຍີ່ມີ marijuana industry, shows how efforts to curb the illegal market while helpi on Drugs can backfire.

In 2016, 74% of San Francisco voters passed California Proposition 64, allowing cannabis for adults over 21 without a prescription. Since January 2018, these recreation been tracked from "seed to sale" to ensure consumer safety and prevent illegal diversic



This quagmire burdens taxpayers . . . In 2018-19 it collected \$360, operating budget. Those fees came from existing businesses. But i zero application fees due to the logjam. Yet, its operating budget w



Doors are open at 2161 Irving St.

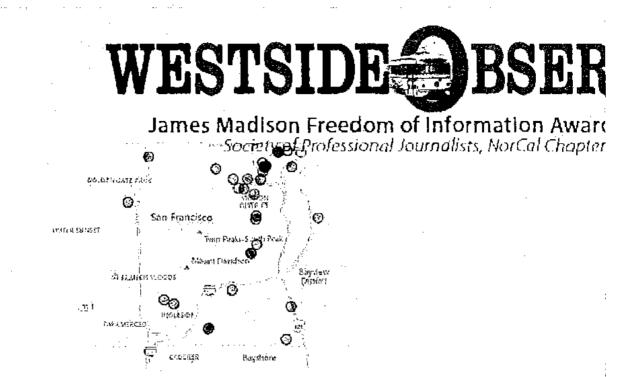
created a self-defeating solution.

With this mandate, the Board of Supervisors passe cannabis businesses 600 feet away from schools a and along commercial corridors. Then <u>Ordinance 2</u> process. It included an Equity Program that prioritiz the War on Drugs, and an amnesty program so som the legal market by complying with regulations. The to manage these processes. The Controller's Office permitted cannabis operations.

The land-use Ordinance worked, as shown by the O At this time, the only Westside storefront dispensal and medicinal cannabis is Barbary Coast Sunset at two on Ocean Avenue are closed for renovations. B

REGULATORY LOGJAM: Although 212 cannabis businesses are authorized operating. That's way less than the 387 operating in Oakland. Of these 118 operating bu retailers and all were pre-existing or pre-approved Medical Cannabis Dispensaries. Like only retailers, growers, manufacturers, and distributors were already in place. New busi That's because Equity Program applicants hold top priority. By City law, no other applicate equity entrants get 50% of all permits issued. Only three equity entrants have been applicately.

EQUITY REVERSAL: Equity Program applicants must meet strict criteria invo and school attendance, loss of housing, or arrests for cannabis-related crimes. Then, th approvals from SFPD, Cannabis, Planning, Public Health, Building Inspections and Fire, applicative Because of this officiency complexity, and because the Office of Cannabis has it state san Fancisco Media No notion of the afficiency of the Strike Strike States and Strike Strike



Cannabis Storefront Retailers in San FranciscoStorefronts are heavily clustered in the Market Street corridor. Note: Delivery-only retail operators not §

store-front dispensaries. Another 144 await approvals for delivery-only outfits or cultiva distribution operations. The backlog is so bad that new equity applicants face an additibeing considered. As for non-equity applicants, they're shut out entirely.

Meanwhile, equity applicants are crushed by expenses since they must maintain a site Rent alone can amount to hundreds of thousands of dollars while waiting for a permit. equity applicants are forced into debt. Or, they sell ownership shares to well-heeled inve companies. Either way, the aims of the Equity Program are thwarted.

Although a Community Reinvestment Fund was set up to offset costs for equity applica City fears liability for aiding sales of a federally-outlawed drug. Further, there are so may that the market will be saturated before they're all approved, per the Controller's analysi

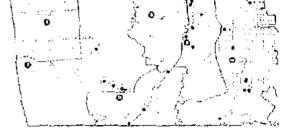
As for the black-market entrepreneurs who opted to go legit, they're stuck in the permit thriving illicit market that <u>dwarfs</u> the legal upstart by a factor of 3 to 1. As the Report cc undermined its own equity goals and intent to eliminate the illicit market."

ECONOMIC BURDENS: This quagmire burdens taxpayers. The Office of Car permit application and renewal fees. In 2018-19 it collected \$360,000, about half of its came from existing businesses. But in 2019-20 it will collect zero application fees due budget will top \$1 million. Deficits will persist until the Office of Cannabis clears the bai all 12 City departments supervising the cannabis industry, the cost to taxpayers exceed cannabis sales taxes covered these losses. That may not last. After 3 years of steady it declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar declined by 16% then leveled out in 2019.

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal-Ghapter



Retail Storefront Locations of Proposed Equity Business (currently in queue). Out of applicants,133 are applying for storefront retail. The proposed locations are heavily (Union Square, the Mission and SOMA

PUBLIC SAFETY PRESERVED: In 2006, the City assigned marijuana officiential priority. Since then, cannabis arrests have steadily declined, although African-American disproportionately affected. SFPD incident reports show a 17% drop in cannabis offens adult-use was legalized. However, this number does not include low-level infractions. In comprised 0.1% of recorded City crimes. As for marijuana-related complaints reported 0.003% of 2018 calls. The Westside enjoys the lowest incidence of cannabis-related cri logged just 4% of the City's 2018 total.

In accord with other studies, the Controller's Report found that property and violent crin retailers dropped by 2%, whereas they increased citywide. Larceny theft and burglary pr dispensaries – but also throughout the City and at similar rates. Since dispensaries clu Controller's Report concluded; "...crime that occurs near cannabis locations is likely driv commercial districts, rather than the notion that cannabis operators attract more crime

California Highway Patrol records showed that cannabis-only stops for San Francisco a 2018. Those 31 cases were 10 more than in 2017, a post-legalization increase. However increased and comprised 82% of DUIs. The remaining DUIs involved other drugs or mix cannabis was used with other intoxicants.

PUBLIC HEALTH CONCERNS: When adult-use cannabis was legalized, t consumption and limit access for young people. Current data for San Francisco is lacki recreational marijuana was legalized in 2012, there was no change in youth use rates. t cannabis use among youth decreased - even as many states legalized marijuana.

According to SF Unified School District surveys, suspensions for drug possession (largi numbers are small. There were 57 suspensions in 2018 compared to 44 in 2017 – amo is the popularity of vaping, given the outbreak of life-threatening pneumonias likely cau source include the second and the outbreak of second second and the second second second and side San Farciero Media No potterior includes or attward by the second second second second second second second side San Farciero Media No potterior includes or attward by the second seco



James Madison Freedom of Information Awar(have increased slightly since 2018: Addin, the mumbers are small; averaging less than i encounters. On the other hand, cannabis admissions to DPH Substance Abuse Treatme 2018, just <u>355 or 4%</u> of admissions were for marijuana. Per the Controller, these number reduce cannabis, just further monitoring.

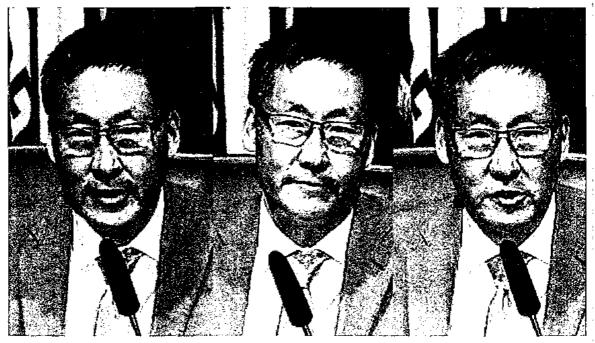
The Office of Cannabis has ralled City departments to streamline the permitting proces applicants, a \$1.3 million grant was secured along with pro bono legal assistance from 8-member <u>Cannabis Oversight Committee</u>, inaugurated in December 2019, will advise t "facilitate socially responsible growth of the cannabis industry." Hopefully, it will help to recommendations detailed in the Controller's Report.

Dr. Derek Kerr is a SF investigative reporter. Contact: watchdogs@westsideobserver.com



SFPD and the FBI

February 2020



Supervisor Gordon Mar opens the hearing investigating the Joint Terroris

by Dr. Derek Kerr 2010 Westside San Francisco Media. No portion of the articles or artwork may be sub- without expressed consent.



James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter That arrangement was <u>secretly renewed</u> in 2007, adding tighter FBI controls and secret Commission. When its contract with the FBI expired in February 2017, the SFPD bailed concerns and the turmoil of switching its Police Chiefs.

... Supervisors unanimously passed the ... transparency and acc ... In effect, the law authorized SFPD brass and City officials to ov Joint Terrorism Task Force investigations."

San Francisco Taxpayers Tapped Previously, the SFPD had usually ass to the JTTF under the direction of the local FBI Office, and ultimately the US Attorney G paid their salaries. These officers received Top-Secret security clearances and access t identities were secret. They signed non-disclosure agreements that barred information and underwent polygraph exams. As federal deputies, they could operate anywhere in t maneuver beyond local civilian oversight and local privacy and civil rights laws. Nomina by such laws, notably SFPD's <u>Department General Order 8.10</u>: Guideline for First Amene

Supervisors Weigh In DGO 8.10 was designed in 1990 to prevent police intriprotests, and political assemblies. In the post-9/11 era, unwarranted JTTF practices be Alarming reports and warnings were issued by the <u>Human Rights Commission</u>, <u>San Fra</u> and <u>79 civic groups</u> represented by the Asian Law Caucus, Council on American Islamic Accordingly, in 2012 the Board of Supervisors unanimously passed the <u>Safe San Franci</u> govern SFPD participation in federal counter-terrorism activities. The Ordinance enshrif DGO 8.10's transparency and accountability provisions. It also mandated Police Comm between the SFPD and FBI. In effect, the law authorized SFPD brass and City officials to investigations

That expectation proved unworkable because the FBI included "threat assessments" in activities. FBI "assessments" seek information about persons who may threaten nation laws. Unlike formal investigations, no "reasonable suspicion" of criminality is required. allowed more intrusive practices like pretext interviews, physical surveillance, telephonideploying informants, all without evidence of wrongdoing. <u>Anyone could be targeted</u> be or race, thereby landing on a federal "terror watch list". Despite the slippery taxonomy, "investigations that can circumvent criminal justice principles and First Amendment right.

SFPD and FBI Conflicts As the FBI White Paper admits, such assessments SFPD officers working as JTTF agents. Further, these assessments "usually involve, on First Amendment activities" © 2020 Westade San Francisco Media Noportion of the attlete science Media Monor Media



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ACLU Lawyer John Crew

Accordingly, none of the 119 assessments/investigations conducted by SFPD's JTTF a received departmental approvals. None were forwarded to the Police Commission or th Accountability, records show. That's because none targeted "solely constitutionally prot repeatedly told the Police Commission. But, "That's the FBI standard – not the SFPD strattorney and police practices expert John Crew and several Commissioners at the expl DGO 8.10 requires approvals and oversight for investigations that "**involve**" First Amene that "**solely**" target such activities. The SFPD had been bending, if not violating, its own investigative and secrecy tenets.

Worse, SFPD's JTTF activities defied the oversight imposed by the Safe SF Civil Rights activities are classified, they were withheld from SFPD brass, the Police Commission ar Accountability. Those folks lack security clearances. Indeed, the Police Chief's <u>annual</u>. Commission merely assert proper conduct, without evidence. The FBI White Paper add by proposing workarounds including, "sanitizing" JTTF reports, or amending DGO 8.101 information" from the Police Commission.

Secrecy in Violation All this secrecy surrounding JTTF investigations nullifie assurance that it "did not detect any instance of non-compliance with a DGO" by SFPD's highlighted by former FBI counter-terrorism expert Mike German at the must-see Gover Westside San Francisco Media. No portion of the articles or artwork may be

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James Madison Freedom of Information Awarc adopted in San Francisco and California. And those protections can be stashed, depend and President. As local politicians including Mark Leno, Scott Weiner, Jeff Sheehy, Tom Rafael Mandelman and Angela Alioto <u>warned</u> in 2017: "if this (Safe SF Civil Rights) Ordi enforced...local offices will become entangled in the implementation of Trump's policie: and residents have unequivocally rejected." On the other hand, the Police Officer's Asso Commission to restore its JTTF partnership, decrying that it was abandoned "in a politi

Currently, JTTF policies are antithetical to transparency and accountability. Upholding E Francisco Civil Rights Ordinance keeps the SFPD accountable to the community it serve Involvement in JTTF political surveillance entrains our police to view First Amendment Worse, more law-abiding San Franciscans view police as potential threats because <u>unre</u> contravene civil rights. There are other ways the SFPD and FBI can collaborate to addre the JTTF, as Portland, Oregon has done, strengthens public trust in the SFPD.

Note: Source references for this article are provided as links in the electronic version at

Acknowledgement: **Mission Local and The Intercept** first reported on the FBI White Pal Dr. Derek Kerr is a SF investigative reporter. Contact: watchdogs@westsideobserver.com

December 2019



Hedging the Shake-Up at Laguna Hond

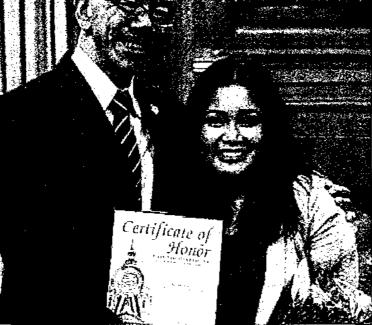
by Dr. Derek Kerr

hree months after Laguna Honda Hospital (LHH) CEO Mivic Hirose and Quality Dire ousted, another top executive has fallen. On Sunday, October 7, Acting CEO Maggie "Madonna Valencia, our Chief Nursing Officer, has left Laguna Honda Hospital." By this as an opportunity for us to welcome meaningful changes to our standards, rep Valencia's exit to the patient abuse scandal <u>covered</u> in the September Westside Ob Restoring LHH's standards, reputation and purpose won't be easy given the long tenure Hirose. Hirose <u>served</u> as Associate Director of Nursing since 1999, then as Chief Nursin as CEO from 2009 until the scandal emerged this June. Over those 20 years, Hirose hel culture. Lackeys were recruited, mentored and boosted into positions of power. As <u>repr</u> *Westside Observer*, some nurses openly denounced "favoritism, nepotism and cronyisn will be to manage and transform her predecessor's entourage.

The long-delayed departure of Valencia is intriguing. After all, she was directly responsi nurses who abused 23 patients as well as their negligent supervisors. Retaining Valenc Director looked like scape-goating. The palatable rationale for keeping Valencia was to 2020 westside san Francisco Media. No portion of the angles of ontwork may be a scient without expressed consert. At 15% of



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CNO Madonna Valencia with Supervisor Norman Yee

...inspectors found that 5 patients had been drugged with non-p sedatives. All suffered life-threatening overdoses ... caused by me drugs smuggled into the hospital. LHH physicians knew someth wrong."

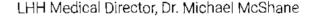
Using the passive term "has left" for Valencia's exit is interesting. In fact, records show Nurse Manager job paying \$202,852/year elsewhere within the DPH. Similarly, the ex-Cl soft-landing into a <u>well-paying job</u> at SFGH. Such reassignments avoid recriminations fi skeletons are buried. Given the swirl of investigations by State and City agencies, more are expected.

A cone of silence hovers above LHH's Medical Division. California Department of Public found that 5 patients had been drugged with non-prescribed opioids and sedatives. All overdoses requiring emergency transfer to outside hospitals. The overdoses were caus drugs smuggled into the hospital. LHH physicians knew something was seriously wron hospitals conveyed their alarms.

In February 2018, one outside doctor notified LHH Medical Director, Dr. Michael McShai internal investigation was underway," per CDPH records. Another kept a patient hospita stside San Francisco Media. No portion of the articles or artwork may be



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months later, by chance, an unrelated investigation of an employee dispute exposed the pilfered meds. What happened with LHH's physician-run Medical Quality Improvement (Improvement & Patient Safety Committee? Both are charged with probing adverse med

Meanwhile, LHH has stepped up its reporting of adverse incidents to the State. In May : scandal erupted, LHH sent 20 reports of alleged abuses and other lapses to CDPH. In J scandal, LHH forwarded 37 reports to CDPH. In August, it was 42. Health Director Dr. G "as Laguna Honda changes its culture, there may be an increase in the volume of incide

Another kept a patient hospitalized for an extra week, afraid to s death" at LHH. Apparently, LHH's internal medical investigation months later, by chance, an unrelated investigation of an employ the patient druggings with pilfered meds."

A burst of reporting is expected because staffers have been rattled by the scandal and the culture is another matter. One can be open about symptoms but silent about the un on 9/10/19 LHH finally admitted that there had been a 50% increase in AWOL cases co the trend has been <u>ignored for 4 years</u>. Recently, almost 1 in 3 patients discharged to the by going AWOL or signing out against medical advice. Further, theft/loss reports and be quadrupled over the prior year. Notably, there was a 54% increase in "Serious Incidents" although a change in reporting methods may explain some of the rise. But the cause of shrouded.

LHH officials won't admit that DPH's Flow Project brings disorder that undermines patic careoivers increased altercations, threats, thefts, and AWOLS are predictable with the 2020 Westside San Francisco Media, No portion of the afficies of artwork may be

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Back in December 2016, the CDPH issued an "AA" citation (the most severe), plus a \$10 detailed in the February 2017 Westside Observer, a nurse had parked an elder's wheelch set the brakes, resulting in a fall and a fatal head injury. Surprisingly, LHH contested tha Attorney sued the CDPH to drop the citation and fine. In Superior Court case #<u>CGC-17-5</u> LHH's lapse did not warrant an "AA" citation and that the fine was invalid as it was issue investigation rather than within 30 days as required. After 2 years of legal wrangling, the an "A" but wouldn't budge on the \$100,000 fine. However, the cost to taxpayers will far 6 Attorney fees.

In comparison, the recent abuses of 23 patients were deemed so grave that CDPH insp state of."Immediate Jeopardy" – the top category of patient endangerment. State pena already levied. If the City again litigates against them, it could signal that Laguna Hond protected.

Dr. Derek Kerr was a senior physicians at Laguna Honda who exposed wrongdoing by the watchdogs@westsideobserver.com

November 2019



by Dr. Derek Kerr

n August 6th, gunmen shot Brandon Lee in the face and back outside his home in Ifuga Philippines. On the way to the Baguio City Hospital, he repeatedly shouted that the Phili for the attack. Internal bleeding required transfusions. Numbness below the waist indic surgery to remove a bullet lodged in his jaw, he suffered several cardiac arrests. Weeks 2020 Westelde San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Award where he met now-Supervisor Gordon Mar. However, it was his joining the Filipino Students League that set him on his life's path.



...soldiers had repeatedly appeared at IPM offices, asking about Brandon's whereabouts,

office hours, and family members. In an e-mail to his brother Aai worries for the safety of his family and colleagues due to the gov and harassment."

In 2010, he moved to the Philippines to pursue his passion; helping farmers and indiger He became a permanent resident, married Bernice and raised their daughter Jessie, no a correspondent for the <u>Northern Dispatch</u>, an English-language weekly news outlet. His government corruption, military depredations under Martial Law, the framing of politica environmental justice. Also, he volunteered as a paralegal for the Ifugao Peasants Mov-Dispatch open letter declared, "The attempt on the life of Brandon is to sow fear and to communities of Ifugao fighting against a corporate-led hydro-electric project and his co people's mass movement."

His writing was fearless. In a May, 2014 article titled; "Phil. Army Desecrates Ifugao Deasoldiers raided homes of local farmers at gunpoint and forced them to open the coffins searches were part of the Aquino government's anti-insurgency program that he labeler bravely took over some duties of the IPM paralegal officer who had been murdered after a "communist sympathizer". Per the <u>Inquirer Northern Luzon</u>, "In 2015, Lee was among "members accused by the military of supporting the New People's Army" - the armed will Communist Party. A slew of Facebook threats and vilifications such as "terrorist" and "d Brandon and 9 colleagues were mailed pictures of Ifugao burial blankets – an implicit c references to "GTFO" (Get the F—k Out) and "NorCal" – pointing to his "outsider" Americ publicly in 2018, after another colleague who campaigned against the hydro-electric pla Army investigators asked Brandon to name his coworkers, he disclosed just two - those

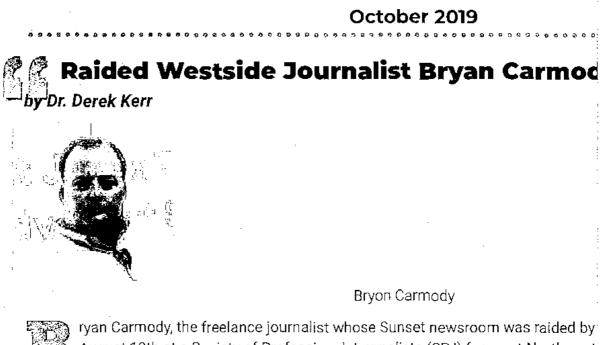
In the days and weeks before being shot, soldiers had repeatedly appeared at IPM offic whereabouts, office hours, and family members. In an e-mail to his brother Aaron, Brani safety of his family and colleagues due to the government surveillance and harassmen commander Maj. Gen. Pablo Lorenzo <u>stated</u>; "As regard the propaganda issue wherein Philippines) is behind the alleged shooting incident, this is devoid of logic and factual b interests of the government and AFP". Instead, Lorenzo proposed that the Communist Journal of the state of the government and AFP."



James Madison Freedom of Information Award murdered in 2018. This April. อยิร์ชฟิท BbBrobs รับอิธีสุปรอช เออร์ เลี้ยง เป็นเป็น 2097 191 sanctioned extra-judicial killings that had "taken the lives of 29,000 Filipinos", including

Brandon's family and friends have stayed with him, given the ominous intrusions of mili Supervisor Gordon Mar publicly condemned the "unconscionable human rights abuses Sunset District fighting for his life." Mar also lobbied the US Embassy to afford Brandon American citizens. Supervisor Matt Haney flew to the Philippines on a fact-finding miss hospital. On 9/10/19 the Board of Supervisors unanimously passed a Resolution calling evacuation" for medical care, a Congressional investigation, and suspension of US milit resolved. A Go Fund Me campaign has been set up to raise money for Brandon's medic via airlift to San Francisco.

Dr. Derek Kerr is a San Francisco investigative reporter Contact; watchdogs@westsideob





August 13th at a Society of Professional Journalists (SPJ) forum at Northwest Journalism in San Francisco. The panel included National SPJ President, J. Ale the media lawyer who represents Carmody.

<u>Carmody was catapulted into international controversy after the SERD broke into his ho</u> 020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed conse



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National SPJ President, J. Alex Tarquinio

"Woken up from a deep sleep" by the sledge-hammering of his gate, a shirtless Carmoc as gun-toting officers plundered his belongings. Upon asking to make a call, a cop offer ahead and unlock it for us." No way. Similarly, Carmody said nothing to 2 FBI agents wh conspiracy" and "obstruction of justice". The cops then raided Carmody's office at 794 where they confiscated computers, cameras plus 30 years of notes and digital photos. equipment, no way to work. A friend set up a GoFundMe campaign to replace \$6,000-w the SFPD returned the devices but security experts advised him not to use them.



Thomas Burke

Attorney Tom Burke explained that the raids were prohibited by the <u>California Shie</u> protects journalists, including freelancers, from being forced to reveal their s information. Importantly, it also protects sources. After the home and office raid March 1st, the SFPD had acquired 3 other search warrants for Carmody's cell phor phone numbers, text messages and location data. All 5 warrants were subsequ judges who issued them, because the SFPD had failed to tell them that Carmody h SFPD.

Burke was confident that the SFPD wouldn't use the seized information However, the SFPD now knows the phone numbers of police officer

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James Madison Freedom of Information Award wayor Lu Lee ureu. As ior verfigging of Brokessig nghi an profistary have applied raised their reliance on stringers - freelance photojournalists who cover breaking news the story, Carmody decided his best defense was to "talk to everybody and anybody."

Attorney Tom Burke asserted that "receiving and requesting information" is part of "the journalism." City Hall's "condemnation and lack of appreciation for what journalists do (search warrants for journalist sources are generally illegal, journalists can be subpoena advance notice to seek legal counsel. Even though the Shield Law protects sources from raids would inhibit sources from contacting journalists. Burke was confident that the SI information in a legal case. However, the SFPD now knows the phone numbers of polic with Carmody. As for the FBI involvement, Burke was mystified. Carmody previously inc public corruption, a charge that would apply if a police officer sold the stolen report. Ca happen; "I did not compensate, in any way...the officers who were involved in this - not

In 30 years of practice, Burke said "I've never known an American journalist, who hadn't targeted." That targeting was fueled by outrage from the Board of Supervisors, the May and Adachi's family. Once the City Attorney informed Police Chief William Scott that his and barraged by media criticism, Scott apologized.

The Carmody search warrants were pursued by the Internal Affairs Division – part of SF Scott. As ex-cop Lou Barberini reported in the July Westside Observer, there are "cowbc Affairs Division. Their botched raids resembled the retaliatory "get-the-cop" investigatic Accordingly, Carmody received sympathy; "Most of the rank and file came up to me and was wrong." Further, the Police Officers Association blasted Chief Scott as "deceitful" fi diligence by department investigators" when the fault arose within his administrative ci

Given law-enforcement capabilities for unlocking computers, Carmody advised, "Don't y want someone to see." He admitted that he "would have been sunk" without Burke's leg are threatened by police can find legal help through SPJ's NorCal chapter or the First Ar

Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideob

September 2019

Laguna Honda's Silent Abuse Sca

ьv'Dr. Derek Kerr

n July, the California Department of Public Health (CDPH) declared a state of "Immedia survey found that 2 Licensed Vocational Nurses (LVN) and 2 Certified Nursing Assistan 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



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020 Westside San Francisc

Acting CEO Margaret Rykowski

treatment. Another sprawled on the floor in a soiled diaper. Some were filmed as a affronts or asked to borrow money. One was being kicked by a staffer; another muphotos and videos had emerged incidentally during a staff-to-staff sexual harassn families a "Notice of Data Breach" disclosing privacy violations – without mentioning th

Worse, 5 patients were drugged with non-prescribed morphine, methadone, and tranqui threatening complications and emergency hospitalizations. An LVN had pilfered the me He and a CNA exchanged text messages joking about making patients "sleep" and disp medications. They were on duty when the druggings occurred. One patient was treated urine tests showing non-prescribed narcotics between January and August 2018. He di caregivers, the perpetrators received annual Abuse Prevention and Reporting training.

Silence arises from a mistrust of leaders and fear of retaliation. Sil lack of empathy. Health care without empathy leads to abuse and n top 3 causes of patient harms are lapses in supervision, leadership All are aggravated by fears of speaking up."

In a 2015 <u>lecture</u>, Dr. Ron Wyatt, from the Joint Commission on Accreditation of Hospit Silence as detrimental to patient safety. The remedy, a Culture of Safety, requires trust t result in action and improvement. Silence arises from a mistrust of leaders and fear of a lack of empathy. Health care without empathy leads to abuse and neglect. Nationwid harms are lapses in supervision, leadership and communication. All are aggravated by:

Leadership: Organizational climate is set at the top. Unethical or incompetent leaders e below. When leaders are selected for obedience rather than competence, they are easil setbacks. Worse, they are threatened by competent subordinates and often push them CEO John Kanaley in 2004, then Mivic Hirose in 2009, loyalists were rewarded and critic work, LHH managers pursued recognition and trumpeted awards. A PR Director was hij achievements. A puffy website was created. Happy faces crowded LHH's Facebook pa

James Madison Freedom of Information Awar The mystery is why Quality Director Regina Come 2, Who <u>Barred</u> \$278,436 in 2018; Was mistakenly reported that she had resigned. In fact, she was placed on paid administrati did not govern clinical nursing and those nurses didn't report to her. Yet, LHH Chief Nur who does oversee nurses, wasn't held accountable. Neither were the supervising nurse

Gomez's job involved reporting alleged patient abuses – once brought to her attention reporting requirements, LHH reported more cases: 28 over the past 2 years. LHH was d cases, 9 for tardy reporting. All were patient-to-patient altercations. That helped sink LH a proud 4 stars to a mediocre 2 stars. Ironically, Gomez's amplified reporting set the state separate spate of patient abuses by staff went undiscovered, Gomez was apparently fin authority.

Paradoxically, Gomez was replaced by Troy Williams, SF General Hospital's (SFGH) Qua State inspectors threatened SFGH with fines and payment cuts for an improper policy a patient abuses allegations since 2016. Plus, SFGH was cited for 2 negligent deaths and services. The rationale for Williams replacing Gomez is elusive.

LHH leaders have been preoccupied with flow, rushing patients in and out to accommo care turned to process, churning out data and dashboards. "True North metrics", core n "Kaizen" workshops became proxies for patient well-being. For example, LHH's May 5th celebrated metrics showing; "100% patient satisfaction with their care experience. We a Meanwhile, managers were apologizing to the families of 23 abused patients. Splendid care.

Supervision: Gone are the days when former Nursing Director Virginia Leishman roame patients and checking on staff. In the old building, each 30-bed ward had a Head Nurse and staff. Nowadays, Nurse Managers cover 60 beds, spending much of their time at d. When important people disengage from patients, patients become unimportant. To ma wards were re-named "neighborhoods", then "community meetings" were introduced. N were out of touch with patients and their caregivers. If no one noticed that 6 staffers as supervision failed.

The mistreated patients resided on North 1 and North 2, the "Integrated Wellness" neig cognitively impaired. Per LHH's Facebook page, North 1 has; "a dedicated staff of quali experience helping residents with challenging behaviors. The program provides a variet compassionate counseling with the goal of improved social functioning." North 2 aims of life while meeting their psychosocial and emotional needs." What happened? Why we assigned to such specialized wards? How did they pass the hiring process? Why were t while working?

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James Madison Freedom of Information Awar(favoritism, nepotism and cronyism at 24A! A 2009 DAH report Warned about the tack of the problems associated with cultural dominance. A majority of LHH nurses are from the tend to be collectivist rather than individualistic. Though dedicated and caring, LHH nur out - or cannot afford the risk.

Establishing a Culture of Safety requires a root-cause analysis of why these abuses fes own Compliance Office and Hotline fail to spot the scandal? Does LHH still treat whistle abuses reported and buried? What derailed supervision on the affected wards? Were lir indifferent, or blinded by group allegiance? How did hiring and assignment practices int helpless patients? Hopefully, these questions will be addressed in LHH's "Turn-Around I

For now, LHH has promised State inspectors that all staff will be re-trained in reporting: check their patients weekly instead of monthly, and re-engage with their staff. Hiring wi questions about abuse and neglect. Tighter controls will be applied to narcotics and se allegations will be audited for timely reporting. As to why this scandal occurred, perhap proposed hearing will provide insights – if employees can safely testify.

Acknowledgement: Thanks to the current and former LHH employees who provided tip:

Dr. Derek Kerr was a senior physicians at Laguna Honda Hospital where he was fired for , by the Department of Public Health. Contact: DerekOnVanNess@aol.com

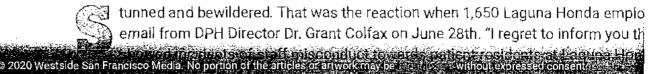
SEPTEMBER 2019



Laguna Honda's Patient Abuse Sc



Former CEO Mivic Hirose



James Madison Freedom of Information Awar(impacted patients, family notifications, and retraining of Staff in preventing and report An Acting CEO has been appointed; Margaret Rykowski, RN, Director of the DPH Office Affairs. She is a retired US Navy Reserve Rear Admiral with the Nurse Corps who previo Officer at SFGH and oversaw Laguna Honda's Health at Home program. Within 60 days Laguna Honda "Turn-Around Plan" to the Health Commission and the Mayor's Office.

Director Colfax made an accurate diagnosis when he identified a "c Laguna Honda. By allowing abuses to fester, this institutional silen patients but unfairly shamed the many dedicated workers who care and compassion. "



Former Quality Management Director Regina Gomez

So far, all that is known about the scandal is what the DPH has reported. It's telling that to "horrific actions". A more granular analysis will emerge from an investigation pursue of Public Health. Supervisor Norman Yee is seeking additional public and professional the Board's Public Safety and Neighborhood Services Committee. The Westside Obsen of the scandal and welcomes confidential input from Laguna Honda employees.

Perhaps the most disturbing aspect of these violations is that they were discovered by Human Resources investigation this January. Nobody reported the shocking miscondu Director Colfax made an accurate diagnosis when he identified a "culture of silence" at abuses to fester, this institutional silence has not only harmed patients but unfairly sha workers who care for patients with skill and compassion.

Dr. Derek Kerr was a senior physicians at Laguna Honda Hospital where he was fired for by the Department of Public Health. Contact: DerekOnVanNess@aol.com

JULY 2019

Sunset Uprising: Residents Tackle Prop

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James Madison Freedom of Information Aware



Photo courtesy: stopcrimesf.com

istrict 4 Supervisor Gordon Mar heard an earful about property crimes from his break-ins, residents are alarmed about residential burglaries and package thef worsening safety in previously low-crime neighborhoods and the targeting of C criminals.

On April 25th, Supervisor Mar held a hearing before the Board's Public Safety & Neighbor dozen residents expressed frustration and outrage. A construction contractor testified \$80,000 in equipment due to job-site and office break-ins, and a stolen truck. Yet, police were disappointing. Most of the commenters were older Chinese residents who recoun and even the theft of food delivered to a 90 year old woman. Some feared going out at people wandering about and sleeping on private property. Seeing strangers now "cause said. Amid demands for more police patrols, arrests and prosecutions, one gentleman maybe policeman sleeping?"

...residential burglary cases had risen from 137 in 2014 to 237 in 2 18% drop so far this year. In 2018, the DA filed charges in 86% of b

SFPD Captain Tim Falvey provided statistics showing a steady decrease in residential k 2015. The term robbery means that perpetrators confront victims and take property by burglaries occur without victims being present. A "hot prowl" occurs when burglars entry present but without confronting them. Taraval Station logged 57 hot-prowls in 2018 – t However, the 379 burglaries, robberies and hot prowls recorded in 2018 were less than additional 41% decline was noted in 2019.

These declines were attributed to the 2018 re-activation of Citywide Burglary and Robb across all police stations. Previously, police stations handled residential crimes within 1 Neighborhood Crime Units. That system missed criminals who worked across station k system, arrests for burglaries and robberies increased from 322 in 2015 to 465 in 2018

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Supervisor Gordon Mar-Photo: Sunset Beacon

The SFPD and Sunset residents agree that package thefts are mounting and can escala However, the SFPD doesn't track package thefts as a distinct crime. Instead, they are lu thefts and classified as "larceny/theft". Without data on the incidence and demographic the SFPD couldn't say whether Chinese residents were targeted. Despite the citywide in still handled as low-level crimes at the station level. SFPD's focus has been public eduo on Taraval Station's website; <u>taraval.org</u>.

Cristine DeBerry from the District Attorney's Office reported 16,000+ thefts in 2018. She since these were mixed into the larceny/theft category. Prosecutions are based on the anything under \$950 is considered petty theft – a misdemeanor. Although residential b 137 in 2014 to 237 in 2018, she reported an 18% drop so far this year. In 2018, the DA fi burglaries and 88% of these yielded convictions.

Kyra Worthy, director of <u>SF SAFE</u> (Safety Awareness for Everyone), explained how her c partners with the SFPD to conduct free residential security surveys. SF SAFE also sets Watch groups and Community Police Advisory Boards.

Frank Noto, co-founder of <u>Stop Crime SF</u>, described how his network of anti-crime volur rental cars to "our homes." He said crimes targeting Asians had increased and favored ¹. This organization holds law-makers, the police, the DA, and judges accountable for crim

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Society of Professional Journalists, NorCal Chapter The handouts also showed that burglaries and robberies had fallen in May, compared to of anti-crime neighborhood leaders; Amos Lim, a gay and immigration rights activist, St Wendy Wong from Coalition for Good Neighborhoods, John Zwolinski, a Neighborhood Nancy Tung from Stop Crime SF and a DA candidate. Also present was mayoral candid a "make SF safe and clean" agenda.

The multitude was separated into 4 groups. Afterwards, group leaders reported results

- Ask SFPD to provide more patrols and track package thefts.
- SFPD should facilitate crime reporting, address language barriers and improve respon
- · Increase police-community contacts to make cops more approachable and help resid
- · Seek City subsidies for security cameras and alarms.
- Know your neighbors through events like <u>Neighborfest</u>, a City program that strengther
- · Work with SF SAFE to organize more Neighborhood Watch groups.
- <u>Community Ambassador Program</u>, a City job-training program providing safety escort presence.
- Use <u>Nextdoor</u>, a free social network for neighbors to report suspicious behaviors.

All this led Supervisor Mar to form the D-4 Public Safety Working Group. Good thing be community action, crime fears intensify. Meanwhile, he has to navigate between progre approaches to crime, as well as conflicting claims of crime abatement and a crime way Captain Nicholas Rainsford for a comment but received no response.

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JULY 2019



The Struggle for Sunlight on Dark |

^{- "}Бу^іDr. Derek Kerr

he<u>Sunlight On Dark Money</u> initiative launched this March is a rear-guard action to salva politics. The back-story features a split within the Ethics Commission, the resignations and Quentin Kopp, and 2 years of excruciating deliberations that pitted the Ethics Comr Sponsored by Keane and Supervisors Mar, Haney, Fewer, Ronen and Mandelman, the Su November ballot.

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cancionae campaigns, prohibits developers pursuing land use decisions from funding campaigns for Mayor, Supervisor, or City



Attorney, and requires Independent Expenditure Committees (aka Super PACs) to name

Then-Chair Keane warned against "putting our faith in a legislative political, jockeying for Mayor, jockeying for power, one group trying Keane emphasized that he saw no need for an Ethics Commission t independently ... Keane announced "I resign" and walked out."

One impetus for this Initiative was the 2013-14 Civil Grand Jury report titled Ethics in th Pretense. It revealed that Ethics and the Board had covertly neutered Prop J of 2000, a banned "legal kickbacks" whereby City officials took contributions, gifts or jobs from th contracts, land deals or similar benefits. This "Taxpayer Protection Amendment" receive

But in 2003, Prop J was repealed by Prop E, an "Ethics Reform" Charter Amendment sp from Ethics. Prop E empowered the Board to amend - or undermine – voter initiatives if and Government Conduct Code. Sold as a more efficient way to update ethics laws, it a majority of votes; 8 of 11 Supervisors plus 4 of 5 Ethics Commissioners. Prop E drew p guarding the hen-house" features, but passed with 62% of the votes. Thereafter, conflic finance laws could be altered without a public vote. For example, in 2009 the Board and lobbyists" - those who influence City Hall indirectly by subsidizing the lobbying of astrogroups – did not have to disclose expenditures.

On 4/27/15 Ethics Chair Paul Renne asked Commissioner Keane to assess Prop J and possible ballot measures. Ethics can independently introduce ballot measures without Ethics placed Prop C "Expenditure Lobbyists" on the November 2015 ballot. Approved & opposed by the nonprofit sector. Then in November 2016, Ethics introduced Prop T to b to City officials whom they lobbied. It got 87% of the votes.

In March 2017, Keane started a "Prop J Revision Project" that evolved into a complex A Accountability Ordinance (ACAO). The ACAO sought a ban on behest payments where seeking City entitlements to fund their favored nonprofits or political committees – while behest". Keane wanted Ethics – not the Board - to place the ACAO on the ballot since it officials in terms of raising money." But it also cramped the fundraising and influence of

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James Madison Freedom of Information Aware

Society of Professional Journalists, NorCal Chapter Since the ACAO applied to nonprofits big and small, the nonprofit representatives empt nonprofits that struggle to make ends meet and serve needy clients. For these Mom-an too complicated, they argued, drowning them under layers of accountability. They coulc violations, then sued out of existence by corporate adversaries.

Nonprofits resented being stigmatized as self-serving. If they don't lobby in the land usi opening or renovating their facilities – even displacement. By necessity, nonprofit devel try to influence land use decisions. Further, nonprofit board members often serve on Ci would prohibit them from fundraising for their nonprofits, or supporting candidates who contracts and benefits. Such limits would deter nonprofit leaders from sharing their explore, they might quit their nonprofit boards to avoid conflicts of interest.

Nonprofits wanted City officials to steer donations to them. They viewed behest payme extortion or quid pro quos. So, Ethics agreed to switch from banning to simply disclosir nonprofits objected; having to report donations could discourage potential donors. Ethi accommodate their concerns. Yet after every amendment, they sounded the same refractive threatened.

The Split within Ethics: On one side were Commissioners Renne, Keane and Kopp who corruption via a ballot measure. They were generally allied with Friends of Ethics (FOE), former Ethics Commissioner and Civil Grand Jurors. FOE collaborated with <u>MapLight</u> a politics, to provide data supporting bans on certain campaign contributions and behest 2015-16, City Commissioners appointed by the Mayor had reportedly funneled \$1.1 mil mayoral agendas. Further, of \$23 million in behested payments logged from 2012-2017 serving low-income San Franciscans. FOE also pushed to limit the huge monetary impa and the resulting displacement of local residents by luxury housing.

On the other side were nonprofits and big businesses. The nonprofit cause was bolster Ed Lee appointed Commissioner Yvonne Lee who has long-standing ties with nonprofit duty to support the most vulnerable and community service organizations." She rebuffe as arising from "anecdotes" rather than facts and because negative perceptions of "Asi sisters" had incited their persecution. Commissioner Daina Chiu, a corporate attorney a Chu, initially wanted to move "expeditiously" given the "harm done." Then she drifted, ci concerns, to join Lee against placing the ACAO on the ballot. After a 9/27/17 Chronicle failing to tackle money in politics, Chiu deplored "the high-jacking of our electoral proce

The Sausage-Making Finale: At the 2/16/18 2018 Ethics meeting, the staff recommend on the June ballot. However, Supervisor Peskin's aide, Lee Hepner, implored Ethics to le legislatively instead. Peskin also wanted to insert a <u>Major Donor Disclosure</u> requirement ide San Francisco Media, No portion of the entities or at work may be



James Madison Freedom of Information Award Thus stymied, Ethics acquies 200 121 a philimeeting with the Board But at That April 201 Major Donor Disclosure proposal. The Board voted 6 to 5 against banning campaign cc. million from developers pursuing land use permits, citing the "highly diffuse and technimaking." Commissioner Kopp's motion to ban behest payments failed. Worse, most of Ordinance 129-18, took effect after the 2018 elections – thus failing to stem the torrent London Breed's mayoral bid gained \$1,248,098 in funds from Independent Expenditure (money to all other mayoral candidates.

Commissioner Renne's term ended in February 2019. Isolated, Kopp resigned in March. mentioned Ethics' failure "to illuminate so called 'dark' money" given the "refusal by sor the face of political pressure from nonprofit corporations and businesses." Keane, Kopr Sunlight on Dark Money initiative to restore some provisions that succumbed to divisio

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JUNE 2019



Tough Contract Negotiations: Unions \ Disobedience to Disrupt Inequa

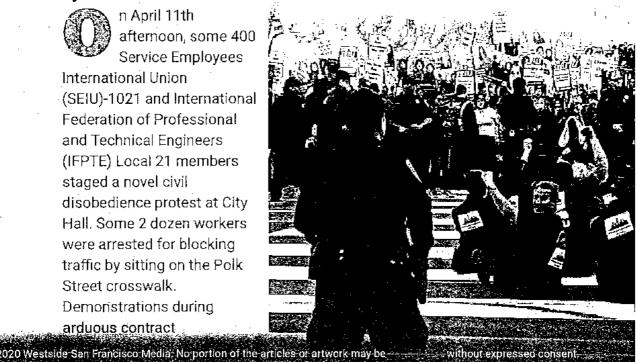
By Dr. Derek Kerr



n April 11th afternoon, some 400 Service Employees

International Union (SEIU)-1021 and International Federation of Professional and Technical Engineers (IFPTE) Local 21 members staged a novel civil disobedience protest at City Hall. Some 2 dozen workers were arrested for blocking traffic by sitting on the Polk Street crosswalk. Demonstrations during

arduous contract



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James Madison Freedom of Information Awarc stand to ensure that San Francisco is a city that Works' for everyone — "not"just the T%?" money from beleaguered taxpayers, the idea is to hold big corporations and their CEOs services and infrastructure that allow them to thrive. Recent <u>data</u> from the Institute on shows that some of the largest and most profitable corporations pay no taxes. In 2018, by 31% according to US Treasury records. Most corporations use tax shelters and subs enormous revenues from taxation. So workers and small businesses have to make up t service cuts.

...multi-billion dollar corporations like Uber and Lyft get to play by 1

have to pay their fair share towards the public services that City wc

Targeted by this demonstration were "unicorns" – privately-held start-up companies val handful of San Francisco-based unicorns are scheduled to go public through IPOs or In mint hundreds of new millionaires. This influx of wealth could further widen income ine increase homelessness and drive further displacement of long-time San Franciscans. C can't afford to live in the City and endure protracted, congested commutes.

Demonstrators displayed colorful placards of unicorn figures with messages like; "Fair "Safe and Healthy Communities," "Affordable Housing for All," "Dignity and Respect for don't get no contract, you don't get no peace" resounded throughout Civic Center as we Street waving signs and banners. That fervor was balanced by a demure minister from concluded with an appeal; "Let justice roll down like a river and let inequity wash away."

Hundreds then charged to Uber headquarters on Market Street to shame the ride-sharir workers and shielding its revenues from taxation. Union members see similarities betw 15% of City employees who are retained as temporary rather than permanent employee protections of regular workers.

Upon returning to City Hall 24 City workers staged a sit-in across Polk Street facing City traffic. Monitoring the demonstrators were some 50 police officers plus 12 Sheriff's dependence to City Hali. The police respectfully warned that arrests were forthcoming. No budged. So the cops gently guided the demonstrators one at a time to stand up to be zi waiting paddy wagons.

Apparently, rising corporate wealth and predations, coupled with shortfalls in public ser portend more discontent, protests - and strikes.

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SFMTA over the installation of transit-only Ianes. Such Ianes, separated from regular traffic, aim to improve MUNI reliability and reduce pedestrian injuries. But they eliminate the parking that sustains businesses along commercial thoroughfares. A

colorful protest against purged parking was <u>covered</u> in the June 2018 Westside Observer's "Taraval Merchants See Red Over Parking Ban."



In a March 10 letter to the SFMTA, Albert Chow, President of People of Parkside Sunset (POPS) demanded that an evaluation of planned transitonly lanes on Taraval Street be conducted as promised. <u>POPS</u> is a coalition of merchants and residents who promote local businesses as well as neighborhood activities and quality of life. Back in July 2018,

SFMTA Rapid Team Leader Michael Rhodes had assured Chow that he would compile residents and merchants" and "reconvene the small working group to share the results finalizing any staff recommendations." But the L-Taraval Project will resume this year al part is missing. POPS members worry that SFMTA is "walking back understandings an supported by then-Supervisor Katy Tang.



Simultaneously, the Controller's Office released a study of SFMTA's It was conducted because, "Members of the public report that notif inadequate and that SFMTA can appear to make decisions regardle received."

We asked Rhodes to comment, but he is out on leave. Instead, SFMTA's Philip Pierce re will continue until 2021, with ongoing community surveys and engagement with POPS. community survey of about 1000 people showed that 49% supported transit only lanes.

Simultaneously, the Controller's Office released a <u>study</u> of SFMTA's community outreac "Members of the public report that notification can be inadequate and that SFMTA can regardless of the public input received." In early 2018, SFMTA staff upgraded its public processes. Improvements included public notices with maps and project manager cont emails to interested persons, and conducting satisfaction surveys. Satisfaction ratings SFMTA's public hearing notices and from 66% to 89% on the clarity of its approval proci

Statistics aside, POPS expects SFMTA to survey merchants and residents and hold cor the impact of the transit-only lanes on merchants and residents is fully explored." In ad 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter

by Dr. Derek Kerr



ine days before the untimely death of Public Defender Jeff Adachi on 2/22/19, received an email from his office. It detailed allegations of prisoner abuse by S and offered an interview with Adachi. WSO reporters were busy preparing artic

would be time, we thought, to confer with Adachi, a former WSO contributor and St. Fra



...16 female inmates alleging that some were strip searched in view Once naked, the women were ordered to lift their breasts then squa and cough for vaginal and anal exams. They felt humiliated and deg

Adachi's message included a 1/16/19 formal complaint to Sheriff Vicki Hennessy abou the San Francisco jails and ongoing and repeated misconduct by SFSD deputies." Adac were "fearful of retaliation for coming forward with their complaints" but were willing to



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Attached were reports by 16 female inmates alleging that some were strip searched in of individual private strip searches; these were conducted en masse. Once naked, the w breasts then squat, spread their genitalia and cough for vaginal and anal exams. They f Another 15 male inmates at the San Bruno Jail reported "abuse or physical assault" by There were injuries from fists and kicks as well as being dragged by handcuffs. In all, si implicated.

Sheriff Vicki Hennessy rejected Adachi's designation of "deplorable conditions" but lau Adachi wanted an outside investigation – with good reason. Back in 2015, he had <u>expo</u> scenarios" at the Hall of Justice jail on Bryant Street. Sheriff's deputies had <u>manipulate</u> 2020 Westside San Francisco Media, No portion of the articles or artwork may be



James Madison Freedom of Information Awar(Alarmed that his current complaint Would be similarly forpedoed, Adach/and Supervise called for an independent investigation and oversight of the Sheriff's Department. After Hennessy referred the investigation to the Department of Police Accountability – witho investigative fiasco.

Mistreating prisoners is an occupational hazard for guards. That was made clear in the <u>Experiment</u>. Psychologist Philip Zimbardo recruited students to act as guards and priso after 6 days because the subjects who played guards became sadistic toward the inma that situational forces overtook the subjects' sense of morality and agency. A similar tr. Mother Jones reporter Shane Bauer who spent four months undercover as a prison guard treat everyone as human takes too much energy...I focus on proving I won't back down.' lack of self-control, my growing thirst for punishment and vengeance."

One reason that jail conditions matter is that almost anyone can be arrested. Take Sunt Kathleen McCowin, a proponent of natural grass and limited lighting in playing fields. In arrested her for peacefully protesting the rushed bulldozing of Golden Gate Park to inst lights. Her December 2014 WSO <u>article</u>, The Shame of Rec and Park, provides the back

During her one-day stay at County Jail #2, McCowin says her pregnant cellmate "Amane Amanda's cramps and leaking were dismissed. Once bleeding occurred, she was taken chained to a bed as she miscarried. Upon returning to jail, McCowin offered to switch b Amanda the lower bed. Reportedly, the guard wouldn't allow it and no menstrual pads v

The Sheriff's Department was anxious for McCowin to sign herself out as she was consistented in after a reassuring but <u>expensive</u> phone conversation with her teen daughter. I also called her daughter who was supposedly crying for her release. The deputy needle daughter's needs, hoping to get her to leave. That call was "fabricated" McCowin insists to this day. Upon recounting her jail experiences to her Public Defender, she recalls that my world."

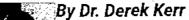
The jail environment depersonalizes all involved, so the latest allegations of illegal beat surprising. The prisoner-guard dynamic creates power struggles that compound the tra March, the Health Commission passed <u>Resolution 19-5</u> declaring; "Incarceration is a Pu "each experience of being incarcerated is physically and psychologically traumatic with their families, communities." But it's also traumatic and corrosive for guards who are ea would normally disavow. Too often, "rogue" actors are blamed instead of the pathologic cultures, role expectations, and unchecked power.

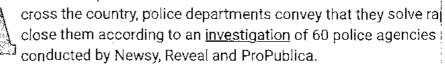
At a March 7 hearing before the Government Audits and Oversight Committee, Supervis oversee the Sheriff's handling of jail complaints. He insisted that the Sheriff's Office car the state of the Sheriff's handling of jail complaints are insisted that the Sheriff's Office car 2020 Westside San Francisco Media. No portion of the articles of attwork may be a state of the state of the state 2020 Westside San Francisco Media. No portion of the articles of attwork may be

James Madison Freedom of Information Awar(where discipline is determined solely by the Sheriff? Sheriff? Herifessy defended heresef to a chronic lack of staff and funds. However, Hennessy acknowledged that in 2018 the citizen complaint investigations, double the number of previous years. She affirmed her of 21 misconduct claims to the Department of Police Accountability (DPA). While the D testify, Hennessy agreed to require their cooperation. Since the DPA cannot pursue crin Henderson vowed to promptly refer such cases to the DA. And the DA's Chief of Staff, C willing to assist and pushed for immediate referrals. It seemed that Jeff Adachi's death collaborate - and resolve his last complaint.

Dr. Derek Kerr is an SF award winning investigational Journalist. Contact: DerekOnVanNe

APRIL 2019 City's Lapses in Rape Reporting and Han Reforms





The public views arrests as the way to clear rape cases. But police agen even when suspects go free and victims don't get justice. Nearly half of [

studied cleared more rape cases by "exceptional clearance" than by arresting a suspec Oakland PD reported that 60% of rape cases were cleared in 2016. When journalists ob out that only 13% of rapes were solved by arrests while 47% were solved by "exceptional

Exceptional clearance is the term used when police have enough en arrest, and know who and where the suspect is, but can't make the circumstances outside their control. These include when the suspeincarcerated, when the District Attorney declines to prosecute, or v the case."

Exceptional clearance is the term used when police have enough evidence to make an where the suspect is, but can't make the arrest due to circumstances outside their cont suspect is dead or incarcerated, when the District Attorney declines to prosecute, or when the wever, some police agencies stretch this definition.

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P1216



James Madison Freedom of Information Awarc rape cases – 87 more than what Was reported to the Fbl? Perhaps those is 7 tasks were sexual assaults short of rape, but we can't tell. The table below shows these discrepan-

Year	CompStat D	ata Reported t	o FBI Reported/Cleared
2014	378	355	109 (31%)
2015	391	344	129 (38%)
2016	429	342	334 (98%)
2017	437	367	63 (17%)
2018	417	n/a	n/a
Avg:	410/yr	352/yr	159/yr (45%)

SFPD Rape Case Reports

When journalists request SFPD's rape data for exceptional clearances, arrest rates or unget stone-walled. As Mark Fahey, one of the Reveal collaborators told us; "I talked to the department and the Media Relations office – more than a dozen times between Januar indicated that they did intend to respond to our request, but missed their own deadlines unresponsive..." The Westside Observer's own records request on 12/27/18 was ignored was acknowledged...but no response to date.

By 2021, the actual outcome of rape cases now dubiously reported as "cleared" will be when the FBI will implement its National Incident-Based Reporting System nationwide. exceptionally cleared cases from arrests - unlike the Uniform Crime Reporting Program this new system is also flawed as it doesn't count the many cases deemed "unfounded Omitting unfounded cases can mask the prevalence of sexual violence and impede soc incentivized. Labeling rape cases as unfounded can make police agencies appear more reported crime rates while boosting clearance rates. Because of the Newsy/Reveal/Prc plans to add the "unfounded" category to its new reporting system. The SFPD should be

The need for reforms emerged when the Board of Supervisors' Public Safety & Neighbo heard from sexual assault survivors and experts on 4/25/18. In emotional testimony, th empathy, respect and investigative zeal from the SFPD's Special Victims Unit. The City's Team also faced criticism. That entity includes the SFPD Special Victims Unit, the DA's,

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James Madison Freedom of Information Awar(improvements, navigating the effort stream as a public safety threat. Similar deficiencies were identified in a 2017 repc Violence commissioned by the Department on the Status of Women and a 2018 report Accountability.

The lack of transparency in the handling of rape was exemplified when SFPD Command give the clearance rate for rapes at the Hearing. And the DA's Chief of Victim Services, I how many of the 436 sexual assault cases served by her Division in 2017 were charged Reports only show the percent of cases charged that result in convictions – without dis remains in the low single digits. Prosecuting sexual crimes is difficult. <u>Nationwide</u>, 20% arrests and just 2% to convictions.

So we asked the DA's Office for the number of rape/sexual assault cases it charged and law enforcement presented an average of 141 arrests/year to DA prosecutors. (The DA 3 times more because it also helps victims of unreported and uncharged crimes.) On a such as filing new criminal charges, proceeding on another case, revoking probation, or 52% of cases. But we couldn't get the actual numbers charged with or convicted of sex does not presently have responsive and reliable information".

After the Hearing, Supervisor Ronen crafted <u>Ordinance 215-18</u> creating the Office of Se Response and Prevention (SHARP). It was enacted in September 2018. Working under SHARP will have a Director and 2 full-time employees at a cost of around \$400,000. Kej blaming, promote survivor-centered services and oversee all City agencies dealing with to receive complaints about City services for sexual assault, help victims navigate the s to meet with complainants, report service failures to involved departments and City Ha combat and prevent sexual crimes.

Importantly, SHARP will gain access to and publish sexual assault data that is now uno

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March 2019



immering anger over hiring practices at the Human Services Agency (HSA) turned to di arrested for rape and another accused of stolen valor. © 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



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Five months later, he was <u>accused</u> of stolen valor by the veteran-operated "Military Phonies" website. Reportedly, Jones had been representing himself as a former Navy SEAL with combat duties and injuries in various war theaters. However, military records disclosed by Military Phonies show that he actively served the Navy from 1998-2000 – with no overseas deployments, SEAL training or service. His 2002 discharge from the Naval Reserve Personnel Center was "for



the convenience of the government" these records show. On 1/22/19, Jones apparently "false allegations". Military Phonies responded by asking for his BUD/S class number. A 6-month Basic Underwater Demolition/SEAL class but Jones' records showed none. Ar classified.

Given HSA's 2,000 employees, occasional scandals are expected by HSA has been a hotbed of protests about "cronyism, nepotism and hiring and promotion of unqualified personnel..."

The 2013 <u>Stolen Valor Act</u> imposes penalties for fraudulently claiming to have received so secures money, property or other tangible benefits. HSA's Human Resources Depart whether Jones embellished his military service and whether tangible employment bene

However, HR Director Luenna Kim had to surmount a bigger challenge – in her own official attorney and Labor Relations Analyst was arrested for rape in Dublin in November 2 he is being held without bail at Santa Rita Jail according to the <u>Alameda County Inmate</u> will be in March.

Prior to working at HSA, Harris was an Investigative Analyst with the DA's Office. Althou were excellent, sources say his arrival at HSA entailed some controversy. A University c graduate, he was admitted to the California Bar in 2014 and remains in good standing. salary of \$82,108 (\$112,687 with benefits) in 2017. HSA disclosed that he's no longer e

There's more. In June 2018, long-time HSA engineer Albert K. Broohm, age 59, was arre warrant for aggravated sexual assault of a child under 10. A stunned HSA colleague de person". A resident of Hayward, Broohm remains incarcerated at Santa Rita Jail with a

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of Public Health.: DerekOnVan Nesis@aaf. Bin fessional Journalists, NorCal Chapter

March 2019

The Way We Were

by Dr. Derek Kerr

etween 1938 and 1940, the New Deal's Works Progress Administration (WPA) hired sor detailed wooden model of San Francisco for the Planning Commission. The idea came Timothy Pflueger. The 3-D scale model served as a planning tool for the many WPA pro to Golden Gate Bridge and the Bay Bridge itself, as well as the development of Treasure City working during the Great Depression. Built at a scale of 1 inch to 100 feet, the 6,000 mundi covered 1000 square feet. The cost; \$100,000. The model was displayed at the (in 1939, then at City Hall in 1940. It was packed away in 1942 to make room for admini In the late '60s, it was shipped to UC Berkeley for urban design studies.

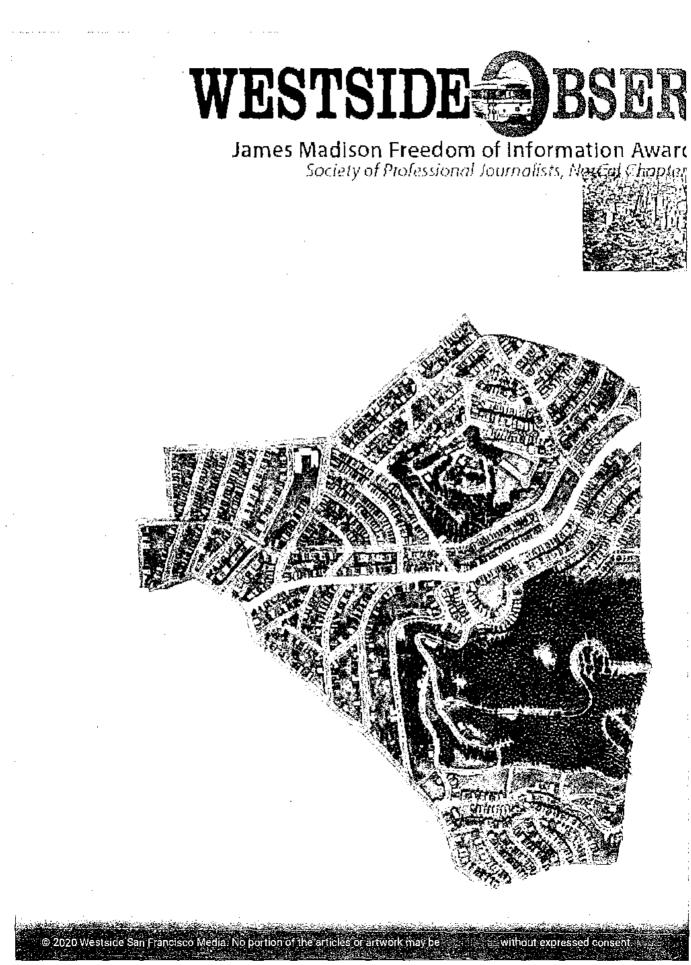
Last year, the SF Museum of Modern Art, in partnership with the SF Public Library and t Bik and Jos van der Pol, restored the model of San Francisco circa 1938. The goal was public in a memorable way and promote civic engagement. The result is an exhibition c branch of the Public Library will display sections of the scale model corresponding to it will reveal something about the way we were and the City's evolution. Events and progr will accompany the display from January 25 through March 25. For more information c see <u>Take Part</u>

Dr. Derek Kerr was a senior physician at Laguna Honda Hospital where he repeatedly exp Department of Public Health. Contact: DerekOnVanNess@aol.com

LIBRARY BRANCH EVENTS

2. publicknowledge.sfmoma.org/events

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reactly formated BAndigen Model be Safetestinig the Abaik dta Actess prime a server standing the Recent and The Recent bip porter to be a first of the provision of the prime of the prime pipelines. In March 2017 **Ftep Port of Song**visors directed Cit do so. But those banks also financed private prisons, hedge funds, wea fuels, tobacco interests, and luxury real estate. Plus their predatory pra

without expressed

tanked the financial system. When it came to loans for City housing, infrastructure, tran interest charges were steep. Since the *Westside Observer's* May 2017 <u>article</u> "A Public I appeared, much has happened.

During the early

1900S, North Dakota's economy was based on agriculture, specifically wheat. Frequent drought and harsh winters didn't make it

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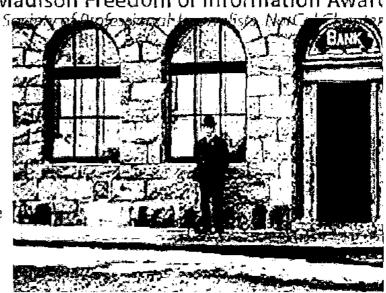
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interest rates on farm loans, sometimes up to 12%.North Dakotans were frustrated and attempts to legislate fairer business practices failed.

A.C. Townley, a politician who was fired from the Socialist Party, organized the Non-Partisan League with the intent of creating a farm organization that protected the social and economic position of the farmer.



The Non-Partisan League gained control of the Governor's office, majority control of the one third of the seats in the Senate in 1918. Their platform included state ownership ar credit agencies. In 1919, the state legislature established Bank of North Dakota (BND) : Elevator Association. BND opened July 28, 1919 with \$2 million of capital.

Per the Controller's SF OpenBook website, the City paid private banks a whopping \$581 bonds and loans in 2017-18. Of that amount, taxpayers owed up to \$121 million, accord Annual Financial Report. The rest was owed by ratepayers using water, transit, airport a services. Either way, bank executives, shareholders and bond holders reaped the proced reported \$864,000 in bank fees last year. In response to public pressure to save money, our values are, City officials, like those in Oakland and Los Angeles, began exploring <u>Pu</u> the public good.

Public input also favored divesting from Bank of America and Wells Treasurer's Office finds it daunting to 'create a Public Bank from sc

Pursuant to the Board of Supervisors' Resolution <u>152-17</u>, sponsored by Malia Cohen, Sa and Hillary Ronen, Treasurer Cisneros organized a 16-member Municipal Bank Feasibili Fewer's request, the Budget & Legislative Analyst's Office issued a November 2017 <u>reparate</u> and other community supportive banking options.

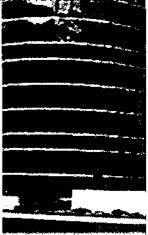
After 9 months of deliberations and consultations with experts and other municipalities © 2020 Westside San Francisco Media. No portion of the articles of artwork may be a selected without expressed consent.



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and "will never be profitable."

The most viable model, a Commercial Municipal Bank, would use the City's General Fund for lending. By not taking deposits, it would eliminate the complexity and costs of a getting a charter. It would make money by year 2, and a \$17 million profit by year 10. But it wouldn't break from Wall Street or provide consumer loans.



On 12/13/18, the Board's Budget & Finance Committee <u>heard</u> updates from the Treasurer's Office regarding the Municipal Banking Task Force. Its service priorities are affordable housing, small businesses, infrastructure, unbanked residents, then cannabis. Turns out the 4 models proposed in September took

flak for being "too small – not thinking big" according to Amanda Kahn Fried. Public inf Bank of America and Wells Fargo. However, the Treasurer's Office finds it daunting to "c scratch," declines to recommend a Public Bank, and hasn't provided a roadmap to estal costs of a Public Bank, the social costs of depositing public dollars in private banks are and Fewer urged the Treasurer's Office to "think big," move beyond its comfort zone, an State legislators. The goal would be "local control, financial empowerment, and transpé bank balance. Accordingly, the Task Force will present 3 new models: Divestment, Re-Ir at its last meeting at 3 PM on January 31, Room 305, City Hall.



The counting room at the Bank of North Dakota

Meanwhile, on 1/10/19 over 200 people packed the Women's Building to launch the Sa Coalition (SFPublicBank.org). Among the speakers were former Supervisor John Avalo who pioneered hearings on Public Banking in 2011, recalled how private banks were ba 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.

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James Madison Freedom of Information Awar(concept. SF Public Bank Coaline High Bank Charter Amendment before voters in November. Supporters can check SFPublicB sessions and work groups.

Regulatory and political hurdles abound. Last November, Los Angeles placed a Charter allow the creation of a Public Bank. A robust 44% of voters approved - but it failed. Oak commissioned a study concluding that a multi-Jurisdictional Public Bank was feasible. Office <u>rejected</u> it citing "no clear roadmap, structure or supporting data." As for cannabi California Treasurer's Office found that "No State-backed financial institution designed industry is feasible. All alternatives fail on both risk and financial grounds."Banks handl asset seizures and employee prosecutions for enabling a federal crime.

Yet the quest to transform banking is gaining momentum. In 2016, the second US Publi American Samoa, <u>opened</u> with Federal Reserve approval. Hundreds of Public Banks thr nascent Green New Deal movement dovetails with Public Banking. Recall the Great Der Roosevelt tapped the publicly-owned Reconstruction Finance Corporation to <u>finance</u> Ne Congressional appropriations. While campaigning, now-Governor Newsom declared, "V chokehold on state finances and develop our own state bank."

Meanwhile, City Treasurer Cisneros actively pursues socially responsible investments. Local" program <u>allocated</u> \$80 million from the County's Pooled Investment Fund to ban community lending. Other City agencies facilitate loans. For example, the Mayor's Offic Development backs \$86 million in home loans for lower-income residents. Such service Public Bank grows.

CLE Perek Kerr Lagunan Handag Grapples twith Fleeing.

hree years ago, in <u>Exodus from Laguna Honda Hospital</u>, the Weststee Observer reported number of LHH patients who fled the premises. Now, LHH managers are publicly acknot testing ways to reduce "unplanned discharges." Unplanned discharges refer to patients Against Medical Advice (AMA), or who simply walk out, Absent Without Official Leave (a patients eventually return to LHH.

At LHH's 11/13/18 Joint Conference Committee, a public meeting of LHH managers ar Social Services Director Janet Gillen presented an analysis of unplanned discharges. Si saw a significant spike, with 23.6% of all community discharges leaving AMA or AWOL of unplanned discharges hovered between 18% and 24%. And in the year ending in Sep rate hit 26%, a new high. That's double the historical rate around 13%, even in the old LH

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semi-private rooms were supposed to contain such jarring behaviors. Instead, the proportion of patients showing bothersome behaviors steadily increased from 23% in 2013 to 31% in 2017, almost twice the State nursing home average of 17%. Recently, largely by changing reporting standards, LHH claims that patients with disruptive behaviors fell to 23%, Hardly a healing environment. Nothing was said





Janet Gillen Social Services Director

about bothersome patients provoking others to bail from LHH.

Concurrently, LHH is coping with a rise in unruly patients with "beh like wandering, screaming, aggression, and rejecting care."

LHH is working hard to reduce the turmoil while keeping its roots hidden. Without addr in its admissions process, or the population it serves, LHH set a goal of reducing the ni 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter

There are costs. This year LHH faces a \$2.5 million budget shortfa increased need for coaches in an effort to facilitate patient flow wit Coaches are staffers assigned to watch unruly or unsafe patients. *I* costs for security services, including staffing, patrols, security tecl environmental controls. For example, every AWOL event triggers a wide search by the Sheriff's Department and busy LHH staff. Mean more guarded and restrictive."

Why do LHH patients flee? Here, we are baffled by contradictions. Between 2010 and 20 reasons for AMA and AWOL discharges included 33% who "Did not want to be here" an abuse. Now, according to Gillen's November presentation, 70% of unplanned discharges abuse. Only 18% didn't want to be at LHH. However, in a September presentation, Chief insisted that merely 18% of unplanned discharges were tied to substance abuse betwee 2018. If that 18% is correct, treating substance abusers won't do much to curb runaway reduce abrupt decampments seem directed at drug users. The conflicting numbers pre Qian are unlikely to guide effective interventions. We asked Ms. Gillen and Dr. Qian to cl response yet.

Currently, records show that 25% of LHH admissions are designated as homeless. Surp caring for these sometimes challenging patients. Although LHH documents are almost did say that most AMA discharges were homeless. But their presence within the larger disclosed. Gillen mentioned in passing that 44% of unplanned discharges fled from the from the HIV/AIDS ward. Such information should help to target specialized services.

LHH deploys a host of interventions to cut unplanned discharges. These include early in troubled by drug cravings, as well as more support groups, motivational counseling, an Surprisingly, a 16-month trial of Medication Assisted Treatment, offering buprenorphine was a flop. Turns out only 1% of unplanned discharges were opioid users. So, treating k AMA and AWOL discharges. Another 17% of runaways craved non-opioids like cocaine, methamphetamine. These drug habits cannot be treated with methadone or buprenorp support groups, and anti-depressants can help. Even so, LHH Psychiatry surveys show have a major impact on patient flight. Wisely, LHH recently abandoned its draconian po After 3 years of harassing smokers who defied no smoking rules, and causing some to. restored a patient smoking area.

intriguingly, LHH hasn't explained why it admits patients who "do not want to be here," of the second screened prior 2020 Westside San Francisco Media, No portion of the articles or artwork may be a second screened consent. 2020 Westside San Francisco Media, No portion of the articles or artwork may be a second screened consent.

James Madison Freedom of Information Awarc There are costs. This year LHH faces a \$2.5 million budget shortfall, "Mainly due to the an effort to facilitate patient flow within the network." Coaches are staffers assigned to patients. And there are escalating costs for security services, including staffing, patrols environmental controls. For example, every AWOL event triggers a burdensome campu: Department and busy LHH staff. Meanwhile, LHH becomes more guarded and restrictiv

Finally, San Francisco lacks nursing home beds, shelters and housing. The Health Depa <u>Medical Respite</u> beds on Mission Street for homeless persons discharged from SFGH. LHH even if they don't want to be there. Because LHH always has a waiting list, folks w displaced by those who don't.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver

Proposition B December 2018 • Mayor · London · Breed's Aversion to Sunshine



by Dr. Derek Kerr ondon Breed's ascent into Roc

ondon Breed's ascent into Room 200 portends a loss in City Hall the City's "Privacy First Policy" - passes in November, it would all Sunshine Ordinance without voter approval. And thus, our sunshi amendment to reinforce it.

As District 5 Supervisor, Breed repeatedly defied the Sunshine Ordinance requests. When thwarted requesters filed complaints with the Sunshine Ordinance Tasl adjudicates alleged violations of the Ordinance, Breed ignored SOTF summons to atten intransigence came to a head in August 2017 when public advocate/gadfly Michael Pel President Breed for a list of addresses she had blocked from her Twitter account. No re reminder emails. Still nothing. Unlike Breed, other Supervisors responded to the same r



The SOTF determined that Breed had violated the Sunshine Ordina public records and failing to attend its hearings. This April, frustrat voted 7-0 to refer Breed's delinquencies to the District Attorney to

"Blocked" means that those individuals cannot view what Breed is tweeting, or conversisome of those tweets entail City business. The case was timely because a March 2017 (San Jose v Superior Court) <u>established</u> that public business conducted on personal elisubject to disclosure. (In May 2018, a US District Court <u>ruled</u> that President Trump viole

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James Madison Freedom of Information Awar In a May 1st <u>letter</u> to DA George Gascon, SOTF Chair Bruce Wolfe explaited that Breed compliance with the Sunshine Ordinance and has failed to respond to public records re SOTF hearings." Wolfe noted Breed's non-compliance in 5 prior cases: #15029-2, #1503 #17047. The rebuke stirred the *Mission Local* to <u>describe</u> Breed as one who "continually "has no patience for public records requests or the task force that oversees them." On 1 case to the Ethics Commission where it awaits resolution.

Breed's aversion to public scrutiny of her public service isn't new. As *The Westside Obse* Breed had refused to disclose her work calendars. When the Board of Supervisors vote the names of participants in its official meetings, Breed voiced the sole no vote. On sec that September she deployed her unique aversion to calendar disclosures as a litmus-te

Thanks to a tip from Patrick Monette-Shaw, here are Breed's sunshine violations per the

In complaint #15029-2 Michael Petrelis showed that his request for Breed's outgoing eignored. When the SOTF met in June 2015, it found his request was unduly broad and a Nobody from Breed's office appeared. Although her aides Connor Johnson and Iris Wor committee hearing, Breed was cited for dodging the full SOTF hearing and failing to res request.

In complaint #15038 from March 2015, Ray Hartz requested Breed's records about app Public Library. No response. The SOTF unanimously cited Breed for failure to provide th appear or send a representative to its hearing. The matter was referred to the SOTF's C Committee. There, Breed's aides Connor Johnson and Iris Wong did show up. Offended seen Hartz's request, had no responsive records, and had replied - to the Clerk of the Bc received the requested records from other Supervisors. Nevertheless, Breed's aides we response directly to Hartz - after 7 months.

In complaint #15060 from December 2015, Michael Petrelis requested Breed's work ca 2015. Astoundingly, he was told that Breed didn't keep calendars. In October 2016, he p the SOTF's Compliance & Amendments Committee. Connor Johnson and Iris Wong did Breed's calendars. They had to. By then, the Board of Supervisors had voted to disclose Breed's opposition. The SOTF cited Breed for failing to timely respond to a public record

In complaint #17018 from March 2017, journalist Josh Wolf requested a list of persons account. No response. Wolf's follow-up request 10 days later was also ignored. The SO block spammers and trolls, but had to disclose who she blocked. Further, Breed had vic by withholding public records and not sending any representative to 2 hearings.

In complaint #17047 from May 2017, political blogger Angela Gerben requested a list o from her Twitter and Facebook accounts. No response. In contrast, other Supervisors r 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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purposes." But by showing up althe first SOTF heating, they saved everyone's time, teal only one week's emails.

Yet, Breed's sunshine aversion persists. This August, Petrelis requested Breed's calendaright before she was sworn in as Mayor. He received a same-day response - 41 grosslythem on Google drive for all to see, then filed a sunshine complaint alleging egregious r perhaps, a subsequent request for Breed's mayoral calendars received a prompt response behavior, and the ominous implications of Prop B, a sunshine eclipse may characterize

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October 2018

"Privacy First Policy" Threatens Sunsl



by Dr. Derek Kerr

he "<u>Privacy First Policy</u>" (PFP), a Charter amendment proposed is a feguard private data from abuse by tech-based companies, un Ordinance. Set to appear on the November ballot as Proposition between privacy and transparency. By conferring "First" place to privacy, sacrificed

Origins of the Privacy First Policy: Drafted by Peskin's legislative aide Lee Hepner, a resj Ordinance Task force, and Deputy City Attorney Paul Zarefsky, the PFP was initially co-s Ronen, Kim, Fewer and Sheehy. It propounds 11 privacy principles. These affirm the put personal information is being used, how to access that information to ensure its accura informed consent for the use of that information by the City or parties benefitting from offered as guiding rather than binding City policy. In a round-about opaque way, it direct devise an Ordinance implementing the policy guidelines by May 2019. Then the Superv



Who decides if an amendment of the Sunshine Ordinance is "not in purpose? The City Attorney, according to Peskin ... Trouble is, the loyalties, representing the public and City government. When the to Attorney defends City officials."

One impetus for the upcoming Prop B is a scandal: the political data mining firm Camb Consistent and the political data mining firm Camb © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awart Society of Professional Journalists, NorCal Chapter records, provided that any such amendment is not inconsistent with the purpose or inten the voter-approved ordinances."

Who decides if an amendment of the Sunshine Ordinance is "not inconsistent" with its purpose? The City Attorney, according to Peskin. City Hall would rule on voter intent – a its own intent. Trouble is, the City Attorney has dual loyalties, representing the public ar two clash, the City Attorney defends City officials. It's not a hypothetical concern. Recal Matt Dorsey told the New York Times in 2011 that the Sunshine Ordinance Task Force (jury that beats up on City departments..." As the Westside Observer has repeatedly repc the Ethics Commission to dismiss virtually all sunshine violation referrals. Plus, the City already - as the "Supervisor of Records" to adjudicate public appeals for withheld City returned to the SOTE.

Granting the City Attorney and Supervisors Charter powers to amend the Sunshine Ordi It happened before. In 2014, a cabal of Supervisors (Wiener, Chiu, Farrell, Tang and Yee) qualified applicants who were deemed too independent. Instead, City Hall shills were in Sunshine Ordinance to tampering by the very City officials who contend with sunshine r complaints. Unlike California's <u>Consumer Privacy Act</u>, Prop B becomes a Trojan Horse t government laws into a bill that appears to protect consumer information. If it passes, (lessen transparency – despite assurances to the contrary.

The current Sunshine Ordinance was voter-initiated and approved As such, it can only b Supervisors. That's apt because sunshine complaints are all directed against City Hall and City Attorneys are regular targets. Allowing them to modify the Sunshine Ordinance Since 1999 the Board hasn't touched the Ordinance, except to add something. In 2008 [†] Supervisors amended the requirement that audio and video recordings of City Hall mee be digitally recorded, and available to the public in digital form. Under public pressure, in themselves and other top officials to maintain work calendars as public records, and to meetings. These add-ons neither altered existing mandates, nor bypassed the SOTF permit.

Stakeholders Beware: Almost privately, PFP was composed within the confines of City I companies were consulted, the bill received a perfunctory, unnoticed introduction at the Supervisors meeting. Then came two fleeting reviews before the Rules Committee in Ji public input, save for a single sunshine concern voiced by Peter Warfield from the Libra quickly adopted by the full Board on July 24th, with Supervisor Cohen joining as a co-sg Peskin mention his intent to work with "a broader set of stakeholders on trailing legislations itself says nothing about stakeholders, apart from Supervisors and the City Administration of the stakeholders.

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James Madison Freedom of Information Awarc Granted, the PFP/Prop B is well-intended? We need protection floid uightal platforms and and monetize our private data. Granted, its sponsors generally support open governme they likely wanted to facilitate updates to the Sunshine Ordinance, some of which are s Alarmingly however, Prop B asks voters to give up power for politicians' good intention: lurks the fox. Giving future politicians the leeway to amend the Sunshine Ordinance is tr Hall could simply deem self-serving revisions as "not inconsistent" with the Sunshine O

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Sept 2018

No Takers Yet: Laguna Honda's Aid-In-Dy

by Dr. Derek Kerr & Dr. Maria Rivero

s reported in the June 2017 Westside Observer (WSO), Laguna Honda Hospital (LHH) approved a medical aid-indying policy last May. Based on California's 2016 End of Life Options Act, it allows terminally ill patients with decisionmaking capacity to self-administer prescribed lethal sedatives in the hospital. While awaiting LHH's promised annual report on its aid-in-dying program, the WSO requested records showing the number of lethal prescriptions issued and the number of associated deaths. LHH's response: "zero" and "zero".



Zero takers may seem surprising in a hospital that reported 181 deaths in 2017. However, few dying patients choose this option. For

example, Oregon's 20 year old "Death with Dignity" program <u>accounted</u> for just 144 dea rise in participants, that's merely 0.4% of Oregon deaths. In California, <u>data</u> for the first Options program, June through December 2016, show that 191 patients received lethal (58%) took them. That accounts for 0.06% of California deaths during that period. <u>Data</u> prescriptions were issued and 374 (65%) of those patients died as a result, amounting deaths



...the overwhelming majority who opted for aid-in-dying were over educated, insured cancer patients living at home with Hospice serv

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James Madison Freedom of Information Award This May, a legal challenge by Rec Life Legar Detering Foundation item borarily suspended Despite pleas from Compassion & Choices, a group that supports assisted dying, a Rive judge invalidated California's End of Life Options Act - on procedural rather than substa Hestrin case, the judge ruled that the Act was wrongly passed in a special legislative se for Medi-Cal recipients. That maneuver was deemed unconstitutional as it skirted the a Special sessions also bypass committee reviews and potential opposition. After 3 wee General Xavier Becerra's motion to stay that ruling was granted by the 4th Circuit Court arguments to overturn that decision will be heard this July. Given the strong public supp absence of reported abuses, the Legislature could simply reenact the bill in general ses the Act.

Since the LHH's medical aid-in-dying program was enthusiastically introduced to the He since controversy abounds, the reasons for zero patient participation, the program's prodisclosed this year.

Dr. Derek Kerr & Dr. Maria Rivero were a senior physician at Laguna Honda Hospital, they reporters. Contact: watchdogs@westsideobserver.com

July 2018



Westside Car Break-Ins Subsiding -

by Dr. Derek Kerr



📭 ncorrected data from the Taraval Police Station's website (www.Taraval.org) sh reported auto burglaries. The average number of auto break-ins for 2018 now s big improvement from the 140/month average logged in 2017, and slightly bett

016. Still, it means 4 local car break ins each day. While the best protection is to remo © 2020 Westside San Francisco Media. No portion of the articles or antwork may be without expressed consent



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(computer statistics) database. Last month, WSO columnist Lou Barberini – a CPA and the SFPD's CompStat numbers as "phony statistics" because they quietly increase – so age. That's partly due to the addition of cases filed after the monthly crime reports are corrections inserted so many months later? Initially, the current crime rate is understate update the data creates an illusion of improving crime trends by pairing current undercinumbers.

For example, car break-ins recorded in Taraval Station's monthly reports totaled 1,418 ii logged into <u>CompStat</u> show 1,614. That discrepancy amounts to a 14% surge - from 11 Notably suspicious, the 81 auto break-ins Taraval Station recorded for December 2016 CompStat. Similarly, Taraval reported 1,680 auto break-ins in 2017, while CompStat sho instead of 140 break-ins/month, the retroactive average for 2017 was 149/month. Give thefts from autos go unreported, the true numbers are likely about 10% higher than Tar

Last month, SFPD Lt. Tim Paine told the West of twin Peaks Central Council that the rec and home burglaries - was tied to the arrests of 12 of 30 members of a gang targeting residential burglaries plunged to 26 this May. That looks better than the 2017 average c home burglaries had risen in early 2018, the drop in May merely kept this year's average statistics are malleable, and because burglary gangs are resilient, vigilance remains ne

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July 2018

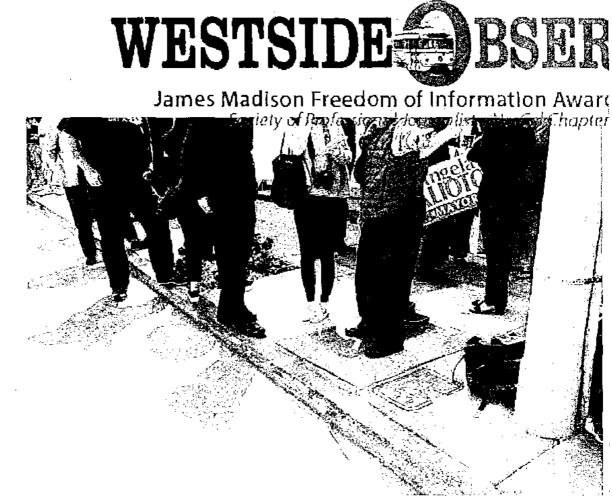


Taraval Merchants See Red Over Parl

by Dr. Derek Kerr

oursing through the Parkside and Sunset neighborhoods, Taraval Street is dotted with s their owners have strenuously <u>opposed</u> Metropolitan Transportation Agency (MTA) plat commercial corridor. The latest flare-up came on Monday, May 5th. Taraval merchants paint along the entire curb of the 2200 block. Gone were the parking spaces in front of Fire Equipment, Avenues Pet Hospital, Allstate Insurance and the Zhong Shan Restaura forewarning. Although the MTA had promised fliers, business owners say they weren't r deters customers and eliminates loading zones for daily deliveries of essential supplie

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When business owners along Taraval Street arrived at work on Monday mo surprised to find MTA had painted the curbs red along the entire block. Alic MTA's process at a press conference three days later

doesn't rank among Vision Zero's 57 priorities. According to MTA's website, 22 people h L-Taraval trains in the last 5 years. The agency blames motorists who failed to stop as j Just 72% of drivers complied with required stops. In April 2017, a 6-month pilot project, compliance by deploying street markings, signs and flashing lights on trains. If the comwould have continued these measures. But compliance stalled at 74%. So, 36 parking s to install concrete boarding islands at train stops. Apparently, the 2200 block was the k last straw.

Alioto's message resonated; "Neighborhood serving businesses are losses. With behemoth competition like Amazon on one side and e City agencies like MTA on the other, our small businesses are bein Francisco."

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"I was at wits end," Dianna Anderson (left) of Avenues Pet Hospital said, "I he Alioto criticizing MTA's tactics recently at a mayor's forum, and it gave me sc would listen to our small businesses." Shown above is Ms. Anderson Marcello the owner of Marcello's Restaurant and Sue Hoffman

MTA and abandoned by their Supervisor, Katy Tang. That's why Diana Anderson, co-owi appealed to mayoral candidate Angela Alioto. On May 8th, Alioto and her team joined a 30-person Press Conference outside the Pet Hospital.



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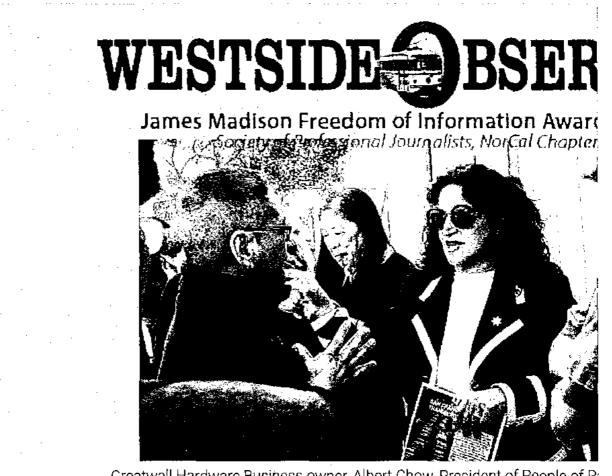
Much discontent was directed at MTA officials, its unelected Board and Director Ed Reiover the past 3 years, the agency "just steamrolled over any objections and refused to it solutions we offered to address safety concerns." She's also skeptical of MTA's "disinge and methodology. She doubts that cutting parking will improve safety, citing the small r Taraval's 30,000 daily transit passengers - about one collision per 2.5 million riders. As questioned why a 24 hour/day parking ban was imposed given the paucity of riders out rush hours. Indeed, several nearly-vacant double buses rumbled by during the noon rall

Mike O'Rourke, representing the Transportation Alliance of San Francisco, a grass-roots characterized the MTA as an "autocratic fieldom, insulated from the public." Albert Cho Parkside Sunset and owner of the Great Wall Hardware store joined past-president Alar Insurance office, in decrying the many hours they wasted conveying community concer to the MTA. They say their pleas for parking recuperation and mitigation of "highly impa ears. Barry Hermanson, a 40-year Sunset resident and Green Party candidate for US Co original presentation to the community was a fully-formed plan. They didn't come to us:

Economic and service disruptions emerged. Gene, the 20-year owner of Gene's Deli, kee Now, he's losing customers because nearby parking is scarce after 6 PM. Veterinarian I she's legally obligated to see emergency patients, while MTA prohibits emergency acce when guardians of large dogs have to scrounge for parking and haul their ailing pets se attention. Customers are complaining and some have canceled visits for lack of parkin.

Just because certain merchants are unhappy ... does not mean I ha The SFMTA Board ultimately makes final decisions ... and the Boar to my recommendations." (Supervisor Katy Tang responded)"

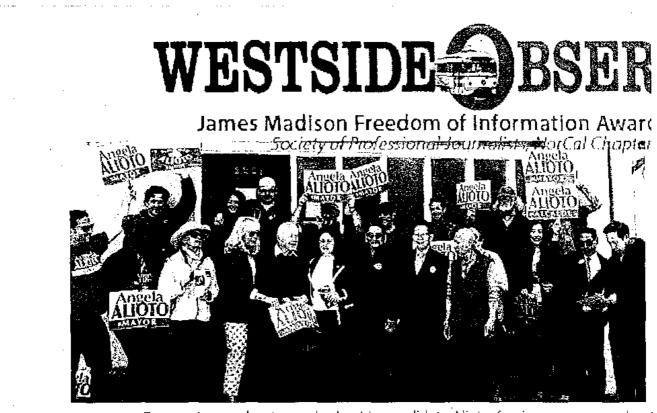
These complaints are reminiscent of a prior revolt against the MTA, championed in the Supervisor Tony Hall. Backed by the Coalition for San Francisco Neighborhoods, a mot Supervisor Tony Hall. Backed by the Coalition for San Francisco Neighborhoods, a mot Supervisor Tony Hall. Backed by the Coalition for San Francisco Neighborhoods, a mot



Greatwall Hardware Business owner, Albert Chow, President of People of People of People inflexible pattern of SFMTA's responsiveness to neighborhood the kind of public interaction I would expect from a Director we almost a half-million dollars a year," Alioto responded

support. Advocates for public transit, pedestrians and bicycles won then and remain fo resistance, there may be hope. On May 15th, the Board of Supervisors, citing "frustratio certain transit decisions based on neighborhood appeals.

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Desperate merchants reached out to candidate Alioto, fearing as one merchant have to look at what happened to the businesses along the N Judah Line to see v to our Taraval businesses



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James Madison Freedom of Information Awar(focus groups after MTA hearings/de/oNed into shouting matches, while signs with the merchants who wanted additional study before sacrificing parking for boarding islands alterations for a year. Still, several rally participants viewed Tang as unresponsive to the oddity of District 4 merchants appealing to Angela Alioto rather than their own Supervis

Barry Hermanson, a 40-year Sunset resident and Green Party cand recalled; "SFMTA's original presentation to the community was a fu didn't come to us to help craft a solution."

While Alioto has pledged to "Fast track infrastructure projects to our most heavily trave vowed to <u>fire</u> Ed Reiskin and audit MTA's billion dollar budget. That's why she was recru resonated; "Neighborhood serving businesses are suffering devastating losses. With be Amazon on one side and ever more-demanding City agencies like MTA on the other, ou squeezed out of San Francisco."

To a Westside Observer query, Supervisor Tang replied that she wasn't invited to the ral Mayoral candidate would insert herself and prey on angry merchants given that she did understand the history of the project." Tang added; "Our office has been working with SI pasking as possible along Taraval...creating more parking turnover by installing time-lim



A small group of counter-protesters attempt to disrupt the crowd gathered to

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and trade unions largely rejected the displacements, and add affordates mayoral candidates, London Bro backing from big technology fir



The bill's defeat was foreshado Gathered in opposition was a diverse coalition of tenant, neighborhood, business and o by some 100 multi-ethnic and multi-generational protesters. Many were unmoneyed se Asian. Their message was that SB 827 would wrest control of land use from the city ar residents. Their slogan; "Say goodbye to your neighborhood." They cheered speakers fr Supervisors Jane Kim, Aaron Peskin and Sandra Fewer as well as former Mayor. At Ag penned a comprehensive <u>critique</u> of SB 827 in the April Westside Observer, spoke for th Neighborhoods. But their messages were suppressed.

Riling them up were YIMBY Action head Laura Clark, Bay Area Ren and wannabe District 6 Supervisor Sonja Trauss, and SF Housing A and Wiener acolyte, Todd David. Trauss even barged into the larger shaking her placard... A Sheriff's deputy asked Trauss to leave that YIMBY's disruption provoked angry verbal exchanges and soon a te out to separate the clashing factions"

Shouting them down were barely 20 young, white counter-protesters. These self-descril their opponents as old, wealthy, self-serving, white NIMBYs. So they were taken aback t and out-represented by an unexpectedly diverse crowd, the YIMBYs stooped to drownin up were YIMBY Action head Laura Clark, Bay Area Renters' Federation leader and wann Trauss, and SF Housing Action Coalition director and Wiener acolyte, Todd David. Traus group twice yelling and shaking her placard. An offended demonstrator slipped her owt A Sheriff's deputy asked Trauss to leave that section of the rally. The YIMBY's disruption exchanges and soon a team of deputies came out to separate the clashing factions.

Some of the elderly demonstrators were startled and intimidated by the YIMBY's bullyin Eventually, the larger group began chanting "Shame! Shame!" and "racism" while pointic contingent. True to form, Laura Clark resorted to victimology, later claiming that her box "a trap" and were "gaslighted." The Examiner's Joe Fitzgerald-Rodriguez's provided a nuits fallout. Tim Redmond of 48 Hills provided additional <u>background</u> including the positic coalition opposing SB 827.

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Society of Professional Journalists, NorCal Chapter Dr. Derek Kerr is San Francisco investigative reporter Contact: watchdogs@westsideobsc

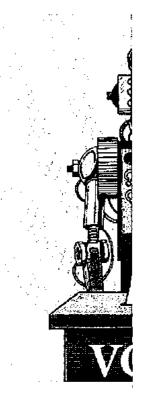
May 2018

Who Owns Voting?

by Dr. Derek Kerr & Dr. Maria Rivero

an Franciscans are seeking more autonomy in some of their public-private partnerships. Alongside the movement for a Public Bank is a similar quest for a Public Voting system. There's unease when public votes are counted secretly by private corporations.

The 2000 Bush v. Gore "hanging-chad" debacle drove computerized voting. But the new technology begat glitches. In 2007, California Secretary of State Debra Bowen <u>decertified</u> all of the proprietary voting systems tested because of security and auditing flaws. That year, the SF Elections Commission prioritized voting systems that "provide the maximum level of security and transparency." The Department of Elections (DoE) then contracted with Sequoia Voting Systems. The upfront cost was \$9.6 million. In 2010, Dominion Voting Systems acquired Sequoia and became the DoE's vendor. Over 11 years, these



contracts have totaled \$22 million. The current contract will expire in December 2018 s has been reviewing its security and transparency goals, nicely summarized at <u>www.SF</u>c

Current Problems: Dating from the 1990s, the technology running our leased voting sys high risk of malfunction - and vulnerability to hacking, as shown by the breach of voting conference. Importantly, transparency is lacking since the computer codes operating the guarded by copyright. Election officials cannot verify their accuracy or security, or even machines lack auditing functions and thus, accountability for their transactions. Althou by random 1% manual tallies, today's voting machines are "black boxes" when electoral boxes". Compounding these flaws is "vendor lock-in." Only one company can service or adjustment requires vendor permission. And, options are limited with just 3 major vend tabulations are largely controlled by contractors – not government officials.

...transparency is lacking since the computer codes operating the n

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James Madison Freedom of Information Awar(accessible computer codes licensed/by/the <u>obsel source-intrative</u>! Unlike proprietary of free for anyone to inspect, copy and improve. Because many eyes scrutinize the softwa corrupt it unnoticed. Though publicly visible on platforms like GitHub, the code is still c

Most super-computers use open source codes, as does the US Department of Defense CIA Director R. James Woolsey <u>opined</u> in the New York Times; "To Protect Voting, Use (federal <u>policy</u> requires that 20% of all new software be open source to facilitate inter-ac peer review. Personal computers also use open source software via the Firefox and Chi Android operating systems. Open source systems are transparent, secure, flexible and proprietary barriers and fees.

Plodding Progress: In 2011, the Board of Supervisors' Voting Systems Task Force recorvoting system. In 2014, the Board unanimously supported such a system, along with a Agency Formation Commission. Based on this <u>study</u>, the Elections Commission passed Systems Resolution in 2015, requesting funding to "develop and certify an open source That means voters would still get paper ballots, and touch-screen votes generate a vote recounted by hand.

The plan is to advance incrementally, developing and certifying individual components the development would rely upon consultants overseen by the DoE. Meanwhile, ground Election Commission's Open Source Voting System Technical Advisory <u>Committee</u>.

Chaired by Commissioner Chris Jerdonek, PhD, its meetings are open. OSVTAC membe contracting for the new voting system. Cost savings are anticipated from using comme terminals and optical scanners instead of proprietary hardware. Buying replacement pa longer obligated to a single vendor, the DoE could hire any contractor to maintain and u Elections Commission has requested \$4 million for 2018-19 to start building it.

That money awaits the approval of the Mayor's Office and the Committee on Informatic Francisco's 5-Year Information & Communication Technology Plan touts an Open Sourc goals, Universal Broadband is a competing objective. Until a publicly-owned voting syst spend \$2 million/year on an <u>interim</u> proprietary system that accommodates open source

However, the 2016-18 City Budget did provide \$300,000 to develop "a new voting syster software. The DoE allocated \$100,000 for a salaried Project Director. But no satisfactor Director John Arntz assumed the role. In September 2017, the DoE engaged Slalom Cor "prepare a business case" for an open source voting system.

Risks and Challenges: Slalom's February 2018 draft report emphasizes the complexity i required to build, certify, run and maintain an open source system. One challenge is tha entite voting systems – not individual components. Building it bit by bit or adjusting the 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awar(through. Ominously, contractors shunded the Texas project because open source syste mentioned in the Sialom draft is the expected resistance from corporate vendors. Sialo recommend more planning.

State Support: State funding is likely because California's voting system is overdue for a model designed here could be freely copied by other counties. Secretary of State Alex F voting as "the ultimate in transparency and accountability." Last year, the Assembly app to California's voting machines via a 2018 Voting Modernization Bond Act. But that mea However, Governor Brown has proposed spending \$134 million from the budget surplue

Elections Commissioner Chris Jerdonek seeks public input and support by speaking to reached at <u>chris.jerdonek@gmail.com</u>.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital w wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserv.

April 2018



Parkmerced: Class Action Laws Settlement, Small Chan

by Dr Derek Kerr

n December 13, 2017, the City's Superior Court approved a settle of <u>Stewart v. Parkmerced Investors Properties</u>. Notably, "The Se are barred from initiating any publicity of the Settlement...and w

any media..."Accordingly, this report was derived from court records

In May 2014, Danilo Stewart and his girlfriend moved to Parkmerced. They settled into i building at 405 Serrano Drive. The rent was \$2,391/month. Soon, Stewart developed na headaches. He attributed these symptoms to moisture and mold caused by building an allowed water intrusion and excess humidity. Parkmerced abuts Lake Merced and sits There's fog. Its leases include a "Disclosure of the Presence of Moisture/Mold/Mildew" commissioned air quality testing that reportedly showed "excess dampness" and "harrr causing contaminants." Parkmerced responded by performing its own air quality testing done, Stewart claimed his symptoms persisted, leading to "severe mental and emotion deemed his apartment "not habitable" and moved out.

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James Madison Freedom of Information Awarc \$75 late fee. On July 3rd 2014, SteWart baid \$2,550767 rent/garbage and utilities, Bultin total dues owed. For this minor shortfall, he was charged \$75. The next month, his rent \$75 penalty was imposed. Stewart felt that Parkmerced's flat-rate late fee was unfair. It amount owed or the length of the delay. He charged that the late fee was excessive, ge over-compensating Parkmerced for so-called "cost and damage". He alleged that tenan of outstanding dues for services and utilities, thereby increasing their risk of fines.

Further, his lease defined the late fee "as additional rent". The SF Residential Rate Stabi Ordinance doesn't allow late fees to be collected as rent. Although Parkmerced did not when it imposed a late fee, the Law Offices of Eric Lifschitz considered it an "illegal ren" Action lawsuit was launched on behalf of 5,186 Parkmerced residents – expressly for t asked for "restitution of all excessive late fees."

Parkmerced moved to dismiss the suit as meritless. It denied that its late fees were rer increased the monthly rent due, merely assessed a late fee when rent wasn't timely pair administrative fee, not added rent. Parkmerced also rejected Stewart's claim for punitiv of malice or reckless disregard. However, in October 2016 Judge Ronald Quidachay allo since the lease verbiage related the late fee to a rent increase and Stewart's ill-health cit

An arduous discovery process ensued during which Parkmerced showed that its late fe of 8 similar City landlords overseeing 75,000 units. Most charged \$100 with a range of testified that tailoring late fees wasn't feasible and a flat rate was both reasonable and Parkmerced's \$75 late fee undervalued its administrative costs for handling delinquenc Parkmerced assessed 2,271 late fees (some were waived) totaling \$132,825 of which \$ calculated management costs were double the sum recovered.

After a year of wrangling, mediations and conferences, a Final Settlement was approve retain its \$75 late fee, but agreed to delete the descriptive phrase "as additional rent" fre replaced. Only the late fee language can be revised on the new tenancy agreements. As Parkmerced reduced its separate fee for bounced checks from \$50 to \$25. While denyi agreed to pay \$120,000 in legal fees, and \$30,000 to Danilo Stewart for work loss, envir moving costs, plus acting as the Class representative. Parkmerced residents with conc their newly-revised leases can contact the Housing Rights Committee of San Francisco

(Case #: CGC-16-551696)

Dr. Derek Kerr is an Investigative Reporter living in San Francisco

March 2018

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James Madison Freedom of Information Awarc Marijuana Act", ended Society of Professional Joyogalists New Col Chapter

cannabis prohibition in November 2016. Garnering 57% of votes statewide - and 74% in San Francisco - it legalized the sale of recreational marijuana. Medical marijuana has been legal in California since 1996. Prop 64 allows adults aged 21 and older to possess 1 ounce of marijuana, or 8 grams of



marijuana concentrates, and to cultivate 6 plants at home. To sell marijuana to adults – need both State licenses and City permits. Detailed State <u>regulations</u> were issued. On 1 <u>Consumption</u> Ordinance installed the <u>Office of Cannabis</u> with regulations and equity po providers.

In December 2017 the City's Department of Public Health (DPH) <u>reported</u> the potential of legal cannabis, focusing on youth exposure and neighborhood quality of life. The 20 Assessment on Legalization of Adult Use Cannabis" aims to minimize health risks, you disruptions. Based on these guidelines, the DPH reviewed the scientific literature, const surveys to come up with key findings and recommendations.

Youth Impacts



As of August 2017, there were 38 medical marijuana dispensaries were delivery-only services. Of these, 64% were located in 4 neigh Market, Mission, outer Mission and the Financial District."

Although the new law applies to adults, youth may be affected by the legalization of rec among youth has been associated with learning difficulties, lower school performance Recent City surveys cited by the DPH show that 17% of our high-schoolers use marijuar the national average, partly because of low use rates among Asian students. For examp Chinese students used marijuana versus 43% of African-Americans, 33.6% of Whites at LGBT students use marijuana at twice the overall rate. The DPH advises adding cannat middle and high school curricula.

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Owners of 2505 Noriega have filed in court after the Supervisors upheld an appeal by ngranted by the Planning Department.

young people. Back in 1991, nearly 80% of San Francisco voters approved Proposition F - 5 years before California legalized it. And in 2006, the Board of Supervisors passed Or possession of marijuana the "lowest law enforcement priority". In 2011, the SFPD repor misdemeanor marijuana possession – and all were secondary to other charges. Per the Colorado, Washington, Oregon and Alaska has not resulted in increased use among you could change with uncontrolled advertising and marketing.

Young people are especially susceptible to advertising, a vulnerability long-exploited by industries. Conversely, restricting advertising is a proven strategy for preventing drug us advertising by licensed marijuana businesses, there's a <u>loophole</u>. Advertising agencies not directly sell marijuana can freely promote marijuana. That's why local vigilance play Transportation Agency stripped marijuana ads from buses in November. The Golden Ga Transportation District, followed suit. The DPH recommends regulating the content and does with tobacco and alcohol.

Medical Impacts

Even before the legalization of recreational cannabis, "cannabis-related" hospitalization However, from 2011-2015 City hospitalizations and ER visits directly caused by cannab annually. In comparison, alcohol-driven hospital visits were around 80 times higher. The cases involved young people under 24 years of age. Interestingly, hospital visits attribuhigher for African-Americans than for the overall population.

A particular concern is poisoning by edible forms of marijuana like cookies, chocolates cannabis poisonings between 2006-2010 and 2011-2015, ER visits increased from 133 indicating more serious impairments, rose from 21 to 52. These are small numbers as 1 unlike other drugs, marijuana has never been fatal.

Not mentioned in the DPH report is the August 2016 incident at a Quinceaniera celebra Nineteen people were taken to the hospital complaining of confusion, dizziness and let bears containing tetrahydrocannabinol or THC, the psychoactive agent in cannabis. Of 2020 Westside San Francisco Media. No portion of the articles or artwork may be

James Madison Freedom of Information Awar(counseling services in 2015. There show of the show of the show of the potency of the compared to those of past decades. That raises the risk of intoxication for those who p Drugged driving isn't mentioned. That may be because <u>research</u> has not yet proven that increases crash risk. Nevertheless, marijuana can impair critical driving skills. While tra marijuana became legal, recreational <u>marijuana-linked</u> crashes and fatalities have risen Washington.

Also missing is a Kaiser Permanente study of 35,000 pregnant women. In 2016, 6.6% terising to 19% among those between 18 and 24 years old. Fetal development may be aff <u>study</u> of 5,588 women showed a 5-fold rise of pre-term births among those who contin pregnancy. Most medical marijuana dispensary physicians discourage marijuana durini history of addiction or mental illness. And because marijuana harbors bacteria and funimmune systems are advised against smoking it. Recreational purveyors won't be so capublic education campaign targeting pregnant women, youth, parents and seniors. For

Community Impacts

Like retail outlets for alcohol and tobacco, marijuana dispensaries gravitate toward low communities of color. As of August 2017, there were 38 medical marijuana dispensarie delivery-only services. Of these, 64% were located in 4 neighborhoods: South of Market Financial District. Commercial zoning laws and community participation in the approva distribution. The Westside's sole approved retailer is Barbary Coast Collective due to or Check WeedMaps.com for dispensary locations.

Because alcohol and tobacco outlets are associated with increased youth exposure as traffic, vehicle accidents, and crime, the DPH is concerned about the impact of marijuar sparse, most community complaints mention malodorous marijuana smoke. The risk o cannabis retailers are cash-only enterprises with lots of it at hand. Cannabis tourism m retailers may be adversely affected. Importantly, the DPH reports that; "...none of the stronganizations serving communities of color, or living in these communities, believed ca benefit communities of color, and instead would have a negative impact...". While the Di outlets in neighborhoods burdened by drug abuse, it doesn't address the opposition fro <u>community</u> where cannabis use is very low.

The DPH promotes a "measured approach" that mitigates disparities - and fears - by ur especially in lower-income, higher-crime neighborhoods. Health and safety inspections the Office of Cannabis, Fire Department and Department of Building Inspections. Comp 311.

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James Madison Freedom of Information Aware he Posse Comitatus Act generally Bars theuse Journalists, NorCal Chapter

of soldiers in domestic policing. Soldiers are trained to kill and destroy while cops serve to keep the peace. This distinction has faded with the militarization of police in the War on Drugs and the War on Terror. A warrior mindset has seeped into routine policing as reported by criminologist <u>Peter</u> <u>Kraska</u>, the <u>ACLU</u> in War Comes Home, and journalist <u>Radley Balko's</u> Rise of the Warrior Cop. Back in 1998, the Bay Guardian covered an SFPD drug raid in <u>War on</u>



Crime, warning that when cops become soldiers, the community becomes the enemy.

Militarized policing started in the late 1960s when the LAPD introduced SWAT (Special to quell riots and violent emergencies. Initially driven by fears of civil unrest and armed acceptance. For politicians, SWAT teams confirmed tough-on-crime credentials. For co But money drove mission creep because SWAT teams generated revenues. Incentivized gear for the War on Drugs as well as civil asset-forfeiture laws, police forces eventually deployments to drug searches and non-violent crimes, versus 7% for emergencies like a situations.



President Obama issued an Executive Order limiting and banning the field staples like tracked armored vehicles, large-caliber weapons, bayonets and grenade-launchers."

Then came massive donations of excess military equipment from the Department of D-National Defense Authorization Act (NDAA). The 1989 NDAA authorized the transfer of and State agencies engaged in the War on Drugs. The 1996 NDAA created the "1033 Pr deliveries to local law enforcement for counter-terrorism as well as counter-narcotics p gear must be returned if not used within a year, its deployment is abetted. Loosely over Emergency Services, the 1033 Program is administered by the <u>Defense Logistics Agenr</u> Office whose motto is "From Warfighter to Crimefighter". September 11, 2001 spawned Department of Homeland Security (DHS), and the ongoing national State of Emergency departments with grants to address terrorism and disasters – emphasizing national se And, given the rarity of terrorism and disasters, DHS offerings trickled into everyday pol

The deployment of war equipment to quell civil uprisings raised constitutional concern: protests and riots in Ferguson, Missouri, Transparency and accountability concerns are 2020 Westside San Francisco Media. No portion of the articles of artwork may be a submittion without expressed consent.

James Madison Freedom of Information Awar So far, the SFPD has been judicibles in proceedings case of random with the second and the second

So the SFPD upgraded its arsenal with cost savings. Of course, with a budget of \$583 r weaponry from private vendors. Or, it can accept gear transferred from other 1033 Prog Francisco's FBI office, its Joint Terrorism Task Force partner. The SFPD acknowledged Neutralization robots" from "another law enforcement agency" in this way.

Incidentally, the City's FBI office is the major local recipient of DOD military surplus. Rec least 1,850 items valued at over \$10.9 million since 1996. Major acquisitions include 1 valued at \$6.7 million, 2 "Reconnaissance Camera Systems" valued at \$167,000 and 3 \$195,000. Much of the equipment is quotidian; computers, cameras, flashlights, rescue coffee maker" and "exercise bicycles". The military-grade equipment falls into 3 catego Disposal like robots, Hazardous Material Disposal including gas detectors, electric blov machines, and Reconnaissance gear including night-vision goggles, gun sights, rifle sci and thermal signals. None of it is offensive combat gear.

Very little of the DOD surplus acquired by the SFPD is reported publicly. A search of the Program" revealed just 2 entries; 3 mobile decontamination trailers requested in 2002 a reports indicated that 2 helicopters were acquired in 1998. None of the military items is in Police Commission meeting minutes. Neither are goods transferred from other 1033 obscure is the impact on SFPD practices of \$28.8 million in grants received from 2003 million annually) from the Department of Homeland Security. Although these grants do provide military-style equipment and training. Military paradigms legitimize violence an The SFPD's use of force showed "significant deficiencies" per the Justice Department's Initiative". Its lack of transparency was the therme of the 2015 Civil Grand Jury report."

Now that weapons of war are again readily obtainable – without Pentagon reporting retransparency about its acquisitions is indicated. The frequency and purpose of SWAT to publicly reported. And, the Police Commission should re-examine the impact of federal and community engagement. The threatened cuts of law enforcement grants to sanctulining; shifting resources away from militarization and toward community policing and



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waria kivero



🕅 he Ethics Commission "recklessiv"

disregarded the Brown Act and the Sunshine Ordinance when it "brazenly voted to send a letter without proper public notice." The commissioners must "immediately resign" or face



suspension. Either way, an appeal to "criminally prosecute" them for "official misconduc warned a 5/2/17 complaint to the Sunshine Ordinance Task Force (SOTF), the District / appoint said Commissioners. It came from "outraged" pro-housing activists Laura Clark Back Yard") Action, Sonja Trauss, founder of SFBARF (Bay Area Renters Federation) and obligue strike in a way against perceived barriers to housing development. Recall the g in trying to take over the Sierra Club. This time, their anger was displaced onto a revitali. tackles corruption.



Johnson acknowledged a conflict. She resolved it by contortion, vo policy decisions at SPUR while continuing to vote on housing polici Commissioner. Although she had told Mayor Lee she wanted to res SPUR."

At the March 27 Ethics meeting, clean-government advocates with "Friends of Ethics" n Quentin Kopp of a potential conflict of interest. It involved Planning Commissioner Chri been dubbed Director of SPUR's San Francisco chapter following a term on SPUR's Boa Area Planning and Urban Research Association) is a member-funded "non-partisan" this advocacy. Its income for 2016-17 was \$7.1 million, of which 34% came from some 6,00 corporations, developers, realtors, as well as trade unions and public institutions. Anoth mostly private. Noted for past "urban renewal" flascos, SPUR promotes development th contributors, among others. Kopp included Johnson's alleged conflict among 10 sugge Ethics' work on an Anti-Corruption Ordinance - and future meeting agendas.

> But the Johnson matter didn't get on the April ; Friends of Ethics co-founder Larry Bush warne Commission would review 2 competing Inclus



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etworf Profession and Journalists MarCel Character was Johnson SPUR's salaried advocate and fu reversed her vote to tighten Airbnb regulations Mayor's Office.

Commission President Peter Keane

So Ethics had to decide: address an

imminent vote potentially tainted by a conflict of interests, or wait until the matter could be agendized. By then, Planning would have voted. The Brown Act and the Sunshine Ordinance require that government meeting agendas be publicly posted 72 hours beforehand to allow public participation. But both allow action on non-agendized items if all commissioners present deem immediate action necessary to avoid "serious injury to the public interest" and if the need for action arose after the agenda was posted. Commissioner Kopp moved to take action on Johnson's perceived conflict. Deputy City attorney (DCA) Andrew Shen, who is assigned to the Ethics Commission, cautioned against further discussion as the matter wasn't on the agenda, as did Ethics Director LeeAnn Pelham. Ethics Chair Peter Keane ruled that the matter was urgent, important and in order. A required roll-call vote on this decision wasn't taken but in agreement.



Cć

What ensued was a one-hour open discussion punctuated by DCA Shen's defensive refi potential conflict, Larry Bush shared e-mails showing that the Mayor's staff had called i and Johnson about, "having to recuse herself from items at the Planning Commission... Administration." This Shen did not disclose. Nor would he share that he told Johnson sl "attorney-client privilege." He wouldn't reveal if his advice was written or verbal. He ever points of law related to conflicts of interest. Not once did he mention that the Brown Ac non-agendized matters. Awkwardly, Shen was caught in his own conflict of interests - s differing views. Worse, Ethics was rejecting the "no-conflict" pass he had granted to Jol discussion, and suggested that one Commissioner send a personal letter to Johnson. I comments, Ethics voted 4-0 to send a letter advising Planning Commissioner Johnson incompatible" and to recuse herself from acting on "housing or other development proje

Ethics made a good-faith effort to fulfill its duty and met the immeallowed by the Brown Act. YIMBYs desiring fairness can report to E conflicts enveloping other Planning Commissioners. And Ethics sh conflict-bound City attorney with independent counsel."

Johnson acknowledged a conflict. She resolved it by contortion, vowing to avoid housir while continuing to vote on housing policy matters as a Planning Commissioner. Althou wanted to resign once hired by SPUR, Lee asked her to stay until he appointed another another 7 months. She walked out during public comments that overwhelmingly favore However, she did support one amendment that favored low-income residents. Tensions Jane Kim arrived to announce that the dueling proposals would be melded into a "cons YIMBY grievance against Ethics proceeded.

On 9/6/17, before the full Sunshine Task Force, Ms. Clark and a handful of YIMBY supp Commissioners Keane and Kopp and their allies. Intriguingly, the YIMBYs' fervor for sur long-committed sunshine advocates like Bruce Brugmann, Rick Knee and Bob Planthole Commission. The all-white YIMBYs injected victimology and identity politics into their n discriminatory to challenge Johnson because other Planning Commissioners harbor cc lamented that "I had my character thrown under the bus." Previously, she had argued it (Johnson) through the mud." She labeled Ethics "a rogue agency...filled with politically-r the hammer on whoever they deem a political opponent." Housing Action Coalition CEC about old white men not liking Christine Johnson." Dismissing conflict of interest conce for "a political witch-hunt for a minority female woman," "a political vendetta", "selective and "new levels of hypocrisy." They also maintained that the Ethics letter didn't address had received tips about Johnson's conflict weeks before and she had previously voted c almost worked. A motion to find that Ethics had violated the Sunshine Ordinance died c the 6-vote threshold needed to pass. Commissioner Johnson wasn't there to back her s Shen.

In sum, Ethics made a good-faith effort to fulfill its duty and met the immediacy exemp YIMBYs desiring fairness can report to Ethics the alleged conflicts enveloping other Pla Ethics should replace its conflict-bound City attorney with independent counsel.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing. Both are local San Francisco residents. <u>Contact Derek</u>

October 2017

Safe Injection Sites: Neither Drug Dens r Recovery

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Department of Public Health (DPH). In 2015, 179 people died of drug overdoses, about 100 by injection, primarily heroin and methamphetamine, mostly hidden in Tenderloin and South of Market hotels. Drugs drive thousands of ambulance runs and hospital visits for infections, overdoses, falls and other complications yearly, not to mention crimes and arrests.



The Bill passed the Assembly 41 to 33 and awaits a Senate vote. O Police Chiefs Association, District Attorneys Association, Sheriffs' Narcotic Officers' Association ... Nonetheless, SISs offer hope amic fentanyl-spiked overdoses despite the fierce policing and mass inc on Drugs."

Drug addiction is viewed by experts as an illness - *substance use disorder*. To tackle its Board of Supervisors passed Resolution 123-17 in April. It urged the DPH to convene a Services <u>Task Force</u> to assess setting up sites where people can legally inject their owr under medical supervision, and connect with health, drug treatment and social services meetings, the Task Force will send recommendations to the Mayor. In June 2016, Mayc injection site at a homeless Navigation Center, declaring his "vigorous disagreement ov heroin and meth, to literally destroy their bodies and their minds, in a City-funded shelte Director Barbara Garcia endorsed injection facilities in December.

Safe Injection Sites (SIS) originated in Switzerland in 1983 then spread to 100 cities in Canada, Denmark, Germany, and Spain. Two of these incorporated scientific evaluation <u>Supervised Injecting Centre</u> set up in Sydney Australia in 2001, and the <u>Insite</u> program i established in 2003. Their research shows that SISs attract hard-to-reach, high-risk drug and long-time addicts, many with no prior drug treatment experience. SISs promote saf likely reduce overdose deaths and infections as well as public injecting and litter. They treatment, social and health services without increasing local drug use, trafficking or cr Supreme Court of Canada blocked government efforts to shut down Insite in 2011. Des US, health officials in Seattle have authorized 2 SISs and San Francisco aims to follow.

Here, SISs would extend the DPH's Harm Reduction approach to drug addiction; distribu syringes annually, providing methadone or buprenorphine treatment for heroin addictio 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.

James Madison Freedom of Information Awar <u>Critics</u> who <u>analyzed</u> the data from the sydney and value of Value SISs challenged their enjust 31% of Vancouver public injectors said they would use SISs because registration is injections nor drug sharing are allowed. Acceptability dropped to 20% with police prese SISs, do so for less than 20% of their injections on average. Canada's Expert Advisory C Insite's thousands of visits represented barely 5% of overall community injections. Such potential and sometimes elusive benefits. The Sydney SIS could not demonstrate reduc infections, hepatitis or HIV. Although Vancouver's Insite reported improvements in all, tl saw no direct evidence. While neither program reported overdose deaths in-house, their those reported in the community. Apparently, some SIS clients feel emboldened to expe drug cocktails while safely supervised.

SIS referrals to drug treatment programs are widely touted, but only 14% of Sydney clier majority did not attend until recently, with added funding and follow-up. In Vancouver, judrug treatment. In San Francisco, merely 14% of drug users surveyed wanted drug treat wanted food and showers. Denial of disability is a symptom of addiction, but some tax returns on investments. However, both the Vancouver and Sydney programs reported c businesses and residents complained about loitering and drug dealing. While no increa detected, cops had boosted patrols around both SISs – a hidden cost.

SIS <u>critics</u> complain that "partisan sympathizers" cherry-pick data to highlight successe diversity of DPH's Task Force was revealed when its members were ruffled into admittii SISs. On 8/10/17 the Task Force proffered 6 City SISs rather than a pilot program. Othe <u>equity</u>" whereby every City District would do its fair share. Unaddressed are drug users' acceptability barriers and the allure of the street scene. Ideological opponents fear that behaviors. They call for more robust treatment programs as well as pre-arrest diversior mandate treatment.

The SIS movement is stymied by federal and state Controlled Substance Laws that pro drugs and paraphernalia. Even building owners and operators may be held liable. This N Sessions directed federal prosecutors to seek "the most serious, readily provable" pena work-around is California Assembly Bill 186 for a "Safe Drug Consumption Program." It approved injection sites. The Bill passed the Assembly 41 to 33 and awaits a Senate vo Police Chiefs Association, District Attorneys Association, Sheriffs' Association and Nar They worry about conflicts with federal laws, congregating drug-related criminality, and dens" that don't require treatment. Nonetheless, SISs offer hope amidst an Opioid Crisis overdoses despite the fierce policing and mass incarceration of the War on Drugs.

Like other municipal efforts to combat national plagues, SISs may relieve a fraction of t it overall. Since modest results fit the Harm Reduction paradigm, the Task Force will su 2020 Westside San Francisco Media. No portion of the articles or artwork may be subject without expressed consent



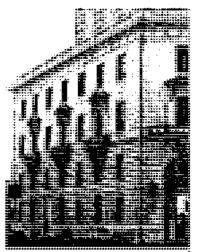
James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter September 2017

"" FBI Probe Plunged DPH into Turmoil,

by Dr. Derek Kerr & Dr. Maria Rivero

he March 2017 *Westside Observer* reported on the FBI probe of a pay-to-work s Department of Public Health (DPH). Payments had allegedly been solicited in e questions, promotions and shift assignments. Since then, new sources and doc investigation dug longer and deeper than initially reported, miring the DPH in recriminat

Starting in 2011, DPH janitors were questioned by the FBI and City Attorneys about payments for jobs and the hiring of janitors with unverified qualifications from China. Who notified the FBI is unclear. According to confidential DPH sources, a janitor who reportedly paid \$5,000 for a position that didn't materialize demanded a refund then complained after receiving just \$4,000. Another janitor allegedly paid \$10,000 for a position. No legal action ensued as the victims declined to testify. However, the DPH introduced multiple-choice exams for hiring janitors. The FBI kept watching for potential human trafficking.



Hostile Work Environment: In 2011-12, the

DPH launched 3 investigations targeting its General Services manager, Willie Crawford, other facility services. Several of his subordinates had complained about his "harassmereduced responsibilities. Crawford, a 35-year DPH employee who is African American ferently employees had issued "false allegations" resulting in a "hostile work environment" that His 2011 complaint to the DPH Equal Employment Opportunity office was rebuffed. So, California Department of Fair Employment and Housing (DFEH), adding retaliation to his

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Adding to the impression that dirt was being hidden was a series of and thefts from DPH executive offices at 101 Grove Street. The DP activating or installing security cameras. Key documents, including vanished."

To calm tensions, Crawford was assigned new supervisors. One was Ron Weigelt, hirec Resources chief in May 2013. Crawford says his mistreatment continued - including the © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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for threatening behavior.

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Investigative Zeal: Remarkably, the Whistleblower Program and the City Attorney pound witnesses from August to December 2015. Crawford's deputy and "right hand woman", and sought reassignment. In October 2015, Crawford was placed on Administrative Lea His replacement, a Payroll manager with no janitorial experience, was David Palma. Pal Amanda He as his deputy. That move was reportedly opposed by DPH Director Barbara staff who longed for change. But Weigelt, who protected informants, supported it and p purged half a dozen employees and supervisors, including witnesses to ongoing intrigu outcries over retaliation and discrimination.

The City's investigation stated that Crawford had "accepted money from a subordinate" "threatened bodily harm". Labeled an "administrative retaliation ploy" by Crawford, it res notice on 12/18/15. Crawford had been taken aback by a grilling on his personal financ and even his Chinese-American wife's business. Moreover, he had been ordered to under attorney present, and to attend a disciplinary hearing while on Medical Leave – a breacl City Attorney was investigating Crawford - while defending the DPH against Crawford's attorney protested "a biased investigation designed to terminate him" and successfully Attorney from the case. That's why Louise Renne's Public Law Group began defending thereby collecting \$187,158.

FBI Behind the Scene: The City's investigation wasn't autonomous. By November 2015, janitors it wanted to interview. FBI agents also interviewed DPH Human Resources Dire Director Micki Callahan. The DPH scrambled to review complaints janitors had filed sin Weigelt crafted a memo encouraging janitors to cooperate with the FBI and promising i information. This memo sparked contention between Weigelt and cagier City Attorneys off managers suspected in the pay-to-work scheme. The FBI asked to search Crawford' demanded a warrant. The FBI argued that it simply needed DPH's permission since the City Attorneys held FBI agents at arm's length. The FBI did not force the issue, but agen lack of cooperation.

Instead of an FBI search, the DPH's Weigelt directed a search of Crawford's office and c Attorney's investigation reportedly bypassed the As Needed janitors who were more like pressures. Adding to the impression that dirt was being hidden, was a series of break-ii DPH executive offices at 101 Grove Street. The DPH reportedly stalled on activating or i documents, including promissory notes allegedly showing that janitors had signed over vanished. Months of Crawford's emails also disappeared.

Concurrent investigations by the FBI, the Whistleblower Program, the City Attorney, and control-paranola and infrigue. Coworkers suspected each other of being EBI informant © 2020 Westside San Francisco Media: No portion of the articles or anwork may be



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Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver

Laguna Honda to Offer Medical Aid-I

by Dr. Derek Kerr & Dr. Maria Rivero



n May 9, 2017, Laguna Honda Hospital (LHH) pivoted to offering terminally ill patients the option of taking a lethal drug cocktail on its premises. This Medica Aid-In-Dying (MAID) policy is based on the June 2016 California End of Life Option Act and a related Department of Public Health (DPH) policy approved this February. Since the California Act prohibits MAID in a "public place" - and public hospitals are public places - it was assumed that patients would self-administer the pre patients without homes or caregivers, the DPH initially planned to "facilitate placement" setting." But there are few community settings where MAID can be safely conducted - c the right to choose the timing, place and manner of their own deaths, LHH devised an c need skilled nursing services, patients may be admitted to LHH for MAID.



Patients must personally request MAID from their physician. No on behalf. They must understand and communicate the nature and col The physician assesses the patient's eligibility and offers alternate Care, palliative sedation, ending life-prolonging treatment, or volur drink."

Since Oregon's 1997 Death with Dignity Act, Washington, Montana, Vermont, California, similar laws. Oregon data shows that 1,749 terminally-ill patients were prescribed lethal deaths. In other words, one-third decided not to use the drugs. Last year, just 0.37% of a MAID. Overwhelmingly, they were over 65, white, college-educated cancer patients with 5% took MAID in long-term care facilities like LHH. The prime reasons for seeking aid-if control, unbearable quality of life, and loss of dignity. In 19 years, no complaints of MAI The MAID advocacy group Compassion and Choices describes the experience in a vide

To qualify for MAID, patients must be California residents, at least 18 years old, and ter months to live. They must have the capacity to make informed medical decisions - and drug. Because patients in Skilled Nursing Facilities are vulnerable to coercion and desp that MAID requests are voluntary and rational. Patients must personally request MAID : can.do.so.on.their.bebalf. They must understand and communicate the nature and con © 2020 Westside San Francisco Media. No portion of the articles of artwork may be an even without expressed consent.

James Madison Freedom of Information Awar Concerns about a patient's mental state or judgifient require evaluation and clearance? Psychologist. The review takes 3 weeks at minimum, and likely twice as long. In Oregon decision can be rescinded at any time.

Days after the written attestation, a prescription is made out for 10 grams (100 capsule along with pills to prevent vomiting. The medications are provided 48 hours before the must self-administer the drugs and is reminded that it's OK not to take them. To mask t emptied into half a cup of juice or apple sauce then swallowed within 2 minutes. In Ore out after 5 minutes but a few stayed awake for an hour. Most died within an hour, thoug days. The cocktail can be modified to speed up the effect. A physician fills out the deat underlying terminal illness as the cause of death. By law, MAID is not suicide and does

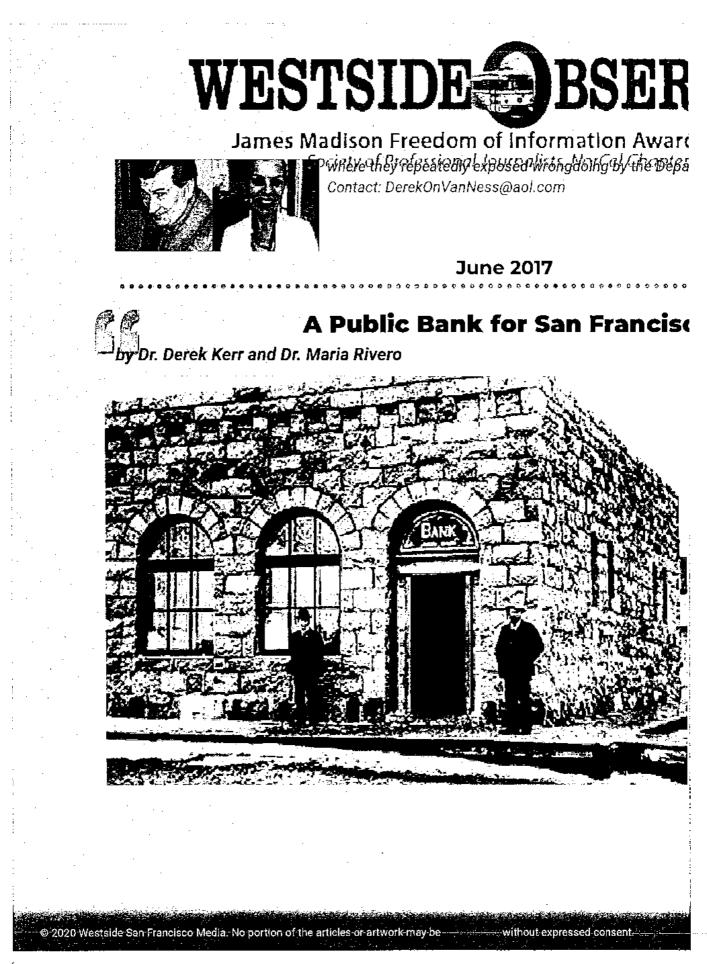
All MAID prescriptions and related deaths are reviewed by the State Department of Jus Health (CDPH), respectively. Annually, the CDPH will publicly report the number of press demographic data, keeping patient identities confidential.

MAID is controversial and emotive. Catholic doctrine opposes it, as does the Hippocrat Medical Association though the California Medical Association takes a "neutral" stance believe that MAID reflects a fear of disability, thereby <u>devaluing</u> the lives of disabled per quality of life may be due to poor quality of care. Traditionally, Hospice care neither pro process. Accordingly, the Act allows health care providers and hospitals to opt out. Cat and St. Francis prohibit MAID. So does the VA hospital system. The Vitas Hospice chair not prescribe MAID.

Commendably, LHH conducted a staff survey before introducing its MAID policy. Only E physicians agreed to participate. Support seems spotty among nurses, most of whom i did not disclose how many staff refused to participate. Or how many declined to be sur response rate. LHH acknowledged "challenges that needed to be addressed for consciexplanation. Staff who oppose MAID on ethical, cultural or religious grounds are free to be offered Monday through Friday during the daytime when enough supportive staff are afforded a private room on the Palliative Care Service which is accustomed to caring fc

LHH patients, who are largely poor and non-white, were not surveyed. Neither were DPF the demand for MAID. A UC Berkeley <u>poll</u> showed that 76% of California voters support African-Americans. No one has polled terminally ill patients. Offering MAID without pus be a challenge.

Apart from those who request MAID, who benefits? The DPH Flow Project rushes non-p to relieve crowding and cut costs. In October 2012, DPH Director Barbara Garcia listed priority. In a May 2014 "Patient Flow" presentation, LHH reaffirmed its commitment to " 2020 Westside San Francisco Media. No portion of the articles or artwork may be villout expressed consents.

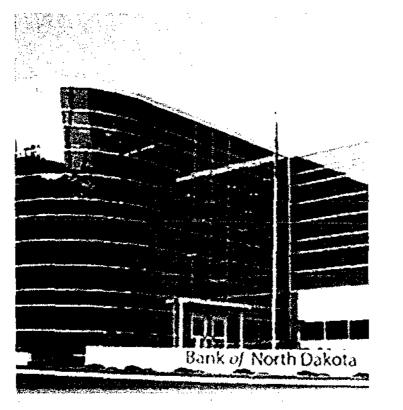


106 of 236



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The Non-Partisan League gained control of the Governor's office, majority control of the and one-third of the seats in the Senate in 1918. Their platform included state ownershi and credit agencies. In 1919, the state legislature established Bank of North Dakota (BN Mill and Elevator Association. BND opened July 28, 1919 with \$2 million of capital.



here does money come from? It's created from nothing - by banks. Because banks can lend \$10 for every dollar they hold. By charging interest on this f much more than they lend. Since loans are marked as deposits, they can al governments collect taxes and deposit them in big banks. By serving as intermediaries this money or lending it. Instead of fostering community development, most bank loans institutions, insurance and real estate companies, hedge funds and corporate raiders. C urban development grants have locked cities into the private banking system. Averse to budgets, eities obtain private credit via municipal bonds or public private deals that rev

budgets, cities obtain private credit via municipal bonds or public-private deals that rew the costs of public projects. Private banks monopolize a wealth-transfer mechanism th shareholders at taxpayer expense.

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James Madison Freedom of Information Awar((LIDON), The Works Demonstration Generation Freedom al Journalisty Rosent Employ auctions. These and a host of other violations yielded billions in pilfered profits despite settlements.

Supervisor Sandra Lee Fewer directed the Budget Analyst to re-ass city-owned bank. Treasurer Cisneros will also have an opportunity With the ongoing risks and predations of private banks, threats of 1 cities, and revenue losses from denying bank services to the canna banking option is needed."

One antidote for these abuses is to establish <u>public banks</u>. Their purpose is public interpublic utilities under public oversight, they take tax receipts deposited by governments. projects and local businesses and return profits to General Funds. Run by salaried civil commissions for boosting loans or pursuing speculation. This alternate paradigm work (BND), the nation's only public bank. Founded in 1919 to support farmers who couldn't banks, it now finances <u>infrastructure</u> projects, and provides low-interest loans for stude services. BND partners with local banks that lend to homeowners and small businesse pumped some \$300 million back into State coffers – one reason North Dakota was uni financial crisis. In 2015, the BND's infrastructure Loan Fund offered 30-year loans - at 2 banks are publicly-owned. Among US <u>cities</u> considering public banks are Oakland, Sant

San Francisco already has a <u>template</u> for public banking. In 2009, then-Supervisor Johr Sociologist Karl Beitel, who went on to publish a <u>monograph</u>; "Municipal Banking: An O public bank could recapture \$68 million annually by purchasing the City's short-term bo foreclosures and housing costs that displaced City residents, as well as the Occupy Wa movements, in 2011 Avalos asked the City's Budget and Legislative Analyst to research Rose's September 2011 <u>report</u> identified a major barrier: State law. Government Code s shall not, in any manner, give or loan its credit to or in aid of any person or corporation." Attorney <u>opinion</u> concluded that as a charter city, San Francisco could establish its owr create public banks (AB750 in 2011 and AB2500 in 2012) were vetoed or buried after o Bankers Association, and the State Treasurer.

City Treasurer Jose Cisneros was guarded while testifying before the City Operations a Committee on 10/24/11. He admitted that the City deposited its funds with Bank of An Bank at a cost of \$2.7 million/year. He emphasized his legal obligation to prioritize sec order, for City investments. There was no assessment of the security of City funds plac co-mingles its \$1 trillion in deposits with \$70 trillion in derivatives. When such banks fa

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Cisneros' current Investment Policy keeps "social responsibility" subordinate to security liquidity, and returns. However, his "social responsibility screen" steers City investments from firearms producers, major polluters, and predatory lenders. A foe of predatory ban Cisneros uses public bank-like tools to boost community financing. In 2008 he advance Bank On SF program that partners with credit unions and "responsible banks" to provid income residents with low-fee accounts. Last year he suspended Wells Fargo from the sham accounts nationwide. His Kindergarten to College program used City and philantl savings accounts for over 18,000 kids. This March, he was pushed by the Board of Sup that sponsor the Dakota Access Pipeline. Why not open a public bank?

E-mails obtained from the City Treasurer's Office since 2011 reveal wariness, skepticisr public banking - and its proponents. Inquiries from Avalos and associates were cautiou Legal Section. Correspondence between City and regional treasury officials expressed :

- 1. Conflicts of Interest: Can bank governance be insulated from politics? Will politic loans, or how bad debts are collected?
- 2. Complexity & Cost: Can the City provide the necessary expertise and start-up cap
- 3. Risk-Management: Would prioritizing economic development loosen loan standa risk?

The <u>Public Banking Institute</u> has answers to these questions. And on 4/11/17 Supervis the Budget Analyst to re-assess the feasibility of a city-owned bank. Treasurer Cisneros to re-assess his stance. With the ongoing risks and predations of private banks, threats cities, and revenue losses from denying bank services to the cannabis industry, a public



Dr. Derek Kerr and Dr. Maria Rivero and were senior physical and the senior ph

whetleblower retaliation trial rendered a \$2 million judgment

involving the City Attorney's Claims Bureau. Herrera maintained he had long-planned to After 3 weeks of testimony, a Superior Court jury, unanimpusiv spurned. Herrera's oath the nothing to do with my decision to replace her."

Prompted by an FBI tip about fraudulent claims, Hoeper found that plumbing contracto checking City records to locate City trees. They drove around to video sewer traps with Then they knocked on doors warning of tree root problems needing immediate attentio 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



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... Hoeper had offered to settle for \$1,895,000 while Herrera countered with \$355,000. Now, taxpayers face bills surpassing \$3 million for Herrera's attorneys, plus \$2 million for Jo Hoeper and around \$2.5 million for her attorneys."



Sewer and tree-related claims were soaring. In 2002, 202 claims totaled \$1.1 million. By \$4.6 million. The 10-year total was \$24 million, including legitimate types of sewer and didn't pay for sewers infiltrated by city-owned trees because roots rarely break sewers. And most can be cleared by root cutting for a few hundred dollars rather than spending replace entire lines. That's why Oakland, with a comparable number of city trees, paid \$ sewers. Meanwhile, one SF contractor collected \$600,000 over 2 years solely from City did replace sewers, it paid 50% to account for depreciation. SF paid full freight for brand that dubious payouts had cost taxpayers \$10 million.

Most of the claims were for private sewer lines that run from homes to the sidewalk. By sewers, the City was providing capital improvements for property owners and big payd contractors. According to the Government Claims Act, cities are only liable for public se And City codes require the Department of Public Works (DPW) to fix street sewers throi However, the Claims Bureau paid

for some street sewer jobs. These irregularities were tolerated as "a conspiracy of expedite repairs. Hoeper saw false claims and suspected corruption.



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Herrera supported Hoeper's investigation - until her findings triggered blow-back. Matth connected Herrera ally who heads the Claims Bureau, was rattled. He told Hoeper; "You be sorry." Also upset were PUC Manager Ed Harrington and DPW Director Mohammed I Bureau for mismanagement. Wagon-circling ensued - another conspiracy of expediency Deputy Attorney, Therese Stewart, to defuse tensions and wrap up Hoeper's investigatic Rothschild and his staff, without notifying Hoeper's investigative team of her back-char fended off Harrington's accusations, declaring; "Everybody has a hand in this...no need 2012, Nuru and Harrington barred the "pre-approval" of cylaims by the Claims Bureau w

Troubled by Hoeper's ongoing search for "something nefarious," Stewart demanded a "a blow by blow summary" of Hoeper's findings. Instead, Hoeper delivered a 27-page draft recommending a "top to bottom" audit of the Claims Bureau. One week later, Herrera to to the DA's Office for 18 months, then be released with full retirement benefits. It was at landing, removing a threat rather than demoting an under-performer. Plus, Herrera's tim Rothschild, a target of the sewer investigation, knew of Hoeper's sacking a week before Herrera would reconsider, Hoeper accepted the transfer and a \$120,000 severance but her release from the DA's Office, she filed a wrongful termination claim in June 2014.



Attorney John Keker

Herrera testified that he had "lost confidence" in Hoeper and resolved to replace her in find the right person. He described a desultory recruitment effort that stretched over 2. run for Mayor. He couldn't prove he interviewed candidates because he didn't keep note 2020 Westside San Francisco Media. No portion of the articles of artwork may be



James Madison Freedom of Information Award termination, arguing that she Wash () tob emotions any devastated to take Vacations of 4 outlets. He exhorted; "Press contact is not distress, it's a sign of wanting to win." As if t attention. Keker asked why she accepted a transfer to the DA. Answer: "I needed a job." transfer? "I was unsure if I wanted to do it." Why did she finally decide to sue? "Because City Attorney's Office if I didn't and it came out some other way."

Therese Stewart, now a judge, testified: "There was always some friction" between Herr good enough job," underestimating liability, withholding information, scrambling from "c rather than settling - and making a paralegal cry. She cited key examples of said flaws Herrera decided to fire Hoeper. They wobbled like pretexts under cross-examination by Fickes, and were refuted by several witnesses. Something more than Hoeper's tempera about "over-investigating" the sewer deals. As to why it took 2.5 years to recruit Cheryl . Stewart glibbed, "no one thought of her" - even though Adams had sought the job while

Ironically, Herrera manifested the flaws he attributed to Hoeper, i.e., bungling a crisis, d withholding information, and running up costs by over-litigating. Records show that Ho \$1,895,000 while Herrera countered with \$355,000. Now, taxpayers face bills surpassin attorneys, plus \$2 million for Jo Hoeper and around \$2.5 million for her attorneys.



Dr. Maria Rivero and Dr. Derek Kerr were senior physicians a Ithey repeatedly exposed wrongdoing by the Department of I watchdogs@westsideobserver.com.

FBI Probe of DPH2Bribery Schei

by Drs. Derek Kerr and Maria Rivero



ecall when the FBI exposed "pay to play" schemes involving State Senator Lela Commissioner Nazly Mohajer and staffer Zula Jones, as well as political const president Keith Jackson? Less well known is the FBI probe of "pay to work" cla Public Health (DPH).



...employees - who requested anonymity for fear of retaliation, told work schemes exist in many departments but mostly the DPH - the some 7,370 positions ... gifts can yield access to exam questions, locations, or promotions."

embels2015-0Philapitals.who are called, not tess received as memory station with he © 2020 Westside San Francisco Media. No portion of the articles or artwork may be stated without expressed consent.



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Ron Weigelt, DPH Human Resources Director

in exchange for jobs, promotions, or assignments." It came from DPH's Human Resource both Chinese and English, it explained, "if you give truthful information to the FBI about use that information to seek discipline against you." Immigrant porters are more vulner to their limited English proficiency and knowledge of laws. Some complained about brill pro quo culture, according to DPH sources. But the mostly Chinese-speaking porters we promised immunity from reprisals. None were willing to testify and the FBI probe collap.

Janitors maintain safe, clean, functional environments for every City department. Those called porters. Those working in non-clinical departments are called custodians. Paying these entry-level jobs attract immigrants and minorities with basic manual and languag "Pathways to Entry Level Positions" training to help candidates with applications, exam Last year, 959 janitors worked for the City. Meanwhile, there were 812 applicants for a s There's plenty of competition.

Applicants must have 6 months experience in commercial janitorial work, or complete a Program. To get hired, they must pass a 2 hour test with 75 multiple-choice questions. permanent Civil Service position with benefits, rather than being hired provisionally or "a competition for job locations, shifts, and promotions. Each of these decision points car kickbacks and extortion. Current and former City employees - who requested anonymit WSO that pay to work schemes exist in many departments but mostly the DPH – the Ci positions. Allegedly, sums up to \$5,000 or expensive gifts can yield access to exam que locations, or promotions.

For some, these are good deals. Others, who earn their jobs and assignments, resent the when less-qualified workers can buy a job. Pervasive corruption can be subtle when bri rather than demanded. Some who refused to pay tribute were reportedly bullied or give without expressed consent.

James Madison Freedom of Information Awarc and according to Callahan; "there is is is the failed in the second of the second of

At the October 3 Commission meeting, Callahan whittled the narrative down to "one alle individual who...was terminated". Nonetheless, she was launching a training program to rights. Commissioner Kate Favetti emphasized that the City has reduced the number of vulnerably in provisional and "as needed" positions. Commission Executive Director Mic characterized the bribery claims as a "new thing" then acknowledged that investigation "those people that are affected are not coming forward." On that point everyone agrees

There is disagreement on the scope of the problem and how to proceed. Officialdom de while our sources say that 3 DPH employees have been fired. DHR records show that in members e-mailed the Mayor, Board of Supervisors and department brass to report the for surveys and policies to counter workplace favoritism, bribery and the resulting confl Promptly, DPH Director Barbara Garcia and Ron Weigelt conferred with a City Attorney a use of DPH e-mail during work hours. Then DHR Director Callahan notified Louise Renn FBI probe.

One month later, DHR Policy Director Susan Gard responded officially that additional lay "a problem being caused by people who are willing to break the law and disregard City "rooting these people out of the system is the most effective way to eliminate this type because victims aren't willing to testify. Also, the anti-corruption efforts of Managemen different political expectations.

Records show that the two sides agreed on training janitors about workplace rights, an how to get help if violations occur. We asked the DHR for any notices or policies related extortion developed since the issue arose in 2016. On 1/27/17 there were "no responsivagencies will likely be more adversarial toward San Francisco in coming years. Better to before the feds step in.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

March 2017



Will Honesty and Sanity Save Laguna

By Dr. Maria Rivero and Dr. Derek Kerr

n 1/10/17 Laguna Honda Hospital (LHH) CEO Mivic Hirose disclosed a State citation a accidental death of a natient. It was 85 year old Eugene Jeandeville. "Gene", had lived a © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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Eugene Jeandeville



since our "Requiem for an Old Friend" reported on April 2015.

Commendably, LHH disclosed the State investigation of the accident, the pena actions the hospital has taken – before the CDPH issued its <u>Press Release</u> on media about Class AA citations, the most severe, whose fines range from \$25,000 to \$ own revelation occurred at its public Joint Conference Committee meeting – a forum u lapses, spin controversies and celebrate trivia. It took 2 years, partly due to a backlog ir Office, the bureaucratic pace of State regulators and the gravity of the case. Still, LHH's notch toward honest accountability. Adverse outcomes, though rare, occur in all hospitdreaded and difficult. Doing so shows professional integrity and respect for the commu

At the same meeting, LHH quietly reversed a bizarre feature of its Admissions Policy. A Medical Director has been restored as "the ultimate authority over admissions." Sane at could be uneasy for recently-appointed Medical Director Dr. Michael McShane.

During the notorious Flow Project of 2004, a reckless political deci regarding patient admissions. Former LHH Medical Director Dr. Ter

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James Madison Freedom of Information Awar(dialysis nurse turned administrator lyne/c/finosessocce/deamin/ineral/hing Tinal sayrover potential harms and liabilities involved, that Admissions Policy degraded professional r hospital that aspires to be more than a Nursing Home.

Perhaps these steps toward honesty and sanity were spurred by external pressures from Nevertheless, they are encouraging signs for the New Year.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver

February 2017

City Hall Watchdogs Show-Down on Cronyism and Conflicts

By Dr. Maria Rivero and Dr. Derek Kerr

he Civil Service Commission (CSC) convened on 9/19/16 to respond to charge cronyism" in City hiring and promotion. These complaints, mostly from Human Department of Public Health workers, rattled the CSC last November. (see WSC

CSC Executive Director Michael Brown reported that of the 27 complaints, one was vali outside the Commission's purview, and 17 showed no violation of existing rules. Non-vi the "broad discretion" granted to appointing officers since "Civil Service Reform" in 200 Chair Gina Rockanova identified an "unfair hiring process" as "the elephant in the room asserted that "managers do whatever they want" including secret promotions, stacking and black-listing dissidents. While all City jobs require minimum qualifications, indignal "not given a fair opportunity to compete" because non-merit factors like relationships a appointments.

appearances matter. Perceived high-profile entanglements fuel cla erode the sense of organizational integrity that keeps employees lo

Representatives from the most-blamed departments were summoned to the Commiss Director Ron Weigelt indirectly acknowledged a diversity "breakdown" within Laguna Hc which is disproportionately Filipino. However, he didn't explain why it happened or if an from it. He vowed to extend outreach and recruitment efforts to under-represented com hiring managers and interviewers have been required to study "implicit bias" and sign a Westside San Francisco Media. No portion of the articles or artwork may be

James Madison Freedom of Information Awar The Commission announced a forth coming Relationship Policy to deal with formantic a between job applicants, employees and appointing officers. Currently, employees are pi hiring of family members or supervising them directly. However, both the DPH and HSA favoritism and conflicts of interest involving contractors as well as employees. The ren partly due to controversy swirling around Antonio (Tony) Lugo, HSA's Welfare to Work a Director since 1999. His base salary was \$169,080 in 2015.

Lugo is a Program Manager, but is also listed as a Deputy Director. Deputy Directors, ac and Governmental Conduct Code; "...shall disclose income (including gifts) from any sc investments, and all business positions..." In his capacity as a Program Manager within "no reportable interests" in his Statements of Economic Interest from 2012 through 201 them previously, HSA told us. HSA's Statement of Incompatible Activities, a guide to av-"No officer or employee may knowingly provide selective assistance (i.e. assistance the all competitors) to individuals or entities in a manner that confers a competitive advant who is bidding on a City contract." Problem: Public records suggest a possible conflict i Ahumada. She's the Director of Arriba Juntos, a venerable, major non-profit provider of services to HSA's Welfare to Work Program – a program headed by Lugo. Ahumada ear Juntos, and previously served on Grievance and Oversight committees in the Cal-WORF Alameda County property records show that since September 2002, Antonio Lugo and a rental condo in Albany. Their mailing address for property taxes is a house in San Pat Controller's records show that Arriba Juntos has received some \$44 million since 2006 About 25% of the grants came directly from City funds, the rest from federal grants adn for 2014-15 show that half of Arriba Juntos revenues - \$5.3 million - were government (

There's more. An 8/24/16 Controller's independent audit identified significant lapses; be Arriba Juntos' delivery of services. Although Arriba Juntos is inspected annually by the Monitoring Program, HSA representatives are closely involved in these inspections. The Monitors; "...your first resource should be your supervisor and/or your department's Ste representative."

The big question is whether an outside relationship between Tony Lugo and Dalila Ahur Juntos an advantage in securing HSA grants. Typically, HSA solicits bids via a public Re Applicants submit proposals and bids, and they are interviewed by a Review Panel who standardized questions. Scores are assigned to each response and tabulated to detern highest average score. Tips from an HSA insider can give a favored bidder a competitiv

While grants are approved by the Human Services Commission, CEO Trent Rhorer, and actual selection occurs when competing bids are reviewed. That process is approved b Manager, among others. For example, on 6/19/15 Arriba Juntos won a \$495,000 HSA g © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

James Madison Freedom of Information Award this", and it "must be vetted by Opper/IRanagement? Still, LUGOS key position and mistap kept staffers buzzing. It's not the first time. Between 2007 and March 2016, Lugo co-ow Terri Austin. Austin rose to Principal Administrative Analyst in Lugo's Workforce Develo when she became HSA's Integration Coordinator.

Potential conflicts of interest can be averted by segregating the involved individuals fro disposing of assets that create the conflict, or obtaining an Advance Written Determina no conflict exists. We asked HSA, CEO Trent Rhorer and Tony Lugo if such steps were t real estate holdings with a former subordinate (Austin) and a vendor (Ahumada). HSA i (or) explanatory statements of administrative action surrounding potential conflicts of appearances matter. Perceived high-profile entanglements fuel claims of "favoritism" ar organizational integrity that keeps employees loyal and motivated.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com



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December 2016 / January 2017



James Madison Freedom of Information Awar(The costsori repailing annageaveracies abinty, 1/2% Entrel perpent fewer convicted. With such long odds for recovery, prevention is k

What Drives Auto Burglaries: There's a tendency t the homeless, drug addicts and juvenile delinquents. That connection is minor; some 7 committed by criminal street gangs. Overwhelmingly, perpetrators are young, unemploy records. Skilled and organized, they stake out lucrative targets (tourist sites, Costco, Sti cell-phones, flashlights, glass-breaking tools, look-outs, getaway drivers and fences acr proficient at counter-surveillance and evading capture. Some are tech-savvy, opening c: mimic or remotely activate your key-fob signal. More than just a crime of opportunity, a livelihood with a self-reinforcing thrill.

Accounting for crime trends is notoriously difficult. Simply stated, crimes flourish when are low. The influx of <u>monied</u> newcomers and tourists leaving valuables in cars makes destination for thieves. Many residents can't distinguish their neighbors from suspiciou streets as garages fill with stuff or tenants. Much has been made of the November 201 reclassified "non-serious, non-violent" felonies, like car break-ins yielding less than \$950 research shows that many States have lowered theft felonies to misdemeanors, and nc crimes.

Putting away car burglars is tough: it requires an eye-witness or vie suspect who gets arrested must be charged or released within 48 h scramble to compile evidence that meets the "beyond a reasonable then can the DA press charges in court."

More important, per the Civil Grand Jury, was the SFPD's 2009 pivot toward Community and Chief Heather Fong. Until then, investigative units like the Serial Crimes Unit had be Headquarters. That allowed inter-unit collaboration and cross-precinct responses to se with neighborhoods to fight crime, the SFPD dispersed investigators to local precinct si including disbanding the Serial Crimes Unit, favored criminal outfits operating across pi

BURGLARIES IN 2016						
	January	February	March	April	May	Ţ
Auto	200	157	154	117	112	-
Rouse	35	47	73	29	40	

Putting away car burglars is tough: it requires an eye-witness or video evidence. The rai requires an eye-witness or video evidence. The rai of the articles or artwork may be without expressed consent.

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James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter Crimes Unit. It pioneered the "bundling" of multiple incidents into one prosecution by st they commit serial break-ins, until enough evidence is gathered to convict. Along with s investigation, it specializes in post-arrest evidence collection. Videos, victim statement of stolen property are presented to the DA within 48 hours. These developments align v recommendation to restore the Serial Crimes Unit.

The DA's "Crime Strategies Unit" also functions as a Serial Crimes Unit, collaborating w Formed in 2014 - the first in California, its prosecutors are assigned to neighborhood pr local intelligence to thwart recurrent crimes. It has mapped a network of security came evidence. Security cameras owners can register theirs online at <u>sfdistrictattorney.org</u>. 1 from 63% in 2014 to 80% in 2015.

Westside Communities Mobilize: The spikes in auto and residential b mobilized Westside communities as reported by Tom Pendergast in the April 2016 WSC Captain Denise Flaherty announced that uniformed and plainclothes officers had been showing where and when most break-ins occurred. Follow-up investigations were inten Volunteers on the Community Advisory Police Board, a gem of the 2009 Community Pc community concerns and ideas with police brass, then created and distributed the earli neighborhood hot-spots. Supervisor Norman Yee began crafting legislation requiring re tourists about break-ins and how to prevent them. On 10/18/16 the Board voted 7 to 4, Property Crimes Unit" ordinance. Mayor Lee vetoed the Ordinance on 10/26/16. It woul Crimes unit in each precinct with the flexibility to address unique local crime patterns, v centralized Patrol Bureau Task Force.

Car break-ins steadily subsided – until September. At a 10/18/16 Community Forum, S precinct residents that burglaries are prioritized with "more effort" applied to monitorin evidence, "working every lead" – and making arrests. Taraval Station's exemplary webs monthly analyses of auto and house burglaries:

Prop R – Safe Neighborhoods Ordinance: Reacting to rising proper encampments, Supervisor Scott Wiener authored <u>Proposition R</u> to create a "Neighborho SFPD. It aims "to make neighborhoods safer and improve quality of life" – as did the 20 policing. Instead, Prop R re-centralizes various crime units into a single command struc officers. Currently, the growing Patrol Bureau Task Force constitutes 1.1% of SFPD's 1,7 effect only when the SFPD roster reaches 1,941 sworn officers, as mandated by the Ch 2017. Civilians should guide policing, and Prop R resonates with frustrated voters. How solution, something that the SFPD, working with the DA and the Department of Homele already implementing, and can modify as crime trends shift.

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James Madison Freedom of Information Award Society of Professional-Journalists, Not Cal Chapter

By Dr. Maria Rivero and Dr. Derek Kerr

he whopping \$190,903 forfeiture imposed on Supervisor Mark Farrell by the Eth most controversial in the City's history of campaign law violations¹. Now Farrel other. In the era of <u>Citizens United</u>, money as speech lurks beneath their Superiby the Ethics Commission's bold response to a Fair Political Practices Commission (FP supervisorial campaign <u>unlawfully coordinated</u> with an "independent" expenditure com



Supervisor Mark Farrell

The FPPC Investigation:

James Madison Freedom of Information Awarc planning of CSV and thereby "Caused in to become a controlled committee of Mark/Parf Act, a controlled committee is one that is directly or indirectly controlled by a candidate acts jointly with the candidate in making expenditures. Since Farrell denied cheating an asserted otherwise, the FPPC added, "The evidence supports the finding that Mark Farr Respondent Lee, as an agent of the Farrell Committee, to coordinate with Respondent (Farrell's responsibility for his agent's actions, but voted 3 to 1 finding Lee "most responfor enabling CSV "to send out hit-pieces on opponents without disclosing its associatio

Ethics Commission Asserts Itself: As a State agency, the FPPC couldn't address the Cit contributions. Its \$14,500 fine for influencing \$221,500 in "independent" expenditures - was hardly a deterrent. After inertly participating in the 4-year FPPC probe, former Ethic notified Farrell on 12/9/14 that CSV expenditures beyond \$500 were considered donati reported spending \$43,399 supporting Farrell and \$148,004 opposing Reilly, Farrell had exceeding the \$500 limit. When Reilly's attorney, Charles Bell, demanded additional pen abuse" of City campaign laws, it sparked a duel with Farrell's attorney Jim Sutton.

Two weeks before the scheduled Superior Court hearing - a settl Farrell offered to pay \$25,000"

In a series of meetings before skeptical Ethics Commissioners, Sutton insisted his clier exonerated" by the FPPC, and that the 4-year statute of limitations for City campaign la' portrayed Farrell as a novice, reliant on his consultant, and unaware of campaign violati interrogation in 2012. Sutton deemed the forfeiture demand unprecedented and inapt b money that CSV collected. Further, Farrell had cooperated with the FPPC – in full view c take timely action. Bell countered that Farrell was liable for his agent Lee's violations, a concealment" of his wrongdoing extended the deadline for legal action. For example, Fi campaign reports to show that CSV was controlled by his campaign. And since CSV was campaign, it was his money.

Then came a schism between the Ethics Commission, its Executive Director and the Ciscenes, the City Attorney declined to pursue a civil claim against Farrell, citing the statu the commissioners forged ahead with their forfeiture demand. Then St. Croix caved, draciting "statute of limitations concerns." On 4/27/15 the commissioners decided that the say on the waiver. The Deputy City Attorney assigned to Ethics cautioned he was "unaw Commission to "adjudicate" its Director's waivers. The City Attorney had long sought to setting policies while letting department heads implement them. Per Administrative Co

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James Madison Freedom of Information Awar the waiver. Commissioner Keaffe asked, "If Parfell's inhpioling Waiver, why has he flotted could waive the statute of limitations and defend his integrity at a Hearing." None of the Farrell was clueless about CSV's machinations in his behalf. As summarized by Keane, solicit \$191,000 without Farrell's involvement isn't credible." They held Farrell accountal because Lee acted within Farrell's agency as his campaign consultant. Sutton decried t interpreting the Campaign & Gov't Conduct Code: 1.168(c)(4) as "solely" authorizing the forfeitures. Ethics Chair Paul Renne asserted the Commission's "inherent" right to overr as a Commission, are just a bunch of supernumeraries," Keane added.

The forfeiture demand was referred to the Treasurer's Bureau of Delinquent Revenue fo walled until 11/4/15, then rebuffed it because the FPPC "concluded that Supervisor Far Treasurer sought guidance on the impasse. On 4/25/16 a frustrated Commissioner Kee campaign "took illegal contributions and laundered them" through CSV. After closed see decided to sue Farrell. Four days later, Farrell sued Ethics. On 5/23/16, Ethics instructed cross complaint" to recover the \$190,093.

Farrell's Money as Speech Defense

Farrell's lawsuit emphasizes the statute of limitations expiration, the FPPC stipulation t forfeiting funds he never held, and the denial of due process without a formal Ethics he complaint alleges that Farrell engaged in "concealment" and was "personally involved in was aware of Lee's activities in this regard." Since Farrell blamed Lee for going "rogue," explained Lee's motivation for acting in such an allegedly unauthorized manner," and wi be held responsible for the actions of all persons working for his campaign."

In a First Amendment twist, Sutton fired off a "Special Motion to Strike" the City's crossfreedom of speech. His tightly-woven 7/18/16 plea contends that the City's case is untivictimized "because he exercised his constitutional rights to run and campaign for offic defended its enforcement of contribution limits, adding that campaign law violations at replied that since the City's allegations are unproven and Farrell "vehemently denies" the Farrell for "raising and spending funds to be used to communicate with voters about pc qualifications for office." Two weeks before the scheduled 10/3/16 Superior Court hear Farrell offered to pay \$25,000.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver

without expressed consent

1. Case # CGC16551745

2. Westside Observer, July '16 -

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Sewergate:

Gushing Costs and Profits in City's War on Whistleblowers

By Dr. Maria Rivero and Dr. Derek Kerr

he fate of high-level City whistleblowers is retaliation. Then immiseration, as in to dead ends, notably Human Resources departments that are harnessed to mi Commission that hasn't sustained a retaliation claim since its founding. Whistliburial or seek validation externally from courts or the media—at a cost.



Herrera's Chief Trial Attorney Joanne Hoeper

Take Sewergate—the dispute between City Attorney Dennis Herrera and his former Chié whistleblower, <u>Joanne Hoeper</u>. Her lawsuit alleges that the City Attorney's Office enable replacement scheme that drained \$2 million in taxpayer dollars annually, and that Herre © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

104 - 4026

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James Madison Freedom of Information Award between October 8, 2015 and Rile 27, 2616, Keker & Van Nest Collected 22 Checks Rola Attorney's Office taken this case, even at its top billing rate of \$291/hour, the costs wou million in taxpayer funds. The City Attorney's Office held 10 other sole-source contracts in 2015-16. Unlike the open-ended Keker & Van Nest deal, their pay-outs were capped. M Van Nest outlay. All 10 totaled \$1,895,000.

According to City Charter section 6.102, the main reason to retain outside counsel is to example, when Hoeper filed her initial retaliation claim against the City Attorney's Office Clara County Counsel for independent evaluation since Herrera was the respondent, an outside counsel may also be appropriate for unusual or specialized cases, internal inveworkplace distractions. However, the Charter requires that City officials; "shall give prefof a City attorney's office, a County counsel's office or other public entity law office..."

Had the City Attorney's Office taken this case, even at its top billing costs would be one-third of almost \$2.2 million in taxpayer funds."

Keker & Van Nest

How did Herrera come to hire Keker & Van Nest – a private and pricey powerhouse that occasionally does pro bono work? Granted, the lead defense attorneys, John Keker and Susan Harrison, served on the Police and Ethics Commissions, respectively. But according to The California Lawyer, Keker is "the lawyer other attorneys would turn to when they are in trouble." We asked the City Attorney's Office for policies or legal opinions that justified the sole-source contract with Keker & Van Nest, as well as records showing that public entity attorneys had been solicited to take the case. There were none. As to our query; "Who approves the City Attorney's decision to hire outside counsel?" we were told; "Given that the lawsuit is an active litigation matter, we are disinclined to respond to your questions about it at this time."

Campaign Donations

Pre-trial litigation costs are exploding due to Keker & Van Nest's stratospheric fees and hours. Calculated at \$850/hour, payouts through July 2016 amount to 2,564 hours - equivalent to one attorney working 40 hours a week non-stop for 16 mont

retainer agreement identifies 3 attorneys, but doesn't limit the number Keker & Van Nes <u>July the contract hasn't been amended. Eurther, it's unlikely that the firm's billing and ca</u> © 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent:





James Madison Freedom of Information Awar was expected to be thrown out of court instead, off Superior Court Guidge Herrera's arguments that Hoeper relied on privileged information she obtained as an at of limitations, and failed to tie her termination to her sewer investigation. Ulmer denied judgment and granted Hoeper a July 5th trial.

Team Herrera appealed to block the trial, arguing that it would cause "irreparable harm "privileged information and attorney work-product." This despite the Court's agreeing to confidential. Herrera's petition was cast as upholding a "public interest", namely, preser attorney-client privilege." No mention of a public interest in the City Attorney's handling claims, or of the private interest served by prolonging litigation at tax-payer expense.

Appeal Denied – Herrera Moves to a Higher Court

The Appeals Court denied Herrera's petition, but another appeal was filed with the California Supreme Court on August 12th. Borrowing the tone of Herrera's 2014 portray of Hoeper as angling to "shake-down tax-payers," one might ask whether he's doubling as a "rain-maker" for Keker & Van Nest. The City was granted a temporary stay until October 12, 2016. By then, legal fees will be surging toward \$3 million. A Public Advocate audit; and oversight of whistleblower protections, are needed.

1. Westside Observer: Sept. & Nov. 2014, Feb. 2015.

Dr. Maria Rivero and Dr. Derek Kerr repeatedly expose wrongdoing. Contact: watchdogs@

September 2016

oing Negative:

Supervisor Mark Farrell v. Ethics Con

Dr. Maria Rivero & Dr. Derek Kerr

ot once did Supervisor Mark Farrell stand before the Ethics Commission to answer que over 18 months. Whether indignant, insecure or entitled, he couldn't access the humility candidate, or the comity befitting a twice-elected official. Instead, he deployed proxies; City Hall, and crisis manager Nathan Ballard to spin the media. Ballard <u>declared</u> an Ethi 2010 supervisorial campaign "was no reason for Farrell to waste his time."

Farrell had already cooperated with the State's Fair Political Practices Commission (FPPC) investigation. It <u>found</u> that his campaign

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more penalties, the City Attorney declining to pursue Farrell, Ethics Executive Director John St. Croix waiving the forfeiture, the commissioners overruling St. Croix, and St. Croix resigning. Perceiving "egregious violations", the commissioners had questions for Farrell but got Sutton's answers instead.



Since then, Ethics has been a battleground with Farrell refusing to pay, Reilly pressing for more penalties, the City Attorney declining to pursue Farrell, Ethics Executive Director John St. Croix waiving the forfeiture, the commissioners overruling St. Croix, and St. Croix resigning."

Political optics were at play. It looked like big money had swung an election illegally. Th pass. His underling was flamed. Also, Ethics was seeking a budget boost while scrutini City's Budget and Finance Committee. Still smarting under its "Sleeping Watchdog" tag, "genuflecting before an instrument of power" as Commissioner Keane put it. And, Farre suggested hubris or guilt. On 4/25/16 the Commissioners voted 5 to 0 to sue Farrell to contributions. Four days later, Farrell sued the City to block the forfeiture, recoup attorn further relief." On 5/23/16 Ethics Chair Paul Rene vowed to "vigorously" respond with a

Next came echoes of the negative campaign that launched Farrell into City Hall. Much a his rival in 2010, surrogates were now bashing the Ethics Commission. Sutton portraye completely innocent" victim of a "witch-hunt". Ethics was "guilty of a gross violation" an resulting in an "outrageous" and "utterly frivolous" forfeiture demand. Ballard painted Fa commissioners and sore losers. Behind it all, the pursuit of power.

The 2010 Battle for District 2: By November 2010, the Marina, Pacific H had weathered a 2-week blitz of anti-Reilly attack ads from an IEC called "Common Sen Farrell squeaked past his rival by 258 votes. Reilly had 196 more first-choice votes, but votes. His margin was less than 1% of the 28,911 votes cast. Swaying 129 potential Rei could have done it. Reilly attributed her loss to CSV's mud-slinging, coordinated by Supe Farrell's campaign. She reported violations of the Political Reform Act to Ethics and the Commission (FPPC).

The feud originated in 2008 when City Attorney Dennis Herrera decided Alioto-Pier coul and provided Fairful and Reilly Jaunched their comparisons: Janet Reilly a former fauron 2020 Westside San Francisco Media: No portion of the articles or artwork may be

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By then Reilly was ahead in endorsements, polls and contributions; eventually receiving \$265,198. Farrell's team had to chop her lead. Enter attacks ads. Because going negative or a win-at-any-cost ferocity, trailing candidates welcome third parties that malign rivals unlimited funds, whereas candidate committees are limited to \$500 contributions and I However, IECs cannot coordinate with candidate committees, must identify major donc income and expenses to the Ethics Commission.

FPPC <u>records</u> indicate that Farrell's camp concocted "Common Sense Voters" (CSV) in Pier decided to endorse Farrell's "common sense values." She encouraged her aides an Richard Schlackman to help, gave Farrell her donor list, and boosted CSV. Nominally, CS a San Mateo corporate attorney. Formerly a law-firm colleague of Farrell's, Helfand serv Finance Committee - until he quit to start CSV. He hired Farrell's campaign treasurer as campaign consultant Chris Lee gave Helfand set-up advice, pegged Rich Schlackman to consultant on board that you will need to meet...", and sent him Farrell's campaign dono "who were sort of outside San Francisco," initially raising \$30,500 from 5 venture capita registered as "primarily formed" to support Farrell – rather than oppose Reilly. Farrell to CSV "through public filings."

Meanwhile Alioto-Pier lobbied socialite-philanthropist Dede Wilsey and Republican real fund CSV, something Schlackman wanted kept secret "because of politics." Farrell was spent two hours with Dede Wilsey - to solicit a \$500 campaign contribution. Wilsey pou later. Per FPPC records Farrell was "only interested in Coates hosting a fundraising eve to help out his campaign." Three days after hosting said house-party, Coates pumped \$ \$41,000 the next week. Regarding her energetic fundraising, Alioto-Pier explained to the Farrell."

In the two weeks before the election, CSV disbursed the \$191,000 bestowed by Coates chest) to depict Reilly as a covert purveyor of "radical politics" and a puppet of the "ultrimailers cited her \$500 donation to Peskin's 2000 campaign. Her husband Clint Reilly's 2008 SF Clean Energy initiative became her "risking public safety." Other ads featured S wizard behind Janet Reilly's agenda." The ads didn't identify Coates and Wilsey as the n sound, such attack ads work subliminally - and effectively, to plant doubts and kindle fe Newsom, Frank Jordan, Louise Renne, and Diane Feinstein <u>denounced</u> the smears as d ridiculous. Amidst this chorus, Farrell stayed mum. In his victory speech, he pledged to Hall."

Common Sense Voters' attack ads overwhelmed all other third party expenditures. Sou



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comparison, outside spending against Farrell was minor; \$12,912 by the Bay Area Firefighters PAC and \$7,244 from the Democratic (

As for going negative, Farrell finally spoke out in May 2016 while running for the Democ Committee. In a memo to constituents, he acknowledged that his 2010 campaign had ' because the Reillys "spent hundreds of thousands of dollars on personal attacks again: tearing others down." Why this 180 degree spin? As the *Chronicle* <u>reported</u>, during the D \$20,000 on ads mocking Farrell's "failed ethics" since he "cheats to win" then sues to "a when Farrell condemned as "disgusting tactics" the type of ads that propelled his politic

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

Loss of Trust: The Human Services

July 2016

By Dr. Maria Rivero & Dr. Derek Kerr

ast month's Westside Observer covered employee protests against "favoritism, cronyism and nepotism" within the Human Services Agency (HSA). These complaints have rocked the Civil Service Commission since November 2015. To its credit, the HSA expedited an All Staff Survey in mid-2015, right before simmering tensions erupted publicly.

HSA's All Staff Survey: An impressive 82% of 1,986 active employees responded, almost half being direct client service providers. Most employees embraced HSA's mission and values. However, according to Director Trent Rhorer, two



shortcomings emerged: communication throughout the agency is poor, and employee i The survey also indicated; "There appears to be a mistrust of management, especially a respond to more sensitive questions in the survey (i.e. trust in executive staff managen confidentiality of their responses, 13% declined to identify their programs. Overall, just trust and confidence" in Rhorer and his deputies. But among direct client service provid executives.



HSA executives should ponder whether discretionary hiring and "fl

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James Madison Freedom of Information Award Nevertheless, the report notedowis with previous is unveryer than the property of the promoted, some employees felt less motivated to excel. So that programs were not hiring internally and new employees were unqualified or lacked recommended; "a succession plan that seeks to develop staff and promote from within time and cost...in hiring and inducting new candidates." HSA data support this idea, as a grievances behind it. Before the Civil Service Reforms of 2005, promotions from within appointments. Since then, they've fallen to 50%. Meanwhile, new hires swelled from 26^c

Despite staff discontent, managers are happy. For example, 86% of managers reported compared to 37% of line staff. Being recognized for good work garnered 86% from mar staff. And, 92% of managers felt their opinions counted versus just 40% of workers. Wh top executives, merely 37% of line staff did so. According to 95% of managers, their pre practices, but only 57% of line staff agreed. Similarly, 94% of managers believed that cli 68% of direct service workers.

The survey confirmed that the "Service Center Model" programs, namely the merger of stamps), and the redesigned CalWORKS (welfare-to-work), are troubled. Only 35% of 36 workers rated their workload as manageable. Their trust ratings for HSA executives we and minimally higher for their program managers. At CalWORKS, trust ratings were 43% program managers. While undergoing taxing reorganizations, these programs rated bel decision-making.

HSA's Response: Records show that executives carefully studied survey responses and address the negative feedback before releasing the survey results. Deputy Directors me what the survey means for their programs." Attention was directed to the ailing Service again, HSA's Innovation Office was mustered to "break out ideas for improvement." Dub Improvement Plan 2.0, it aimed at "helping each other rather than blaming" – a positive mute legitimate criticism while herding workers down designated paths. Indeed, in 201 defined itself "to meet the vision of our HSA Executive Director Trent Rhorer...and...to ad values."

Rhorer heeded the survey's recommendations, particularly the call to "develop a commi agency's messaging is consistent and is reaching employees while also valuing their in promised more "leading and managing by walking around." To his Executive Committee need to focus on "communication, employee morale, physical space and hiring and pro to start this year on communication ... because it relates to all other areas."

True, but poor communication had surfaced in every Staff Survey, Strategic Review, and tenure. Importantly, it doesn't explain the recent outcry against cronyism, or the chasm and devalued workers. Confidence in management has stagnated around 42% since HS 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awar(course compose relations. Genery of Previously on maily as therefore the course of th

HSA executives should ponder whether discretionary hiring and "flexible staffing" are sa competition. Why are dedicated employees outraged over nepotism, cronyism, and fave practices devaluing the very workers who are expected to serve challenging clients with Building trust requires introspection – then, honest communication. The recommendec enhance trust if used as a mechanism to preserve privileges and push agendas. Insteato-top communication - like performance appraisals of managers by employees, and st unfair hiring and promotion. Meanwhile, communication is precarious. Complainants a concerns aren't aired before HSA's own Commission. HSA executives haven't talked to I Mayor Ed Lee's Civil Service Commission assesses whether its mission is being subver

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver

June 2016

Discretionary Hiring Fuels Mistr

The Human Services Agency

By Dr. Maria Rivero and Dr. Derek Kerr

he human instinct to favor one's friends and relatives can undermine governme cronyism and nepotism split workforces into insiders and outsiders – an impor management. Cronyism begets more cronies who protect each other by excusi ethical lapses. Plagued by patronage, in 1900 San Francisco created a Civil Service Cor competitive, merit-based hiring.

66

...some 30 disheartened City employees - most from the Human Se put their jobs on the line to denounce "favoritism, nepotism and cre promotion."

A century later, the Civil Service system was widely assailed as being too cumbersome service delivery. Enter Civil Service Reform; the Newsom administration's 2005 plan to system. Hiring was deregulated to "improve the quality of the candidate pool". Promoti appraisals". Managers were empowered to use their "expertise" and "business needs" 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



James Madison Freedom of Information Awarc test schedules and scores, interviewpahels, as weres the subsequent faking and self irregularities that seem to favor or deter certain candidates are covert, or cloaked in "cc (unnamed to avoid retribution) assert that some new hires are "pre-selected" and fast-t executive decision" while qualified applicants without patrons trudge through a dead-er theme is the "back-door hiring" of friends, relatives, even lovers, often as "temporary ex require the civil service screenings that ensure qualifications and experience.

Temporary exempt (TEX) positions were designed to quickly hire workers for time-limitas subs for civil service workers on leave. Without civil service benefits and safeguards allow managers to hire and fire at will. However, some workers insist that discretion in violation of equal opportunity employment. They say that after a year of paid, on-the-jol favored TEX recruits are deemed eligible to take civil service exams. Allegedly, they are benefited civil service positions, handed dubious "added duties" then granted undue pro leapfrog, and even supervise, more experienced civil service employees. Reportedly, so and service delivery authority without demonstrated experience. Among HSA line staff, favored employees or the managers who install them.

Along with mistrust, distraught HSA workers describe degraded service delivery, break workplace ethics and competence, negative rumors, as well as departures of demoraliz fear; those who ask questions or complain say they face bullying, isolation, non-promot CalWORKS, a welfare to work program for families with children, is pointedly criticized marked by favoritism, intimidation and a mass exodus of eligibility workers. Complainti their intensity is. HSA's own 2008 Strategic Review raised "serious concerns" about sta the basis for allegations of favoritism in hiring and promotion? What can be done to ad perception of favoritism?" Apparently, those questions went unanswered. Civil Service "Inspection Requests" alleging unfair hiring at HSA rose from 1 in 2013 to 16 in 2014. C corrective action. Comparing the years 2010-2012 versus 2013-2015, the average numl 10-fold while HSA job recruitments merely tripled. What's going on?

HSA Backstory: The Human Services Agency (HSA) is the City's central resource for pu employees who believe in social justice and helping others. Starting as a bureau to help last year its \$871 million budget and 2,111 employees provided a spectrum of social se training, health care, food stamps, and in-home support for over 200,000 clients. Today merger of the Department of Human Services and the Department of Aging and Adult \$ architect of Mayor Newsom's 10-Year Plan to End Chronic Homelessness. Like Civil Se promised efficiencies. But by mid-2008, HSA's budget had risen 20%, with a 47% increa jump in new hires and promotions.

The fiscal crisis of 2008 triggered reductions in HSA positions and multiple "consolidat © 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.

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staffing ramped up 30% and the program initial ged with CalFVesRI (food stamps) to provide Newly-funded employment initiatives impacted CalWORKS which was already strugglin double its client employment rate to 50%. To ease these transformations, the term "Ser to the targeted programs. Soon, HSA needed a "Service Center Improvement Plan". Rec its Innovation Office with repurposed "employee engagement" tools to manage the stra

Could the stress associated with new mandates and initiatives, major program change: cause of staff discontent? Protesting workers say no, because such stressors have alw workforce adapted to them. Similarly, Union-Management tensions aren't new. What the serving, underhanded practices that break trust with conscientious Civil Service employ Observer, we will analyze HSA's 2015 All Staff Survey and management's response to g Agency.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

May 2016



SFPD Body-Worn Cameras – Who's Watc

Dr. Maria Rivero and Dr. Derek Kerr

he publicized purpose of body-worn cameras (bodycams) is to bring transparency into police activities – especially when police misconduct is suspected. Like two-way mirrors, bodycams can be used to watch law-abiding individuals who are deemed "suspicious". Policies alone cannot prevent bodycams from impinging on privacy rights and First Amendment protections. Their use must be transparent and accountable. That means public oversight - and access to recordings.



Privacy Protections: To protect privacy, the <u>SFPD bodycam policy</u> prohibits filming lawlegitimate investigations or beyond what officers "could lawfully hear or record". Officer for personal use – only for "a legitimate law enforcement purpose". That way, victims of fear calling the police because a camera-bearing cop may enter their homes. The police that they are being filmed "when feasible", though civilians cannot direct a cop to stop f appear when the camera is activated. Officers are required to turn on cameras for spec force incidents, arrests, pursuits, searches and traffic stops. However, filming strip sear or child abuse, and confidential informants is prohibited, except in "exigent circumstant publicly, the SERD may get consent from the subjects or blur their images to respect pr 0 2020 Westside San Francisco Media. No portion of the articles or artwork may be

James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter watching communities rather than police.

First Amendment Rights: SFPD policy prohibits the filming of citizens engaged in First, activities such as peaceful demonstrations. However, the bodycam policy allows filmin may become hostile" or anytime it "would be valuable for evidentiary purposes". Looph an undercover SFPD "infiltrator" could provoke a "citizen encounter that becomes hostil law-abiding protesters, and assembling dossiers on civil rights activists and social mov purposes." Capturing "evidentiary" footage is also problematic. The Police Executive Re "evidentiary" as data that "could prove useful for investigative purposes". That could me

More troubling is how counter-terrorism policies are merging with domestic policing. Tl Centers has expanded from terrorism to crimes to "all hazards" including "suspicious a Department of Homeland Security and the FBI viewed the <u>Occupy</u> Wall Street and <u>Black</u> "domestic terrorism" or "criminal activity" and coordinated with local police department participants. These intrusions were justified as "providing situational awareness of actiaction". Similar rationales drove the FBI "Cointelpro" abuses during the Civil Rights era.

Each year, the SFPD reports its collaboration with the FBI's Joint Terrorism Task Force (Yet, SFPD may be <u>violating</u> its First Amendment obligations by interrogating, for the FB Freedom of Information Act request regarding his air-travel issues. Recall how the Oakl "Domain Awareness Center", a \$10 million anti-terrorism surveillance project, marketed primarily deployed to track <u>political</u> protests. Public outrage halted the city-wide spying Commission to check police overreach.

Public Access: Who watches whom depends upon access to bodycam footage. The Si will control access to the data and release recordings "to the greatest extent possible" privacy rights, endanger witnesses, or "jeopardize the successful completion of an inve Complaints, operating under the Police Commission, will also have access to bodycam police misconduct. Since the bodycam recordings will likely be stored in TASER Interna SFPD should ensure that neither the vendor nor hackers can access them.

Bodycam videos will be public records under the California Public Records Act and the practice however, police dash-cam and body-cam videos are withheld unless a dogged Typically, police withhold evidence of misconduct by citing "an ongoing investigation", v that exonerate them. Time will tell how the SFPD determines which video disclosures v completion of an investigation".

Related to public access is the integrity of video data. SFPD officers are prohibited from bodycam recordings. Disciplinary actions follow violations of SFPD policy, but it's uncle © 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.

James Madison Freedom of Information Awar(includes automatic license plate feaders/APDefinition/cameras/infones; Stillgray?Reflic capture nearby calls, "TrapWire" facial recognition technology, and social media monito activities are already tracked and stored by hundreds of government agencies and priva of National Emergency, repeatedly re-enacted since 9/11/2001, and the growing tender bodycams could end up watching communities rather than police.

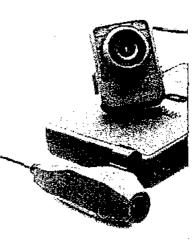
Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital white Department of Public Health. Contact: watchdogs@westsideobserver.com

April 2016

Watching SFPD's Body Worn Camera

By Dr. Maria Rivero and Dr. Derek Kerr

iolent and militarized encounters between police and communities of color, largely recorded by bystanders and shared on social media, have raised nationwide alarms. "Copwatch" groups are now "policing the police" to expose the dark side of law enforcement. Such community alienation can paralyze crime-fighting. In December 2014, the White House issued an edict titled "Strengthening Community Policing"to "fortify the trust that must exist between law enforcement officers and the communities they serve." It provides \$75 million in matching funds for police departments to buy 50,000 body cameras. On 4/30/15 Mayor Ed Lee grabbed the offer, allocating \$6.6 million over 2 years to deploy 1,800 bodycams "for every police officer on the street."



Police Chief Greg Suhr called for body cameras in May 2011 - after Public Defender Jef cops illegally searching and ripping-off hotel residents. In 2013 Suhr cut a \$250,000 no International to pilot bodycams. The SFPD bodycam pilot went nowhere, boggled by loc institutional resistance to being watched. On 4/18/14 the Board of Supervisors' Neighb Committee urged the SFPD to formulate a bodycam policy, despite a projected 5-year c DA George Gascon demanded action instead of "playing games."



James Madison Freedom of Information Awar for the public and law enforcement, a "third with ess" to hold police accountable and to build trust, bodycams must add to the transparency afforded by citizen videos, without intrusions on privacy, or mass surveillance. Bodycams should also be cost-effective. Or expire, expenses for maintenance, upgrades, video storage fees, personnel time and tra bodycams could cut litigation costs by deterring misbehavior by police and civilians alil citizen complaints by 88% and use-of-force incidents by 60%. Such savings could be wi violations of privacy or freedom of expression. To preserve public funds and trust, sour

On 5/13/15 the Police Commission directed the SFPD to create a Body Camera Workin days. The Working Group met publicly 6 times between June and August 2015. Law enrepresented. Also included were the Office of Citizen Complaints, ACLU, Public Defende Human Rights Commission. On 6/9/15 Supervisor Avalos introduced Ordinance 15062 Policy with annual audits by the Controller's Office. When the Working Group's draft poli one issue was unresolved: whether officers involved in shootings, in-custody deaths or view bodycam videos before or after writing their reports.

In 5 hearings from 9/2/15 to 12/2/15, the Police Commission reviewed the draft policy, forth in Assembly Bill 69. Passed on 10/3/15, AB 69 grants ownership of bodycam records with chain-of-custody rules, along with public access per the California Public Records could view videos of routine encounters, but disagreed over viewing footage of critical Commission promised to "vote in recognition of the new normal that trust is a more im rate," it had to appease both cops and civilians.

Police Perspectives: The SFPD maintains that officer-involved shootings are rare, less t Currently, involved officers are interviewed voluntarily and allowed to see videos to "trig report. The Police Officers Association (POA) warned that cops will withhold voluntary view bodycam videos. Although cops can be compelled to make a statement, whatever disciplinary action cannot be used against them per the Peace Officer's Bill of Rights. S would better serve investigations and justice.

Cops of all stripes emphasized that SFPD policy demands that "all evidence shall be in adrenaline-fueled reaction to traumatic incidents causes memory lapses, "tunnel-vision Only by viewing videos beforehand could they deliver "the most accurate and complete cited similar practices in San Diego and Los Angeles. Entrusting officers to carry guns v bodycam videos would show that "you don't trust me," one said. Another emphasized the suspect" would be more "divisive." Others faulted the logic of writing "a legal government the evidence." Plus, video ownership was claimed as "the officer's point of view." Writing the video, and then writing a supplemental report would "set up officers to fail" said Chi the "gotcha" when their credibility is challenged for any discrepancies.

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James Madison Freedom of Information Awar report should be preserved rather than? a lefiliter pretation based on what appears, of 66 Jeff Adachi argued that viewing the video beforehand alters what officers remember, th The ACLU <u>warned</u> that incriminating events that don't appear are forgotten while events as if experienced, thus creating a "false level of accuracy," and potentially enabling cove view videos before interrogations, allowing police to do so confers an "unfair advantage insisted that "investigatory best practices" require that witnesses, including police office viewing evidence. There is also a public safety interest in knowing how officers perceive between officer recall and videos are expected, but gross distortions or fabrications co

Commissioners' Compromise: While holding that officers "shall not view shootings, criminal investigations or in-custody deaths before writing a report, the Com "subject to the discretion of the Chief of Police." Chief Suhr already supports officers view reports. While ceding control to the SFPD, the Police Commission claimed to retain it si the Commission. This compromise calmed the opposing parties as the <u>bodycam policy</u> transparently created. But that same day, a dazed, knife-wielding 26-year old, <u>Mario Wo</u> 5 police officers in the Bayview. Only bystander videos documented the killing. Chief Su justified. Then videos surfaced that countered his view and intensified distrust. Had boy they might have revealed something about the mind-set driving such lethal force. The b Police Commission for final approval after negotiations between Human Resources and policy is implemented, the Commission will conduct a review.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

March 2016



Diversity Brings Controversy Laguna Honda's Nursing Challenge

By Dr. Maria Rivero and Dr. Derek Kerr

n 2002, the Health Commission adopted a Resolution for "Culturally and Linguistically *i* broadly inclusive of diverse racial, ethnic, sexual and other cultural...groups."The Depart then formulated a Cultural Competency Policy whose principles include; "To Recruit, Re of the Organization, a Diverse Staff and Leadership That Are Representative of the Dem Service Area." Subsequently, DPH agencies like Laguna Honda Hospital (LHH), and DPf annual Cultural Competency Reports showing their compliance or diversity initiatives. The Depart Staff and Leadership That Are Representative of the Dem Service Area." Subsequently, DPH agencies like Laguna Honda Hospital (LHH), and DPf annual Cultural Competency Reports showing their compliance or diversity initiatives. The Depart Staff and talented staff reflects the cultural diversity and rights.

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Photo: David Edstrom



"workforce that reflects community characteristics."

Not so, according to six LHH employees who testified before the Civil Service Con 1/4/16. They risked retaliation by joining 30 other City employees in claiming that cronyism are sabotaging merit-based hiring and promotions. Here are excerpts;

"Laguna Honda is plagued with isms – favoritism, cronyism, racism - you name it. Every somebody's child is being hired while people that come and apply can't get hired. For the people being hired through the back door, despite Civil Service...then they're pushed into positions haven't been posted for people who have more experience and more seniority

... six LHH employees ... risked retaliation by joining 30 other City e that favoritism, nepotism and cronyism are sabotaging merit-base promotions."

"The workforce is not diverse, it does not reflect San Francisco or the Bay Area. Whoever person who gets hired looks like them, speaks like them, and comes from the same pla the minority. If we are asking questions, and if we are able and articulate to say 'what's position, I can do this job', then you are called a troublemaker. So you are excluded from your colleagues are told not to talk to you... It's becoming somebody's living room, som backyard." (LVN)

"Hiring is based on friendships and family. Managerial positions are ... set aside for family and family. Managerial positions are ... set aside for family and the job for ... There's more states and the set as a side for family and the set as a side for set as a side for family and the set as a side for set as a side for family and the set as a side for family and the set as a side for set as a



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Society of Professional Journalists, NorCal Chapter Supervisor responsible for staff recruitment committed nepotism. She "resigned" and a "released."Though relatively few DPH employees complain to the Civil Service Commis: Report cited; "a notable increase in the number of complaints and/or questions" about minimum job qualifications, while 3 of 8 City departments "did not conduct verification for their appointees..." The DPH's 2014 Work Experience Survey found that 43% of 3,22(stymied. While the surveyors merely urged more "professionalism and respect", it's telli with "a manager training that reviews hiring and onboarding procedures."Laguna Honda Survey identified the main causes of discontent as; "unprofessional" or inexperienced r retribution, bullying", and ignoring feedback.

Concerns about diversity and hiring have long-simmered at LHH. Because hospital emprelated qualifications, their demographics won't exactly match the communities served competitive healthcare environments may require imported skills. But according to LHF Report, and the Department of Human Resources (DHR) 2013 "Equal Employment Oppi Analysis", there's a striking imbalance;

Employees	%White	%Black	%Hispanic	%Asian	%Filipino	%Amer/Ind
CCSF(23,237)	34.58	12.75	14.51	24.54	13.10	0.49
DPH (5,787)	24.78	11.79	14.69	23.86	24.59	0.29
LHH (1,250)	13	10	9	20	47	

Francisco's 5.2% Filipino population. It doubled the DPH's percentage, which itself topp Rather, it reflected LHH's Nursing Department that hired 60% of hospital employees. All indicators of cultural competency, there's no current data on the ethnic distribution amon numbering 1,678. LHH hasn't submitted any Cultural Competency Reports with employ Both the DPH and the DHR denied having ethnicity data on Laguna Honda employees.

Nonetheless, ethnicity had been the focus of an internal "Cultural Competency Assessr executives in 2007. It reported; "Nursing is dominated by Filipinos who comprise 71% d 80% of Registered Nurses, 81% of Licensed Vocational Nurses, 67% of Certified Nursin Managers. Among patients, 3% were Filipino, creating "a great disparity between the et give and receive care."Almost 10 years later, LHH nurses say little has changed. Here is Registered Nurses, Licensed Vocational Nurses and Certified Nursing Assistants withir 2007, the most recent numbers available;

LHH's 2007 "Cultural Competency Assessment" warned; "Disproportionate representat nursing staff causes tension and strife in some units, and makes it difficult for new stai minup to become acconted as a team member and, even more, as a unit leader." Staff if 2020 Westside San Francisco Media. No portion of the articles or artwork may be

James Madison Freedom of Information Awar(Caring, competent, and generous, CHH's hursing staff diverges from DPH's culturardor nurses say that lapses in merit-based hiring are perpetuated by workforce disparities - : As Civil Service Commissioner Favetti emphasized; "The integrity of the system is direc administer the system "Beyond LHH's control are colonial, political and socio-economic "Empire of Care: Nursing and Migration in Filipino American History", and Rodis' "Why a nurses in the US?" What's needed in 2016 is Laguna Honda's Cultural Competency Repo demographics, an assessment, and a plan.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

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so · · ·	2012	2013		2014	2015

February 2016

Expenses for Acute Care show marked increases. Not shown is the 48% reduction in services.

Doing Less Wit Laguna Honda's Acute Care Slu

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James Madison Freedom of Information Award rates are several times higher Strait the \$800/day in the selected between the selected back of Chapter

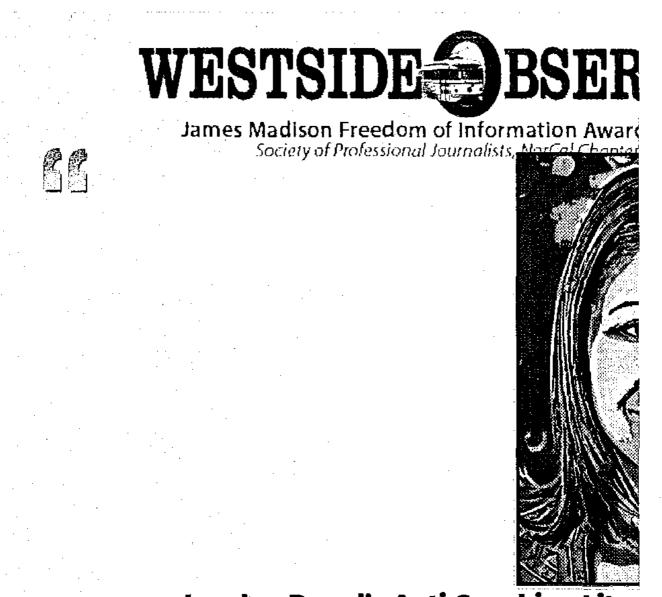
In 2009, LHH Rehabilitation Chief Dr. Lisa Pascual, and then-CEO John Kanaley, conjure budget proposal. In exchange for an extra \$836,000 in taxpayer funds annually, they pro revenues of \$1.35 million. They wanted more staffing to transform the existing 6-bed A building's showcase - with 15 beds, a choice location, therapeutic pool and state-of-the these costly enhancements needed in a safety-net hospital? Because they "will increasi services," they wrote. An "upsurge in acute rehabilitation admissions" would raise the a patients to "a realistic goal" of 4 patients/day. The new facility, its trappings and fanfare was a field of dreams, untrampled by market research like scoping out the competition, what they wanted, and why they shunned LHH.

They wanted more staffing to transform the existing 6-bed Acute R building's showcase - with 15 beds, a choice location, therapeutic r art fitness gym. Why were these costly enhancements needed in a

Three months after the rebranded LHH opened, the 15 mostly-empty Acute Rehab beds just 5 remained. The other 10 were converted to lower-paying but fillable Skilled Nursin amenities and frantic recruitment efforts, private pay and Medicare patients chose to g worse. For 2013, the average daily census for Acute Rehab was 2.21 patients, in 2014 i dropped to 0.89 patients per day. Rehab Director Pascual omitted this decline in her An Commission's Joint Conference Committee on 9/8/15. Instead of a root cause analysis variants of patient recruitment strategies that hadn't worked previously. The Commissi didn't want to know.

Another revenue tale was spun in 2010. The Medicine Department sought \$950,000 in boost its Acute Medical census from "1.5 – 2.0 patients/day" to 5 patients per day, the annually. Instead, patients vaporized. Signs of fluster appeared in 2012 when LHH bras and Acute Rehab censuses together under "Acute" to camouflage the minuscule numb. When honest reporting resumed in 2013, the average daily census fell to 1.1, then to 0. mid-2015. On average, less than 1 patient per day has received treatment in the 7-bed *A* 18 months. Month after month, the dwindling numbers are presented; without explanat Colleen Riley, and without inquiries from Health Commissioners.

Yet, inquiries are due. The City's SFOpenBook data base shows LHH spending on "Acut sagging census. LHH spent about \$2.4 million in 2012-13, almost \$3.4 million in 2013-Unfortunately, corresponding revenue data isn't provided. Given the missteps and evas sociality of the althouge spending revenue of the action of the articles of an articles of an articles of a without expressed consent. © 2020 Westside San Francisco Media. No portion of the articles of an work may be



London Breed's Anti-Sunshine Litm

Dr. Maria Rivero & Dr. Derek Kerr

or those who are driven to govern, transparency doesn't come naturally. Nudging shadows often relies on open government advocates. For example, the 2013-14 in the City – Promise, Practice or Pretense, recommended amending the Sunshi Supervisors' business calendars be publicly disclosable. Since 1999, the Ordinance hac Attorney and department heads to disclose who they met, and where. Although the Jur Supervisors voluntarily provided their meeting calendars, some officials "failed to list th attendee's names" making it difficult to track lobbying activities and influence peddling.

London Breed, who clenched the Board presidency in January 2015, has viewed reques intrusions. When sunshine activist Michael Petrelis requested them this April, he was ir records would take time to assemble. Instead of delivering the calendars, Breed's legisl <u>e-mail</u>: "Supervisor Breed has not maintained a calendar since February 1st, 2015. Per t Breed is not required to keep a calendar."

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James Madison Freedom of Information Awarc "concerns about my personal Safety" and "establishing a pattern" of my Wheread auts." F days to separate my public and private calendar." Breed made a motion to withhold the meetings and to wait for the Department of Technology to organize their calendars. He second. The Board voted 10-1 in favor of disclosing its calendars. Breed voiced the sole finally, and unanimously, passed the amendment. The Mayor signed it into law on July smoldered.

Public interest in Breed's engagements peaked this August when h the FBI probe of political corruption that en-snared Senator Leland

Though not a member of the Rules Committee (Avalos, Tang, Cohen), Breed materialize "in place of Supervisor Cohen." The agenda included the approval of a journalist and a 1 Sunshine Ordinance Task Force (SOTF), the 11-member body that adjudicates sunshine were nominated by the Society of Professional Journalists (SPJ) that is mandated 2 set the City, both nominees had recently moved to Oakland so they needed residency waive

After Hoodline editor Eric Eldon gave his presentation, Breed launched a meandering in interest" when journalists serve on the SOTF. Note: voters approved assigning 3 journal New America Media, and local press. Breed wondered if Eldon's "professional opinion" records, might conflict with "making the right decision." Unappeased by Eldon's ethical potential bias, Breed declared, "Let me be more specific; I have a different opinion about a thin line between public information and being nosey...I don't think it's appropriate for whereabouts 24 hours a day." Then, the litmus test: "Do you think that public officials sh calendars if requested?" Since her question had been affirmatively and legally answere render applicants into supplicants. Eldon maneuvered out of Breed's trap by crafting th responses, including, "I would listen to the advice of the City Attorney" and "I can't say I Incidentally, Breed had been wrangling with the SOTF since June, when she was found Ordinance for dodging a hearing on her calendar hoarding.

The other SPJ nominee was Mark Rumold, an Electronic Frontier Foundation attorney was surveillance issues in the National Security arena. After serving on the SOTF for 9 mont moving to Oakland. He presented his credentials and goals in a straight-forward way, we bother to ask him a single question, then groused; "I'm not completely familiar with Mr. kowtowed for her blessing before the hearing. To show who's boss, Breed "hesitantly" waiver.

All 3 Supervisors okayed the candidates, but Katy Tang's mute passivity was a marked abstruction of SPJ: nominees in 2013-14. Joining a Board vendetta against the SOTE if © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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Exodus From Laguna Honda Hos

By Dr. Maria Rivero and Dr. Derek Kerr

n the year ending May 2015, 80 patients fled from Laguna Honda Hospital (LHH). AWOL (Absent Without Official Leave) or left AMA (Against Medical Advice) comp "community discharges" – a record high. This exodus is rooted in the Health Depa Project that flushes non-paying patients out of San Francisco General Hospital and into



...in 2014 LHH reported 46 staff injuries from "resident aggression" medical treatment. LHH deploys additional staff as "coaches" to m and drug-sniffing dogs to curtail drug use and dealing"

Unlike the notorious 2004 Flow Project that generated an upsurge of violence and drug relies on private rooms, electronic monitoring, additional activities, substance abuse cc contain disruptive behaviors. Yet, in 2014 LHH reported 46 staff injuries from "resident required medical treatment. LHH deploys additional staff as "coaches" to monitor rowd dogs to curtail drug use and dealing. Cigarettes and nicotine vaporizers are prohibited. must sign an imposing Agreement that stipulates rules of conduct. Such restrictions, a them, cramp the quality of life of some residents. Others simply don't want to be at LHH elopements this year signals that the Flow Project and LHH's containment policy are le

Why patients flee and what happens to them matters. Risks of harm multiply for patien before they are deemed ready for discharge. Beyond endangering themselves, those wi impaired also expose the hospital to potential liabilities. Elopements are disruptive, req Green" alerts, burdensome paperwork, missing person reports, plus detailed searches is deputies. In May, LHH projected "a deficit of \$780,000 in salary expenses" for 2014-15 ineed for coaches...to facilitate patient flow". By July, this deficit dropped to \$190,000 fc taxpayer funds. Further, neither Medi-Cal nor Medicare reimburse LHH for AWOL days, by the City. Importantly, for an institution that values resident satisfaction, the rise in AV rising dissatisfaction. There may be correctable lapses in patient care, staff training, or needs and LHH's offerings. The Health Commission should request – and make public exodus.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh₁ wrongdoing by the Department of Public Health, Contact: watchdogs@westsideobserver © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

WESTSIDE

James Madison Freedom of Information Award Jury labelled the Ethics Contracts Repairs Nor Cal Charge Watchdog".

On 6/29/15 the Ethics Commission approved a soporific and nebulous response to the 2014-15 Civil Grand Jury (CGJ) report; "San Francisco's Whistleblower Protection Ordinance Is In Need of Change". In a feat of equivocation, the Commissioners



agreed that all 6 CGJ recommendations to enhance whistleblower protections "may be the task would entail "heavy lifting" plus "the cooperation of at least 4 departments", Ex vowed that Ethics "would endeavor to do this in 2016" - long after his August 2015 der now Acting Executive Director, Jesse Mainardi – hired from the Sutton Law Firm – stay whistleblower rights.

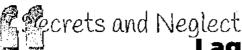


When Ethics Chair Paul Renne called upon the Commissioners for i Whistleblower Ordinance, dead silence filled the chamber. Eventua Hur uttered; "You're putting all of us on the spot here."

Public comments by Westside Observer reporters Derek Kerr and Patrick Monette-Shaw failure to sustain any retaliation claims in 20 years, and the City's coddling of retaliators out in settlements. A former CGJ Foreperson, Elena Schmid, warned that Ethics' "vague dodged the specificity required by California Penal Code section 933.05. Friends of Eth; suggested that Ethics appoint a "sub-committee of one" to work on revising the Whistle whistleblower declined to speak out as it would be "asking the foxes to redesign securi

When Ethics Chair Paul Renne called upon the Commissioners for volunteers to revise dead silence filled the chamber. Eventually, Commissioner Ben Hur uttered; "You're putt The Commissioners then hurried to the next agenda item.

September 2015



ecrets and Neglect Laguna Honda's Patient Gift Fu

By Dr. Maria Rivero and Dr. Derek Kerr

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter activities like bus-trips were curtailed, yet impermissible expens surged"

On 3/10/15, LHH Finance Chief, Chia Yu Ma, added this afterthought to her Gift Fund re Office recommendation, we have been working ... to slowly move our (Gift Fund) stocks control to...Charles Schwab." At LHH, such afterthoughts and mumbled asides warrant buried something about the \$2.4 million Gift Fund, most of which is in donated stocks. Treasurer's Office had advised her to sell the Gift Fund's \$1.3 million stock portfolio. Aff recommendation on 4/3/15, Ma again withheld it from her 5/12/15 Gift Fund report. Al donation received weeks before from retired LHH physician Milka Rols.

These non-disclosures resembled those preceding the Gift Fund scandal of 2009-10. B over \$2 million, including stocks donated in the 1980s. Stocks were kept by the City Tre overseen by the Controller, while cash went for LHH patient activities. With the instalme 2004, then Mivic Hirose in 2009, Gift Fund policies were surreptitiously altered – in viol Code – to create an administrative slush fund. Pilfering and mismanagement depleted late 2009. Another \$835,000 was frozen in stocks and \$543,000 was locked in the inter triggered warnings that the Gift Fund was bankrupt. Patient activities like bus-trips were expenses for staff perquisites surged.

Protests were ignored within LHH, but reported by KGO TV's I-Team and The Westside Shaw in 2010. The resulting furor forced the Controller to issue a Gift Fund audit on 11, \$350,000, stop misappropriations, issue quarterly reports, and restore the Gift Fund Ma Unfortunately, the Controller dropped the promised follow-up audit to quell negative pul bequest from the Knight estate returned Gift Fund assets above \$2 million in March 20 in July 2013, Bill Frazier, Director of LHH's Activity Therapy Department, was reassigned a newly created post. The move also freed him from justifying cuts in patient activities upstream.

Ma's censored Joint Conference Committee presentations contained grains of truth. In Controller did urge LHH to "actively manage" Gift Fund stocks, but Ma said nothing abo role, selling the stocks, or Rols' \$400,000 donation. Instead, CEO Mivic Hirose took cent to spin highlights before the full Health Commission, leaving crumbs for Ma to dispens had to dig for answers.

A visit with Michelle Durgy, the Treasurer's Chief Investment Officer since September 20 "tremendously understaffed" team began organizing the stocks in mid-2011. A collabol collapsed, so SF discount broker Schwab was contracted to manage the holdings in Ju 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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want it all."

Society of Professional Journalists, NorCal Chapter

Frazier and Treasury Investment Officer Hubert White powered through a mess of scatt \$1.3 million portfolio was consolidated under Schwab in January 2015. However, there between stock values reported by LHH and the Treasurer. Elisa Sullivan of the Controlle amount is not missing," just spread among various stock transfer agents. But 185 share and Bethlehem Steel became worthless due to bankruptcies. The fact that LHH hadn't i its 104 Delphi shares since 1999 didn't raise alarms. In 2009, LHH lost track of 2241 sh they landed in the State's Unclaimed Property Fund. When located two 2 years later, the which Frazier reclaimed. Another \$14,099 had been stuck in a Schwab dividend accourt November 2014. In January 2015, LHH learned that 234 Chevron stock certificates wor although dividends were coming in. Exxon certificates were also lost. Replacing them c

Despite these losses and the 4-year slog to sort out the Gift Fund portfolio, most of the value. An analysis by Durgy's team prompted the "sell" recommendation since the mark and a downturn was expected. Durgy explained that selling the 25 remaining stocks we merely \$325. On 5/19/15 the full Health Commission approved the sale, without review Conference Committee. To date, stock sales have garnered \$1,163,630, with more to co proceeds at 0.65% interest to generate \$7,564 annually.

Chia Yu Ma's Gift Fund reports concealed decades of neglect, uncovered during a long selling the stocks was reasonable, given LHH's inability to manage them, the Treasurer' outlook. And ethically, LHH shouldn't hold shares in war profiteers like Halliburton, Boei BP, and Chevron, and obesity purveyors like Coca-Cola. Still, the stock proceeds need te furtive practices of LHH executives.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

July/August 2015

When Sunshine Casts a Shado David Lee's Ballot Proposal

By Dr. Maria Rivero and Dr. Derek Kerr

n 4/23/15, long-time Sunshine activists were surprised when "San Franciscans for Oper Ballot Initiative to amend the Gity's Sunshine Ordinance. It calls for 1) City public meet 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



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David E. Lee



them. The proposal is spearheaded by David E. Lee, whose political consultant measure. Former Supervisor Fiona Ma, who attended the City Hall filing, said; " the same people during meetings, and this will open that up."

One day before, a supportive *Chronicle* <u>article</u> merely identified David E. Lee, who heads Government, as "a political science instructor" at SF State University. But since 1993 Le Director of the non-profit Chinese American Voters Education Committee (<u>CAVEC</u>) - the CAVEC's mission is to register voters, provide polling services, research voting trends, a 4-person Board includes Lee and his wife Jing Lee, who is Vice-President. Its Chair is A attorney assigned to Laguna Honda Hospital, and its Secretary is Sandy Close, Director Lees own a State Farm Insurance business and a 4-unit rental building in the Richmond recent Chronicle piece was Lee's controversial run for District 1 Supervisor in 2012.

Most of Lee's contributions came from real estate, construction, in corporate interests. Notable Lee backers included attorneys Jim S tech investor Ron Conway, "broker" Mel Murphy, banker Dick Kova magnate Doug Shorenstein, and philanthropists Nancy Bechtle, De Swig. In 2012, the *Chronicle* endorsed Lee, although his cause was independent expenditure campaign" funded by the SF Association

In 2005 Mayor Newsom appointed Lee to the Recreation & Park Commission as it adva Lee resigned in 2012 to run against Eric Mar for Supervisor in District 1, pointing to forr his role model. Lee got 11,019 votes or 38.6% to Mar's 53.5%. In this costly clash, \$90 vote. According to Ethics Commission <u>data</u>, Lee spent \$320,589 in individual donations compared to Mar's \$360,100. The shocker was the cash tsunami from independent exp spent \$673,960 for Lee versus \$164,625 for Mar. All told, 68% of the \$994,549 supporti shadowy special interests compared to 31% of Mar's \$524,725. Most of Lee's contribut construction, insurance, banking and corporate interests. Notable Lee backers included Haas, tech investor Ron Conway, "broker" Mel Murphy, banker Dick Kovacevich, real est and philanthropists Nancy Bechtle, Dede Wilsey, and Roselyne Swig. In 2012, the Chron

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Between 2008 and 2011, Lee's salary at CAVEC averaged \$90,211 annually (range \$86,4 2012, Friends of Ethics filed a <u>complaint</u> against Lee for failing to disclose this outside & Park Commissioner. Later that month, UC Berkeley Prof. Ling-chi Wang and Henry De and of Chinese for Affirmative Action, publicly <u>denounced</u> Lee's exorbitant \$91,980 sala CAVEC expenses – despite its revenue shortfalls. They also <u>challenged</u> the role of Lee's exaggerated voter registration claims, the mingling of his business and CAVEC pursuits and "downtown and out-of-town" money pouring into his campaign. They asked "who w 2013, Lee's salary was cut to \$46,828, though it remained CAVEC's biggest line-item exp activists say that CAVEC has been losing touch with the community, becoming more pc

Despite Lee's ties to business and moneyed interests, who already have influence at Cit on the boards of the California First Amendment Coalition and the minority-based New public access to government activities. Plus, he has long advocated for immigrant part Lee's pushing this Sunshine measure makes sense.

In appeals for a "generous donation" Lee claims that his ballot proposal arose from "we that "students don't have the resources to fund a campaign." However, the campaign's I Center on 5/14/15 barely drew a handful of students to collect 14,000 signatures by Ju would take on a ballot initiative with such sparse front-line support, and while CAVEC is District 1 will need a new Supervisor. Will an appealing Sunshine measure enhance Lee CAVEC's viability?

Lee's Sunshine amendment emphasizes that "professional activists and lobbyists are t the time at City Hall to influence decisions" and that it will empower "working people, si and caregivers who have set schedules." There's no mention of the costs and contract t the proposed technology. Tracking the funding for this ballot measure will show whether be the same donors who rallied behind him in 2012.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

June 2015

Laguna Honda's Falling Star

by Dr. Maria Rivero and Dr. Derek Kerr

barely audible Mivic Hirose, CEO of Laguna Honda Hospital (LHH), duped the Health Co reported "fewer deficiencies" when the hospital's Health Inspection rating plunged to a © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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Staffing, Quality Measures and Health Inspections, plus an overality, M star rating based on the others. Medicare warns that; "All of these data are reported by the nursing homes themselves. Nursing home inspectors...don't formally check it to ensure accuracy...The information should be interpreted cautiously...along with information from the Long Term Care Ombudsman's Office, the State Survey Agency, or other sources." Nursing homes like LHH flaunt their stars, without noting Medicare's caveat.



Moreover, Medicare does not report violations of California nursing home standards, St complaints filed with State agencies. That's because licensing requirements for State N California) differ from those mandated by Medicare. Only federal-level violations affect 2013 LHH received 30 State deficiencies but only 19 were recorded in Medicare's federal \$1,000 State fines for patient injuries in 2011 and 2012 didn't impact LHH's Medicare s www.nursinghomeguide.org for this data from California Advocates for Nursing Home

Although these deficiencies were considered minor, causing "minii "few" residents, they exceeded the averages for California and US Therefore, LHH's 2014 Health Inspection score plunged "below ave triggered LHH's fall from 5 to 4 stars overall."

The star-rating system provides an incentive for nursing homes to improve their care. It stars without earning them. As per an 8/24/14 New York Times <u>article</u>, Medicare Star F Game the System, facilities plagued by serious deficiencies can garner 5-star ratings. S clients, revenue, and prestige, some facilities inflate their scores.

In 2009, just 35% of nursing homes were granted 4 or 5 stars <u>overall</u>. By 2013, it rose to overall rating of 3 stars is considered average, but by 2014 the average score for US fae majority of facilities are above average, the system is unreliable. As a result, Medicare US nursing homes lost Overall stars this year, with more to follow in 2016.

Laguna Honda's star-quest started in 2010, when its Overall rating was 2 stars – below new building, 3 stars. A 4th star was captured in 2012. CEO Hirose, who collected \$290 pushed until LHH wrangled a 5th star in 2013, only to lose it in 2014. To detect how LHI top tier in 4 years, we examined its Nursing Staffing, Quality Measures, and Health Insp¹

Nursing Staffing

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These are indicators of quality care such as the percent of patients with injury falls, bec aspects of care are assessed, so their scope isn't comprehensive. Further, such measu are self-reported by nursing homes. To wit, State inspectors faulted LHH for failing to re an injury last year. Besides such under-reporting, adverse events can be minimized by I. Department before they are transmitted to Medicare. A former LHH analyst, who reque: "Laguna administrators, charged with filing self-reports that should have been forthcon regretful, were indeed adept at gaming the system." By clasping 5-stars for self-reporte LHH was granted an extra Overall star.

Massaging Quality Measures is widespread. In 2009, 37% of Nursing Homes held 4-5 s By 2014, a preposterous 80% were all-stars, including LHH which had jumped from 3 to to changes in its calculations, forced Medicare to recalibrate. So, two-thirds of nursing I ratings, and 30% lost Overall stars. This year, Medicare audits will inhibit deceptive repo

Health Inspections

This is the backbone of the ratings system, the only domain scored independently by Si occur almost annually, nursing homes anticipate them. At LHH, preparatory "mock insp minimize deficiency findings. During surveys, LHH's "Command Center" tracks inspecte fixes to undiscovered violations. From 2010 through 2012, inspectors found relatively fit Health Inspection ratings are derived from the 3 most recent surveys, LHH rose to "abo its jump in Quality Measures, contributed to its trumpeted 5th Overall star in 2013.

Untrumpeted was LHH's fail to 4 Overall stars after surveyors found 19 federal deficient deficiencies in 2014. The 2014 lapses included: failure to monitor an amputee's phanto to adjust a Care Plan for a patient with rapidly worsening dementia; not monitoring the psychotic medications; keeping spoiled/outdated food in refrigerators; not washing har equipment; speaking "a non-English language" around patients; causing a resident to se minutes to answer his calls; over-filling the stomach of a tube-fed patient and causing patient-to-patient physical abuse to the State, and not knowing that such reports are led

Although these deficiencies were considered minor, causing "minimal harm" and affect exceeded the averages for California and US nursing homes. Therefore, LHH's 2014 He "below average" – to 2 stars. That triggered LHH's fall from 5 to 4 stars overall. It could Safety Inspection found 7 deficiencies. Since such lapses aren't logged in the star-ratin in being down-graded to "above average".

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter hen Eugene Jeandeville "Gene" died at Laguna Honda Hospital (LHH) last December, a part of old San Francisco passed with him. He was 85. Gene had come of age in the 1940s within a pack of kids whose friendships



spanned 70 years

Some 17 years before, a fire blackened Gene's kitchen. Then he fell and broke his arm. Unable to care for himself, LHH took him in. Bereft of immediate family and decisionmaking capacity, he was assigned a Public Guardian to manage his affairs. He got around with a walker or wheelchair and loved field trips to ball games, casinos and race tracks. His requests to "go home" subsided, but he always wanted to "see the guys." For years, Gene's old friends; Larry the retired school teacher, Art the former insurance executive and cartoonist, and later Bob the Laguna Honda volunteer, brought gifts, news and memories on birthdays and holidays.

Gene's death, after a fall during a movie outing, left them mystified. Another old friend gone, then evasive responses to their inquiries. Though grateful for LHH's good-hearted fingers that appropriated their gifts, the conversational drift from English to Tagalog an they felt something was being hushed-up. They asked The Westside Observer to peer the

Growing Up in the City

Born in 1930, Gene was raised by his Mom in Glen Park - 64 Chenery Street near Fairme was a nurse. Gene said his longshoreman father died during the 1934 Waterfront Strike more inclined toward community than to self. A sharing economy emerged from the pr the War, marked by bartering of ration stamps and produce from Victory Gardens. Few everywhere or hopped streetcars for a nickel. Kids met up to trudge to school. In a worl computers, playground directors handed out balls and bats for after-school activities u Gene was a star playground athlete, the type of kid who made fast friends despite a de



Gene's death, after a fall during a movie outing, left them mystified responses to their inquiries...they felt something was being hushed

Pearl Harbor brought black-outs, when mothers covered windows as families huddled fell silent. Soldiers packed the Presidio and sailors flooded the streets when the fleet s brothers went away, never to return. One afternoon, all the sirens went off, horns blared over." Some cried. Hopes soared when the United Nations Peace Conference met at the

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The Investigation

In September 2014, LHH's / began a transition from "proservices that would augme without increased staffing. Gene went on an outing as band of patients supervised While waiting for an elevato backwards down a ramp ar Someone had forgotten to l perhaps Gene unlocked the paramedics bandaged his t to Seton Hospital.

On 11/30/14 Seton notified

withheld details pending an "investigation". Upon returning to LHH, Gene's condition de transferred to UCSF. He developed pneumonia, caused in part by a swallowing disorder to LHH.

On 12/4/14 someone called Larry: "Gene wasn't eating and we should visit ASAP." Gene Then, Gene's Public Guardian reported he had died on 12/10/14, cause of death undisc His body went to Cypress Lawn for burial on 1/7/15. When his friends went to pay their unmarked, Another unanswered guestion.

We brought \$21 to the Department of Public Health's Office of Vital Records for a copy wasn't ready. A week later, same story. Turns out his case had been referred to the City that's done whenever someone dies of unnatural causes. This referral argued against a must also report injury-falls to the State, and we knew LHH had a history of down-playir the State Licensing and Certification Division on 1/20/15, just to be sure. An investigati LHH had reported the accident.

Gene's Public Guardian was notified about the missing gravestone. Records show that i Cypress Lawn plot in 1998. In 2005, the Public Guardian collected \$760,000 from the se Capistrano, assuring that his funeral expenses would be paid, including an engraved he

Our first call to the Medical Examiner went unanswered. On 1/15/15 we were told that i Certificate would take at least 3 months. Toxicology tests had to be completed, medica Certificate would take at least 3 months. Toxicology tests had to be completed, medica

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Acknowledgement: Thanks to Larry, Art Ness, Bob Coffey and Ken Sproul for inspiration (

April 2015

City Attorney's Whistleblower Battle La

By Dr. Maria Rivero and Dr. Derek Kerr



o City agency admits to retaliating against whistleblowers. Dennis Herrera insi Trial Deputy, Joanne Hoeper, "was in the works long before she claimed...that : scheme in the City Attorney's Office." Hoeper charges Herrera with "after-the-fa removal for exposing shady sewer replacement deals. Legally, she must show that whit factor in her firing. Herrera must provide clear and convincing evidence that she was sa

entered Superior Court on 1/7/15.



Once again, taxpayers are footing the bill for a plausible retaliation firm, a Herrera campaign donor, is collecting \$850/hourto defend h "Expected to exceed \$50,000." Ethical concerns are rising alongsid received a conflict waiver to represent Herrera, while representing suing the City."

After publicly praising Hoeper's aggressive fraud litigation in 2003, Herrera says he beg escalating expenses and underestimating liabilities. He focuses on 2 out of hundreds g team. In the \$7 million Lopez settlement against the School District, the judge rebuked fought each stage of litigation and caused delay throughout discovery, which substanti costs." Hoeper responds that the litigation strategy was directed by the client and that i staff the case...seriously hampered the defense." In the \$27 million Dominguez verdict (Herrera claims Hoeper called it a "no liability case." This she flatly denies, as she recom settlement.

Herrera asserts that in 2005 several Magistrate Judges complained about Hoeper's "ini discussions and her failure to evaluate the cost-effectiveness of litigation." Hoeper exp policy reasons to oppose payouts in frivolous lawsuits against police officers. Further, I magistrates that her approach was sound - and told her to keep it up. In 2006, an unwi easthainthiceneossicanny freditenthy outsident tability estimates for its losses in the 2020 Westside San Francisco Media. No portion of the articles or artwork may be the without expressed consent.

James Madison Freedom of Information Awar the Observer that executives like Holepel aren't subject to to final annual applaisais Phila Therese Stewart wrote a private appraisal – solely for Herrera. It lauded Hoeper: "She g Office...tremendously dedicated. She is very loyal. She is extremely confident in herself. litigation." In counterpoint: "Cultivates a pugilistic style of litigating, tending to polarize a making settlement more difficult and possibly resulting in underestimation of...risk and she was never told her performance was unsatisfactory. Rather, Herrera repeatedly ass work and wanted her to continue...as Chief Trial Attorney."

Though certified as "very loyal", Herrera claims that, "With her subordinates, Ms. Hoepe of Mr. Herrera and Ms. Stewart, encouraging an 'us versus them' mentality." One alleged Team "the real lawyers" and the Executive Team "the front office." Hoeper calls such all noting how she lobbied Herrera to "address the morale issues...that plagued the City At deputies who did a good job - "something the City Attorney was not in the habit of doing

In 2008, Herrera restructured the Trial Team, thereby reducing Hoeper's duties. Herrera "rebuffing" his guidance and "stoking divisions." However, Hoeper recalls that Herrera a reflected shifting priorities, rather than performance problems. Despite what Herrera ar that the reorganization related to her work, as she was undergoing chemotherapy. So sl quotes his reply, "You're invaluable to the Office. Do not misunderstand what I'm doing." job performance."

Contending that he remained "dissatisfied with Ms. Hoeper's performance," Herrera rep late 2010 with a partner from Keker & Van Nest, the law firm now defending him. Over t other attorneys were reportedly approached, but none wanted or fit the job. Ironically, in recruited for a high-level State position. Since Herrera was running for Mayor, she asked She recalls that Herrera pronounced her position secure and encouraged her to stay. Se offer. She concludes that Herrera either lied while secretly devising her ouster, or axed I scheme.

In late 2011, Herrera's Executive Team met without Ms. Hoeper to prepare a report title 2012. It's undated, except for 12/21/11 scribbled in a corner. The actual date is importainvestigation also began in late December 2011. The 2-page memo is entirely redacted in charge of Trial Team (for 2 years)" and "Maybe you could get Gascon to hire Jo to be DA's Office." Matt Dorsey told us that the date on this memo, and on Hoeper's 2007 per after they were written "to reflect the documents' actual dates." Notably, "Danny" was n proposed.

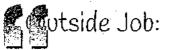
It took more than 18 months of "actively searching" to find Hoeper's successor. Suppos the process was finding the right person." Strangely, the search was covert – with no jo "It defies belief that the City Attorney was unable to find highly gualified candidates. w 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awart is collecting <u>\$850/hour</u> to defend him per a <u>conflict waiver</u> to represent Herrera, while re suing the City. This conflict has churned Herrera's staff, per an <u>anonymous tipster</u>. A Ke chairs our Ethics Commission that unfailingly denies whistleblower retaliation claims. I venues for whistleblower complaints, along with the Ethics Commission, the Controller Because these agencies reflexively shield City departments, Jo Hoeper had to seek red

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

February 2015



OUSTING LAGUNA HONDA'S C.C

By Dr. Maria Rivero and Dr. Derek Kerr

he June 2014 ouster of Laguna Honda Hospital's (LHH) Chief Operating Officer Mike Llewellyn so rattled the Department of Public Health (DPH) that the scandal was buried. As detailed in the September Westside Observer, Llewellyn was chummy with Rachel Decker, owner of the DPH-favored painting contractor William Decker Company. Cordial rapport between City officials and contractors often enhances public services – unless favoritism ensues.



In October 2013, the Controller's Whistleblower Program

was investigating complaints about the "over-utilization" of a DPH painting contractor. Decker's dominance over the other 6 DPH painting contractors during Llewellyn's tenur 2009 and 2014, Decker pocketed \$783,211, or 41% of DPH's painting expenditures — al nearest competitor, RAS Engineering. The bottom 3 contractors, M&A, Monticelli, and A 0% of the pie, respectively.

DPH records confirm the disparity. Between 11/1/10 and 10/31/13, Decker was granted (BPO) authorizing \$400,000 in DPH contracts. The other 6 DPH painting contactors we \$100,000 to \$250,000, and totaling \$1.2 million. Just 17 months into its 3-year BPO. De 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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Society of Professional Journalists, NorCal Chapter Perhaps Decker Co. did excellent work at lower rates than their 6 competitors. Still, the Llewellyn and Rachel Decker should have sparked concerns, especially after DPH Direc Llewellyn in charge of all DPH facilities in late 2011. With such authority over contracts indulge preferred parties.

According to the City's Office of Contract Administration, "For general services, compet \$10,000." Such small jobs need not be advertised because City departments have "comvendor selection process." Records show that in the first 3 years of Llewellyn's tenure a through November 2012, Laguna Honda processed 54 invoices from Decker Co. totalin for jobs costing less than \$10,000. They included a \$1,010 contract to paint "Mike's saf "Mike's wood table refinishing." These small contracts, awarded under Llewellyn's watch 51% of Decker's Laguna Honda revenues over 3 years.

Though disapproved, big jobs can evade competitive bidding rules if broken down into 1 costing under \$10,000. On 11/14/12 Decker Co. submitted 3 invoices at \$9,996 each fc projects. Had this window project been treated as a single \$29,988 contract it would ha and approval by the Office of Contract Administration.

A favored contractor could be told in advance about upcoming DPH projects, or informing proposals. Hefty contracts can be won with tiny under-bids. On 1/25/11 Decker Co. sec \$30,250. Its closest competitor, RAS Engineering, had bid \$30,500. When the bid results he notified his staff; "I will take care of that."

Or, a painting company could be steered to work as a subcontractor under a bigger DPI larger firm that then pays its painting sub-contactor. On 4/1/12 Turner Construction pai \$11,585 for 4 windows. The following month, Llewellyn received a proposal from Rossi construction contractor. On 10/22/12 Llewellyn sent Rossi's proposal to Decker's Office responded, "Thank You Mike! Hope you are well!" In May 2013, Rossi Builders hired Deckertactor.

When funds aren't available, money can be pulled from other pots. For example, LHH be pay for their jobs and vice versa. Given its enormous budget and major hospital rebuild money streams that can be siphoned when needed. For example, on 9/30/10, a \$3,130 revised because LHH's CFO wanted to switch from "operating funds" to "project funds" services. Similarly, creative accounting may explain why Decker's BPO balance increase between 3/1/12 and 10/17/13.

When DPH Director Barbara Garcia wanted to "expedite" the renovation of DPH Clinics i balance was depleted, despite the mysterious boost to \$14,269. Nevertheless, on 10/2 estimates to "John Lee A-Hole" to refurbish 4 Clinics for \$235,062. Technically, any bid © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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livelihoods. Outsiders forced Bafbara Garcia Conditions for years.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

December 2014



City Attorney's Sewer Stand-Off Needs

by Dr. Maria Rivero and Dr. Derek Kerr



Joanne Hoeper

ity Attorney Dennis Herrera is facing a whistleblower retaliation lawsuit from his Joanne Hoeper. After the September *Westside Observer* went to press, Herrera she was reassigned and fired for exposing a multi-million dollar scheme to repliexpense. Now Hoeper has refuted Herrera's rebuttal, thus escalating the conflicting pre-



Dennis Herrera

Pursuing a 2011 FBI tip about shady sewer claims, Hoeper had Herrera's blessing - untiheads of his Claims Bureau; Michael Haase and Matthew Rothschild. In May 2012, Hoe investigation was headed. One month later, the Claims Bureau ceased paying for privat no-bid contracts. Yet, Hoeper kept delving into thousands of claims that had already be

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Hoeper briefed Stewart about a plumbing company that had filed 84 claims for \$850,00 inflated by \$3,000. These \$3,000 premiums reportedly ended after a citizen complained fraud and threatened to call the press. Moreover, that plumbing company abruptly stop after Hoeper alerted the Claims Bureau about the FBI's warning. This sequence of even insiders "had colluded with the plumbing company to submit fraudulent and inflated cla likely warned the plumbing company and tried to cover their tracks." She then surmised served as kickbacks to the Claims Bureau. Whoa!

The next morning, Herrera replaced her as Chief Trial Attorney. In August 2012, he trans Attorney's Office but continued her \$202,000/year salary. Hoeper states that Herrera the allegations and failed to seek an independent audit of the Claims Bureau. In November elected, Herrera told Hoeper that she would be terminated. In January 2014, he kept his

A contrasting narrative emerges from a 35-page <u>rebuttal</u> by lawyers representing Herre Hoeper is not a whistleblower and that she was fired for "sub-par performance" related "refusal to be a team player" – not in reprisal for her investigation. Admittedly, he "refus continue her scorched-earth investigation against Mr. Haase...because she had uncove investigation."

To receive whistleblower protections, Hoeper must show reasonable cause to believe the wrongdoing occurred. Herrera rejects her whistleblower status by declaring that her ow evidence of a fraudulent scheme." He quotes this snippet from her Report: "The prelimit has not revealed the sort of obvious patterns that could be expected if there was a scheparticular plumbing contractors in return for kickbacks." Another excerpt emphasizes the conscientious, hard-working and competent employee."

Hoeper responds that Herrera selectively "misrepresents" her findings and is "deliberate cover up (his) true motivations for terminating Ms. Hoeper." She challenges Herrera to t "replete with detailed examples of wrongdoing by the Claims Bureau." She adds that He lifted from a section titled Additional investigation is Needed that segued into "specific engaged in unlawful acts."

While Hoeper viewed the City Attorney's handling of sewer claims as unjustified, Herrer been City policy to accept liability for residential sewers damaged by City trees. Contrai was unique in paying for tree-damaged sewers, Herrera identifies other California cities homeowners for sewer repairs. Hoeper retorts that, "Under the San Francisco charter o may set policy and only through written ordinances and resolutions." Unlike the cities ci didn't set a sewer policy. Therefore, Hoeper maintains that the Claims Bureau had unila

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Hoeper responds that her investigators "documented many instances in which there we despite the DPW inspections and approvals. Plus, she was not allowed to examine the Haase as: misleading when interviewed, concealing citizen complaints, taking 16 disco contractor for whom he initiated a \$12,000 City sewer deal, and approving no-bid jobs f his son. Herrera is portrayed as: "willing to make untrue statements about these easily bolster his false narrative..."

Unfortunately, the City Attorney's Office twice declined to release Hoeper's investigative product and other confidentiality exemptions. So, we are bedeviled by contrasting interpreter document. Herrera does admit that; "The sewer investigation prompted the City" that "outdated policies were reformed and allegations against City employees were investigation was shut down and her (she had uncovered huge, illegal outlays of taxpayer funds. There's no question she was

Next, we'll explore Herrera's claim that Hoeper's firing "was in the works long before she kick-back scheme"

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh wrongdoing by the Dept. Public Health. Contact: DerekOnVanNess@aol.com

November 2014

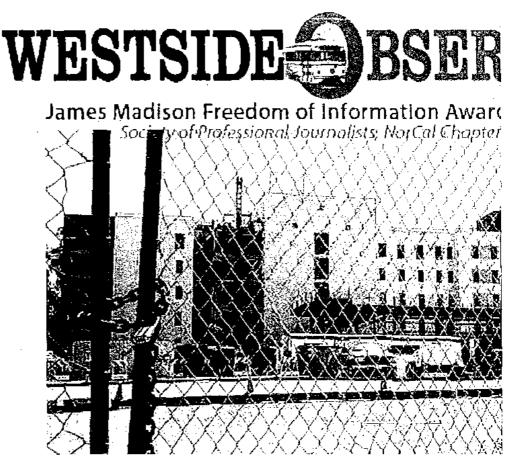
weetheart Deals Revealed in Construction Rebuild

Behind the Perp Walk

he mysterious June 20 expulsion of Laguna Honda Hospital (LHH) Chief Operating Officing roots. According to 780 pages of Llewellyn e-mails, his termination seems connect William Decker Company/RMD Enterprise (Decker). The firm, now owned by the late for Decker, was being investigated by the Office of Labor Standards Enforcement (OLSE) in complained that Decker wasn't paying fair wages.

OLSE enforces prevailing wage requirements in City contracts. Unlike most other City w OLSE gets results. It substantiates 65% of complaints and recovers lost wages from 90 By combating wage theft, OLSE protects vulnerable workers from exploitation, reduces services, and allows honest employers to compete fairly.

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Favoritism in contracts with DPH is revealed in records ob by the Westside Observer under the Sunshine ordinand

Decker sent him a FAX detailing \$2,324 in repairs to her 2004 Silverado. Llewellyn respectivelyn sent Decker an internal bulletin issued to DPH finance officers. Two months life financial report listing fund balances available for 8 vendors, without sending it to the o

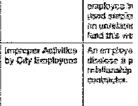
... the OSLE reached a Settlement Agreement with Decker on 2/21/ any wrongdoing but agreed to pay \$28,000, including \$19,704 in ba employees and \$8,296 in penalties for violating the City's prevailing

Over the next 8 months, OLSE struggled to round up records of Decker's work, particula at DPH headquarters that included a \$13,000 renovation of Health Director Barbara Gat occurred between OLSE and Llewellyn and his deputies; Diana Kenyon, LHH Facilities N Buildings & Grounds Supervisor. Wherever OLSE probed, Llewellyn was made aware. W employee sign-in sheets, John Lee forwarded them to Llewellyn noting, "thought you wild cc'd Llewellyn on his responses to trivial inquiries about Decker.

There were other signs of Llewellyn's pervasive interest in Decker's affairs. On 1/12/12, about work done by Decker before a contract was signed. Kenyon forwarded the inquir background Llewellyn coached Kenyon. "Here is your reply" and wrote out a generic me 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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We believe the second complaint is about LLewelyn be the first one on the page may be about Llewelyn as we

raised by the City Attorney. Frustrated by OSLE's persistence, Kenyon e-mailed Llewelly barking up now." Six minutes later, Llewellyn forwarded the e-mail train to Rachel Decke

On 2/7/12 Llewellyn sent his deputy John Lee a quote for a window project submitted I message, "Here's your quote, let's get it processed" – and blind cc'd Rachel Decker. One Diana Kenyon, notified 3 painting contractors, including the Decker Co., of a bid walk-th was rescheduled, Kenyon notified the 3 bidders. Llewellyn then forwarded that notice to she got it personally. When the walk-through was delayed, Llewellyn instructed Kenyon date for bids, then cc'd Decker – not the others.

After receiving assurances from Llewellyn that Decker's jobs were "won through compereached a Settlement Agreement with Decker on 2/21/12. She did not admit to any wro \$28,000, including \$19,704 in back wages to 6 employees and \$8,296 in penalties for viewage law.

One week after the OLSE Settlement, Decker was awarded a \$44,725 contract to paint I Grove Street. However, the Accounting Office lacked the funds to cover Decker's bid. Se from a Mental Health facilities account to pay for the job. After a lengthy set of maneux Llewellyn was a party, funding was granted on 3/19/12. One minute later, Llewellyn forv Office e-mails to Rachel Decker with the emoticon, "Funded :)". However, it took anothe funded contract released. One minute after getting the OK, Llewellyn forwarded that se Decker, writing, "Now you can schedule."

On 4/18/12, Llewellyn's Assistant, Jessica Kennedy, was trying to tie a name to a relatic Llewellyn's deputy, John Lee, Kennedy copied an invoice with Rachel Decker's name on Name on invoice." Lee rushed Kennedy's discovery to Llewellyn, adding: "<u>OOOOOOOOOP</u>

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Society of Professional Journalists, NorCal Chapter Besides Llewellyn's close associates, other LHH staffers knew of the Llewellyn-Decker for partiality. Given the hospital's repression of dissent, insiders stood mum as Llewelly Next month, we'll explore why outsiders exposed the rot at the top of Laguna Honda Ho

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

October 2014

City Hall Watchdogs Clogged Sewers Erupt In Whistleb Retaliation Claim at City Attorney's

By Dr. Maria Rivero and Dr. Derek Kerr



Joanne Hoeper

t's hard to ignore a call from the FBI. In December 2011, Joanne Hoeper, City Attor Deputy, got that call. Homeowners were complaining about a handful of plumbing replace sewer lines – at City expense – because they were supposedly clogged by their sewers were working fine. In some cases, there were no trees in sight.

A 20-year veteran of the City Attorney's Office, Hoeper launched an investigation. Unhat inner circle. Seven months later, in July 2012, her investigation was quashed, she was p banished to the District Attorney's Office for 17 months. On January 7, 2014, after turnin While acknowledging publicly that "Whistleblowers do not fare well in this world," Hoep myself if I didn't speak up." So she filed a <u>whistleblower retailation claim</u> with the Contra re-instatement, lost wages and other damages. True to form, the Controller referred the – the City Attorney's Office.

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James Madison Freedom of Information Awar(Society of Professional Journalists, Norfal Chapter No word about an independent investigation. Hoeper's attorney, Stephen Murphy, told u claim is unnecessarily hostile; the defense that the claim was untimely is also meritles: retaliation claim. We're preparing a lawsuit."

A Hastings Law School graduate, Hoeper started out with Morrison & Foerster, a corpor Francisco. Though rising to become a partner, she was drawn to community service. He on civil rights abuses in Guatemala and Argentina. In 1994 she joined the City Attorney' After Dennis Herrera was elected City Attorney in 2001, Hoeper rose to become his Chir was recognized as one of the "Top 50 Women Litigators in California" for prosecuting a defrauded \$4.4 million from the Unified School District. Herrera lauded her in a <u>2003 Pr</u> skills, energy and dedication have made an enormous contribution to the public integrit enormous price from those who've sought to cheat and defraud San Francisco taxpaye

Hoeper prosecuted other high-profile frauds and served as an advisor to City officials. California Super Lawyer" in 2005, 2006, 2007 and 2008, based on peer nominations and professional achievement – an honor accorded to 5% of California lawyers. She becam advisers, a member of his 4-person Executive Team, until her 2012 investigation.

Two years later, Herrera's Press Release disparaged her as "a disgruntled former emploito grind against some of her former colleagues, who is expressly seeking a payout...by unsupported charges of serious crimes in a bid to shake-down taxpayers." What happe

Upon receiving the FBI tip about fraudulent sewer claims, Hoeper alerted the City Attorn handles claims against the City. The Claims Bureau Chief, Matthew Rothschild, is a long fund-raiser for the Democratic County Central Committee and the Alice B. Toklas LGBT asset for Herrera's political campaigns. The Claims Bureau Assistant Chief, Michael Ha dubious claims were weeded out and that there was no cause for further inquiry. Given allegations and a pattern of anomalies in the claims, Hoeper also contacted the Chief c Cothran, who provided an investigator. Years before, as an investigative journalist, Coth bid for a Municipal Court judgeship. (SF Weekly; 2/28/1996)

According to her claim, Hoeper informed Herrera that from 2002-2011, the City had pair thousand claims, mostly to replace private sewers allegedly damaged by City tree roots the higher cost of replacing rather than simply repairing the sewers. Importantly, no oth replace private sewers clogged by roots. The consensus of arborists and sewer engine cause sewer breaks. Rather, roots infiltrate already broken sewer lines. Further, the repa responsibility of property owners – not the City.

After persuading homeowners that the City would restore their aging, supposedly dama standards, plumbing company salesmen filled out the claims, had the owners sign ther © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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Attorney's Office and its Claims Buileauf Professional Journalists, NorCal Chapter

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe DPH wrongdoing. Contact: DerekOnVanNess@aol.com or www.SFWhistleblowers.com

September 2014

Perp-Walk At Laguna Honda

By Dr. Maria Rivero and Dr. Derek Kerr



Mike Llewellyn

flurry of anxious-joyful messages from Laguna Honda Hospital (LHH) insiders pinged our cell-phones last month. On Friday May 30th, Laguna Honda's Chief Operating Officer (COO) Mike Llewellyn was escorted out of his office by Human Resources officials and CEO Mivic Hirose. We were told that his computer hard-



drive was seized – perhaps by "the Feds", and that the institutional police perp-walked him out of the building. Sources who insist on anonymity for fear of retaliation whispered that the computers of his deputies were also seized. However, these two were temporarily assigned his duties. A week later, LHH blo every door of the buildings he had overseen. Another Laguna Honda scandal?

Our e-mail to Llewellyn on 6/4/14 received an automatic "out of office for an unspecifie contacted CEO Hirose, whose representative confirmed that Llewellyn had been placed 6/2/14, but denied a raid by the Feds. We then requested any notice sent by Hirose to h departure. LHH replied "no responsive records" and wouldn't provide answers about a referred further inquiries to the Department of Public Health information Officer. Taking hands of LHH's bumbling CEO is a sure sign of an erupting scandal.



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James Madison Freedom of Information Awar DPH responded on 6/11/14, "any currently personner actions would be confidential PACTI any interventions at LHH. Finally on 6/20/14, Human Resources confirmed that was "LI employment," while the DPH divulged that CEO Hirose was "currently assuming the CO were no documents announcing this important development until 6/25/14.

Although LHH is abuzz with gossip and rumors about Llewellyn's downfall, informants managers have been tight-lipped, evasive, misleading or feigning ignorance. They seem pugnacious Communications Director Marc Slavin in June 2013, and the mysterious leak Klain, a former Project Homeless Connect director, hospital communications have dete example, Laguna Honda's website stagnates with bogus photos, portraits of long-gone Community Events from 2011-12. The hospital's *Grapevine* newsletter is gone. Even the is silent. Inarticulate in person, furtive and prone to flee when questioned by journalists scripted confections. Questions about her management are viewed as threats. That's w clamped under a cone of silence. It prompts questions about how much Hirose knew, a - why not?

Absent a coherent explanation for the departure of Laguna's COO, rumors are running a hear that contract bids had been leaked to a favored contractor beginning in 2010. In O Office investigated complaints about contracting procedures at SFGH and LHH. As of 6 restrictions have been imposed on vendors doing business at Laguna Honda" per Depu Llewellyn's forced resignation on 6/20/14 may be a first step.

Subordinates who describe Llewellyn as a bully, devious, and arrogant view his downfal ignominious finale for Laguna's #2 official who earned \$173,742 in 2012-13. Llewellyn & SFGH where he had toiled as an undistinguished but bossy engineer since 1991. He rec career as Maintenance Supervisor in 2006. In 2008, he was hauled into LHH as Facilitie CEO, John Kanaley, and former Health Director Mitch Katz, who wanted to stuff LHH wi

Katz had previously dispatched Kanaley, another lackluster SFGH engineer, to "kick son revolt against the 2004 Flow Project. Predictably, CEO Kanaley found himself over his h related heart attack in March 2009 at age 51. Katz then fingered an obeisant Mivic Hiro with the requisite SFGH pedigree, to fill Kanaley's boots. That would enable Katz to plar Kanaley's Big Daddy demeanor – within Laguna Honda's inner circle.

In November 2009, an under-qualified Mike Llewellyn snagged the COO position "becau according to former LHH managers. The job qualifications were reportedly shrunk to fit the misgivings of Selection Committee members. With Hirose's OK, Llewellyn replaced had been forced out for protesting the closure of LHH's Adult Day Health Care program installed, Hirose and Katz temporarily foisted SFGH's clueless COO upon Laguna Hond 2020 Westside San Francisco Media. No portion of the articles or artwork may be

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James Madison Freedom of Information Awar(managers with apparatchiks. Eneweiligns Implosition Exploses the Halist Likes and the Pagan Hirose's tenure.

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"Integrating" Obamacare at the July 2014

By Dr. Maria Rivero and Dr. Derek Kerr

he Department of Pubic Health (DPH), exhorted by favored contractor Health Management Associates (HMA), is using Obamacare to transform itself into a conglomerate via "integration."

Records show that HMA promotes "integration" by breaking down "micro-cultures that have their own vision and goals." These "need to be taken on by leadership and held accountable as a component of a unified approach to care..." HMA sees no room for organizational ecosystems and no pitfalls with mergers. "Integration" is HMA's panacea.

This dream of "seamless integration" flopped in 1999 when the DPH set up its "Community Health Network" to entice privately-insured patients into its safety-net system. Similarly, the 2004 Flow Project imploded

after San Francisco General Hospital (SFGH) tossed younger, troubled and sometimes elderly at Laguna Honda Hospital (LHH). A 4-year take-over of LHH finances by the SFC 2009. Another dud was Laguna Honda's multi-million dollar Acute Rehabilitation Unit. D SFGH patients – each for \$4,527/day - it struggles to serve two per day because eligible elsewhere. Nevertheless, "integration" is prescribed for cost overruns throughout the D



Reimbursement means that SF General Hospital can charge the \$6,716/day ...Laguna Honda Hospital charges an average of \$968, pressure to unload non-paying SFGH patients into LHH regardle benefit from the transfer."

SFGH, LHH and 14 City Clinics all spend more than they earn. Therefore, they rely on Cl center of fiscal hemorrhaging is SFGH whose operating costs comprise "more than 50° Controller's Office. Historically, SFGH has lost millions due to sloppy billing practices. H specialty clinics like Dermatology and Psychiatry collect no revenue as they "find it too 2020 Westside San Francisco Media. No portion of the articles of artwork may be

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James Madison Freedom of Information Awar(To grow the Network, DPH must spiritules and sective managed care contracts with Kai though none had materialized as of late 2013. For Laguna Honda, the plan is to increas kidney dialysis. To manage all this, the DPH will "expedite leadership hiring" into a new consulting contracts will be issued, more staff will be hired and more technology purch Budget Proposal for 2013-14, allocations for SFGH will rise by \$225 million plus \$17 mi

HMA admits that all this growth and integration "will be reducing the number of face-to adding that staff "must convince (patients) that changes are for them." HMA's "Commu "generate a groundswell of DPH staff support." Its effectiveness will be gauged by staff to measure "employee engagement" with the integration agenda. Unions will be persua "better than layoffs."

"Integration" struck Laguna Honda a decade ago when top LHH executives were replac after a staff revolt against the 2004 Flow Project. The next step, per HMA, is to merge L SFGH. Then, SFGH can pour chaos and costs into Laguna Honda without resistance. In Executive Council" is set to "facilitate integration" and "client flow." HMA emphasizes th needs are the integration of Rehabilitation and Psychiatry services with SFGH." Amazin population feature" of SFGH is a "high incidence of behavioral issues." No problem; "Mc Behavioral Health Skilled Nursing Facility to Laguna Honda is a significant improvemen perspective."

Reimbursement means that SFGH can charge the average patient \$6,716/day until the stops. When patients cannot be quickly discharged home or to a nursing facility, they o shortage of nursing home beds in the City. Since LHH charges an average of \$968/day, unload non-paying SFGH patients into LHH regardless of whether they benefit from the

One HMA report declares that: "Admission and continued stay at LHH is predicated on restorative care; LHH not intended as an option for permanent housing." In other words Paradoxically, an HMA marketing analysis envisions: "Laguna Honda will become anoth if seniors believe that access to Laguna Honda and other long-term care programs are To increase flow from SFGH, Laguna Honda is cutting patient lengths of stay by 12% to referrals this year. So, the DPH is looking to "subcontract to private long-term care partr

Although LHH was rebuilt as a sanctuary for "Old Friends," it's becoming a colony for ye paying SFGH patients. Elders in need of long-term care are burdens in the corporatized Obamacare promotes patient choice, but Laguna Honda will only be a choice for patient term care.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

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James Madison Freedom of Information Awar(Society of Professional Journalists, NorCal Chapter since Medicare and Medicaid in 1965. The strains and spawn of this coupling a Controller's Office report titled Summary of Health Reform Readiness.

Enacted by Congress in 2010 and implemented this year, the ACA will provide health in: Americans - and billions of public dollars for the commercial insurance industry. Reimb homes, home care and hospice agencies will drop by \$716 billion over 10 years. Instea Medicare, the ACA promises more-for-less in a corporate marketplace. While expanding mandates that individuals buy health insurance or pay tax penalties, provides subsidies businesses to cover their employees.



... DPH's operating budget is expected to rise by 8% next year. To st need 50% more than the \$337 million General Fund bail-out provid alarming projections could be used to prop up SFGH at the expense elders..."

In order to control costs, Obamacare uses a "capitation system": a fixed sum of money patient, regardless of the frequency or intensity of services. Currently, reimbursement is whereby payment is made for each service provided, with little incentive to reduce cost can choose where they want to receive their health care, thereby introducing competitic

As of January 2014, 56,000 of 84,000 uninsured San Franciscans have signed up. The t persuade these newly insured persons to choose DPH instead of private or non-profit p that DPH must transform itself from the "provider of last resort" to a "provider of choice elsewhere, the DPH will lose money. Another challenge is to stem losses from serving a multiple medical and psycho-social ailments, once fee-for-service payments stop. To di more healthy and therefore low-cost patients. Also, it must better manage the rest - like of urgent/emergent care costs at San Francisco General Hospital (SFGH).

San Francisco anticipated Obamacare with its 2006 Health Care Security Ordinance the aside \$1.9 billion to cover health care expenses for 265,000 workers. And since 2007, H care access program, has covered 116,000 persons who didn't qualify for insurance provide and its sizable resources, the DPH has outsourced expertise to adapt to Obamacare. H (HMA), a for-profit Michigan-based corporation, is getting \$2.5 million to tutor DPH mail of original HMA reports upon which the Controller's 51 page Summary is based.

HMA principals have been embedded in DPH policy circles since being hired to salvage OPDMS HMMA advised are instant 2006 Ballon Initiative airped at or reventing violent oat ients © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awar(largely driven by San Francisco Gériéral's operating costs, which gobble up the thind of subsidy, and more than 50% of DPH's expenses. HMA warns: "SFGH's ability to manage overall financial sustainability of the Network." SFGH is too big to fail.

There's more: Although DPH is considered a revenue-generating enterprise fund, it has under Obamacare, DPH projects losing \$131 million or 16% of its State and Federal saf years: While revenues from the MediCal expansion may partially offset this loss, DPH's to rise by 8% next year. To stay afloat, DPH would need 50% more than the \$337 million in 2012-13. That's "an unsustainable scenario" per the Controller's Report. Such alarmir prop up SFGH at the expense of long-term care for elders – as we will explore next mor

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May 2014

Sinking Sources The Controller's Whistleblower Pre

By Dr. Maria Rivero & Dr. Derek Kerr

n 2003, voters funded the Controller's Whistleblower Program (WBP), expecting th whistleblowers to root out fraud, waste and abuse. In response to criticism for shi WBP's 2012-13 Annual Report laid it out; "The Whistleblower Program does not ac complainants in their disputes with city departments..."

Tips sent to the Whistleblower Program have fallen from 465 to 29 WBP Manager Steve Flaherty ... was "unable to determine any caus Program should look within, at how it treats whistleblowers."

Unfortunately, reporting fraud invariably provokes "disputes" – and denials. And how de are solid or figments of disputes? They check with implicated departments. If whistlebl "disputes" unworthy of engagement, the WBP risks acting as an advocate for responde



James Madison Freedom of Information Aware

Commission, after having reported 107 cases lastigean of hitting lietaliation claims make has ever been sustained.

The Annual Report also announced an "updated" online Complaint Form. The form is not tips. No complaint can be submitted without checking off: "I certify that all of the states are true, complete and correct to the best of my knowledge. I understand that...the Compersons...swear to the truth of their statements by taking an oath administered by the C perjury"... Oblivious to whistleblower fears and their limited access to evidence, the WB scammers. Dozens of potential sources will be turned off by this bristling language.

Compare this hectoring with the way our Police Department (SFPD) engages tipsters. T Anonymous Tip Line states: "Crime prevention cannot be achieved by the police alone. officers must work hand-in-hand with the public...we depend heavily on your assistance use and convenience." Using this Tip Line is a breeze. To foster communication, there's to text back and forth with the tipster. The SFPD also offers an Online Reporting Systen entries. But unlike the Controller's Office, the SFPD doesn't force sources to swear they their tips. Although false reports to the police can have serious consequences, the SFP the fire and brimstone.

Why is the WBP complaint process so adversarial compared to the SFPD's, if both were Well, complaints to the Controller point to government misconduct whereas tips to the misconduct. When tips about government wrongdoing are unwelcome, whistleblowers: Complaints to the WBP have fallen below 300 for the first time since 2006.

This decline prompted WBP Director, Tonia Lediju, to agree to a Complainant Satisfacti meeting of the Citizens' General Obligation Bond Oversight Committee (CGOBOC). Also a Fraud Hotline Webinar Series to review best practices in the field. The one-sidedness revealed when a webinar lecturer opined about Satisfaction Surveys for hotline users, " why they don't like the Sheriff's treatment?" Programs that view whistleblowers as disgitheir tips to sink.

Tips sent to the Whistleblower Program have fallen from 465 to 291 in the past 5 years examined external events, but was "unable to determine any causality..." Perhaps the Pr how it treats whistleblowers.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

April 2014

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WESTSIDE

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Society of Professional Journalists, NorCo persons over 65 exceed the City average, and most will eventually need supportive services.

Although women comprise 49.3% of the City's residents, the majority of our seniors are women. As they age, women increasingly outnumber their male peers. In San Francisco, there were 63,000 women over age 65 compared to 48,000 men. Of these, 22,000 lived alone, twice the number of solo males. Among those 85 and older, women outnumber men by 2 to 1.

These demographics explain why, for decades, the majority of Laguna Honda Hospital residents have been elderly - and female. Although LHH served more young patients than other nursing homes, caring for elderly, disabled San Franciscans had long been its core mission. Accordingly, "Old Friends" became the emotional theme of the 1999 Proposition A campaign to rebuild the hospital. At the time, hospital records show that two-thirds of LHH residents were over 65, 52% were over 75 years of age – and 56% were women.



That changed abruptly with the notorious Flow Project of 2004-05. Laguna Honda was non-paying SFGH patients, as well as a way-station in the Care not Cash "housing conti-Department of Public Health (DPH) introduced a new paradigm – the City's "neediest" v "psycho-social rehabilitation". Admissions from San Francisco General Hospital (SFGH) flooding LHH with "hard-to-place" patients. For the first time in memory, women - and el minorities at LHH. The percent of female residents plunged from 53% to 47% in 2 years



Given the dramatic drop in elders and women served by Laguna Ho "Old Friends" who can no longer care for themselves? Where do the whether the care they receive elsewhere is comparable to what the Laguna Honda provides?"

The new population included younger, able-bodied men with aggressive behaviors and endangered others and required specialized services. They needed a highly-structured, LHH's elderly, physically disabled residents fared best in a home-like setting with more

Although Mayor Gavin Newsom was forced to abort the Flow Project in 2005, the hosp didn't return to its prior levels. Before the new building opened in December 2010, a revi launched.

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James Madison Freedom of Information Award

Society of Professional Journalists, Nor End Ethapter shipped to out-of-County nursing homes. Since SFGH serves a much lower percentage of elders than the 13.7% living in the City, the new LHH will likely serv-

The infirmities of old age, including poverty, persist. The number of City nursing home k own 2012 "Community Health Status Assessment" warns that; "...the population over a 11% by 2030. The projected growth in San Francisco's aging population has implication term care options..."

No matter. As Patrick Monette-Shaw reported in the June 2013 Westside Observer, LHF San Francisco General's Mental Health Rehabilitation Facility. And in August 2013, LHH safety measure from its Medical Staff Bylaws: 24-hour Sheriff's security services are no with a police-hold are admitted.

Given the dramatic drop in elders and women served by Laguna Honda, what happens to longer care for themselves? Where do they go? Who checks whether the care they receive the new \$585 million Laguna Honda provides?

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

March 2014



FEAR and FAILINGS at LAGUNA HONDA

mployee morale is a key driver of quality of care in hospitals. In April 2010, one y into the tenure of CEO Mivic Hirose, Laguna Honda Hospital (LHH) commissioni an Employee Satisfaction Survey. The results were dismal. Out of 1,350 surveys distributed, only 258 were returned. A response rate of 19% indicates apathy, mistrust, i fear of management reprisals.

One month before that survey, City employees had been rocked by mass layoff notices. Few LHH staffers were willing to convey criticism when their livelihoods were threatened Having scrambled through administrative shake-ups, mission changes and altered plan many felt unsettled before the December 2010 move into the new building.

The survey asked a series of questions to which staff could respond "Excellent", "Good' Good indicate satisfactory, while Fair and Poor show dissatisfaction.

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James Madison Freedom of Information Award Assistance with Job Stress^{Society of P}2%^{essiona}21%^{rnalis}29%^{orCal}48%^{pt cr}te Communication by Supervisor 15% 31% 32% 22% N S Appreciation of Supervisor 12% 27% 28% 34% a

presented to the Health Commission. No remedial plan was announced and no follow-t did not renew its contract with the surveyor.

However, in July 2013, LHH hired the market research firm Corey, Canapary & Galanis (survey. In his contract proposal, VP Jon Canapary slyly promised, "We respond to the a public agencies must operate under with real-world solutions." CEO Hirose values spin, something more than straight data analysis. Unlike Laguna Honda's prior survey contra in healthcare surveys. It does, however, have political polling experience, having assiste Mayor" campaign. Its motto is; "Ask the right questions, and you get the real answer."

...this Employee Satisfaction Survey, obtained via a public records made public nor presented to the Health Commission. No remedial and no follow-up survey was conducted."

Four years after its first Employee Satisfaction Survey, LHH has had enough time to per threats no longer depress hospital workers. They've had 3 years to settle into the new f changes, plus new, savvy surveyors who "ask the right questions," satisfaction scores a regardless of who's in charge.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital. Co DerekOnVanNess@aol.com Maria Rivero & Dr. Derek Kerr

BLOWING OFF WHISTLEBLOWE THE ETHICS COMMISSION

he scandal encircling the Georgia State Ethics Commission is a wake-up call fo Ethics investigators were removed after inspecting Governor Nathan Deal's can were told to alter documents about the case, and met retaliation when they refu can be as perilous as reporting it. Dodging tips about governmental wrongdoing can ex Commissioners alike.

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Society of Professional Journalists, NatCal Chapter complaints only – "in writing and submitted on a form specifically provided by the Com their How to File a Complaint guidelines. Further, formal complaints must identify "the p violated." Few tipsters have this legal knowledge. All other complaints, whether delivere e-mail are declared informal. And, we are warned, Ethics has "no obligation...to process They can be tossed. Even if complaints do reach the Factual Investigation stage, prosprequirement to interview complainants – the gold standard for investigations. Instead, "interview of the respondent and any witnesses." The reason for this bias, as Director Sirespondents are more likely to provide "exculpatory information."

Empowering staffers at the expense of whistleblowers was a weird outcome of deman oversight by Commissioners Eileen Hansen and Joe Lynn in 2005. Because of confiden public has no assurances that staff is carrying out its mandate." In his July 2005 respon disclose dismissed and settled cases in Enforcement Summaries, and to categorize inc monthly Director's Report. However, St. Croix's July 2006 follow-up report, *Investigation* course. It lobbied for "streamlining the process" via more staff autonomy and less trans workload! The Commission approved the plan 4 to 1 in August 2006, with Hansen disse Ethics Regulations include goal #6; "Delegating to the Commission *staff*the maximum c resolution of complaints at staff level, while retaining oversight of staff activities." As ei *Westside Observer*, that oversight is illusory.

Given maximum discretion, staff explain *How to File a Complaint* on the Ethics website: aware that the Ethics Commission's Regulations...provide that a person accused of a vi be provided with a copy of the complaint."Reassuring? Not for whistleblowers. Plus it's c Regulations, Sec. XII.B.3, state that the Director "may provide a copy of the complaint to to the conduct of the investigation." Importantly, the City Charter Appendix C3.699-13 req respondents with "a summary of the evidence" – not a "copy of the complaint." Big diffe can identify whistleblowers by the details given and the grammar used. Although the op offered, it comes with the off-putting proviso that Ethics staff are "not required to proce complaints."

Equally inhospitable from the current Ethics brochure: Ethics "investigates complaints *complaints filed with the Ethics Commission.*"Not so. When the Whistleblower Protectio February 2002 — as recommended by the Commission itself — Ethics took responsibilit against whistleblowers who filed complaints within their own departments, as well as t Attorney, the DA and the Ethics Commission. By wrongly shrinking Ethic's jurisdiction, the complaints. Worse, Ethics staffers may be dismissing valid retaliation claims based on duties. Maybe that's why Ethics averages just 18 investigations a year. For example, the tells us that "staff resolved 20 cases" and, "This number does not include the myriad of

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James Madison Freedom of Information Award lost. After referring tips to the effective and the state of the s

In sum, the Ethics Commission deters reporters of government wrongdoing. Until refore best served if whistleblowers obtain legal counsel, then expose misconduct publicly.

*Georgia's Ethics Scandal

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

December 2013

Deterring Whistleblowers



e previously reviewed how the Ethics Commission (Ethics) "dismissed" whi retaliation complaints. But getting rid of whistleblower claims doesn't stop deterrents serve to limit exposures of wrongdoing.

Commissioners are the first line of deterrence. Like a skilled courtier, Positive Resource gained an Ethics seat this June after promising the Board's Rules Committee "to build Andrews' adulation of said legacy was based on schmaltz rather than his own observat Though viewed as a phantom by Ethics watchdogs, Andrews portrayed himself as enga 2 years, a fawning Commissioner Dorothy Liu had showered thanks and praise on her E responses credited her with more virtues than she possessed. By reframing this flatten "go along to get along" ethos for proximity to power.



Renne labored like an elephant, and brought forth a mouse. After 6 interviews, she issued a 5-part, 112-page "limited, preliminary rev evidence" and could "offer no conclusions" about tainted contracts

When asked by Supervisor Malia Cohen to showcase his aptitude for managing control how he led his agency to move downtown despite staff concerns. No mention of the 3-Legal Director – and whistleblower – Jane Gelfand (<u>SF Weekly May 22, '13)</u>. Since Ethic whistleblower retaliation claims, Andrews cast a pall over his candidacy by hiding his o <u>Yet. Supervisors Norman Yee, London Breed and Cohen selected Andrews over Hulda 6</u>

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James Madison Freedom of Information Awarc In February 2012, Paul Renne, AusBand of former City Attorney Louise Renne, was appt Gascon. Renne's initial Statement of Economic Interests (SEI) showed millions invested income exceeding \$200,000 from law firms - including the one his wife founded - plus a property that sold for \$2.2 million in October. One year later, Renne's SEI portfolio has b with 82 investments valued between \$1 and \$9 million. This world is far removed from an occasional populist stance, Renne identifies with the few who really know. He ended Ethics meeting by dismissing public criticism of Ethics Director John St. Croix as "all ur way any of us feel who know what you're really doing."

Relevant too is Louise Renne's analysis of the 2012 SF Housing Authority (SFHA) whist alleged contract-rigging, harassment and retaliation. After protesting mismanagement, Tim Larsen, Roger Crawford and Bill Ford were laid off. Two of them sued. In November commissioned by the SFHA to conduct an "independent investigation" as part of a 2-ye Legal Services" for up to \$195,000 yearly. According to the SFHA, as of late May 2013, I totaling \$174,560. For this payout, Renne labored like an elephant, and brought forth a r interviews, she issued a 5-part, 112-page "limited, preliminary review" that "did not find conclusions" about tainted contracts. How much would a full, final review cost? In cont Budget Analyst cost \$162,000 and found that contracts "were handled so poorly as to g favoritism." Renne also chose to "express no opinion about...unlawful discrimination, har Just like Ethics investigations, hers found "insufficient evidence of retaliation." Instead, and unprofessional conduct" and a single instance of "discriminatory conduct" by form Having been black-balled by Louise Renne, the SFHA whistleblowers bypassed Commis took their retaliation claims directly to Superior Court.

Priorities also serve as deterrents. Initially, Ethics handled complaints on a first-come, f Whistleblowers had a chance, even though campaign finances garnered more attention ever-increasing mandates. That's why its resources steadily grew, from an operational 1 staffers in 1994, to \$2.45 million and 18 positions in 2013. But all along, Ethics lamente Under-resourcing was nettlesome between 2003 and 2008 when Ben Rosenfield was th 2008, Rosenfield was appointed Controller and promptly cut 41% from his Whistleblowi Commissioners had lobbied for more funds, to no avail. It took a 2004-05 Civil Grand JL Ethics Commission Budgeting and Staffing Issues, to wrangle an extra \$326,000 from F whistleblower cases were being buried. When whistleblowers arose among their staff, J Mabel Ng and St. Croix took it as insubordination. Fortunately, the Society of Profession of Information awards to Ethics whistleblowers: Joe Lynn in 2003, then Oliver Luby and

Potential whistleblowers had gotten the message: stay away from Ethics.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Aware "dismissing" complaints, ifes uiting in a stor white the biower ketaliated

The City Charter requires that Ethics forward to the City and District Attorneys complaints that appear to show a violation of Ethics laws. Similarly, Ethics can't even is letters of advice without vetting by the DA and City Attorney. We can infer why whistleb complaints are doomed by looking at the legal machinations that undermine Sunshine complaints.

In a 3/18/11 *Bay Citizen* story, Ethics Executive Director John St. Croix admitted that 14 Sunshine complaints "were dismissed based on advice from the City Attorney's Office..." Attorney has a duty to defend City officials. Since Sunshine complaints are all directed complainants find themselves opposed by City Attorneys who coach Ethics staff. Fortu require the Director to send; "a monthly summary to the Commission of each complain reason for dismissal." Unfortunately, the Director and City Attorney calculate how little t information shall comply with the confidentiality provisions of the Charter." Blunders an disguised in confidential summaries — especially bungled whistleblower investigations oversight is illusory. A July 2006 Staff Report revealed that Commissioners rubber-star dismissals. In September 2006, the Commission agreed to forego monthly reviews, and St. Croix's dismissals. In 2011, a Commissioner confided to the Grand Jury that, "the Cc Executive Director in his decision to dismiss a case." Like Sunshine complaints, Whistle City officials. That's why they're always dismissed. In government misconduct cases, E City Attorney's wangling.

Ethics Executive Director John St. Croix admitted that 14 of 27 Sun dismissed based on advice from the City Attorney's Office..." The Ci to defend City officials. Since Sunshine complaints are all directed complainants find themselves opposed by City Attorneys who coac

Ethics referrals to the District Attorney's Office offer little hope for whistleblowers. Our Department of public Health contracts sat in the DA's Office for 9 months. After we con interrogated former Health Director Mitch Katz, then referred our case back to Ethics. A Office wouldn't release any information about its findings. *CitiReport's* 3/8/12 article; *Gushine Referrals* described similar disregard with seven Sunshine complaints that Eth 2009 through 2011. In each case, Ethics had asked the DA "whether your office will purs requires a response "in writing" within 10 days. Neither the DA nor Ethics could provide Apparently, Ethics referrals to the DA are also D.O.A. – whenever citizens find fault with

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James Madison Freedom of Information Award unan a.r.a. winen we aanen L.GOEMMARDIN Parter Die Miger van namen ister under hurster SF Staff Report adds that "since 2011 staff has conducted a much more extensive prelir. system - to ensure that only credible formal complaints are "brought forward." However, "the last year or so" (9/12/11 to 9/24/12) still showed a 74% dismissal rate.

Our Ethics Regulations state that the Director "may dismiss the complaint if the allegati action." Most complaints – including retaliation complaints – are euthanized under this Implementing L.A.'s "much more extensive preliminary review" - prior to investigations because fewer complaints will be investigated, and only investigated cases are publicly complaints be buried? There's no provision for discarding complaints, though it's been a 45 complaints in 2004, St. Croix tossed an undisclosed number of "non-viable" cases. T portrayed the maneuver as "closing investigations that are unlikely to be resolved."

Occasionally, the Director opens a "formal investigation." This route usually ends in disr "not probable cause to believe" that any violation occurred. Then, the dismissal recomm Commissioners. Before 2011, dismissals were automatically endorsed - unless two Co Session review. After the Grand Jury's lashing report, Ethics lowered the review thresho request. Alarmed by an "abdication of oversight responsibilities," the Jury also urged Co investigations recommended for dismissal." They refused. By staying a course that null devolved from favoring respondents, to suppressing complainants, to abetting reprisals

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who DpH wrongdoing. Contact: DerekOnVanNess@aol.com

October 2013

ETHICS COMMISSION TO WHISTLEBLOWI



he City Charter directs the Ethics Commission (EC) to investigate Whistleblowe 1995, all have been Dead On Arrival. Diagnosing why they are dismissed is ham however, the notion that 100% are invalid is implausible. Like others, our retalia dismissed, and then validated in litigation, resulting in a \$750,000 settlement and manc Rights for Laguna Honda Hospital executives. Most likely, Ethics rejects Whistleblower automatically or intentionally. We can infer how it's done by dissecting other complaint



Such was the "culture of failure" described by the late Joe Lynn, a 5 who then served as Commissioner from 2003-2006 ... Lynn begins

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WESTSIDE

James Madison Freedom of Information Awar(time, we had less statt and there were followings a were convicted of illegal diversion of \$150,000 in public funds, Luby was forced out of I article; Ethics Case Study in Scandal: City College Money Laundering details the cover-t

Another way to bury complaints is to copy them to those accused. That's how Ethics ha 1995 until perhaps mid-2008. In a July 2006 memo, St. Croix admitted: "Prior to a few y was filed, staff would send a copy of the complaint to the Respondent." Two years later officially halted when the Board of Supervisors amended the Whistleblower Protection disclosures of source identities. Until then, as CitiReport editor Larry Bush told the Boar who blew the whistle... immediately had their name turned over to their Department by Historically, 43% of all Ethics complaints were referred back to implicated departments Civil Service Commission and Human Resources. Nowadays, the numbers are withheld considered dismissed. And, if Ethics doesn't investigate them, their outcomes aren't sei Summaries. Such invisible, untracked referrals multiply opportunities for white-washes

A sure-fire way to neutralize retaliation complaints is to refer them to Human Resource Supervisors drafted the Expanded Protections for Whistleblowers Ordinance in 2002, it follows; "The Ethics Commission may refer matters to the Department of Human Resol concerning reinstatement, restitution and discipline." Ominously, those crucial last 5 wc Ordinance 29-02 passed. Instead of an independent Ethics review, cases are slipped to managerial reprisals:

Inept investigations cannot substantiate wrongdoing, so complaints get dismissed by failure" described by the late Joe Lynn, a 5-year Ethics Officer who then served as Comi an August 2007 Fog City Journal series titled; They're Back – Ethics Resumes Meltdow "overpowering evidence of professional incompetence" among senior staff, and ends w who "get spoon-fed by staff." Complaint denials resulted from staff's lack of investigative training offers, salaries that didn't draw good investigators, and a City Hall that was OK Guardian piece, Watchdog Calls for Major Reform of Ethics Commission, Lynn saw no i changed. Without capable sleuths, reporting retaliation is futile.

Sham investigations also ensure dismissals. For example, willful violations of the Sunsi the Sunshine Ordinance Task Force (SOTF) to Ethics for enforcement. These have been when St. Croix was hired. In a 5/7/09 Fog City Journal expose, Ethics Commission Airs' announced, "We now understand why the Ethics Commission has dismissed each of th provides a video wherein St. Croix admits to ignoring complainants during investigation exculpatory information that's involved in talking to complainants...it's generally the res information..." Interviews were reserved for accused officials and City Attorneys represe

SOTF members and their audio-taped Hearings were disregarded. Warranted investigat



James Madison Freedom of Information Award shrewder, more detailed and appointed analysis? Alarmed by briading denials of 18%

complaints, the 2010-11 Civil Grand Jury investigated. In San Francisco's Ethics Commi Watchdog, it reported; "The Ethics Commissioners have relinquished their authority to t concerning his recommendations for dismissal." Notoriously, Ethics dismissed 33 of 34 October 2004 and October 2012, a record exceeded only by the 100% denial of retaliativ

Next month, we'll examine other ways whistleblower complaints are dismissed by Ethic and District Attorneys.

Dr. Maria Rivero and Dr. Derek Kerr, as senior physicians at Laguna Honda Hospital expos Contact: DerekOnVanNess@aol.com

September 2013

WHISTLEBLOWERS

By Dr. Maria Rivero & Dr. Derek Kerr

The First American Whistleblow



n July 30, 1778, while at war against imperial Tyranny, the Continental Congress empowered whistleblowers to protect the new Republic; "Resolved, That it is the duty of all persons in the service of the United States, as well as all other the inhabitants thereof, to give the earliest information to Congress or other proper authority of any misconduct, frauds or misdemeanors committed by any officers or persons in the service of these states, which may come to their knowledge."

The genesis of our first Whistleblower Protection Act was a Revolutionary War battle in Rhode Island, aboard the US Navy warship Warren. There, ten whistleblowers – Navy

and Marine officers – planned to expose the incompetence, misconduct and war crime Commodore Esek Hopkins. Their mission was as perilous as Hopkins was formidable.⁴ occupation, the Continental Congress had recruited Hopkins to relieve General George trouble and vexation" of unruly naval crews. Owner of a large merchant fleet, Hopkins h privateering during the French and Indian War. His brother Stephen governed Rhode Isla

of Independence. His son John was captain of the Warren. His flagship flew his person 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



DONT TR

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On February 19, 1777, just seven months after the Declaration of Independence, the ter Whistleblower Complaint: "We are ready to hazard everything that is dearest, and if nec the welfare of our country...We are personally well acquainted with the real character ar commodore Hopkins...we (are)... sincerely and humbly petitioning the honorable Marine enquire into his character and conduct for we suppose...he has been guilty of such crim the publick department he now occupies..." Marine Captain John Grannis was picked to petition from Rhode Island to Congress in Philadelphia.

At the time, there was no First Amendment to uphold freedom of speech. Whistleblowe country at war, insubordination was threatening. Yet, complainant Grannis was treated interviewed, not arrested. A Congressional investigation was conducted without secred

"Have you a personal Acquaintance with Esek Hopkins, Esq?"

A:"Yes, I have had a personal Acquaintance with him since I came on board the Ship."

-Q: "Did you ever hear him say any Thing disrespectful of the Congress of the United State

A:"I have heard him at different Times...speak disrespectfully of the Congress...that they who did not understand their Business...that they were a Parcel of Lawyers Clerks, that the Country would be ruined..."

Q:"Do you know any Thing about his Treatment of Prisoners?"

A:"I was on board the Frigate Providence when...Twenty Prisoners...were...asked...wheth They answered No....Orders from the Commodore (were) to put them in Irons, to keep t some prisoners...were forced to do Ship's Duty by Commodore Hopkins Orders, and he when a Cartel was settled and other prisoners were exchanged, but don't know that it w assigned for not exchanging them was, that he wanted to have them enlist on board thi

Q:"Commodore Hopkins is charged with being a Hindrance to the proper Manning of the you know relative to this Charge?"

A:"I think him unfit for command...his Conversation is at Times so wild and orders so un thought he was not in his senses...it is generally feared that his Commands would be se the foolishiv foolishiv for the Character that Commodere Honkins bore was a great. Hindrance 2020 Westside San Francisco Media. No portion of the articles or artwork may be



James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter suspended from his command in the American Navy."

Outraged by the "unjust and false complaints" filed by his subordinates, Hopkins retalia petition's "prime mover," a Lieutenant Marven, an associate of Thomas Paine, who hims leaking that France was supporting the Revolution. Interrogated by both Hopkins, fathe guilty of signing "scurrilous papers against his Commander-in-Chief." Expelled from the first casualty in a 235-year epidemic of retaliatory firings. Still thirsting for revenge, upo January 1778, Hopkins sued all ten whistleblowers for "criminal libel," demanding 10,00 Marven and midshipman Shaw were jailed without means for legal representation. The intervention of Congress" after being "arrested for doing what they then believed and st duty." Their appeal was read before Congress on July 23rd and another investigation er

On July 30, 1778, the Continental Congress passed America's first Whistleblower Prote Founding Fathers in Congress understood the dangers of retaliation, and criminalizing wartime budget crisis, and National Security concerns, they noted that the whistleblowi service of the United States." Therefore, Congress "Resolved, That the reasonable expe be defrayed by the United States." Further, the whistleblowers were furnished, without h personnel file, and all records of "the proceedings of Congress upon the complaint of th Hopkins, Esq." Armed with funds for attorneys and depositions, plus investigative files i President John Hancock and others," they were vindicated by a Jury. Hopkins was orde 1779, Congress disbursed \$1,418 for the whistleblowers' legal fees, "to be paid to Mr. S granted his Navy pension, despite his court-martial for being a detractor. A decade late Speech" and the "Right to Petition" would protect the people, the Founders enshrined th Amendment of our Constitution.

Acknowledgement: Research by Stephen M. Kohn, Esq., Director of the National Whistleb (www.whistleblowers.org) inspired this article. see: whistleblowers.org/index.php?optior id=1251

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

July-August 2013

THE ETHICS COMMISSION

By Dr. Maria Rivero and Dr. Derek Kerr

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whistleblowers are desaparecidos and the retaliation rate is always zero. The failure to enforce the Whistleblower Ordinance makes it meaningless. It also makes it deceptive — a trap for trusting tipsters. Worse, non-enforcement forces whistleblowers to sue the City.

The roots of deception reach back to 1993 when the EC was sold to voters as a means to clean up our City government, but its architects inserted controls to protect the interests of politicians, lobbyists and City officials. For example, the original "Regulations for Investigations and Enforcement" restrained the Executive Dire prosecutions. Instead of receiving designated funding, Ethics must plead with City Hall Commissioners are appointed by the Mayor, Board of Supervisors, District and City Attc Assessor. Fawning candidates prevail. In April 2011, the Board had to fill the EC seat th general public." Dorothy Liu, an employment attorney with a large firm that represents C appointment by promising; "I would respect the integrity of the Board, for certain. I wou all of you about issues that need to be addressed." Predictably, complaints that touch o Commissioners and approve its budget go nowhere.

The failure to enforce the Whistleblower Ordinance makes it meani deceptive — a trap for trusting tipsters. Worse, non-enforcement for sue the City."

In a world of complainants and respondents, Ethics empathizes with the latter. Goal #3 "Protecting the privacy rights of those accused of ethics violations..." There's no goal to service. At an April 2005 meeting, Executive Director John St. Croix emphasized; "confile because investigations and enforcement matters impact the lives and livelihoods of relauds the City Attorney, whose duty is to defend City officials, as the "higher authority" in Citizens who criticize his habitual dismissal of ethics complaints are labeled "believers Ethics adjudicated a Sunshine complaint against St. Croix in October 2012, citizens was conflicts of interests. Unaware that bias is ubiquitous and often sub-conscious, Commicity Attorney's appointee, claimed immunity because; "we act with regard to City official situation is sensitive." Studley explained that she examines both sides of any issue, and Attorney says so - and "as long as...we feel that we have an open mind." This responder whistleblower claims. That's one reason retaliation persists.

Building upon respondent bias, Ethics has rendered whistleblowers, and retaliation, invi around 2004 when the Whistleblower Hotline was transferred to the Controller's Office, 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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The opacity spread even farther, in defiance of Article IV that requires Ethics to annually complaints received", (b)" the type of conduct complained about", and (c) "the number the number of referrals to other agencies disappeared, though they had amounted to al as a "type of conduct" had been quashed. By 2005, Annual Reports deleted the count o still appeared in the Director's Monthly Reports until August 2011, when the number of by the sum of pending investigations.

Once invisible, whistleblower retaliation complaints are easily buried. Rarely has Ethics don't add up. Meeting minutes for December 2001 show that 7 whistleblower retaliation reviewed since June 1995. That's about one a year. Ten years later, in September 2011, CGOBOC (the oversight body for the Controller's Whistleblower Program) that Ethics ha 16 years we've been in business." Again, one a year. He added, "When investigated, sorr Others could not be proven." In other words, all were rejected. It's intriguing, however, th investigations listed in Ethics "Enforcement Summaries" between October 2004 and Ag retaliation. That's just 2 in 8.5 years – a lot less than one-a-year as St. Croix implied. Wi

Clues rolled in after we protested the City's failure to monitor whistleblower retaliation to report outcomes of retaliation cases to the Controller's Whistleblower Program. Sudi upward. The Whistleblower Program's 2011-12 Annual Report shows that Ethics review months. None were sustained. Amazingly, however, Ethics was now reporting 2 retaliat of one per year. No explanation for this startling 20-fold increase – despite our inquiries investigated and noted in Ethics Enforcement Summaries for 2011-12. The other 16 we review."

At the November 2012 CGOBOC meeting, Rebecca Rhine strained to downplay this sure being;"...retaliation for any number of other activities, but not claims of retaliation for be EC's jurisdiction covers whistleblower retaliation complaints, and since the 17 retaliatio Whistleblower Program, why would they be anything other than whistleblower claims? I as adverse employment actions for engaging in legally protected activities – most of w about misconduct. The spike in retaliation claims, and their relentless dismissals, must

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June 2013

Oversight Disregarded

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Since 2004, CGOBOC has struggled to keep up with to slew 6 palists. No reports about City services, plus those from Bond Projects. Still, they stuck to quarterly meetings, squeezing in an extra one yearly to plough through the work. Only after an August 2011 scolding by civic activist Nancy Wuerfel did they vote for 6 meetings annually.



Lapses in oversight of the Whistleblower Program came to light during May 2010 meditips, and retaliation, related to Laguna Honda's Patient Gift Fund scandal. So in July 20 3-member "Standing Committee on Audit Review" to better oversee the Whistleblower I the 2010-11 Civil Grand Jury report; Whistling in the Dark – the San Francisco Whistlebl dawdling 7 years before getting it organized. The Grand Jury characterized their oversic was dependent upon the agency it monitored, then concluded; "Clearly, CGOBOC is not Further, it can be a stepping-stone to political office. Political ambitions can skew overs campaigned for Supervisor while serving the Committee.

In the past 6 months, taxpayers forfeited over \$1.76 million to sett retaliation lawsuits. Why pay, when we have a Whistleblower Progr Protection Ordinance, and an Ethics Commission that dismisses ev complaint?"

Disinterest in whistle-blowing also impaired the Committee's oversight. This is apparen Reports. In the five Reports between 2003 and 2007, their role with the SFWP is covere 2007, they forgot to assign a liaison to work with the program. The Annual Reports fron work with the SFWP in one short paragraph, amounting to 2% of the text. Meeting minu In the 8 years between July 2004 and June 2012, it met 36 times. Ten of those meeting SFWP Director. But in only 3 did Committee members make comments worthy of enter discussions came after we criticized the Whistleblower Program.

Like Yin and Yang, CGOBOC's disregard of the Whistleblower Program dove-tailed with information from it. A tolerance for data-hoarding is most obvious in a 3-year period free Committee accepted just two formal presentations by SFWP Directors. Without explant SFWP cut public reports from two to one a year in 2009, thereby reducing oversight opperate show of engagement in January 2009, Committee member Robert Muscat challe SFWP Annual Report, compared to "...all the kinds of activities in the City worthy of reperiod for the committee then ordered a "more comprehensive and substantive list of complaints – ϵ



James Madison Freedom of Information Awarg Society of Professional Journalists, NorCal Chapter

In his July 2011 response to the Grand Jury, Controller Ben Rosenfield wrote: "an officia Audit Review Board…regularly receives updates and provides feedback on overall program's policies and procedures, and provides feedback to program staff on individu of this recorded in Committee minutes or Annual Reports? Notably, Rosenfield's claim (announcement by then-Chair, Abraham Simmons: "As you know, the Liaison has never t the Program itself. This is the first time we undertook to do that."

In her October 2011 reply to the Grand Jury, past-Chair Thea Selby defended the Comm discussed the Whistleblower Program at over half the meetings I have attended in the I Selby had been a member since July 2009 - for 2 years and 3 months – not one and a h during her first year show just one item about the Whistleblower Program – in July 201 subcommittee to facilitate review of whistleblower complaints." That decision came af Laguna Honda's Gift Fund abuse. Subsequently, every discussion about the SFWP was media coverage, or Grand Jury criticisms.

CGOBOC members have generally been open to public comments, but hesitant to act, e 2002, the Committee has amassed \$1,080,865 to audit bond expenditures. This pile of years, according to its 2011-12 Annual Report. No independent auditors were hired. Sin were asked to assess the Whistleblower Program, although there are ways to get pro bi Bylaws allow for a "Special Subcommittee" composed of: "members of the Committee years, no public experts have been recruited.

The Charter empowers the Committee to "recommend departments in need of compreeven recommended a whistleblower satisfaction survey. In the past 6 months, taxpayer settle 3 whistleblower retaliation lawsuits. Why pay, when we have a Whistleblower Pro Protection Ordinance, and an Ethics Commission that dismisses every retaliation comp its mission and recommend an audit.

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May 2013

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WESTSIDE

James Madison Freedom of Information Aware Society of Professional Journalists, NorCal Chapter political interference. Still, oversight succeeds when it is knowledgeable, independent, a service. Surprisingly, oversight of the SF Controller's Whistleblower Program (SFWP) wa General Obligation Bond Oversight Committee (CGOBOC). This happened when Propos authorized the Controller to act as City Services Auditor —and to run the Whistleblower



...these new oversight tasks were bewildering and unwelcome. And training, no budget and no enforcement powers. Although CGOBO(million budget ... this money must be used to audit bonds, not the S Program."

CGOBOC itself had arisen from Proposition F in March 2002 in reaction to Laguna Hone under-scope and over-time replacement bond project. The City wanted independent cit expenses, and to make sure money was spent as voters intended. But these bond-relat from City services and whistleblowers. Nevertheless, the Charter amendment had CGO independent Citizens' Audit Review Board to advise the Controller/City Services Auditor in need of comprehensive audit; and (c) review citizen and employee complaints receiv /complaint hotline...and the Controller's disposition of those complaints.

Judging from CGOBOC meeting minutes, these new oversight tasks were bewildering a with no training, no budget and no enforcement powers. Although CGOBOC has amass garnered from 0.1% of bond proceeds, this money must be used to audit bonds, not the While Prop F dictated that the Board of Supervisors would provide "administrative assis all of its aid came from the Controller. For example, its Committee Assistant is the Consecretary. Though CGOBOC can recruit outside experts, the vetting and funding comes of the SFWP is limited to asking questions and hearing public comments.

At the September 2003 CGOBOC meeting, then-Controller Ed Harrington explained how Committee members; "one major difference in work-load between the current bond-rela advisory role to the Controller would be that all reports would be coming from one sour added; "The purpose of an advisory committee is to have civilian oversight without taki the Controller." This jumbling of "oversight" and "advisory" functions allows the Whistle has oversight, while CGOBOC ducks oversight by pointing to its advisory status.

Claiming he was not consulted when CGOBOC was picked to oversee the Whistleblowe explained; "the Board did not want to create another advisory committee, and this Com that the Board wanted." Apparently, the Board wanted "representation" rather than expe members, three are appointed by the Board, three by the Mayor, two by the Controller, a © 2020 Westside San Francisco Media. No portion of the articles or artwork may be

WESTSIDE BSER

James Madison Freedom of Information Awar Compared to CGOBOC's Charter mailed the full still and elvice. Whistleblower Program further limited CGOBOC's oversight, and advice.

Meeting minutes from 2004 through 2012 show CGOBOC members passively receiving Directors. Focused on City bonds, and meeting quarterly for two-year terms, members I the SFWP was withheld. In January 2005, over a year after the passage of Prop C, CGOI to serve as "Liaisons" to the Whistleblower Program. But minutes of the April 2006 mee mechanism was hobbled; "...the City Attorney's Office noted that two members of the C meet with staff of the Whistleblower Program, monitor its progress and report back to 1 Attorney's Office suggests that only one member interface with staff rather than two m Liaison couldn't confer with anyone, other than the SFWP Director, for the next 5 years. presented only one substantive report about the SFWP, in April 2005. CGOBOC's constr meddling lasted until late 2010. That's when the Laguna Honda Gift Fund scandal and t investigation spurred a show of diligence and responsiveness. After we protested the s CGOBOC restored a second Liaison, Regina Callan, in August 2011.

By then it was too late. John Madden had already been sworn in as Controller Rosenfie January 2011. He was immediately hustled to volunteer as the sole Liaison to the SFW unprecedented review of the Whistleblower Program. No one objected to Madden asse Rosenfield. It would have been gauche because CGOBOC's then-Chair Abraham Simmo Supervisor, had publicly endorsed Rosenfield to fill Mayor Newsom's unfinished term. C the City's Assistant Controller in the late 1990s.

So at the April 2011 meeting, Madden reviewed just three investigations, each hand-pic Lediju. Oblivious to selection bias, Madden praised Lediju for her help. He skipped the i Laguna Honda Patient Gift Fund case; "I did look at the Audit Report in that particular c back on it. I did some review." Madden likened whistleblowers to folks who "fink on the retaliation to "putting sand in your sandwich" or being "moved to a smaller cubicle." The no problems with the Controller's Whistleblower Program.

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April 2013



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James Madison Freedom of Information Award Society of Professional Journalists, Norcal Chapter Health Department contracts that eventually recovered \$430,000 fi punted to the Ethics Commission, the City and District Attorneys, tl 26 months, even though the Controller is charged with overseeing

SFWP Manager Steve Flaherty jolted the 11/29/12 meeting of the Citizens' General Obl Committee (CGOBOC), the oversight body for the SFWP; all 18 long-stalled investigation week scramble. For the first time, no complaints were over 6 months old! No reason wa around, just a slew of excuses for past delays. Stone-walling, a common delaying tactic one message-point was emphasized, and echoed by Controller Rosenfield and CGOBOC were not within the control of the Controller's staff." Reality got twisted in this denial of can subpoena records, prod department heads, hire outside investigators, audit depart compliant managers to the Board of Supervisors. Plus, the Controller must have orches those 18 frozen cases.

Buried complaints are predictable because the SFWP outsources most investigations t in the complaint. That was a key finding in the 2010-11 Civil Grand Jury report: "Whistlin Francisco Whistleblower Program". Though the City Charter requires the SFWP to "tracl what really happens: "(A complaint) goes to another department to investigate. The oth Human Resources involved, etc., etc., etc. Sometimes, the departments don't assign the like...but that's the world as it is." Thus spoke John Madden, the Controller's appointee t the Controller's Whistleblower Program.

The SFWP is also required to refer about a dozen tips annually to City agencies that have again, the SFWP avidly ships cases out, seemingly indifferent to the outcomes. Some we lost for years. For example, our tips about tainted Health Department contracts that ever taxpayers were punted to the Ethics Commission, the City and District Attorneys, then be even though the Controller is charged with overseeing City contracts. Further, the Chart concurrently investigate such referred complaints. In practice, the SFWP bars concurrent cut costs, despite abundant voter-approved funding.

Given this tendency to dispatch tips, the energetic unearthing of 18 cold-cases was am two part-time auditors, is part of the Controller's City Services Auditor (CSA) division. B CSA duties because staffing had dropped below the usual 50 full-time jobs. CGOBOC's CSA had just 44 staff when 63 positions were covered by its \$12.5 million budget. Rose the number of staff required to provide a meaningful body of work, rather than spend al it's available," then promised to ramp up hiring. But overall staffing had fallen, while SFV last year - to 344. How did the SFWP close 70% more cases – plus 18 mummified com

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James Madison Freedom of Information Awar or are requires the own to. Bezie by of 9 which is service meets the needs for which it was create perceptions of quality, and the extent a service meets the needs for which it was create City services – except its own Whistleblower Program.

The 2010-11 Grand Jury delivered information that never appeared in SFWP reports, na perceptions of quality. Yet, Controller Rosenfield chided the Jury's "interviewing a small without trying to "randomly sample feedback." Ironically, the SFWP has never sampled : CGOBOC Chair Thea Selby pointedly asked if the SFWP had surveyed any whistleblowe satisfied with the process, if not the outcome." Rosenfield answered; "We have not. Figt challenge – and what to do with the data that is reported back." Well, the Controller's Ct improve performance and customer service. Why won't the SFWP? By shunning whistle Program has become a Procrustean agency, arbitrarily forcing informants to adjust to il

Thwarted by City channels, some employees will seek legal redress. Data from the City shows the City approved nearly \$11 million in payouts for workplace harassment, discr between January 2007 and January 2013. That's about \$1.8 million in taxpayer money due to City Attorney fees, mediation, sick leave, worker's compensation, unemployment rehabilitation, pension payments, training new hires, negative publicity, depressed work distracted customer service. The Whistleblower Program could abate some of these of satisfaction surveys of whistleblowers, and quality reviews of investigations.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi wrongdoing by the Dept. of Public Health. Contact: DerekOnVanNess@aol.com

March 2013



Rewards for Whistleblowers

by Dr. Maria Rivero and Dr. Derek Kerr

"... San Francisco has a paramount interest in protecting the integrity of its government if interest, individuals should be encouraged to report...possible violations of laws, regulation conduct of City officers and employees."

So states the City's Campaign and Governmental Conduct Code. Yet, the SF Controller's (SFWP) discourages whistleblowers.

Whistleblowers are the last line of defense against fraud, waste and corruption. But the including harassment, ostracism, termination, and blacklisting. That's why the governm encourage informants. Realizing that government alone was over-matched by fraudster reivenated the Civil Warera False Claims Act (ECA) expressly to improve rewards for the second seco

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James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter The fraud-driven collapse of the U.S. financial system in 2008 pushed lawmakers to rev

The fraud-driven collapse of the U.S. financial system in 2008 pushed lawmakers to revjust protect them. Accordingly, the 2010 Dodd-Frank Wall Street Reform and Consumer mandatory rewards for securities fraud whistleblowers. The Department of Justice, inte Securities & Exchange Commission (SEC) provide bounties to eligible informants. On 8 "We are seeing high-quality tips that are saving our investigators substantial time and re Office of Special Counsel, the agency charged with protecting federal whistleblowers, g awards to three Air Force whistleblowers, proclaiming: "Whistleblowers are patriots. Th They come forward because they are driven by conscience."

Statistics published by the US Department of Justice show that rewarding informants r the DOJ Civil Fraud Division recovered \$9.03 billion without informants. But recoveries help from whistleblowers. A 2010 econometric study of corporate fraud by the Universi monetary rewards were the key "positive incentive" for employee whistleblowers. Rewa by 23% - without increasing frivolous claims.

While the SFWP rejects whistleblower incentives, other City agencies reward tipsters. T "Real Estate Watchdog Program" offers bounties up to 10% of unpaid property taxes. In a "watchdog" whose tip brought in \$1.07 million. The Department of Public Works has a Graffiti Reward Fund" and publicly gives \$250 to "Good Samaritans" who report taggers may get \$500. Likewise, the Police Department offers \$100,000 for solid leads in homic gun can bring \$1,000. Turning in someone who sounds a false fire alarm nets \$500. The offers \$250 rewards for tips about dog-fight trainers. The Civil Service Commission rew month's salary for "heroic or meritorious conduct." Why not whistleblowers?

Well, the 2010-2011 Civil Grand Jury did recommend "a reward system for validated hig complaints with a \$500 minimum or 10% of funds recovered..." This notion, that public l drawbacks come with rewards, roused a chorus of City Hall naysayers.

Controller Ben Rosenfield rightly asserted that City employees should report wrong-doi most will not, to keep their jobs. Rosenfield warned about a "moral hazard," that employ in order to collect a larger reward. There's no evidence of such scamming by City whist hazard comes from encouraging employees to not blow the whistle by denying incentiv retaliation.

The formal responses to the Grand Jury were gems of bureaucratic resistance: "The Cc believe that rewards will enhance the effectiveness of the program...rewards are not a s practice for local government whistleblower programs." Mayor Lee responded, "the Civi any evidence where other jurisdictions have a reward system and where that reward sy whistleblower program." Nevertheless, since 1992 the Los Angeles County Auditor-Con 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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What went unsaid is that whistleblowers present a threat to unethical officials – and an control systems. That's why the City rewards tips about citizen misconduct - never about Rewarding whistleblowers is taboo in circles where retaliation is more often orchestrate obedient employees are preferred over honest ones. City whistleblowers won't be reward

Fortunately, most whistleblowers aren't driven by monetary rewards. But they do need ϵ The SFWP offers neither, much less incentives. One option is to offer "Public Service Av deliver high-value tips - and who desire such recognition. Such awards would reduce th and show that the Whistleblower Program values those who justify its existence.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital. Th wrongdoing. Contact: DerekOnVanNess@aol.com

February 2013

High-Jacking the Whistleblower Pr

Dr. Maria Rivero and Dr. Derek Kerr

The SF Controller's Whistleblower Program (SFWP) emerged after voters passed Prope Prop C authorized the Controller to function as the City Services Auditor (CSA). In turn, SFWP. Instead, the Whistleblower Program has been high-jacked and crippled.

The CSA grabs two-tenths of one percent of the City's annual budget – about \$12.5 mil amounts to 32% of the Controller's Office budget, and is misleadingly called the "Contro show that since 2005, CSA spent \$567,210 on 21 contracts for staff training and techni Only \$19,360 (3.4%) went to the Whistleblower Program. While the CSA grew from 4 to SFWP Division dwindled from \$312,816 in 2004, to a measly \$139,192 in 2012.



This change re-framed the Program's purpose from rooting out wro and liability. Within this paradigm, whistleblowers bring risk, City o and confidentiality can limit risk by hiding misgovernment and sha

The 2003 voter pamphlet presented Prop C as a good government measure to curb City Proponents' Argument promoted the SFWP to; ", ensure that City government will be rule © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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prior four years.

The turning point was 2008. That year, the SFWP budget was slashed from \$218,010 to there a cash shortage in the Controller's Audit Fund? Nope. Records show that \$12.9 m in 2008-09, compared to \$12 million the year before. And of that \$12.9 million, only \$9.1 \$3.1 million was returned to City departments and the General Fund. So, the SFWP bud \$900,000 boost to the Controller's Audit Fund - with millions to spare. Also in 2008-09, 1 handled by the Program soared from 347 to 465 – a 34% jump. Why did the SFWP lose despite an increased workload?

In March 2008, Mayor Gavin Newsom replaced 17-year veteran Controller Ed Harringtor Willie Brown's Budget Director – Ben Rosenfield. Within three months, the SFWP budge Rosenfield's four years, the SFWP budget collapsed to 48% below the norm in Harringto Rosenfield's spending on CSA contracts rocketed to \$542,835 versus just \$24,375 sper Harrington, the SFWP handled an average of 278 complaints annually compared to 391 sum, during Rosenfield's four years, the SFWP lost 48% of its funding and gained 41% n tax revenues had increased, along with spending on outside contracts. How could this l

One reason is that Prop C gave the Controller carte blanche to neuter the SFWP under t lax oversight. Oversight of the SFWP was assigned to the Citizens' General Obligation E (CGOBOC). But CGOBOC was given no budget and no enforcement powers over the SF' is dependent upon the Controller's Office for information, funds and staff. As the 2010-: "CGOBOC depends exclusively on selected information prepared by the Controller and t – the very department that it is charged with overseeing."

When CGOBOC met in April 2009, newly-appointed SFWP Director Tonia Lediju annount mentioning the 41% budget cut then imposed. Deceptively, the CSA's 2009-10 Work Pla SFWP. But records show that only \$133,707 – less than half - was actually spent. "Reva SFWP's allocation.

In December 2010, the SFWP quietly revised its original 2005 Policy & Procedure Manu 2005, a dozen pages were devoted to engaging and responding to whistleblowers. By 2 approach had expired. Instead, the focus shifted to managing complaints, staff develop processes. Both Manuals use "Complaint Flow Charts" to show how tips are processed different. The 2005 version placed the whistleblower at the center of the chart. By 2010 only removed from the center, but off the chart entirely!

The 2010 Manual adopted a corporate tone. A self-promoting Mission/Vision/Values si We focus on our customers' needs. There is even a set of "strategic planks" like Market Mission and Engaging the Public. Apart from the fact that the SFWP does not engage if 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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Society of Professional Journalists, NorCal Chapter Since 2008, the SFWP has been sapped and rendered into a clearinghouse for "risks." B the SFWP side steps looting, self-dealing and retaliation.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whe DPH wrongdoing. Contact: DerekOnVanNess@aol.com

December 2012

Veiled in Secrecy – The Whistleblower

By Dr. Maria Rivero and Dr. Derek Kerr

Between 2004 and 2009, the SF Controller's Whistleblower Program (SFWP) issued put Though brief, they gave examples of investigated complaints, substantiated or not. Rea complaints were not substantiated. Starting in 2006, investigated City departments wei involving Commissioners, CEOs and even Supervisors were noted. Whistleblowers were and encouraged to identify themselves. SFWP staff would "ask follow-up questions and investigations." By 2008, 57% of tipsters were providing contact information. There was



State Senator Leland Yee asserts that whistleblower complaints ar "swept under the rug." Yee proposed Senate Bill 1336 in February 2 of substantiated complaints, the action taken, and the outcomes of allegations. Since then, SB 1336 has been eroded in committee an auditors and Unions, among others. The clause requiring disclosur complaints was the first casualty. Disclosure of unsubstantiated co remains discretionary State-wide, and unobtainable in San Francis

Something changed in 2009. Public reports were cut from two to one a year, and loaded "confidentiality." Names of implicated City departments were replaced by generic terms department manager." Such generalizations can hide mismanagement in a City with so employees. "Unsubstantiated" case reports were deleted, though they outnumbered su may have harbored scandals. For the first time, the SFWP disclosed that it had "facilitat all complaints. But the number of investigations independently conducted by the SFWP.

Right after Ben Rosenfield became Controller, the 2008-09 budget for SFWP salaries, be surreptitiously cut by 41%. At an April 2009 meeting, the newly-appointed SFWP Directo Whistleblower Program is being revamped." Nothing more was disclosed. Likewise, and

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James Madison Freedom of Information Award for SFWP Manager Steve Fiaherfy 16/2016-2017 striker budger Barely covered on ermilish benefits. Fiscal starving could explain the cloddish customer service, why investigation City departments, and why most complaints were "unsubstantiated."

The secrecy of the SFWP, and the alienation of its informants, were unveiled in a May 2 "San Francisco Whistleblower Program Comes Under Fire"; and the July 2011 Civil Grar Dark – The San Francisco Whistleblower Program."

In September 2011, Sunshine activist Mel Shapiro won a Superior Court ruling that San "must disclose any report of an investigation that has been substantiated." These even its 2010-2011 Annual Report on 11/22/11. Finally, all substantiated complaints were re implicated City departments were not. Quarterly reports were issued and a FAQ section previous practice, anonymous rather than identified tips were encouraged. Anonymity c follow-up contact, and lower the odds of full investigations. The number of anonymous Nothing about the 43% of complaints deemed "unsubstantiated" was disclosed.

This level of secrecy exceeds the confidentiality granted to Whistleblower Hot-Lines by While the identities of whistleblowers, witnesses and subjects are protected, State law report of an investigation that has been substantiated, or to release any findings resulti investigation that are deemed necessary to serve the interests of the public." Since 200 public interest in knowing why so many complaints are unsubstantiated. In comparisor Whistleblower Program" does a better job. There, the Board of Supervisors gets twice-y complaint received – including unsubstantiated ones – along with investigative finding

State Senator Leland Yee asserts that whistleblower complaints are often settled and " proposed Senate Bill 1336 in February 2012 to identify subjects of substantiated comp outcomes of unsubstantiated allegations. Since then, SB 1336 has been eroded in com auditors and Unions, among others. The clause requiring disclosure of unsubstantiatec casualty. Disclosure of unsubstantiated complaint findings remains discretionary State Francisco.

By October 2007, the SFWP had partnered with the City's Customer Service Center and 311. The sixty call-takers at the 311 Service Center receive over 7,000 calls daily. Thoug forward whistleblower tips to the SFWP website, they also forward minor complaints al After the transition to 311, the average number of SFWP complaints zoomed from 263 increase. Was this dramatic rise due to service complaints or whistleblower tips?

Since 2009, the SFWP has masked complaints coming from the 311 Service Center by whistleblowers log directly onto the SFWP website. Importantly, the number of citizen s employee whistleblower tips, is no longer reported. To preserve its focus and to inform © 2020 Westside San Francisco Media. No portion of the articles or artwork may be



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Retaliation

By Dr. Maria Rivero and Dr. Derek Kerr

In 2012, the Association of Certified Fraud Examiners issued a *"Report to the Nations of Abuse."* They found that 5% of a typical organization's revenue is lost to fraud. Governm rating second among 23 industries surveyed. Whistleblowers catch three times as man detection. Most whistleblowers are employees.

Meanwhile, the Government Accountability Project, an advocacy group providing legal (35 years warns:

"You will surely suffer some level of harassment or retribution for blowing the whistle b instinctively tend to eliminate anything perceived as a threat. Academic studies confirm whistleblowers report subsequent retaliation."



You will surely suffer some level of harassment or retribution for bl because bureaucracies instinctively tend to eliminate anything per Academic studies confirm that more than 90% of whistleblowers re retaliation."

Other surveys in various settings show retaliation rates between 22% and 38%, but explicit increased despite laws prohibiting them. Studies show that retaliation is more likely whistles losses over \$100,000 and when the misconduct is routine. Although San France Governmental Conduct Code includes "Protection of Whistleblowers," City whistleblow punished in practice.

On 7/24/2012 the City agreed to pay over \$1 million to settle two whistleblower retaliat May 2012 Westside Observer, 911 Call-Center supervisor Maura Moylan, and dispatche supervisory misconduct within the Department of Emergency Services in 2009. Reprise Unaware of the City's Whistleblower Program (SFWP), they consulted a lawyer. They su 2010 (Case # C10-04700-TEH). The City Attorney fought them every step of the way. Al awarded them \$262,000 for retaliation and harassment. The post-verdict settlement, in \$762,000. Not included is the cost of City Attorney hours in this 2-year legal battle.

Similarly, Recreation & Parks Ranger Michael Horan received \$250,000 for the retaliatio Matt Smith's 7/19/12 article in The Bay Citizen, Horan had exposed favoritism and over 2020 Westside San Francisco Media. No portion of the articles of artwork may be 2020 Westside San Francisco Media. No portion of the articles of artwork may be

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James Madison Freedom of Information Awarc retaliation were treated as a high priority Proventinous field and reviewed 7 retaliation complaints over 6.5 years. As of July 2012, Ethics has dismiwhistleblower retaliation claims it received.

Retaliation, a primitive form of damage control, is directed at whistleblowers by their bc most complaints right back to the department named in the complaint. Until May 2012, track retaliation complaints. Instead, the SFWP washed its hands of retaliation by maki Ethics Commission. While monitoring retaliation would help, "reported cases of retaliat actual reprisals" says Mat Stephenson, partner in the Employment Law firm of Kochan retaliation pushes most informants to give up and move on without protesting. Therefo consider retaliation "cost-effective" according to Stephenson. The few who seek redres "disgruntled." Until they sue. Although potential costs for the City are significant, the Co conduct a whistleblower retaliation survey.

Exposing wrongdoing and retaliation by a City department often points to systemic fail Wrongdoing may be entrenched in the work-place culture, or serve a hidden political ag that tackle such problems threaten powerful entities and become vulnerable to retaliati smears, bullying, funding cuts, staffing changes, or having their mandate clipped. In oth like whistleblowers. The Board of Supervisors' purge of the City's Sunshine Task Force addressing misgovernment can be. However, Programs have ways to dodge political re

Setting up a sham Whistleblower Program avoids the risks of exposing corruption. Faki informants so they don't air complaints publicly. The 2011 Civil Grand Jury alluded to si investigation of the SFWP: "A poor or mediocre Whistleblower Program — one that seer is perhaps worse than none at all." It's noteworthy that in the four fiscal years between annual budget for the SFWP was \$256,300. In the 4 years from 2008 to 2012, under Col average annual budget plunged to \$134,079, a 48% drop. That's enough to prop up a fai notch Program.

Colluding with other City agencies to dismiss whistleblower claims also reduces the ris Both the Controller's Whistleblower Program and the Ethics Commission refer serious The City Attorney has dual loyalties — and a conflict of interests. Along with reviewing a wrongdoing, the City Attorney has a duty to defend City officials accused of misconduc "ethical walls," the likelihood of mutual back-scratching is high. Instead of protecting w is the main adversary, the reason retaliation persists.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital whi DPW wrongdoing. Contact: <u>Derek Kerr</u>

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James Madison Freedom of Information Awar Society of Professional Journalists, NorCal Chapter "From a policy perspective, there are several issues. Most glaringly, once a complaint is that point forward, essentially shut out of the entire process and left to navigate a "blac the investigation is denied."



Other Whistleblower Programs are more open about the work they Oakland Fraud, Waste and Abuse Prevention Hotline "independentl investigations." The Los Angeles Program claims it investigates 36 independently. In San Francisco, the percent may be too small to m

City whistleblowers should know that most complaints to the Controller's Whistleblowe back to involved departments for investigation. The SFWP has masked the number of s complaints were "investigated or referred for investigation." However, the 2010-2011 Ci "majority of the investigations were performed by the departments listed in the compla Whistleblower Program investigators." Belatedly on 11/22/11, the SFWP admitted to a 'referred – without giving the number. The Jury concluded; "The investigation of whistle independent when performed by the targeted agency or department."

Other Whistleblower Programs are more open about the work they do. For example, the Abuse Prevention Hotline "independently conducted 34% of the investigations." The Loi investigates 36% of complaints independently. In San Francisco, the percent may be to:

Referring investigations to departments is reasonable for minor complaints. Indeed, me SFWP are gripes about City services. SFWP reports from 2006 and 2007 show that barwere true whistleblower reports about fraud, waste and abuse of City resources. The Cijust 36% were true whistleblower tips in 2009 and 2010. Nevertheless, some of the moiback to the targeted departments. In fact, even "Medium-Risk" complaints involving sur and/or mid-level managers were sent back to the named department. The SFWP asser: leverages investigative resources, and that they oversee results. But conflicts of interes departments probe their own misconduct.

It was the Civil Grand Jury that revealed the Department of Public Health received the n complaints. Since 2009, the SFWP ceased naming implicated departments, perhaps his mismanagement. Had the SFWP conducted a Best-Practices survey, it would know that identifies each department in a substantiated complaint. Further, when the LA Program targeted department the outcomes are recorded as "Substantiated" or "Not Substantiat every department. The public has a right to know these department-specific findings.

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Conversely, records requests by whistleblowers whose complaint investigations are "cldenied because, "Whistleblower Program practices do not permit a complainant to wai for the disclosure of investigation work-product." The SFWP has also refused to return submitted in support of their complaint. The reason given is "to protect whistleblowers inaction and lost-records may be disguised as "work-product." Further, the SFWB has re Performance Audits, since the City's Director of Audits, Tonia Lediju, also runs the Whis

Leaks in the investigative pipeline are likely to spring up during the Preliminary Review.

That's when the SFWP screens tips for jurisdiction, "risk of loss to the City," and level of five days, informants supposedly receive an acknowledgement from the SFWP. But whe misappropriations from the Laguna Honda Hospital Patient Gift Fund in March 2010, it response – and then only because we followed-up. We were told that the SFWP was st What kind of discussions – and with whom – would take three weeks? Even with "High SFWP review process may include contacting the Director of the implicated department "Medium-Risk" complaints loop back to the involved department, informants should be retaliation. But that doesn't happen.

The SFWP has yet to conduct a Best Practices Survey. The Government Accountability (www.whistleblower.org), a national whistleblower advocacy group, compiled a set of it standard is a "Credible Corrective Action Process." This principle allows whistleblowers that merited an investigation, and on whether there has been a good-faith resolution. W most knowledgeable and concerned witnesses. The failure of the SFWP to engage its i investigations. Whistleblowers should not be silenced in the resolution of the alleged m careers to challenge.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com

July-Aug 2012

Can We Trust the Controller's Whistleblov

Whistleblower Programs need solid tips from insiders who confront wrong-doing. are the belief that nothing will be done, and the fear of retaliation. Trust is essentia 2020 Westside San Francisco Media. No portion of the articles or artwork may be without expressed consent.



James Madison Freedom of Information Award

seized. The searce was weeding of Professional-Asurnalists, North other high-profile whistleblower cases, it was invisible in the SFWP annual report. Hernandez-Bran explained:

"I reported the Chief Probation Officer for collusion and corruption, and I was laid off as a result. But not before being harassed and investigated... There are so many cases of City employees who

have filed whistleblower complaints and then were targeted for layoffs. No one trusts this protects officials first, then acts against the informant."

Another half-a-dozen cases of retaliation were described in the July 2011 Civil Grand Ju – The San Francisco Whistleblower Program." Controller Ben Rosenfield was not move retaliation surveys – or even satisfaction surveys – have been conducted, though the (auditors and analysts.

SFWP revised its 2010-2011 annual report and showed that only 1 were substantiated. During this period, the Los Angeles program si complaints, while San Diego sustained 33%. Notably, both program greater share of complaints; 72% for LA and 100% for San Diego, c

Short of conducting a survey, whistleblower trust can be estimated from the number of City employees. The SFWP withholds this information. However, Oakland's Fraud, Wast Program reported that in 2011, "City employees generated 44% of the reports...the first from the public exceeded those tips from employees." A decline in employee tips shoul the SFWP has a reason to overlook employee participation.

Over the past three years, complaints to the SFWP fell from 465 to 386 to 365, a 22% dr only 252 complaints came in. At this rate the fiscal year could end with another signific complaints are falling, too. This steady decline in participation has yet to be addressed

A trustworthy program that focuses on serious wrongdoing will attract serious tips. Frc to do that. True whistleblower tips, about fraud, waste and abuse of City resources, wer shoddy City services. Consistently, however, true whistleblower complaints stayed arou Starting in 2007, whistleblower tips were merged a larger group of minor complaints pc This mix created the illusion that the SFWP was doubly-busy responding to "whistleblow malfeasance. Further, dispersing whistleblower tips in a sea of service complaints obse whistleblowers when they lose faith.

In 2011, the SFWP resumed sorting out high-value tips about major wrong-doing. The S 2020 Westside San Francisco Media-No portion of the articles or artwork may be without expressed consent.

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James Madison Freedom of Information Awar complaints are actually received, investigated and SUBstatifated, flot just referred and Program that acts on high-value complaints will be trusted with more of them. That's ar should immediately contact whistleblowers who submit High-Risk and Medium-Risk co months — to check if they saw results or retaliation.

A program that protects tipsters will get more who identify themselves. A major provide services, The Network, Inc., found that requests for anonymity dropped from 78% to 48 became comfortable with reporting. The San Diego Fraud Hotline reported that only 46 anonymity. In fact, the SFWP's own 2008-2009 mid-year report disclosed that just 43% i rise in anonymous complaints signals mistrust. Since 2009, the SFWP has withheld the

More important, substantiated complaints show that something is being done. This nu until 11/22/11 — after the public uproar over the Civil Grand Jury investigation. That's v 2010-2011 annual report and showed that only 16% of all complaints were substantiate Angeles program substantiated 23% of all complaints, while San Diego sustained 33%. investigated a greater share of complaints; 72% for LA and 100% for San Diego, compa

In the last half of 2011, the SFWP substantiation rate climbed to 21% of all complaints, surge of investigations into 71% of all complaints, compared to an average of 51% for the being done – but by whom? In our next column we will explore how most complaints since the same City departments named in the complaints.

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June 2012

histleblower Advocates Watchdogs Beware

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James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter ... Davis Ja & Associates received a \$1.2 million contract on behalf Behavioral Health Services. That contract was revoked and the City \$430,000 after whistleblowers reported a conflict of interest."

In a scathing report titled "Whistling in the Dark – The San Francisco Whistleblower Prc Grand Jury (CGJ) noted that exposure to "bad press" and "liability from costly lawsuits" complaints are ignored or dismissed." Although the CGJ was unable to determine the a of confidentiality conditions of the settlements, it determined: "A program that properly allegations of malfeasance 'in house' can significantly reduce the City's exposure." The was failing. (2)

Mayor Art Agnos started the Whistleblower Program in 1989. It fell under the Ethics Cowhere it withered. After a Port corruption scandal, 71% of voters approved Proposition Auditor (CSA) function to the Controller's duties, including a reinforced Whistleblower F the CSA 0.2% of the City budget, now \$12 million annually, to audit departments, monite contracts and manage the Whistleblower Program. A selling point was the claim that the politically "independent."

Despite new management, the Controller's Whistleblower Program has been hobbled by investigators, bureaucratic secrecy, fealty to power, disregard for whistleblowers, and la

Ironically, although the Controller's CSA conducts innumerable audits and reviews, the V was never assessed — until the CGJ report in July 2011. Predictably, Controller Ben Ros findings. Those who exposed misgovernment — professional journalists, whistleblower praised the report. Of the 14 recommendations issued by the CGJ, most were rejected I to transparency, the 2010-2011 Annual Whistleblower Program report was revised. It no complaints, rather than a trivial "sample." The time taken to resolve investigations was

The "Controller's Whistleblower Complaints Program" is a misnomer. Barely one-third o whistleblower complaints involving fraud, waste and abuse. The program primarily service whistleblowers or the public. It was designed by high-level officials to address low-level on whistleblowers and City hot-spots, embarrassing events are contained. With complaints officials, the program falters. These are some of the reasons why no performance audit why a Best-Practices survey has yet to be done. Although an informal survey was sent Satisfaction Survey has been performed. Despite the clear connection between whistle the Whistleblower Program nor the Ethics Commission bothered to track retaliation. Wi ignored, or treated like burdens and threats.

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WESTSIDE BSER

James Madison Freedom of Information Awark 1975 1991 2000 1999 2019 Society of Provinsional Source of Provinsion Source of Provinsion States (Non-Webschupper) 365 complaints last year, the majority were referred back to the targeted departments f the Civil Grand Jury.

Oversight of the Whistleblower Program was also faulted by the Civil Grand Jury. The C Oversight Committee (CGOBOC) has no staff or resources to monitor the Whistleblowe "Committee Assistant" is the Controller's Executive Secretary who is paid by, and report comments critical of the Whistleblower Program are censored from its Minutes. E-mail

<u>cgobo.committee@sfgov.org</u> are triaged by t whistleblower issues, and get all their inform upon the agency it oversees.

"Confidentiality" keeps a veil of secrecy over Whistleblower Program reports provide scan impartial, or even trusted, by complainants.

In this column we plan to explore the perform public action to correct misgovernment. Inpu greatly appreciated.

Dr. Maria Rivero and Dr. Derek Kerr were senio wrongdoing by the Department of Public Heal.



1. Case 3:10-cv-04700-TEH

2. www.sfsuperiorcourt.org/Modules/ShowDocument.aspx?docum



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Laguna Hone

By Derek Kerr, MD and M On November 16, 2010 docto

McCarl

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• Violation of CA Govt Code §53298 that prohibits reprisals against employees who file • • mismanagement or assignificant waste of funds; or an abuse of authority;

• Violation of CA Health and Safety Code §1432 that prohibits discrimination or retaliat initiating or participating in proceedings relating to care, services, or conditions of a lon

• Violation of CA Labor Code §1102.5 that prohibits retailation against any employee fc government or law enforcement agency when an employee has reasonable cause to be discloses a violation of state or federal statute and the statute of the stat

Kerr filed two whistle-blow Kerr and Rivero filed as office, alleging mission Hirose as a resp

Three days late

On March 15, 1 his termination

Kerr's lawsuit see a court may deem 🛓

Kerr is being represented Honda Hospital employees, i

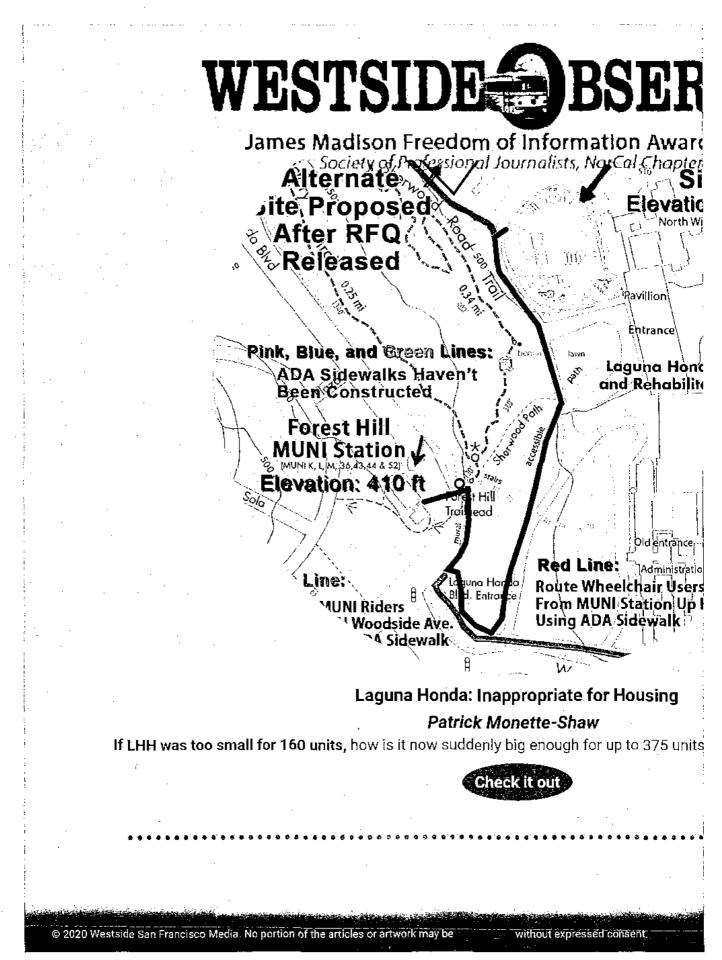
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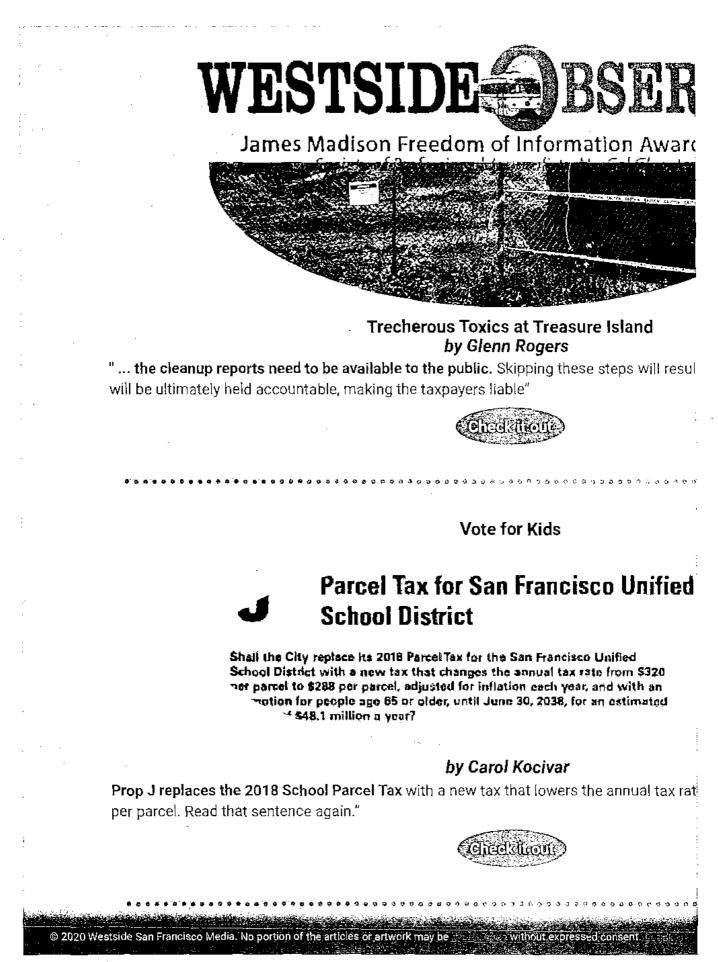
Most businesses are offering take-out and delive **P, Shele Soft** in **2** Why outside dining. precautions.

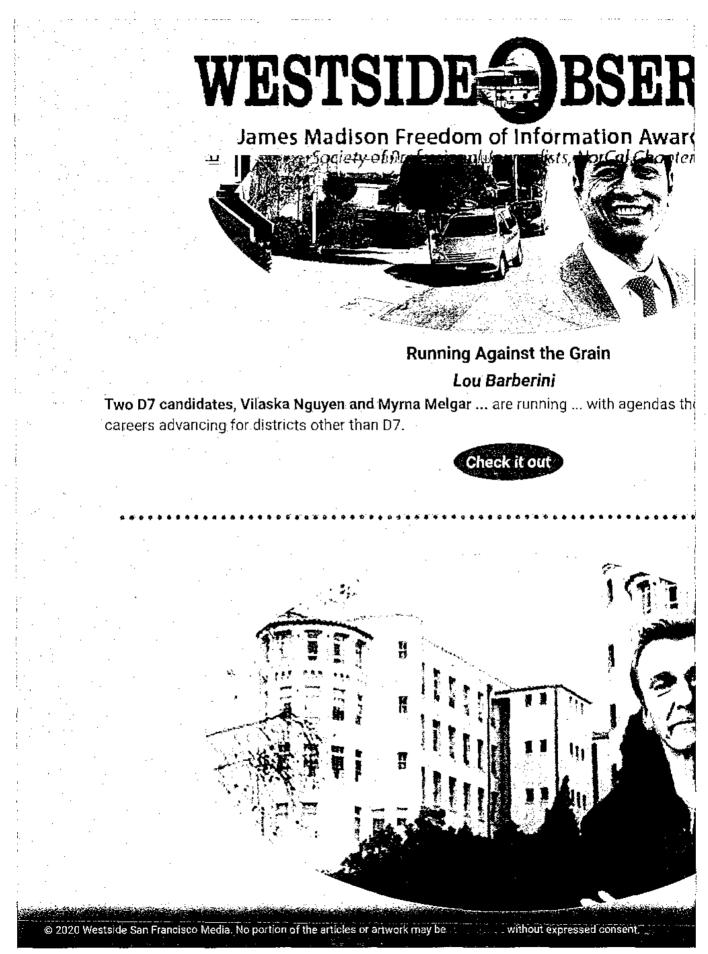
On the Watchlist

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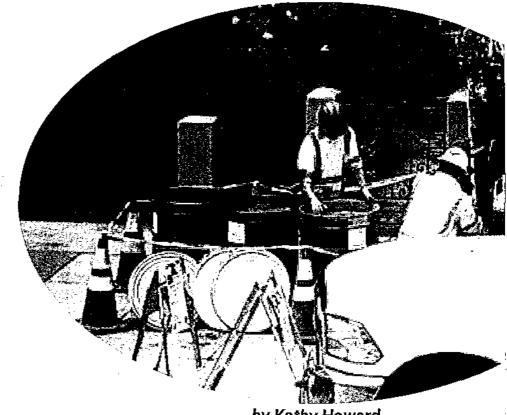






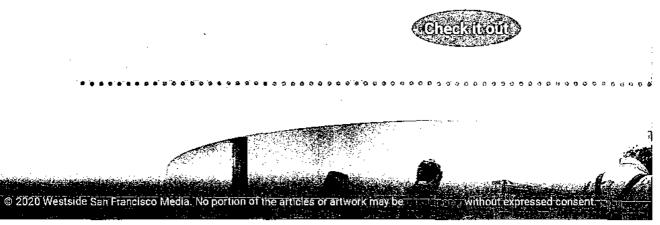
James Madison Freedom of Information Aware Society of Professional Journalists, NorCal Chapter

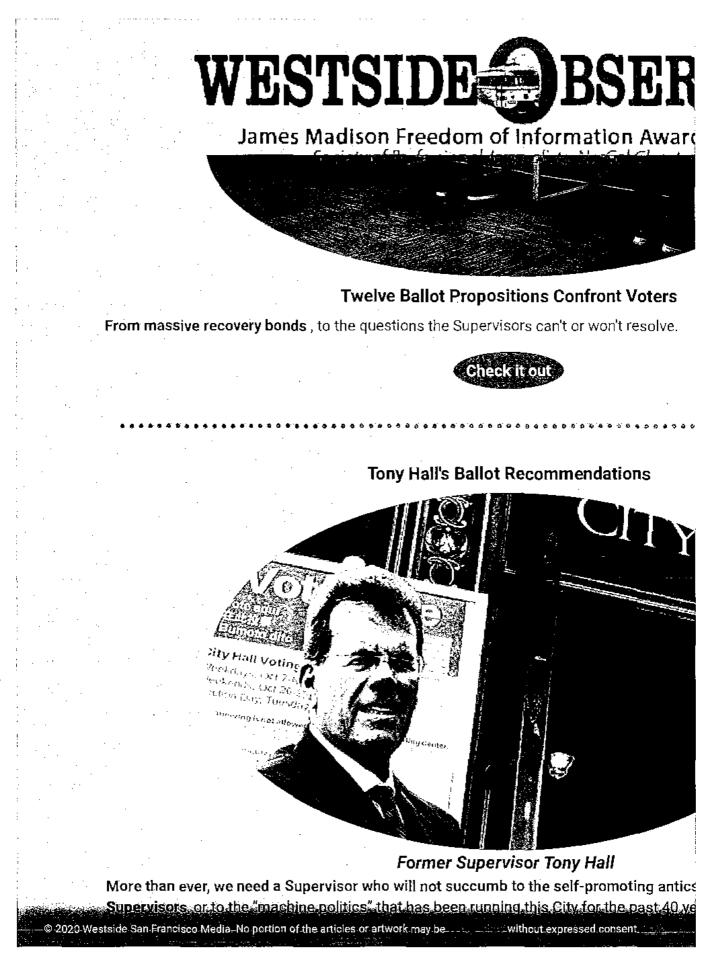
San Francisco Sees Itself as a 'Green' City - But is i

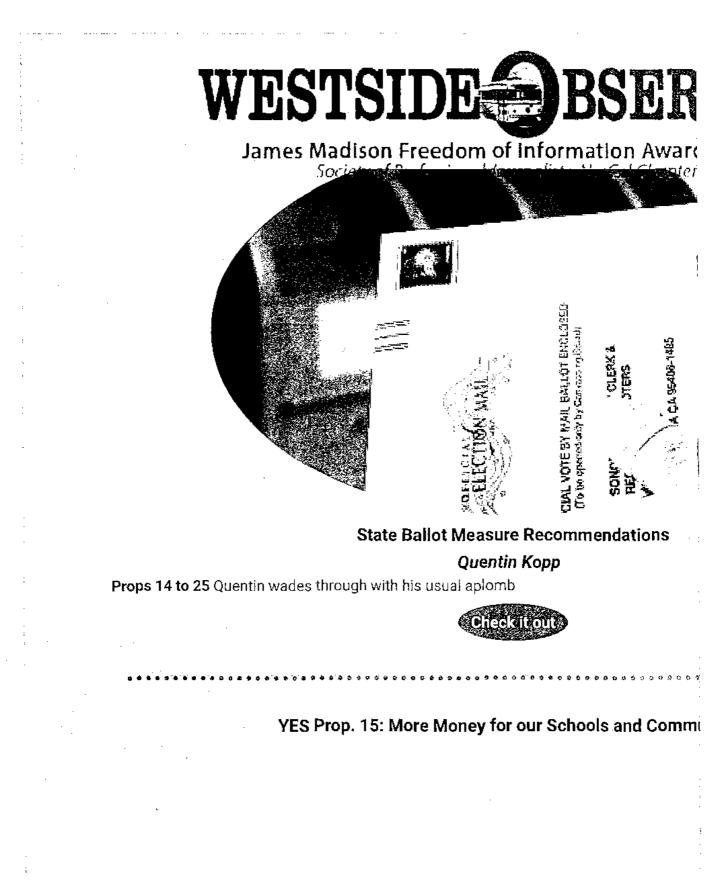


by Kathy Howard

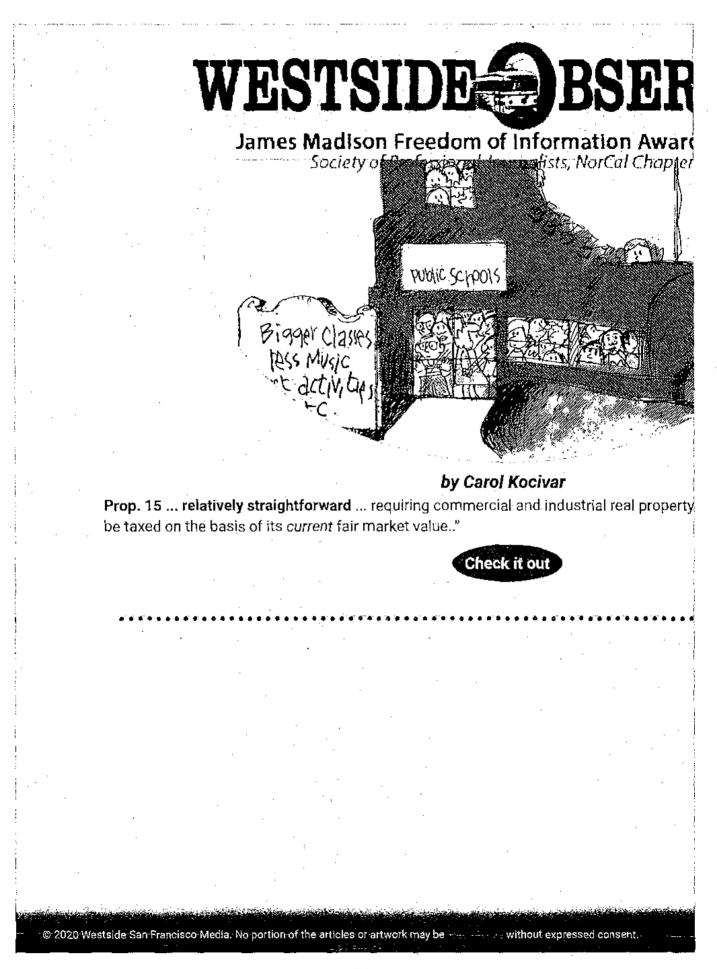
The developer is proposing a six-unit condo development on the site of a former auto rebenzene and other pollutants at levels 900 times above residential standards ...







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P1366



James Madison Freedom of Information Award



Audit's Unanswered Questions:

Does the Ethics Commission Fight Corruption?

by Dr. Derek Kerr

The audit fails to mention that no retaliation claims have ever been sustained by the Ethfact has been hidden by reporting only that cases are "dismissed" or "closed."





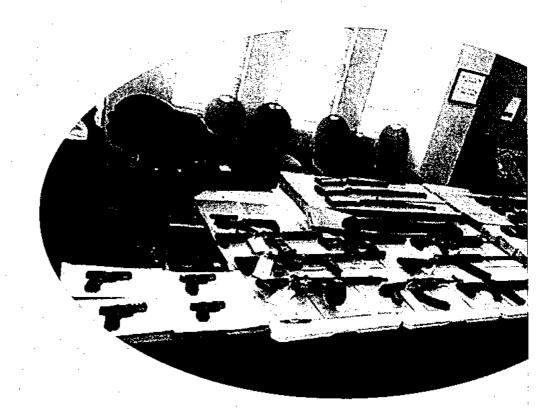
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James Madison Freedom of Information Award Society of Professional Volume NorCal Chapter

Candidates were asked – given the *work-from-home* and telecommuting trends ... wheth Balboa Reservoir development, Parkmerced expansion, and housing development on Lag





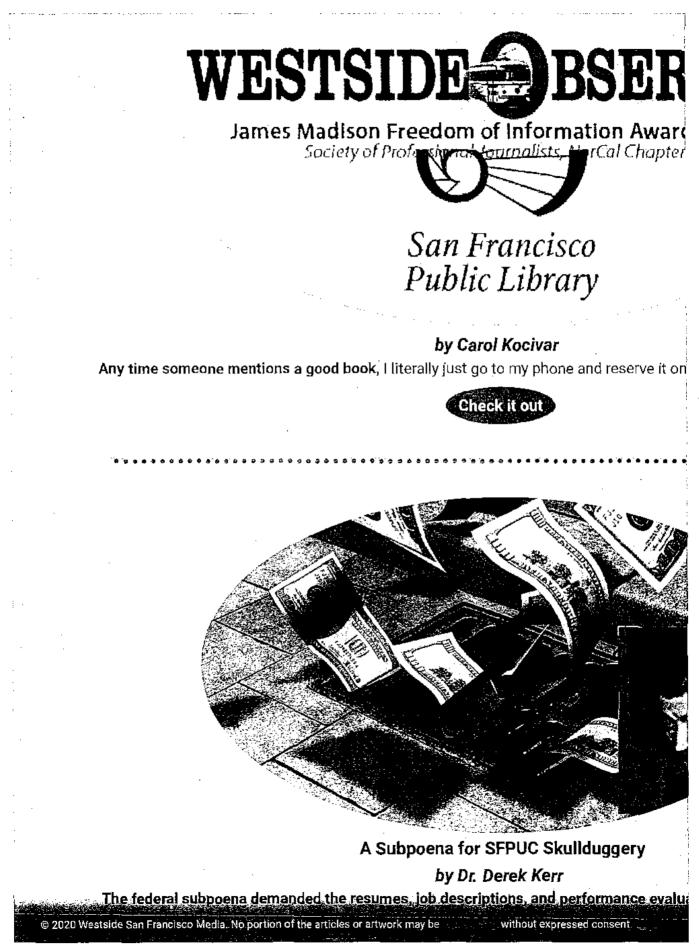
Taraval Crime Report

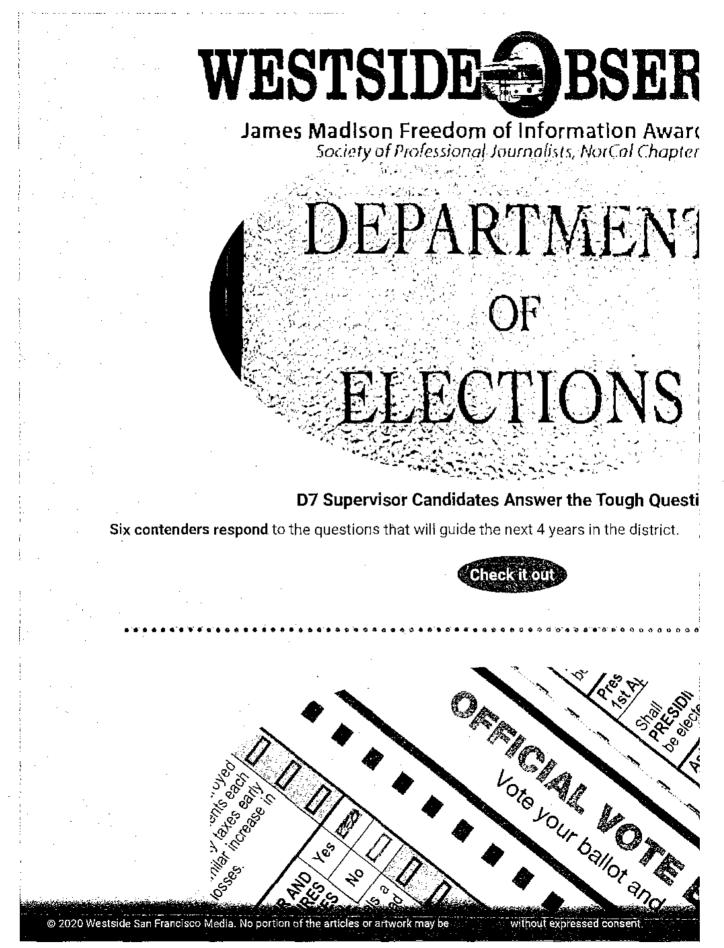
Multiple Arrests: Illegal Firearms and Narcotics

Police officers from the Tactical Unit, Specialist Team, and Taraval Neighborhood Team on the 1500 block of 48th Ave."



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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter Ballot Measure Recommendations

Quentin Kopp

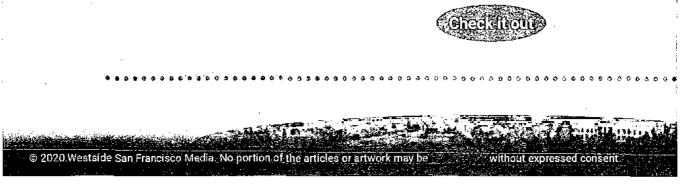
l provide no wisdom on the presidential candidates because California's a one-party stat City and County ballot measures, Propositions A to L...



Stand Up for Arts in Schools

by Carol Kocivar

The arts touch our emotional core, whether it is song or dance or drama or drawing. The the spirit and help guide children from crisis to confidence.



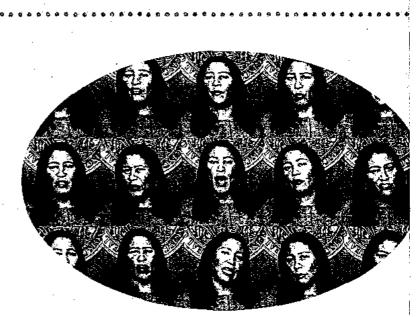


James Madison Freedom of Information Awar

Balboa: Supervisers Get It All Wrong by Glenn Rogers

"The giveaway, linked to corrupt leadership, sacrifices precious public land for private provulnerable and is a significant reversal in our goal of income equality"





City Managers Reject Breed's Budget Plea Patrick Monette-Shaw

That's not a balanced budget; it's a gaping hole she plans to solve by kicking pay-raises b the road."



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James Madison Freedom of Information Award



Teachers to Vote on COVID 19 Plan by K. Rolph Morales, 3rd Grade Teacher "Assuming teachers agree to these and additional detailed conditions, school begins Aug

Check it out

Free Government Money.



San Franci Water San Francisco

Need Help | Your Bill Du COVID-19? \ Here To Hel

Sale and the desire

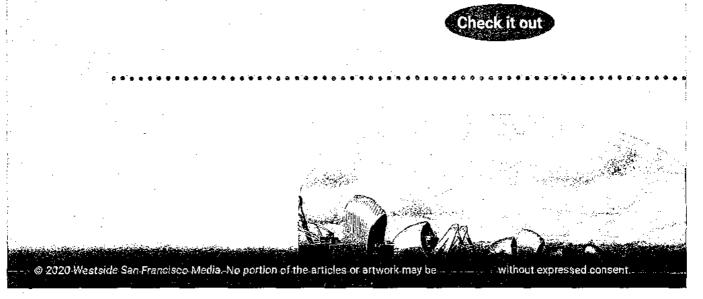




James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter Walking West Portal



A photographer goes in search of life on the Avenue ... dining and browsing are available and in some stores inside within strict limitations.



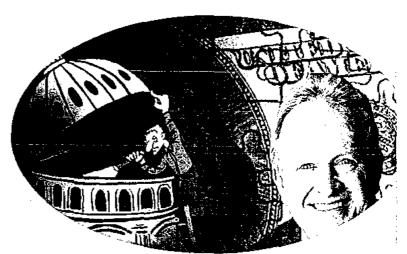


James Madison Freedom of Information Awar(Society of Professional Journalists, NorCal Chapter Bay Area Plan to Mitigate Climate Change

by Glenn Rogers

"The authors of the San Francisco Plan Bay Area 2050 are asking for public feedback on t solutions ... "





How to Stop the San Francisco Exodus

John Farrell

Our city is in big trouble. And it is not just because of Covid-19 It is because of a continue decisions by City Hall over the past 10 years.

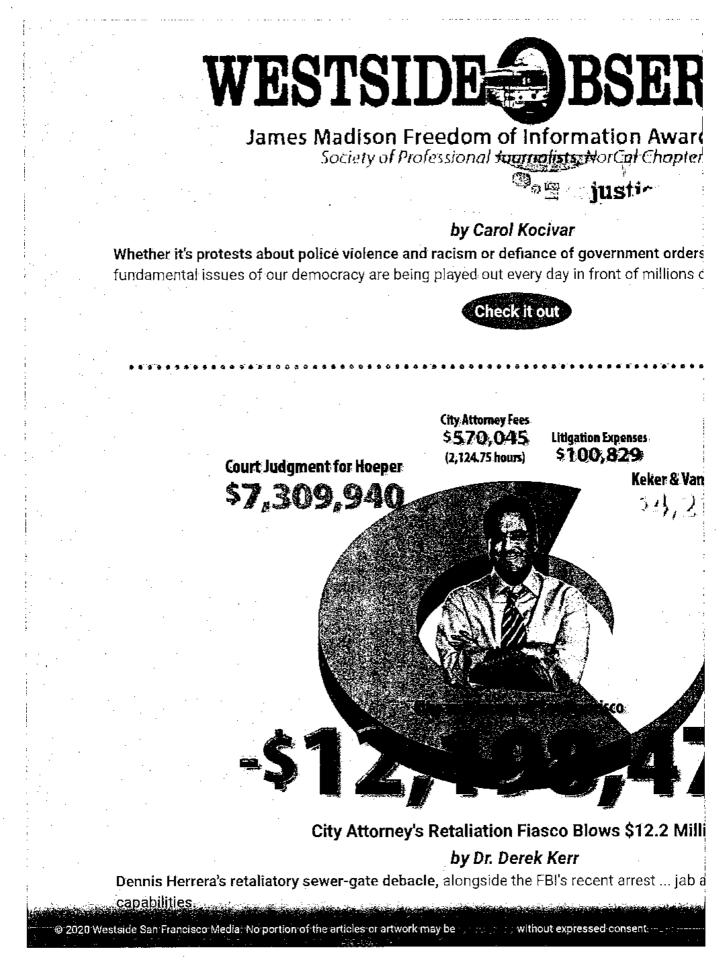


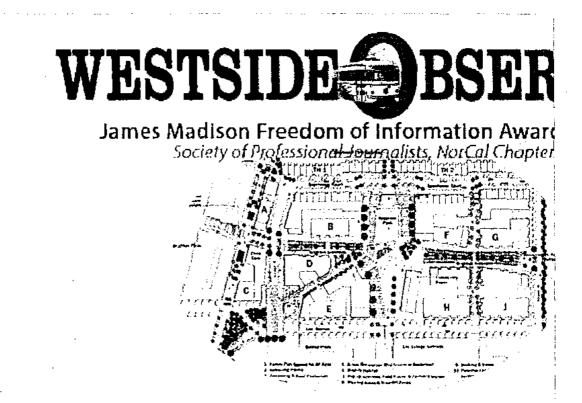
Teaching Civics Never Mattered More

5. A. B.

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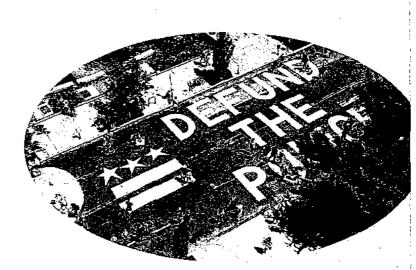




Irreparable Damage to City College - Legal Violations at Balboa Res

City College Stakeholders File CEQA Appeal"This is NOT the time for any Project to go for the access for 70,000 college students, most of them from working class, immigrant, black





Defund and other public debacles

by Quentin Kopp



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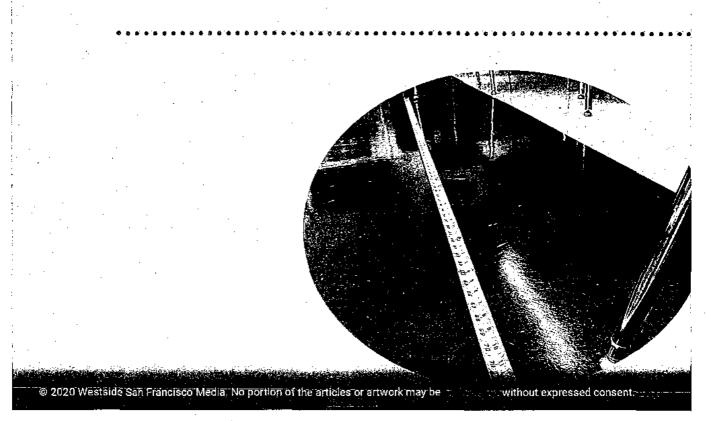


Why Black Lives Matter

by Glenn Rogers

"... the issue of Black Lives Matter is on everyone's lips. Unfortunately, many Americans racism. But consider the numerous steps that led to the problem and two alternative polic







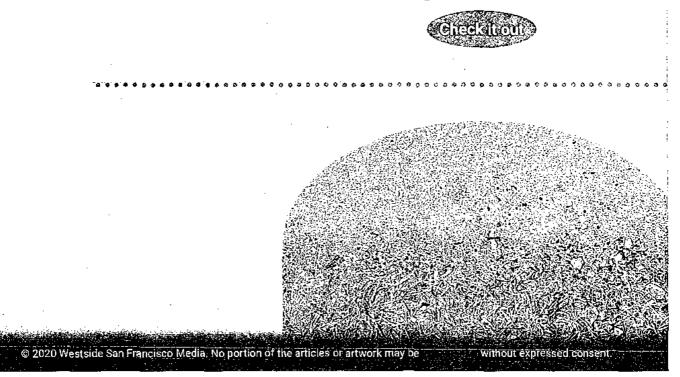
James Madison Freedom of Information Awarc Society of Professional Journalists, NorCal Chapter



Students Want Schools Open

by an 8th Grade Student

"If schools do not open this fall, it is likely to induce students to interact with one anothe it is easier to enforce facemask and social distancing ..."





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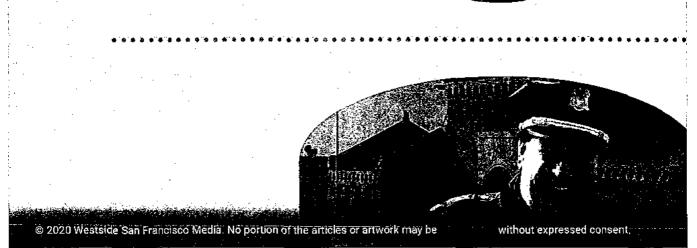


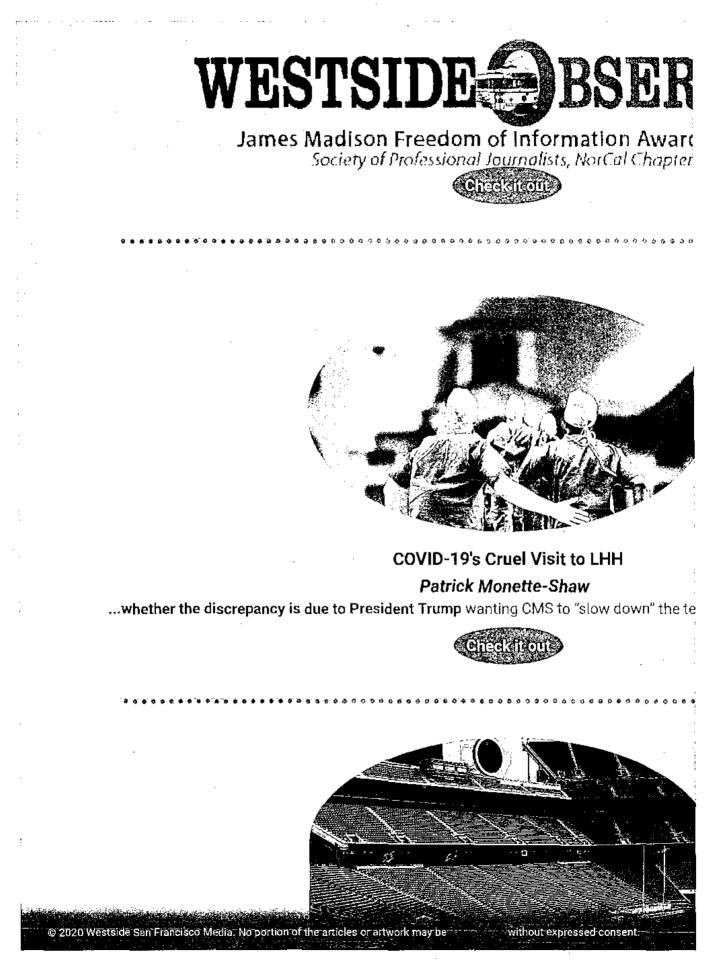
Loading Our Utility Costs on Our Children's Backs

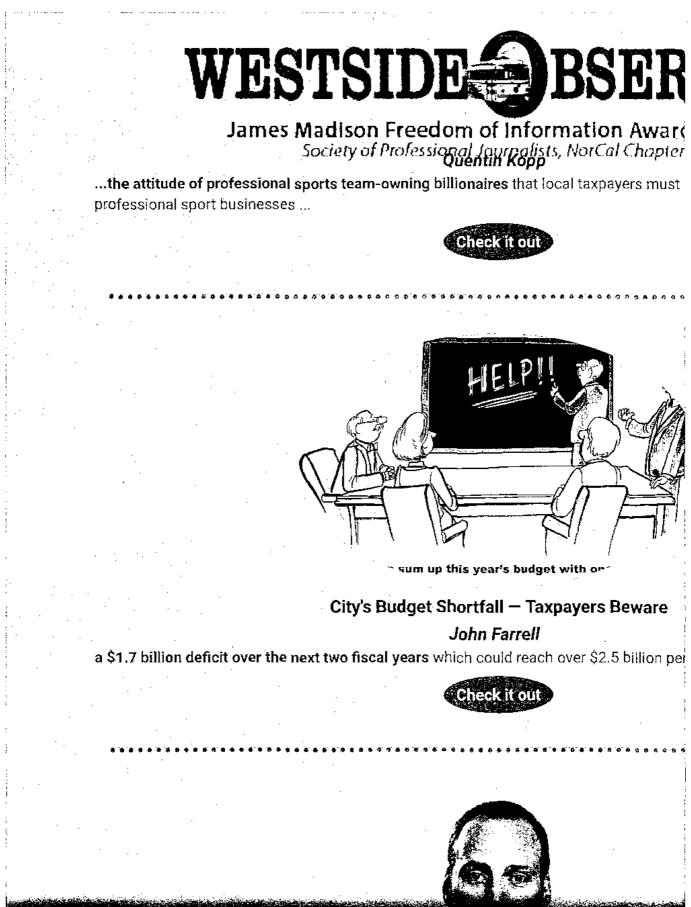
by Brian Browne

"... your water, wastewater, and garbage rates are special taxes ... Your great-grandchildr service provided in 2020."









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Lou Barberini

SFPD officers spend 99% of their day responding to where 9–1–1 customers direct then who determine the location and quantity of *encounters*.





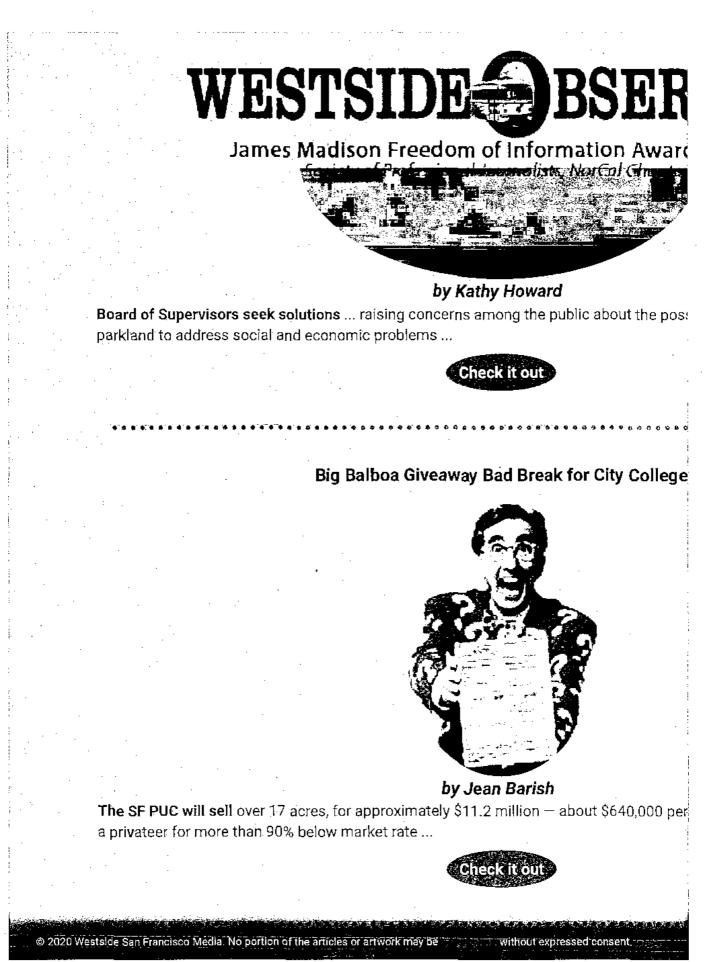
New Normal: Decline in Urbanization Glenn Rogers

Development is in trouble. If Parkmerced, which is the largest multifamily property in Sar future of development in San Francisco, it is in very real trouble.



Homeless Encampments in GG Park?

P1383





James Madison Freedom of Information Award Society of Professional Journalists NorCal Chapter



Dr. Derek Kerr

Hopes were that recovering from COVID-19 would generate antibodies, thus conferring ir Plus, survivors could help treat newly-infected COVID-19 patients by donating their conval simple.



Our Inefficient Water, Sewer and Power Provider



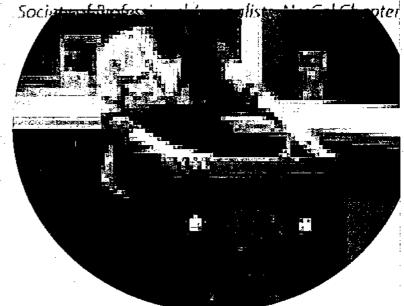
by Steve Lawrence

While water and sewer bills are not taxes, they are worse. They hit ordinary people harder cost. When costs rise, so do rates.

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Life returns slowly to West Portal People are beginning to return to West Portal – and otl ready to make sales...



Nursing Home "Invisibles"

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Prelude to a Police Shooting



Lou Barberini

Tommy refused to social distance..... Upon arrival, the two officers immediately observed mouth ...



Pandemic Clobbers School Budgets

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An Emphatic Letter to City Hall

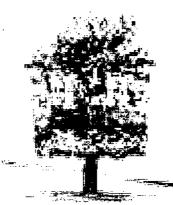


John Farrell

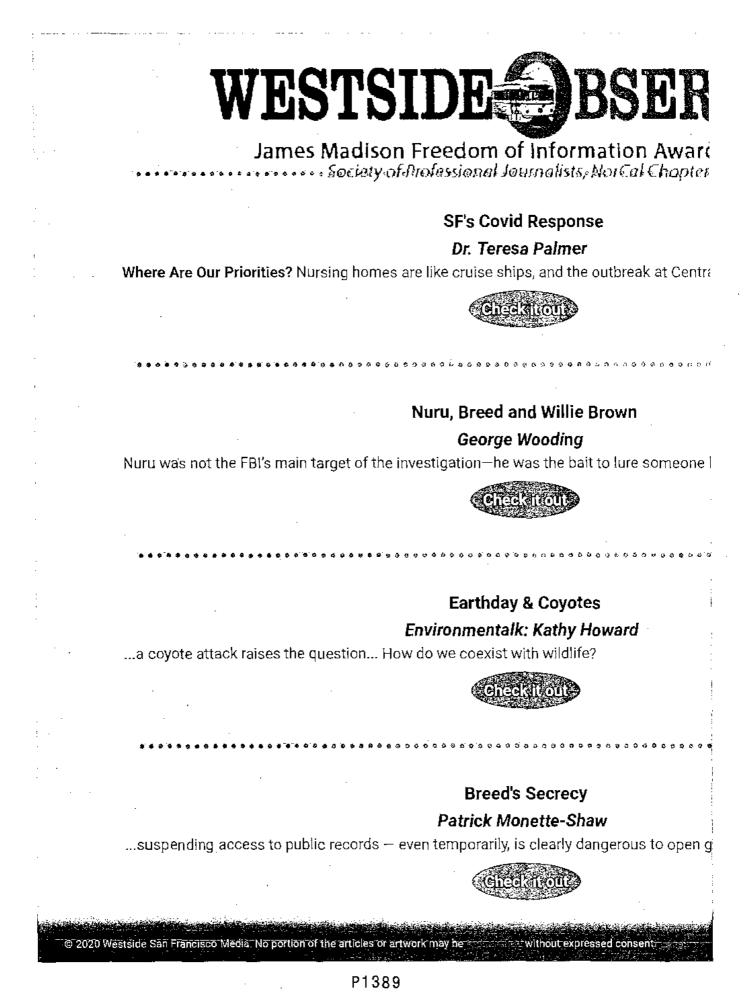
We've been here before...after the assassinations of Mayor George Moscone and Supervi incomprehensible murders in Guyana...AIDS and the 1989 Loma Prieta earthquake...



City Hall's End Run Around Environmental Review



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James Madison Freedom of Information Awar(Society of Professional Journalists, NorCal Chapter

Court Upholds \$5 Million Whistleblower Judgment against City /

by Dr. Derek Kerr

Taxpayer costs will exceed \$5 million since the City has been paying the Keker & Van Nest 1 Herrera. They already billed the City \$2,267,75, in September 2016...



Hold up on "insurance" for your water and sewer lin

by Steve Lawrence

Don't be fooled: you're being sold insurance. Do you have a choice? Yes you do...



Is City Hall Getting Nervous? London Breed is Falling Down by George Wooding

... City Officials are worried that Nuru is about to negotiate a plea bargain deal naming nami prison.



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Leger, Cheryl (BOS)

From: Sent: To: Subject: SOTF, (BOS) Monday, November 16, 2020 2:56 PM JOHN HOOPER RE: 19061/19062 submitting new info?

The December 2, 2020 Agenda has not been posted yet.

Cheryl Leger Assistant Clerk, Board of Supervisors Cheryl.Leger@sfgov.org Tel: 415-554-7724 Fax: 415-554-5163 www.sfbos.org

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-----Original Message-----From: JOHN HOOPER <hooparb@aol.com> Sent: Monday, November 16, 2020 11:38 AM To: SOTF, (BOS) <sotf@sfgov.org> Subject: 19061/19062 submitting new info?

Hi Cheryl: Sorry about the acronym! NLT is "military speak" for "Not Later Than"

Will Marianne receive any new stuff I submit to the SOTF or should I send her any new info directly? If the latter, what contact info is best for her?

A couple of days ago, you advised me to submit new info 5 days in advance of the hearing which I counted back to be 11/24. But, the meeting notice Says to do so by 5pm on 11/19 so I'll go by that date to be safe.

Finally, with apologies for my lousy computer skills, can you remind me how to find the written records for my two agenda items? I want to cross reference SOTF's page numbering to my statement so it's easier for the TF to follow.

Thanks, as always! John Hooper

> On Nov 16, 2020, at 10:19 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

>

> Mr. Hooper: Ms. Thompson of OEWD needs a copy of the records you are submitting before the 12/2/20 hearing. Also, what is NLT?

>

- > Cheryl Leger
- > Assistant Clerk, Board of Supervisors
- > Cheryl.Leger@sfgov.org
- > Tel: 415-554-7724
- > Fax: 415-554-5163
- > https://avanan.url-protection.com/v1/url?o=www.sfbos.org&g=ZTE2YWMxOGR
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- > FmOGM3ZGJkOWZkNmRhMmZkOWMwOWU3Yw==&p=YXAzOnNmZHQyOmF2YW5hbjpvZmZpY2UzN
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> -----Original Message-----

> From: JOHN HOOPER <hooparb@aol.com>

> Sent: Saturday, November 14, 2020 9:46 AM

> To: SOTF, (BOS) <sotf@sfgov.org>

> Subject: Re: Full SOTF schedule?

>

> Thanks, Cheryl. I'll aim to submit anything new NLT Tues 11/24 which is 5 business days before the hearing.

>

> John Hooper

>

>> On Nov 13, 2020, at 10:21 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

>>

>> Five days before the hearing.

>>

>> Cheryl Leger

>> Assistant Clerk, Board of Supervisors Cheryl.Leger@sfgov.org

>> Tel: 415-554-7724

>> Fax: 415-554-5163

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>> >> >> >> ----- Original Message----->> From: JOHN HOOPER <hooparb@aol.com> >> Sent: Friday, November 13, 2020 10:16 AM >> To: SOTF, (BOS) <sotf@sfgov.org> >> Subject: Re: Full SOTF schedule? >> >> Good to know; thanks! >> >> And deadline to submit stuff for the record? >> >> John Hooper >> >>>> On Nov 13, 2020, at 10:05 AM, SOTF, (BOS) <sotf@sfgov.org> wrote: >>> >>> Yes, December 2, 2020 at 4:00 pm. >>> >>> -----Original Message----->>> From: JOHN HOOPER <hooparb@aol.com> >>> Sent: Friday, November 13, 2020 9:57 AM >>> To: SOTF, (BOS) <sotf@sfgov.org> >>> Subject: Re: Full SOTF schedule? >>> >>> Thank you, Cheryl. >>> So, if approved by the Chair, that would be for the Dec 2 meeting?

>>> Best!
>>>
>>> John Hooper
>>>
>>>>> On Nov 13, 2020, at 9:13 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:</sotf@sfgov.org>
>>>>
>>>> Mr. Hooper, 1 have tentatively scheduled your two complaints to be heard before the SOTF. Chair Wolfe needs to
approve the Agenda before I can send out a notice to all parties.
>>>>
>>>> Cheryl Leger
>>>> Assistant Clerk, Board of Supervisors Cheryl Leger@sfgov.org
>>>> Tei: 415-554-7724
>>>> Fax: 415-554-5163
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>>>>

>>>>

>>>>

>>>> Hi Cheryl and hope you are staying safe and sound in these trying times.

>>>>

>>>> Do you know yet if my agenda items (19061 and 19062) will be part of the full SOTF December 2 meeting? If so, what is the deadline for submitting information for the record?

>>>>

>>>> Also, is there a way information can be displayed on a screen that the SOTF members are able to see? I had the impression, at the Oct 20 Complaints Committee audio meeting, that Anonymous was referring to documents which were visible to the Committee members.

>>>>

>>>> Thank you, as always, for your assistance.

>>>>`

>>>> John Hooper >>>> 415-990-9511 (VM and texts) >>> >>

Respondents Document Submission

Leger, Cheryl (BOS)

From:Thompson, Marianne (ECN)Sent:Saturday, November 14, 2020 5:06 AMTo:SOTF, (BOS)Cc:Steinberg, David (DPW)Subject:RE: SOTF - Remote Meeting of the Sunshine Ordinance Task Force - Notice of
Appearance, December 2, 2020; 4:00 PM

Good Morning Cheryl,

Please have Mr. Hooper provide us with his documents three days in advance, other wise I have no clue what he is talking about, and since your meeting on are audio only, it is challenging.

Μ.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297

E: Marianne. Thompson@sfgov.org

SAN FRANCISCO

From: SOTF, (BOS) <sotf@sfgov.org>

Sent: Friday, November 13, 2020 4:59 PM

To: r s <rms@robertmsmith.com>; Bourne, Megan (FAM) <mbourne@famsf.org>; Heckel, Hank (MYR) <hank.heckel@sfgov.org>; 81242-04060798@requests.muckrock.com; Breed, London (MYR) <london.breed@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Anonymous <arecordsrequestor@protonmail.com>; Gerull, Linda (TIS) <linda.gerull@sfgov.org>; Makstman, Michael (TIS) <Michael.Makstman@sfgov.org>; Licudine-Barker, Arlene (TIS) <arlene.licudine-barker@sfgov.org>; JOHN HOOPER <hooparb@aol.com>; Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>; Steinberg, David (DPW) <david.steinberg@sfdpw.org>; S <grovestand2012@gmail.com>; McHale, Maggie (HRD) <maggie.mchale@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>

Cc: Young, Victor (BOS) <victor.young@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>

Subject: SOTF - Remote Meeting of the Sunshine Ordinance Task Force - Notice of Appearance, December 2, 2020; 4:00 PM

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: December 2, 2020

Location: **Remote Meeting**

Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19058: Complaint filed by Robert M. Smith against the Fine Arts Museum of San Francisco for violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19103: Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Mayor's Offices for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25 and 67.26, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19119: Complaint filed by Anonymous against the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, November 19, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724



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Leger, Cheryl (BOS)

From:Thompson, Marianne (ECN)Sent:Monday, September 21, 2020 10:56 AMTo:Steinberg, David (DPW); SOTF, (BOS)Cc:Heckel, Hank (MYR)Subject:RE: SOTF - file nos. 19061 and 19062Attachments:hooper.pdf

Good Morning Cheryl,

I read the document that was sent, and I sincerely do not understand it. I do not see the need to proceed forward. M.

Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>

SAN FRANCISCO

From: Steinberg, David (DPW) <david.steinberg@sfdpw.org>
Sent: Wednesday, September 16, 2020 5:20 PM
To: SOTF, (BOS) <sotf@sfgov.org>; Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>
Subject: RE: SOTF - file nos. 19061 and 19062

Thanks, Cheryl.

-d.



David A. Steinberg

Custodian of Records & Executive Assistant to the Director San Francisco Public Works | City and County of San Francisco 49 South Van Ness Avenue, Suite 1647 | San Francisco, CA 94103 | (628) 271-2888 <u>sfpublicworks.org</u> <u>twitter.com/sfpublicworks</u>

For public records requests, please go to sfpublicworks.org/records.

Note: The new contact information above is effective July 6, 2020.

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Sent: Wednesday, September 16, 2020 2:34 PM To: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: RE: SOTF - file nos. 19061 and 19062 Hello Marianne and David: Attached are the materials submitted by Mr. Hooper at the January 21, 2020 SOTF hearing. Let me know if you need anything further. I will be at the office tomorrow if you need me to get other records to you.

Cheryl Leger 415-425-6918 -- my cell

From: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> Sent: Tuesday, September 15, 2020 3:12 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: RE: SOTF - file nos. 19061 and 19062

Hi Cheryl,

I don't see the additional records that Mr. Hooper provided at the in-person meeting as part of the minutes you provided. My notes from previous emails show that you said you had them in your office and you would send us copies when the stay-at-home order was lifted. Do you have access to them? The whole reason to schedule the committee meeting was to consider these new records, so there isn't much point holding a meeting until we have copies.

Thanks much and stay safe. -d.



David A. Steinberg

Custodian of Records & Executive Assistant to the Director San Francisco Public Works | City and County of San Francisco 49 South Van Ness Avenue, Suite 1647 | San Francisco, CA 94103 | (628) 271-2888 <u>sfpublicworks.org</u> twitter.com/sfpublicworks

For public records requests, please go to sfpublicworks.org/records.

Note: The new contact information above is effective July 6, 2020.

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Sent: Tuesday, September 15, 2020 2:11 PM To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> Subject: SOTF - file nos. 19061 and 19062

Hello Marianne and David: Attached are the minutes from the January 21, 2020, Sunshine Ordinance Task Force hearing. Reflected in the minutes is the inclusion of records that were provided to Mr. Hooper. I would like to schedule these two matters to be heard next month before the Complaint Committee. Please review the minutes and let me know if you need anything further from me or if I need to do something. Thank you.

Cheryl Leger Assistant Clerk, Board of Supervisors <u>Cheryl Leger@sfgov.org</u> Tel: 415-554-7724 Fax: 415-554-5163 <u>www.sfbos.org</u> Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public ore not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

Statement of John Hooper to SOTF January 21, 2020

Re file # 19061 (OEWD) and File # 19062 (DPW) Failure of agencies to provide comprehensive documents related to a proposed Mission Dolores Green Benefit District (MD GBD)

Good afternoon Chairman and Task Force members:

Thank you for this opportunity. My name is John Hooper. I am a resident of the Haight.

The public's right to obtain information about government activities through the use of Public Record Act Requests has been central to deciphering the City's campaign to promote Green Benefit Districts (GBDs).

On June 12, 2018, during a City-orchestrated effort to start a GBD in the Haight (the now defeated so-called Greater Buena Vista GBD), I filed a Public Records Act request to obtain basic information about the budget to form that GBD, the role of City employees and the role of a non-profit called, variously, Build Public or Place Lab which conducted the actual outreach for the scheme. The results of this PRA request proved immensely helpful in educating neighbors about that local GBD effort. Once neighbors came to understand that the City had budgeted \$221,000 merely to promote this campaign, was using City staff from both DPW and OEWD to support the effort and we understood that the City intended, ultimately, to use the voting power of City-owned properties to ram the idea through, the GBD was discredited.

After neighbors defeated that GBD in the Haight and another in the Inner Sunset, the City next targeted the Dolores Park neighborhood in an attempt to set up a GBD there - an effort which is still dragging on. The Mission Dolores GBD Petition drive has now languished for 280 days while proponents continue to contact local property owners to reach the number of signatures they need. Compare this timeframe to the maximum 180 days a citizen is allowed to qualify a ballot initiative. This petition drive and the whole GBD formation process is unregulated. No one at the City level is paying attention to it. That is why is so important for concerned citizens to be able to understand what is really going on.

In the Mission Dolores area, neighbors have witnessed the same approach which had been tried in the Inner Sunset and Haight: close involvement of City employees setting up a "steering committee", helping select its membership and

Page 1

P1403

schedule meetings, setting up a glossy website, conducting a petition drive and sending out mailings. Build Public/Place Lab has now merged with San Francisco Parks Alliance and the Parks Alliance had become the foot soldier and recipient of City funding (at least \$160,000) to push through a GBD there.

I filed another PRA request on February 11, 2019 asking for much the same information that we had been able to obtain in the Haight. But, by then, OEWD and DPW seemed to be waking up to the fact that this program was universally unpopular, and it might be best if the City's role - and that of its proxy, San Francisco Parks Alliance - were kept in the shadows. Since then, I have addressed the SOTF on March 5, 2019, May 21, 2019 and August 20, 2019, all trying to get complete answers to that original February 11, 2019 PRA request.

As the City Attorney's July 15, 2019 confidential memo to SOTF states, the agencies provided "voluminous" paperwork, but failed to produce many of the requested materials produced by Parks Alliance, Place Lab and/or the Dolores GBD formation committee which were paid for by the OEWD grant in question (such as mailings, website development, survey materials, agendas, petition, invoices for contractor work and mailings).

For example, at your August 20, 2019 SOTF Complaints Committee hearing, a representative of OEWD handed me printouts of all the materials the agency allegedly had in its possession. Yet, when I went through these documents, they were more than a year old, most of the information was printed off old websites and most related to the abandoned Greater Buena Vista GBD effort. I can provide that packet for the record if you so request.

The reason the public knows that there are additional materials that have never been disclosed can be seen plainly by looking at a portion of the July 1, 2018 Contract between OEWD and Parks Alliance in an appendix entitled **"IV. Tasks and Deliverables for Project Area B: Dolores Park Neighborhood."** I submit pages 6 through 14 of those 31 tasks and deliverables attached to this statement for the record. Those tasks and deliverables are remarkably similar to the information I requested in my February 11, 2019 PRA request.

The public has a right to see these materials- paid for with public funds- even though the work may have been carried out by a third party.

Without being exhaustive, you can readily see that Parks Alliance was hired by the City to form the steering committee, organize and run its meetings and help develop its mission. You can see that the City's grantee was paid to develop a website and fact sheets, that -with the active participation of City employees - it

Page 2 P1404 ran all community meetings, kept attendance records and produced minutes; developed a data base for mailings to property owners.

In addition, the City's proxy, Parks Alliance, developed, distributed, collected and interpreted a survey of residents concerning their attitudes about a GBD. No one else had access to this information which was ultimately presented in a highly distorted fashion, indicating broad community support where there was virtually none.

Later, last April (2019) Parks Alliance initiated a Petition Drive to the Board of Supervisors in a rushed manner so that neighbors had no time to comment on either a Management Plan or Engineer's Report which are the legal underpinnings of a GBD. The Engineer's Report has since been challenged before the State Engineer's Board for using statistics unrelated to the Mission Dolores area.

DPW and OEWD are thumbing their noses at the SOTF. The only way that this kind of wasteful City-funded program can continue is for the City agencies involved to hide behind bogus arguments that they are exempt from your jurisdiction or that they have provided all relevant information when their own contracts make it clear we have only seen the tip of the iceberg.

We members of the public need your help exposing this program for the wasteful and deceitful exercise it has been. On behalf of numerous concerned San Franciscans, I hope you will require that the information I have asked for since February 2019 be provided.

Thank you.

Page 3

P1405

6

IV. TASKS AND DELIVERABLES FOR PROJECT AREA B: DOLORES PARK NEIGHBORHOOD

Task 1. Monthly Steering Committee Meetings

- Grantee shall organize and facilitate monthly Project Area B steering committee meetings. Meetings shall develop the vision and mission for a potential GBD in Project Area B.
- Grantce shall build steering committee capacity for Project Area B GBD feasibility and formation.
- Grantee shall finalize Project Area B boundaries with input from steering committee.

Task 1 Deliverables

- A. Invoice(s) for time spent completing Task 1.
- B. An agenda and meeting minutes for each steering committee meeting

Task 2. Develop and Manage Website

- Grantee shall be responsible for managing the Project Area B website.
- Grantee shall be responsible for all domain hosting fees and volunteer coordination in relation to the website.

Task 2 Deliverables

- C. Invoice(s) for website development and ongoing management, including domain fees.
- D. A functional website url for Project Area B GBD formation.

Task 3. Develop Collateral

- Grantee shall develop collateral for the formation of the Dolores Park GBD.
 - Collateral shall include, but is not limited to, the following:
 - o Fact sheet
 - o Frequently Asked Questions (FAQs)
 - o A map of the area

Task 3 Deliverables

- E. Invoice(s) for the drafting of content, graphic design services, and the printing of collateral.
- F. A copy of the fact sheet.
- G. A copy of the Frequently Asked Questions document.
- H. A copy of the map of the area.

Task 4. Conduct Community Meeting #1

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District, Grantee shall be responsible for:
 - o Meeting preparation
 - o Meeting materials
 - o Meeting facilitation
 - o Meeting minutes/notes

o Meeting debrief with the Dolores Park GBD steering committee.

Task 4 Deliverables

- I. Invoice for time spent completing Task 4.
- J. Copy of meeting minutes/notes
- K. Sign in sheets for community meeting showing attendance

Task 5. Draft Property Owner and Business Databases

- Grantee shall develop and maintain a property owner databases of all parcels within Project Area B. Property owner database shall contain:
 - APN
 - o Owner Name
 - o SITUS
 - o Mailing Address
 - Mailing City
 - Mailing State
 - o Mailing Zip Code
- Grantee shall develop and maintain a business database of all businesses with Project Area B. Business database shall include:
 - o Business name
 - o Business address
 - o Owner name
 - o Owner contact info

Task 5 Deliverables

- L. Invoice(s) for time and fees related to the development of these databases.
- M. Final property owner database
- N. Final business database

Task 6. Develop Survey Questionnaire

• Grantee shall develop and draft a FPS for the proposed Dolores Park GBD. The FPS will allow City's Team and the Dolores Park GBD Steering Committee to determine if pursuing a GBD within the proposed district is feasible. Additionally, FPS results will serve as a guide for the development of the Dolores Park GBD management plan if the proposed GBD is determined to be feasible. The FPS will provide property owners and stakeholders the opportunity to give valuable feedback on what they see as the proposed district's biggest concerns and if they are interested in pursuing a GBD. The survey will be reviewed by City's Team before it is disseminated. Potential questions must include one in which the participant is directly asked if they are interested in pursuing a GBD in a yes or no format.

Task 6 Deliverables

- O. Invoice(s) for time and materials utilized on the development if a survey questionnaire.
- P. Email approval from City's Team indicating survey questionnaire meets City standards.
- Q. Finalized survey questionnaire.

7

Task 7. Disseminate Survey

• Grantee shall mail surveys to all property owners, merchants, and stakeholders by United States Postal Service (USPS). Grantee may also distribute surveys via email, in person, or via the internet.

Task 7 Deliverables

- R. Invoice(s) for surveying printing and postage.
- S. Invoice(s) for any work related to in person or digital release of surveys.
- T. Receipts for printing and postage

Task 8, Tabulate and Analyze Survey Results

• Grantee shall tabulate, analyze, and synthesize all GBD survey results.

Task 8 Deliverables

- U. Invoice(s) for time spent tabulating, analyzing, and synthesizing all survey results
- V. Draft survey results

Task 9. Conduct Community Meeting #2

- Grantee shall support a community meeting in Project Area B regarding the formation of a Green Benefit District. Grantee shall be responsible for:
 - o Meeting preparation
 - o Meeting materials
 - Meeting facilitation
 - o Meeting minutes/notes
 - o Meeting debrief with the Dolores Park GBD steering committee.

Task 9. Deliverables

- W. Invoice for time spent completing Task 9.
- X. Copy of meeting minutes/notes
- Y. Sign in sheets for community meeting showing attendance

Task 10. Draft and Final Survey Summary Report

- Grantee shall draft a survey summary report, which shall include the following work:
 - o Content
 - o Layout and design
 - Any and all revisions
- Survey summary report shall include
 - o Results of community meetings
 - o Finalized survey results
 - o Recommendations and suggestions for the Project Area B GBD steering committee

R

o An explanation of methodology on how report was constructed.

Task 10. Deliverables

- Z. Invoice(s) for the content, layout and design, and any and all revisions related to Survey Summary Report
- A.A. Final Survey Summary Report

Task 13. Conduct Community Meeting #3

- Grantce shall support a community meeting in Project Area B regarding the formation of a Green Benefit District, Grantee shall be responsible for:
 - o Meeting preparation
 - o Meeting materials
 - o Meeting facilitation
 - o Meeting minutes/notes
 - o Meeting debrief with the Dolores Park GBD steering committee.

Task 11 Deliverables

BB.Invoice for time spent completing Task 11.

- CC.Copy of meeting minutes/notes
- DD. Sign in sheets for community meeting showing attendance

Task 12. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Promotional and marketing materials
 - o Setting np and hosting meetings
 - o Making and setting up phone calls
 - o Neighborhood events

Task 12 Deliverables

EE. Invoice(s) for work related to Task 12, with sufficient detail to determine what was accomplished. FF. A copy of each item produced under Task 12.

GG. Proof of mailing for any item that requires mailing under Task 12.

Task 13. Biweekly Public Meetings to Develop Management Plan and Engineer's Report for Project Area B GBD

• Grantee shall organize and provide support for no less than 8 public meetings to develop a Project Area B GBD management plan and engineer's report.

Task 13 Deliverables

9

HH. Invoice(s) for time, labor, and materials related to the completion of task 13.

II. Meeting agendas for each community meeting,

JJ. Meeting notes for each community meeting.

Task 14, Draft and Final Management Plan

- Grantee shall develop a management plan based off survey questionnaire input and public meetings.
- Grantee's first version of management plan shall be known as the draft version.
- Draft version of the management plan must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the management plan shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized management plan until an approval letter from both City's Team and the City Attorney has been received.

Task 14. Deliverables

KK. Invoice(s) for time, materials, and labor spent on the development of draft and finalized management plan for Project Area B.

LL. All draft management plans for Project Area B.

MM. Final management plan for Project Area B.

Task 15. Draft and Final Engineer's Report

- Grantee shall develop an engineer's report based off survey questionnaire input and public meetings.
- Grantee's first version of engineer's report shall be known as the draft version.
- Draft version of the engineer's report must be approved by a majority vote of the Project Area B steering committee.
- Draft version of the engineer's report shall be submitted to both City's Team and the City Attorney for review.
- Grantee shall not have a finalized engineer's report until an approval letter from both City's Team and the City Attorney has been received.

Task 15 Deliverables

NN. Invoice(s) for time, materials, and labor spent on the development of draft and finalized engineer's report for Project Area B,

OO. All draft engineer's report for Project Area B. PP. Final engineer's report for Project Area B.

Task 16. Assessment Database

- Grantee shall develop an assessment database for Project Area B. Assessment database shall contain:
 - o APN. .
 - Owner Name.
 - o SITUS.

P1410

- o Parcel characteristics used to calculate assessments
- o Total Assessment to be paid on that parcel.
- o % that parcel's payment would be of total (% of total assessment).
- o Care of.
- o Mailing Address.
- Mailing City.
- o Mailing State.

Task 16 Deliverables

QQ. Invoice(s) for all time, labor, and related fees for the completion of an assessment database for Project Area B.

RR. Final assessment database for Project Area B.

Task 17. PW and City Attorney Review and Approval

- Grantee shall obtain Public Works and City Attorney approval on the Finalized Management Plan and Engineer's Report for Project Area B.
- Grantee shall communicate the contents of the finalized Management Plan and Engineer's Report for Project Area B to the appropriate District Supervisor(s)

Task 17 Deliverables

- SS. Approval emails from Public Works and City Attorney for the finalized Management Plan and Engineer's Report.
- TT. Email indicating contents of Management Plan and Engineer's Report have been shared with the appropriate District Supervisor(s)

Task 18. Property Owner Outreach

- Grantee shall host between 5 and 10 meetings with large stakeholders in Project Area B.
- Large stakeholders shall mean the top 100 individual largest assessment holders in Project Area B.

Task 18 Deliverables

UU. Invoice(s) for time, labor, and costs incurred in the completion of Task 18.

Task 19. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Promotional and marketing materials
 - o Setting np and hosting meetings
 - o Making and setting up phone calls
 - o Neighborhood events

Task 19 Deliverables

11

VV. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.

WW. A copy of each item produced under Task 19.

XX. Proof of mailing for any item that requires mailing under Task 19.

Task 20. Develop Petition campaign Outreach Materials and Strategy

• Grantee shall develop petition phase outreach materials and strategy.

Task 20 Deliverables

YY. Invoice(s) for all time, labor, and materials used in the completion of Task 20.

Task 21. Review of Petition Package by City Attorney and PW

 Grantee shall secure approval of the City Attorney and PW prior to mailing the petition package to potential assessment payers.

Task 21 Deliverables

ZZ. Approval email from the City Attorney AAA, Approval email from PW

Task 22. Develop and Mail Petition Package

• Grantee shall develop and mail a petition package to all potential assessment payers within Project Area B.

Task 22 Deliverables

BBB. Invoice(s) for the printing and mailing of petitions

Task 23. Property Owner Outreach and Petitiou Tracking

- Grantee shall be responsible for property owner outreach through the petition phase.
- Grantee shall be responsible for tracking returned petitions throughout the petition phase.
- Grantce shall conduct outreach to ensure 30% or more of the total weighted assessments of the district respond in favor of forming a GBD.
- In the event the third bullet point of Task 23 is not completed, Grantee cannot bill or invoice for Tasks 24 31.

Task 23 Deliverables

CCC. Invoice(s) for time, labor, and costs incurred in the completion of Task 23. DDD, Bi-weekly petition tracker updates to City's Team.

12

Task 24. Communications and Engagement for Government Audit and Oversight Committee and Board of Supervisors Hearings

• Grantee shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearings and Board of Supervisors hearing.

Task 24 Deliverables

EEE. Invoice(s) for time, labor, and costs incurred in the completion of Task 24.

Task 25. Ougoing Community and Stakeholder Engagement

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
 - o Mailer productions
 - o Promotional and marketing materials
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - Neighborhood events

Task 25 Deliverables

FFF. Invoice(s) for work related to Task 19, with sufficient detail to determine what was accomplished.

GGG. A copy of each item produced under Task 19.

HHH. Proof of mailing for any item that requires mailing under Task 19.

Task 26. Develop Ballot Campaign Outreach Materials and Strategy

• Grantee shall develop a ballot campaign strategy and develop outreach materials for the ballot phase.

Task 26 Deliverables

III. Invoice(s) for work related to Task 26.

Task 27. Develop Ballot Cover Letter and Submit to the Department of Elections

• Grantce shall develop a ballot package which shall include cover letter, final Management Plan, and final Engineer's Report and submit it to the Department of Elections via PW.

Task 27 Deliverables

JJJ. Invoice(s) for work related to Task 27 along with final version of cover letter.

Task 28. Property Owner Outreach and Ballot Tracking

P1413

- Grantee shall be responsible for property owner outreach through the balloting period, ensuring that identified "YES" votes fill out their ballot(s) and turn them into the Department of Elections via mail, courier, or in person.
- Grantee shall receive a ballot report every Friday of the balloting period from PW. Grantee shall review balloting report and provide a best guess estimate to whether or uot a vote is in favor of the GBD or not. Grantee shall provide City's Team an estimate of where the vote would land if election ended at that ballot period.

Task 28 Deliverables

KKK. Invoice(s) for any mailers sent out associated with property owner outreach during this period.

LLL. Ballot reports returned to City's Team with updated hypotheses and vote projections.

Task 29. Communication and Engagement for Board of Supervisors Hearing and Resolution of Establishment

• Grantce shall be responsible for all pertinent community communication and engagement related to Government Audit and Oversight Committee hearing(s) and Board of Supervisors hearing(s) related to balloting.

Task 29 Deliverables

MMM. Invoice(s) for all time, materials, labor, and costs incurred in the completion of Task 29.

Task 30. Ongoing Community and Stakeholder Engagement

- Grantee shall provide ougoing community and stakeholder engagement support including, but not limited to, the following:
 - Mailer productions
 - o Promotional and marketing materials
 - o Setting up and hosting meetings
 - o Making and setting up phone calls
 - Neighborhood events

Task 30 Deliverables

NNN. Invoice(s) for work related to Task 30, with sufficient detail to determine what was accomplished.

OOO. A copy of each item produced under Task 30.

PPP. Proof of mailing for any item that requires mailing under Task 30.

Task 31, Resolution of Establishment Signed by the Mayor and Certified by the Clerk of the Board of Supervisors

• Grantee shall provide City's Team with a certified copy, with Mayor's signature, of the Resolution of Establishment indicating the GBD passed the vote and has been established.

Task 31 Deliverables

Young, Victor (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Wednesday, February 12, 2020 4:26 PM
To:	SOTF, (BOS)
Subject:	Please include as part of Sunshine Ordinance Task Force record: files #19061 and 19062

This message is from outside the City email system. Do not open links or attachments from untrusted sources,

Hi Victor:

100 House

Please include this information in the SOTF reading file for the Complaint Committee on 2/18/20 as part of the official record of files #19061 and 19062 which I will present and also make this information available to the full Task Force.

The linked article referenced below relates directly to public concerns about DPW and OEWD's involvement with San Francisco Parks Alliance and involves issues which have been brought before the SOTF for more than a year.

SF corruption probe: PG&E, major construction firms, nonprofits hit with subpoenas

Pacific Gas & Electric Co. is among the companies served with a subpoena Wednesday, along with major construction firms Webcor, Pankow and Clark Construction.

Waste management company Recology was also hit with a subpoena. Nonprofits the **San Francisco Parks Alliance**, the Lefty Lefty O'Doul's Foundation for Kids and the San Francisco Clean City Coalition were also served.

https://www.sfchronicle.com/bayarea/article/SF-corruption-probe-PG-E-major-construction-15051179.php

Young, Victor (BOS)

From	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Tuesday, February 11, 2020 2:57 PM
To:	SOTF, (BOS)
Subject:	Please include in SOTF file # 19061

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please include the following PRA request filed 2/11/20 to determine the status of the OEWD contract with SF Parks Alliance to form a Mission Dolores GBD.

Hello Ms. Thompson

STREET.

PUBLIC RECORD REQUEST

In a request to the status Mission Dolores GBD SF Park Alliance July 1, 2018 Contract ID# 1000012901, you responded on 10/16/2019 via e-mail:

Good Afternoon Mark,

It appears as though the grant has expired. I hope that answers your question.

Hope all is well with you. M.

Contract ID# 1000012901 says

Vendor Name: SAN FRANCISCO PARKS ALLIANCE Description: Buena Vista and Dolores Park G **Contract Term: July 01, 2018 to June 30, 2020** Contract Award Amount: 156,984.00

Article 3 of the contract say the same end date.

Please provide all records that show that this grant has expired.

If there are no records that show the grant has expired, please provide all records that show the grant has been canceled.

Young, Victor (BOS)

From:	John C. Hooper <hooparb@aol.com></hooparb@aol.com>
Sent:	Tuesday, February 11, 2020 11:01 AM
To:	SOTF, (BOS)
Subject:	For SOTF Complaint Comm 2/18/20 files #19061 and 19062
Attachments:	SOTF Complaint Comm 21820 pages

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Statement before the SOTF Complaint Committee re City's failure to provide full and complete responses to PRA requests regarding a proposed, publicly-funded Mission Dolores Green Benefit District. Files # 19061 and #19062 February 18, 2020

Thank you for this opportunity. My name is John Hooper. My appearance today originated with a PRA request filed with various agencies, on February 11, 2019, a little over a year ago. After several follow-up requests to OEWD and DPW to provide complete information, I filed a second similar PRA request on May 29, 2019 and a complaint to this body.

This committee established SOTF jurisdiction over my complaints at a meeting on August 20, 2019 and forwarded the matters to the full Task Force. I appeared before the task force on January 21, 2020. However, because I had neglected to submit new information to the Task Force in a timely manner prior to that hearing, this matter was referred back to you. That was my oversight and I apologize. I submitted the statement I had intended to make that day in person, requesting that it be made part of the official record.

The whole issue of Green Benefit Districts (GBD), of which you have heard testimony from numerous citizens over the past year, is particularly noteworthy now because the GBD program can be traced back directly to the desk of Mohammed Nuru, the disgraced head of DPW who is now being investigated on multiple charges of corruption. Sea my 4/3/19 letter to the City Attorney at footnote 3, page F1.

Prior to filing my SOTF complaint, I made numerous efforts to work with OEWD to obtain items that I still had not seen ((316). On several occasions, OEWD informed me that it had sent me everything it had available and closed the request; yet, when I insisted, the agency continued to send more information. This piecemeal release of information by OEWD is disconcerting and undermines the public's faith in City Government.

This is a serious issue for SOTF. Will this body allow an agency to state it has satisfied its obligations under the Sunshine Ordinance by inundating the public with irrelevant information or will you require substantive and complete responses provided by knowledgeable employees within a given agency?

Attempts to obtain information

2/17 - certified letter to OEWD returned as "Undeliverable" (photocopy and 286)

2/25/19 I write to OEWD stating my letter was returned and sending 2/11/19 letter again (318)

2/25/19 OEWD replies that it is collecting documents

3/5/19 - I write to OEWD saying I've had no response to my 2/11/19 request (305)

3/5/19 | receive a series of 44 emails from OEWD - each with multiple attachments - purporting to respond to my 2/11/19 PRA request. (322-363)

3/25/19 - more documents arrive from OEWD

5/7/19 email from me to OEWD sending list of items still not received as requested on 2/11/19 (316 and 288)

5/7/19 response from QEWD: does not have any more docs and is closing this request (319)

6/7/19 info still not received (296)

6/11/19 exchange of emails between me and SOTF (313) while I was out of town for an emergency. OEWD representative tells members of SOTF that "Mr Hooper was at the Bohemian Grove and lost documents." This is a complete fabrication; I was with my daughter who had brain surgery at the Barrow Brain Center in Phoenix on 6/13/19. In any case, I am not a member of the Bohemian Grove and would have had no reason for being there. I did not lose any documents.

6/11/19 to DPW (19062 - 483 mentions a "thumb drive" (never received by me) and 484

6/12-13/19 and 7/3/19 exchanges of emails between me, SOTF and Parks Alliance (310 - 312)

6/14/19 OEWD sends more info relating to MD GBD, most of it right on GBD website (308; 322 - 363; 364 and 365 -424) 6/21/19 OEWD reiterates it has been fully responsive (305)

7/3/19 same statement again (303)

P1417

8/20 - I appear before the SOTF Complaint Committee. OEWD representative hands me a packet of papers "as a courtesy" purporting to be all the information it has. Packet turns out to be obsolete information or pages copied from public websites. Jurisdiction is established and my file forwarded to the full SOTF for consideration.

1/21/20 SOTF Chair asked DPW's Custodian of Records David Steinberg the status of the Mission Dolores GBD effort. Steinberg replies he does not know and DPW's GBD program manager is absent

2/7/20 I repeat a question to DPW's Green District Manager about status of MDGBD. No response.

The first four questions in my original PRA request dated 2/11/19 pertained exclusively to the now defeated Greater Buena-Vista GBD. It appears from email correspondence that DPW, OEWD and the GBV GBD formation committee conspired to alter the original OEWD grant application so that it would appear to qualify for funding. See 4/3/19 letter to City Attorney at at Footnote 4 pages F2 and F3.

However, questions 5 through 9 pertain to the Mission Dolores GBD which the City is still promoting and funding through a July 2018 contract with SF Parks Alliance which runs through June of this year.

Information requested on February 11, 2019 and still not received

5. Verbatim transcripts, photographs, videos, tape recordings, sign-in sheets, attendance records, notes, memoranda, reports, and any other records in any form of public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018. NOT RECEIVED

6. All emails, text messages, and other correspondence, including minutes of all MDGBD formation committee meetings, relating to the planning, execution, and/or follow-up related to public meetings to discuss, organize, and/or promote a Mission Dolores GBD held on September 17, 2018, October 10, 2018, and/or November 15, 2018. NOT RECEIVED

7. All raw survey data collected in connection with Mission Dolores GBD surveys. SOME DATA RECEIVED

8. All documents, records, and/or correspondence relating to the funding and initiation of a management plan/engineer's report in connection with a Mission Dolores GBD, NOT RECEIVED

9. All public records, as defined in Gov. Code Section 6252 (c) and (e), including correspondence (including but not limited to letters, emails, and text messages), contracts, agreements, mailing lists, surveys and online surveys, responses to surveys and online surveys, budgets, expenditures, and memoranda (including all methods of transcription) memorializing, describing, or otherwise relating to the planning for, public interest and/or opinion surveying for, expenditure of public funds for, organization, and/or formation of a possible Mission Dolores GBD. NOT RECEIVED, other than some information about the survey.

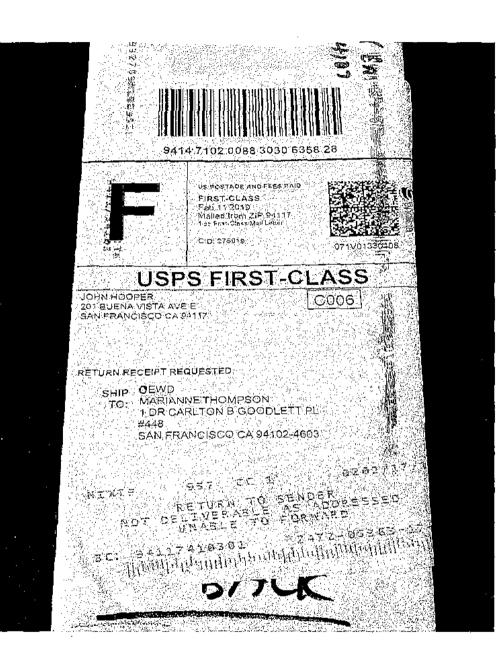
In a nutshell, OEWD has blocked release of invoices or money spent under the current MDGBD contract. There is no accounting of any money spent under a \$ 156,000 contract. The "official" explanation is it doesn't exist.

But, the MDGBD engineering report exists, the MDGBD management Plan exists and the Boston Tech Survey was completed. Incidentally, all of these documents have been officially questioned due to bias and inaccuracy.

We also know the this information exists because much of it is required to be provided to OEWD under the terms of the July 1, 2018 contract between OEWD and Parks Alliance. See the attachment to my statement of January 21, 2020 entitled Tasks and Deliverables under Project Area B: Dolores Park Neighborhood. All the information required by OEWD under that contract is required to be made available to the public.

Today, I request that you reaffirm your jurisdiction over this matter and send my files to the full SOTF. Thank you.

P1418



File No. 19061

Please allocate the following way:

Grantee:	San Francisco Parks Alliance	Blanket: Contract ID# 1000012901
Purpose/ Modules:	Buena Vista and Dolores Park GBDs	Amendment (or New (circle one)
Amount to	be encumbered: \$156,984.00	Workforce of Econ (circle one)

Grant Coordinat Byron M Lam

Coordinator;

General Fund	Other (Specify)
IIN 18th St. Merchant Capacity Building (ACT	DPW
0093)	Dept: 2207767
Dept: 207767	Fund: 10020
Fund: 10010	Authority: 17355
Authority: 16652	Project: 10022531
Project: 10022531	Activity: 0072
Activity: 0093	Budget: FY 19
\$25,000	\$33,000.00
	\$33,000 from DPW work order in FY 17-18
	Public Works work order in FY 18-19
	Dept: 207767
	Fund: 10010
	Authority: 16652
	Project: 10022531
	Activity: 0136
	\$98,984.00 Public Works Order FY18-19
	<u> </u>



Approval Required

The contract document for Contract ID 1000012901 was completed outside of the PeopleSoft Financials and Procurement System. Signed documents attached.

Contract Summary

Version: 1 Vendor ID: 0000011535 Vendor Name: SAN FRANCISCO PARKS ALLIANCE Description: Buena Vista and Dolores Park G Contract Term: July 01, 2018 to June 30, 2020 Contract Award Amount: 156,984.00

No. of File(s): 1 File(s) Attached: Executed contract

City Representative Completed By:

— DocuSigned by: Jennifer M. Collins — FE0ESE 19101A436...

Jennifer M. Collins

Page 1 of 1

P1421

From:Thompson, Marianne (ECN)Sent:Thursday, February 6, 2020 4:51 PMTo:SOTF, (BOS); Heckel, Hank (MYR)Subject:RE: SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m.

Thanks Cheryl,

I still am unclear as to what I am responding to. I asked Mr. Hooper to provide an exact explanation of what he thinks he is missing, and have not heard from him. If I don't hear from him, I will not be attending the meeting.

Μ.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne,Thompson@sfgov.org</u>



From: SOTF, (BOS)

Sent: Thursday, February 6, 2020 2:12 PM

To: 79999-25916958@requests.muckrock.com; Megan Bourne <mbourne@famsf.org>; 80695-54486849@requests.muckrock.com; Cityattorney <Cityattorney@sfcityatty.org>; COTE, JOHN (CAT) <John.Cote@sfcityatty.org>; COOLBRITH, ELIZABETH (CAT) <Elizabeth.Coolbrith@sfcityatty.org>; JOHN HOOPER <hooparb@aol.com>; Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>; Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>; Steinberg, David (DPW) <david.steinberg@sfdpw.org>; S <grovestand2012@gmail.com>; McHale, Maggie (HRD) <maggie.mchale@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>; Callahan, Micki (HRD) <micki.callahan@sfgov.org> Subject: SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: February 18, 2020

Location: City Hall, Room 408

Time: 5:30 p.m.

File No. 19113: Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 12, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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From: Sent: To: Cc: Subject: Thompson, Marianne (ECN) Friday, January 31, 2020 11:20 AM SOTF, (BOS); John C. Hooper Heckel, Hank (MYR) Follow-Up, January 12th, Sunshine Task Force

Good Morning Mr. Hooper and Cheryl,

In preparation for the next Sunshine Task Force meeting, we would like Mr. Hooper to provide for us, specifically, the documents that he believes he has not received.

Thanks, M,

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>



From:	Thompson, Marianne (ECN)	
Sent:	Wednesday, July 3, 2019 12:06 PM	
To:	SOTF, (BOS); Corgas, Christopher (ECN); Heckel, Hank (MYR)	
Cc:	JOHN HOOPER	
Subject:	RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19061	
Attachments:	SOTF - Complaint Procedure 2018-12-0S FINAL.pdf; 19061 Complaint.pdf; GBD	
	Deliverables.zip	

Good afternoon,

We have provided Mr. Hooper with the following documents, which were fully responsive to his February 11th Sunshine Request.

Best, M.

Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>

🕞 🛐 🗾 SAN PRANCISCO

From: SOTF, (BOS)
Sent: Wednesday, July 3, 2019 9:14 AM
To: Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; Thompson, Marianne (ECN)
<marianne.thompson@sfgov.org>
Cc: JOHN HOOPER <hooparb@aol.com>
Subject: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19061

Good Morning:

The Office of Economic and Workforce Development has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days

of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

- 1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
- 2. Date the relevant records were provided to the Complainant.
- 3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
- 4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
- 5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges: *Complaint Attached.*

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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From:Thompson, Marianne (ECN)Sent:Friday, June 21, 2019 10:24 AMTo:SOTF, (BOS); JOHN HOOPERSubject:RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062

Good Morning Cheryl,

I have provided Mr. Hooper with all of the documents that OEWD has, to include a separate email covering the Park Alliance contract. M.

Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Cariton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>

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From: SOTF, (BOS) Sent: Friday, June 21, 2019 8:54 AM To: JOHN HOOPER <hooparb@aol.com> Cc: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> Subject: RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062

Dear Mr. Hooper:

......

File No. 19062 (Public Works) is one of four separate matters (19063, SF Parks Alliance; 19064, Recreation and Parks). I put in a call to Marianne Thompson (OEWD; file no. 19061) to ask if she has provided everything you requested. Ms. Thompson and you have been exchanging emails regarding your request (19061) and I wanted to make certain that you have everything. I will call her again today. Have received all your requested materials? If so, are you would you like to withdraw your complaint? Thank you.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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From: JOHN HOOPER <<u>hooparb@aol.com</u>> Sent: Thursday, June 20, 2019 2:57 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Subject: Re: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl: It was my intent to include both DPW and OEWD in my complaint.

Is that your understanding or do I need to take any additional steps?

Thanks for your guidance.

John Hooper

On Jun 14, 2019, at 10:24 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Good Morning:

Public Works has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

- 1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
- 2. Date the relevant records were provided to the Complainant.
- 3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
- 4. Statement/declaration that all relevant documents have been provided, docs not exist, or has been excluded.
- 5. Copy of the original request for records (if applicable).

P1429

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges: Complaint Attached.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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<SOTF - Complaint Procedure 2018-12-05 FINAL.pdf>

<19062.pdf>

From: Sent: To: Cc: Subject:	JOHN HOOPER <hooparb@aol.com> Friday, June 14, 2019 6:47 PM Thompson, Marianne (ECN) Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS) Re: Additional OEWD docs.</hooparb@aol.com>
Will do and thanks for the offer.	
John Hooper	
 > On Jun 14, 2019, at 6:28 PM, Th > Thank you John. > Please let me know if you would 	nompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:</marianne.thompson@sfgov.org>
 > Please let the know h you would > M. > 	
> Sent from my iPhone >	
>>	OHN HOOPER <hooparb@aol.com> wrote:</hooparb@aol.com>
>> Thank you, Marianne and I wil >>	Il review your documents next week.
<pre>>> Sincerely, >> >> John Hooper >> >> On Jun 14, 2019, at 3:50 PM, >>></pre>	Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:</marianne.thompson@sfgov.org>
>>> Good afternoon Hooper,	
>>> I hope that your emergency >>> >>> I am attaching the final agree be the work product that would	concludes safely. ement with OEWD and SF Parks Alliance along with all of the deliverables, which would have been given to OEWD. I think that by sending this in a separate e-mail and not responses, may create clarity around their work.
>>> >>> i believe that this should ans Alliance. >>>	wer your question regarding the documents that would be available from the Park
>>> I have made myself available >>> >>> Have a good weekend, >>> M. >>>	e to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.
>>> Marianne Mazzucco Thomps >>> Office of Economic and Wor	son kforce Development City Hall, Room 448

P1431

>>> 1 Dr. Carlton B. Goodlett Place >>> San Francisco, CA 94102 >>> P: 415-554-6297 >>> E: Marianne.Thompson@sfgov.org >>> >>> >>> >>> ----- Original Message----->>> From: JOHN HOOPER <hooparb@aol.com> >>> Sent: Tuesday, June 11, 2019 1:22 PM >>> To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> >>> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org> >>> Subject: Thank you for helping with SOTF! >>> >>> >>> This message is from outside the City email system. Do not open links or attachments from untrusted sources. >>> >>> >>> >>> Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the OEWD emails. >>> >>> I am sorry we got off to a less than optimal start after the recent SOTF hearing at which I attempted to introduce myself. >>> >>> My intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy matter, I have nothing but high regard for City employees and the important work you do. >>> >>> However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question. >>> >>> I look forward to working cordially with you in the future. >>> >>> Sincerely, >>> >>> John Hooper >>> <Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing >>> Package - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of >>> Petiton Mailing Package.pdf> <Deliverable 1 - Buena Vista Survey >>> Report.pdf> <Deliverable 2 - Feasibility Survey Report (DP).pdf> >>> < Deliverable 3 - Mission Dolores GBD Final Management Plan.pdf> >>> <Deliverable 4 - Mission Dolores GBD Final Engineer's Report.pdf> >>> <Deliverable 8 - Inner Sunset GBD - Letter to Property Owners >>> (IS).pdf> <Deliverable 8 - Inner Sunset GBD - Letter to Property >>> Owners (IS).pdf> >>> <G-100 SFPA GBDs OEWD contract_scope of work.pdf> >> >

From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Friday, June 14, 2019 4:48 PM
То:	Thompson, Marianne (ECN)
Cc:	Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)
Subject:	Additional OEWD docs.

Thank you, Marianne and I will review your documents next week.

Sincerely,

John Hooper

> On Jun 14, 2019, at 3:50 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:

>

> Good afternoon Hooper,

>

> 1 hope that your emergency concludes safely.

>

> I am attaching the final agreement with OEWD and SF Parks Alliance along with all of the deliverables, which would be the work product that would have been given to OEWD. I think that by sending this in a separate e-mail and not contained within my previous 25 responses, may create clarity around their work.

>

> I believe that this should answer your question regarding the documents that would be available from the Park Alliance.

>

> I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.

>

> Have a good weekend,

> M.

>

> Marianne Mazzucco Thompson

> Office of Economic and Workforce Development City Hall, Room 448

- > 1 Dr. Carlton B. Goodlett Place
- > San Francisco, CA 94102

> P: 415-554-6297

- > E: Marianne.Thompson@sfgov.org
- >
- >
- >
- > -----Original Message-----
- > From: JOHN HOOPER <hooparb@aol.com>
- > Sent: Tuesday, June 11, 2019 1:22 PM
- > To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>
- > Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>
- > Subject: Thank you for helping with SOTF!

>

>

> This message is from outside the City email system. Do not open links or attachments from untrusted sources.

- >
- >
- >

> Hi Marianne: Lappreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. Lam out of town on an emergency basis and do not have access to the OEWD emails.

>

> I am sorry we got off to a less than optimal start after the recent SOTF hearing at which I attempted to introduce myself.

>

> My intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy matter, I have nothing but high regard for City employees and the important work you do.

>

> However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question.

>

> I look forward to working cordially with you in the future.

>

> Sincerely,

>

> John Hooper

> <Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package

> - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of Petiton

> Mailing Package.pdf> <Deliverable 1 - Buena Vista Survey Report.pdf>

> <Deliverable 2 - Feasibility Survey Report (DP).pdf> <Deliverable 3 -

> Mission Dolores GBD Final Management Plan.pdf> <Deliverable 4 -

> Mission Dolores GBD Final Engineer's Report.pdf> <Deliverable 8 -

> Inner Sunset GBD - Letter to Property Owners (IS):pdf> <Deliverable 8

> - Inner Sunset GBD - Letter to Property Owners (IS).pdf>

> <G-100 SFPA GBDs OEWD contract_scope of work.pdf>

From:Thompson, Marianne (ECN)Sent:Friday, June 14, 2019 6:29 PMTo:JOHN HOOPERCc:Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)Subject:Re: Additional OEWD docs.

Thank you John.

Please let me know if you would like to meet and discuss.

Μ.

Sent from my iPhone

> On Jun 14, 2019, at 4:47 PM, JOHN HOOPER < hooparb@aol.com> wrote:

>

> Thank you, Marianne and I will review your documents next week.

>

> Sincerely,

>

> John Hooper

>

>> On Jun 14, 2019, at 3:50 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:

>>

>> Good afternoon Hooper,

>>

>> I hope that your emergency concludes safely.

>>

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>>

>> I believe that this should answer your question regarding the documents that would be available from the Park Alliance.

>>

>> I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.

P1435

>> Have a good weekend,

>> M.

>>

>> Maríanne Mazzucco Thompson

>> Office of Economic and Workforce Development City Hall, Room 448

>> 1 Dr. Carlton B. Goodlett Place

>> San Francisco, CA 94102

>> P: 415-554-6297

>> E: Marianne.Thompson@sfgov.org

>> >>

>>
>>Original Message
>> From: JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
>> Sent: Tuesday, June 11, 2019 1:22 PM
> To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org></marianne.thompson@sfgov.org>
>> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org></jonathan.goldberg@sfdpw.org>
> Subject: Thank you for helping with SOTF!
>> This message is from outside the City email system. Do not open links or attachments from untrusted sources.
>> ···
>> ···
>> Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the DEWD emails.
> I am sorry we got off to a less than optimal start after the recent SOTF hearing at which I attempted to introduce
nyself.
>>
>> My-intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy
natter, I have nothing but high regard for City employees and the important work you do.
>> However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question.
>> I look forward to working cordially with you in the future.
>> Hook for ward to working cordially with you in the future.
>> Sincerely,
>> Sincerety,
>> John Hooper
>> <deliverable -="" 5="" dolores="" gbd="" mailing="" mission="" of="" p="" package<="" petiton="" proof=""></deliverable>
>> sample.pdf> <deliverable -="" 5="" dolores="" gbd="" mission="" of="" p="" petiton<="" proof=""></deliverable>
>> Mailing Package.pdf> <deliverable -="" 1="" buena="" report.pdf="" survey="" vista=""></deliverable>
>> <deliverable (dp).pdf="" -="" 2="" feasibility="" report="" survey=""> <deliverable -<="" 3="" p=""></deliverable></deliverable>
>> Mission Dolores GBD Final Management Plan.pdf> <deliverable -<="" 4="" td=""></deliverable>
>> Mission Dolores GBD Final Engineer's Report.pdf> <deliverable 4<="" p=""></deliverable>
>> Inner Sunset GBD - Letter to Property Owners (IS).pdf> <deliverable 8<="" p=""></deliverable>
- Inner Sunset GBD - Letter to Property Owners (IS).pdf>
> <g-100 contract_scope="" gbds="" oewd="" of="" sfpa="" work.pdf=""></g-100>

.

From:	Thompson, Marianne (ECN)
Sent:	Friday, June 14, 2019 3:51 PM
То:	JOHN HOOPER
Cc:	Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)
Subject:	RE: Thank you for helping with SOTF!
Attachments:	Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package - sample.pdf;
	Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package.pdf; Deliverable 1
	 Buena Vista Survey Report.pdf; Deliverable 2 - Feasibility Survey Report (DP).pdf;
	Deliverable 3 - Mission Dolores GBD Final Management Plan.pdf; Deliverable 4 - Mission
	Dolores GBD Final Engineer's Report.pdf; Deliverable 8 - Inner Sunset GBD - Letter to
	Property Owners (IS).pdf; Deliverable 8 - Inner Sunset GBD - Letter to Property Owners
	(IS).pdf; G-100 SFPA GBDs OEWD contract scope of work.pdf

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I am attaching the final agreement with OEWD and SF Parks Alliance along with all of the deliverables, which would be the work product that would have been given to OEWD. I think that by sending this in a separate e-mail and not contained within my previous 25 responses, may create clarity around their work.

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I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.

Have a good weekend, M.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: Marianne.Thompson@sfgov.org

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However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question.

I look forward to working cordially with you in the future.

Sincerely,

John Hooper

From:Thompson, Marianne (ECN)Sent:Tuesday, June 11, 2019 9:44 AMTo:SOTF, (BOS)Subject:FW: Request for complete information re GBDs based on February 11, 2019 PRA requestAttachments:PRA request 2_11_19 re GBVGBD and MDGBD -highlighted pages

Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>



From: John C. Hooper <hooparb@aol.com>
Sent: Tuesday, May 7, 2019 9:38 AM
To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>
Subject: Request for complete information re GBDs based on February 11, 2019 PRA request

Dear Ms. Thompson:

Thank you for the documents you sent me on March 5, 2019 in response to my PRA request to OEWD et al. dated February 11, 2019. I attach a highlighed copy of my original request here for your convenience to indicate that much of the information I requested at that time has still not been provided.

I would appreciate your providing the remaining information as soon as possible.

Please let me know that you received this request.

Sincerely,

John Hooper

----Original Message----From: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> To: John C. Hooper <<u>hooparb@aol.com</u>> Sent: Tue, Mar 5, 2019 4:41 pm Subject: RE: Status of Feb 11, 2019 PRA request to OEWD re GBDs?

Dear John,

This final e-mail concludes your Sunshine Request.

Best, M

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: Marianne Thompson@sfray.org

E: Marianne.Thompson@sfgov.org



From: John C. Hooper [<u>mailto:hooparb@aol.com</u>] Sent: Tuesday, March 05, 2019 2:41 PM To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Cc: Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>> Subject: Status of Feb 11, 2019 PRA request to OEWD re GBDs?

Hi Marianne:

Following up on your note to me of last week, I have still not received any information from your office based on my February 11, 2019 PRA request. Please advise if you need anything more from me in order to fulfill this request.

Thank you, John Hooper

-----Original Message-----From: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> To: John C. Hooper <<u>hooparb@aol.com</u>> Cc: Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>> Sent: Mon, Feb 25, 2019 9:34 am Subject: RE: Re-sending PRA request

Good Morning John.

I am in receipt of your Public records Request, and shall begin retrieving the requested documents.

 ${\sf I}$ will have the completed documents to you by the end of the week. M,

Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>



From: John C. Hooper [<u>mailto:hooparb@aol.com</u>] Sent: Monday, February 25, 2019 9:29 AM To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Cc: Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>> Subject: Re-sending PRA request

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Marianne:

As 1 emailed you a couple of days ago, a Certified Mail copy of my February 11, 2019 PRA request to OEWD was returned to me as "not deliverable".

The Certified letter was addressed to: OEWD Marianne Thompson 1 Dr Carlton B Goodlett PI #448 San Francisco, CA 94102-4603

I will send another hard copy of the request to you in the same manner as soon as I have a chance. Please advise if I need to correct the address.

In the meantime, here is another copy of the PRA request attached here.

Please let me know you got this emial and the attachment.

Thanks,

John Hooper 415-626-8880

From:Thompson, Marianne (ECN)Sent:Tuesday, June 11, 2019 9:43 AMTo:SOTF, (BOS)Subject:FW: Request for complete information re GBDs based on February 11, 2019 PRA request

You were on the May 7th response.

Μ.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne,Thompson@sfgov.org</u>

🔄 🛅 🎦 san Francisco

From: Thompson, Marianne (ECN)
Sent: Tuesday, May 7, 2019 11:58 AM
To: John C. Hooper <hooparb@aol.com>
Cc: SOTF, (BOS) <sotf@sfgov.org>; Heckel, Hank (MYR) <Hank.Heckel@sfgov.org>
Subject: RE: Request for complete information re GBDs based on February 11, 2019 PRA request

Good Afternoon Mr. Hooper,

We have given you all of the documents that are responsive to your request, and do not have any more documents.

I am therefore, closing this request.

Best, Marianne

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>



From: John C. Hooper [mailto:hooparb@aol.com] Sent: Tuesday, May 07, 2019 9:38 AM To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>> Subject: Request for complete information re GBDs based on February 11, 2019 PRA request

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Dear John,

This final e-mail concludes your Sunshine Request.

Best, M.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: <u>Marianne.Thompson@sfgov.org</u>



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Marianne Mazzucco Thompson

Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: Marianne,Thompson@sfgov.org

SAN FRANCISCO

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Sent: Monday, February 25, 2019 9:29 AM
To: Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>
Cc: Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>>
Subject: Re-sending PRA request

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Hi Marianne;

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1 will send another hard copy of the request to you in the same manner as soon as I have a chance. Please advise if I need to correct the address.

In the meantime, here is another copy of the PRA request attached here.

Please let me know you got this emial and the attachment.





DEAR NEIGHBOR,

As a property owner in the Mission Dolores neighborhood, you are essential to the well-being of our community. You have the opportunity to participate in a bold, new, community-led approach to preserve and enhance our neighborhood – the Mission Dolores Green Benefit District (MDGBD). We need your support (by returning this petition) to move one step closer to making it happen.

We are a group of Mission Dolores residents and local business owners who love our community and are motived to make a difference. Our goal is to foster a cleaner, safer, and more welcoming neighborhood for all while preserving its unique character. You are invited to join our efforts.

The purpose of our proposed MDGBD is to significantly improve our neighborhood's quality of life and community engagement. This includes providing services that enhance the cleanliness of our sidewalks, safety in our streets, and frequency of community activities in addition to improving our green spaces. Our efforts to form the MDGBD are intended to generate local solutions and action at a neighborhood-scale, as well as more effectively hold the City accountable to provide the support our community needs. All MDGBD services would enhance, not replace, those already provided by the City.

The goals of the MDGBD are community driven and neighborhood focused. We aspire to improve the quality of life and engage all those who live, work, or visit the Mission Dolores neighborhood. The immediate and long-range goals of the MDGBD are to:

- Enhance the cleanliness & safety of the residential areas and commercial corridors
- Collaborate with existing neighborhood organizations and initiatives
- Increase community representation in decision-making
- Invest in parks and open spaces, beyond Dolores Park, including but not limited to Mission Pool and Playground, the Dolores and Guerrero medians, the Dolores Heights stairways, shared schoolyards, and the J-Church Muni right-of-way, to reflect neighborhood needs and priorities
- Install and maintaining new and existing trees, planters and sidewalk gardens

- Improve lighting, crosswalks and amenities to increase safety and connectivity to the parks and along transit corridors
- Support existing local businesses to sustain and grow vibrant commercial corridors
- Support the formation and activities of local safety groups
- Connect those in need to services that exist
- Showcase the local initiatives in the arts, business, and community groups
- Create a more cohesive and engaged community

Enclosed is a Summary of the Management Plan explaining how the GBD operates. This Plan was collaboratively developed by a Formation Committee representing Mission Dolores residents, local merchants, and neighborhood stakeholders. After over a year of extensive engagement – including over 30 meetings with community stakeholders, neighborhood organizations, and residents – the City has approved the required documents to initiate the MDGBD formation process.

We need your support to make the MDGBD a reality. We strongly believe in the value the MDGBD will bring to our neighborhood, and hope you will recognize its value as well. It will deliver not only much needed services and improvements to the greater Mission Dolores area, but also the long-term funding and unified political voice to act on our community's priorities and values.

Before the MDGBD goes to a ballot vote, we must receive enough support from property owners like you via this petition. Please review the enclosed materials and your property-specific petition – then **mail in your signed petition** in the enclosed self-addressed, stamped envelope no later than **Friday**, **May 3, 2019**. If you are unable to mail your petition you may scan and email your petition to <u>doloresgbd@gmail.com</u>. If petitions in support of the GBD are returned by property owners representing 30% of proposed annual assessments, the San Francisco Board of Supervisors can then initiate a district-specific ballot election to decide whether the GBD is formed.

The full MDGBD Management Plan can be found at **www.doloresgbd.org**. For more information regarding the MDGBD, or if you are unable to access the Management Plan online, please contact us.

Thank you for returning this petition and please join us if you share our love for this community, and are motivated to make a difference.

Sincerely,

Bruce Bowen, Carolyn Thomas, Claude Imbault, Conan McHugh, Hans Kolbe, Jim Chappell, Ned Moran, Sam Mogannam, & Tom Shaub The Mission Deleres GRD Formation Committee

The Mission Dolores GBD Formation Committee

MISSION DOLORES GREEN BENEFIT DISTRICT | www.doloresgbd.org

EXECUTIVE SUMMARY

If you live, work, run a business or own property in San Francisco's Mission Dolores neighborhood, you stand to benefit from the Mission Dolores Green Benefit District (GBD). The GBD does not replace City services in the areas of safety, cleaning and maintenance; instead, it supplements them, and in some cases, makes City services more responsive to the neighborhood's unique needs.

Importantly, the MDGBD will help organize and advance the community's shared interests and priorities. The MDGBD is a neighborhood-scale platform honoring the rich ethnic and cultural diversity of the community, while supporting improvements and stewardship of shared public resources. The MDGBD creates a responsive local entity (a 501(c)(3) non-profit) that advocates for beautification initiatives, supports cohesion among established groups, respects the rich diversity in the neighborhood, and empowers initiatives to increase the quality of community life.

MISSION DOLORES GBD OVERVIEW CHART

District Boundaries

The properties located within the MDGBD represent residential, commercial, public, non-profit, and academic uses. The boundaries encompass roughly 90 whole and partial blocks and one enhanced service zone in the Mission Dolores neighborhood. In general, the District is bounded by Valencia Street to the east, Duboce Street and Market Street to the north, Market Street, Sanchez Street, Prosper Street, Hartford Street, and Castro Street to the west, and 22nd Street, 21st Street, and Hill Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.

<u>MDGBD Goals</u>

The goals of the Mission Dolores GBD are to:

- Promote cleanliness and public safety in all neighborhood public spaces and business/residential corridors First and foremost, address issues with dirty sidewalks, liter, graffiti and antisocial street behaviors.
- Advocate for District Priorities Provide an organized, representative, accountable "united front" way for property owners, businesses and residents to advocate for delivery of enhanced City services and accountability within the neighborhood.
- Increase Community Engagement Create a platform that neighbors can use to promote outreach and interactions with our community within the greater Mission Dolores neighborhood and the City.
- Invest in Neighborhood Beautification Improve Mission Dolores streetscapes and open spaces while preserving its unique character through initiatives such as sidewalk greening, public art, historical markers and more.

MDGBD Services & Budget Allocation

- Cleaning, Safety & Beautification: Includes enhanced sidewalk landscaping and greenery, pedestrian safety improvements, additional lighting, additional common spaces, public art, sidewalk steam cleaning, power washing, sidewalk and curb sweeping; graffiti abatement, outreach services, and crime prevention services. (86.04%)
- Advocacy & Engagement: Includes communications and relationship building with District stakeholders and City agencies, advocacy, and neighborhood engagement. (7.66%)

• Accountability & Transparency: Includes handling of day-to-day operations, grant writing, financials, and all administrative tasks. (6.31%)

MDGBD Annual Budget

\$1,100,000 (Year 1 Total), \$1,062,250 of which comes from assessments.

<u>Governance</u>

The GBD is managed by a 501(c)3 Owners' Non-Profit Association that is designated by the City to receive and manage assessment revenue on behalf of the District. The Board of Directors is comprised of a representative mix of District property owners, residential tenants, and non-residential owners or tenants.

Method of Collecting Assessment

Each property owner is assessed based on the proportional share of benefits received from the services, activities, and improvements provided by the Mission Dolores GBD. The GBD assessment is collected semiannually on property tax bills administered by the City & County of San Francisco's Treasurer and Tax Collector. The money however does not belong to the City, it belongs to the property owners in the District. The Treasurer and Tax Collector immediately transfers the assessment payments to the designated Owners' Non-Profit Association for the District.

<u>Annual Assessments</u>

Annual assessments are determined by parcel characteristics and location within the proposed District. Assessments are calculated using lot square footage and building square footage. For a detailed explanation of the assessment rate methodology, see Appendix A: Assessment Engineer's Report, available at <u>www.doloresgbd.org</u>.

The following equation can be used to calculate a parcel's annual assessment:

(Parcel Lot Square Footage X Lot Rate)

(Building Square Footage X Building Rate)

L

Annual Parcel Assessment

Land Use	Lot SF Rate	Building SF Rate
Enhanced Service Zone:		
Commercial/Govt/Res	\$0.0815	\$0.0815
Standard Service Zone:		
Commercial/Govt/Res	\$0.0429	\$0.0429
Non-Profit/Educational	\$0.0214	\$0.0214

Potential Annual Increase in Assessments

Annual assessment rates for years 2-10 can only increase by a maximum of the percentage increase in the Bay Area consumer price index (CPI), or 3%, <u>whichever figure is less</u>. Decisions on any increase must be made by the elected Board of Directors of the District.

<u>City Services</u>

The City & County of San Francisco will continue to provide baseline services throughout the term of the District. Per state and local law, the services and improvements provided by the MDGBD can only <u>supplement</u> those currently provided by the City & County of San Francisco. This Management Plan contains a list of services currently provided by the City (please refer to Appendix C: Base Level of City Services that cannot be decreased due to the formation of the District).

Process for District Formation

A GBD requires property owner approval through a two-step voting process in which the votes are weighted according to the proportional financial obligation of each affected property. The voting process is as follows:

- A Petition, signed by property owners who will pay 30% or more of the total assessment.
- Mailing of ballots to all property owners. If property owners who will pay more than 50% vote in support of the GBD, the Board of Supervisors issues a resolution to establish the GBD.

<u>Term</u>

The proposed term of the MDGBD is 10 years, FY 2019/20 to FY 2029/30.

Legal Authority

GBDs are authorized by the state Property and Business Improvement District Law of 1994 (California Streets and Highways Code §§36600 et seq., or the "1994 Act") as augmented by Article 15A of the San Francisco's Business and Tax Regulations Code.

<u>Disestablishment</u>

Each year the GBD is in operation, there is a 30-day period during which District property owners may request disestablishment of the GBD. This 30-day period begins each year on the anniversary of the date the GBD was established. If, within that 30-day period, a written petition is submitted by the owners of real property who pay 50% or more of the assessments levied, the San Francisco Board of Supervisors shall convene a hearing on whether to disestablish the District. A majority of the Board of Supervisors may initiate disestablishment at any time based on misappropriation of funds, malfeasance, or violation of law in connection with management of the District. A supermajority of the Board of Supervisors may initiate disestablishment proceedings for any reason, except where there are outstanding, financing, leases, or similar obligations of the City payable from or secured by assessments levied within the GBD.

PETITION TO THE SAN FRANCISCO BOARD OF SUPERVISORS TO ESTABLISH THE MISSION DOLORES GREEN BENEFIT DISTRICT

- 1. We are the owner(s) of property, or are authorized to represent the owners(s), within the proposed special assessment district to be named the "MISSION DOLORES GREEN BENEFIT DISTRICT" (hereafter "Mission Dolores GBD" or "District"), the boundaries of which are shown on the attached map and in the Management Plan for the Mission Dolores GBD* (hereafter "Plan").
- 2. We are or represent the persons and/or entities that would be obligated to pay the special assessments for the services, improvements and activities as described in the Plan. If the proposed District is established by the Board of Supervisors following the ballot election and public hearing, assessments would be collected for the first 10 years (July 1, 2019 June 30, 2030). Expenditure of those collected assessments can continue for up to 6 months after the end of the assessment collection period (December 31, 2030), at which point the District would terminate if not renewed.
- 3. We petition the Board of Supervisors to initiate special assessment district proceedings in accordance with applicable state and local laws (California Streets and Highways Code Sections 36600 *et seq.* "Property and Business Improvement District Law of 1994" as augmented by the City and County of San Francisco Business and Tax Regulation Code Article 15A "Public Realm Landscaping, Improvement and Maintenance Assessment Districts ('Green Benefit Districts').
- 4. We understand that upon receipt of this petition signed by property owners (or authorized representative of property owners) who will pay more than thirty percent (30%) or more of the proposed assessments, the Board of Supervisors may initiate proceedings to form the District. These proceedings will include balloting of property owners under which a majority of weighted property owners who return a ballot may authorize the Board of Supervisors to form the District. This petition does not represent a final decision.

Legal Owner: APN:	Parcel Address (if known)	Parcel Assessment	Parcel %
		· \$	%
		Total \$	Total %

 \square Yes, I petition the Board of Supervisors to initiate special assessment proceedings.

 \square No, 1 do not petition the Board of Supervisors to initiate special assessment proceedings.

Signature of Owner or Authorized Representative	Date	
Print Name of Owner or Authorized Representative	Contact Phone or Email	

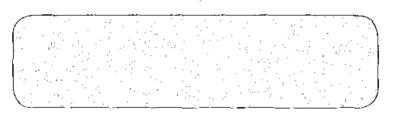
PLEASE RETURN BY MAY 3, 2019 TO:

San Francisco Parks Alliance, ATTN: Julia Ayeni, 1663 Mission Street, Suite 320, San Francisco, CA 94103 The Mission Dolores Green Benefit District Management Plan & Engineer's Report can be found online at <u>www.doloresgbd.org</u>. For more information regarding formation of the Mission Dolores GBD, please contact Julia Ayeni (juliaayeni@sfparksalliance.org, 415-906-6235).



OUR CITY, OUR PARKS. 1663 Mission St., Ste. 320 San Francisco CA 94103-2486

Great news about parks and open spaces: PETITION ENCLOSED!



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Greater Buena Vista Green Benefit District (GBD) SURVEY SUMMARY REPORT

November 2018

This summary report was prepared by the San Francisco Parks Alliance: Place Lab, in collaboration with the Greater Buena Vista GBD Steering Committee.

EXECUTIVE SUMMARY

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EXECUTIVE SUMMARY

Between September 2017 and July 2018, a group of residents in the Greater Buena Vista neighborhood - or Steering Committee - circulated an online survey to over 3,100 property owners in the area. 620 unique responses were received, 559 of which were from the study area.

The survey asked respondents to identify their priorities for parks and open spaces services and improvements, above and beyond the City baseline. It is part of an outreach effort to explore whether and where there is community interest in forming a Green Benefit District (GBD).

The process for forming a GBD involves multiple phases, including a petition and special ballot with extensive community engagement throughout. The survey is just the starting point. Results from the survey provide insight into parks and open space use, needs and priorities, and willingness to pay an annual assessment for a GBD, if formed.

There appears to be interest in additional services and improvements for neighborhood parks and open spaces. However, there is low support for the GBD concept in the Greater Buena Vista neighborhood. As such, the Steering Committee will not move forward with GBD formation at this time, but will seek to advance neighborhood open space priorities in other ways.

TABLE OF CONTENTS

ABOUT THE SURVEY	1
ABOUT SURVEY RESPONDENTS	7
DETAILED ANALYSIS	14
NEXT STEPS	23

P1457

ABOUT THE SURVEY

DESIGN & DISTRIBUTION

DESIGN

The Steering Committee, a group of residents from the Greater Buena Vista neighborhood, designed the survey questionnaire with inputs from San Francisco Public Works. It circulated the survey in the study area between September 2017 and July 2018 using a variety of methods, described to the right.

DISTRIBUTION

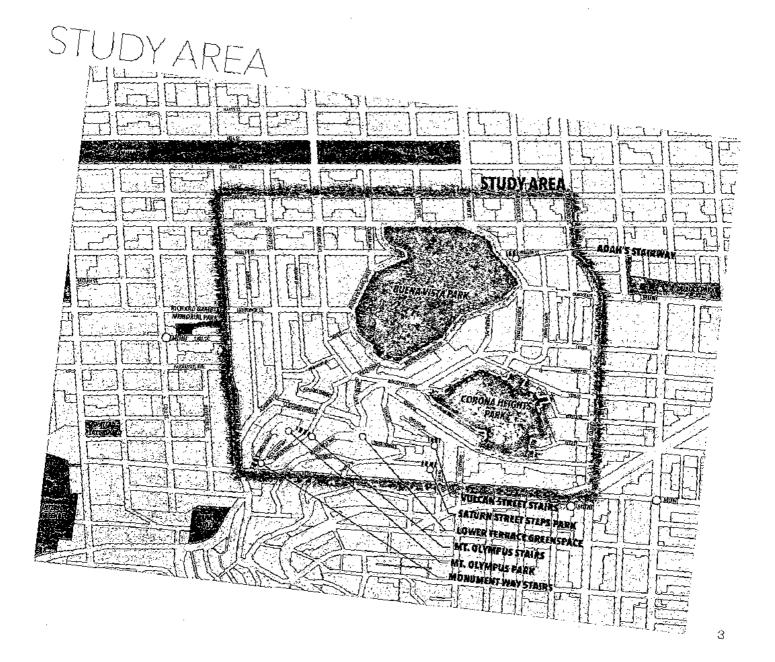
Postcard with survey 'ink mailed to every parcel address in study area using the City Assessor's records in Sectember 2017 and again in April 2018

Announcements on various email lists and networks, including HAIA, HANC & CVIA.

Posts on social media, including Next Door, Facebook, and Hoodline.

Meetings or discussions with personal and neighborhood associations and groups.

Outreach in open spaces and door-to-door outreach



STUDY AREA

TOTAL PARCELS

2,093 parcels

- 95% residential
- 2% commercial
- 3% other

(Parcel data from Chyl& County of San Francisco) (Land Use Designation: Resident "RESIDENT" or "MIXRSS" Commercial - "MIPS", "RETAL/ENT", "MIXED", "PDR" Other - "VACANT", "CIET, "VISITOR", "MED", "DPEN SPACE")

LAND AREA

275 Acres

POPULATION

12,380 Residents*

5,383 Residential Units

("City of San Francisco standard assessment of 2.3 people per residential unit) (Parcei data from City & County of San Francisco)

OPEN SPACE DENSITY PER RESIDENT

Avg. of 187 sq. ft. of park space per study area resident (Size of a single parking space) (Total Study Area open space / estimated residents)

NEIGHBORHOOD CHARACTER / ZONING

- Low & Moderate Density Mixed Residential
- Neighborhood Commercial
- Open Spaces
- Parking

CENSUS DATA (HAIGHT / BUENA VISTA AREA)

4

Median Age - 34 Male - 50.8 % Female - 49.2 % 29% Owner occupied housing units

71% Renter occupied housing units

13% of population ages 0-19 (United States Consus Bureau 2010 - Fact Finder Zip Code 94117)

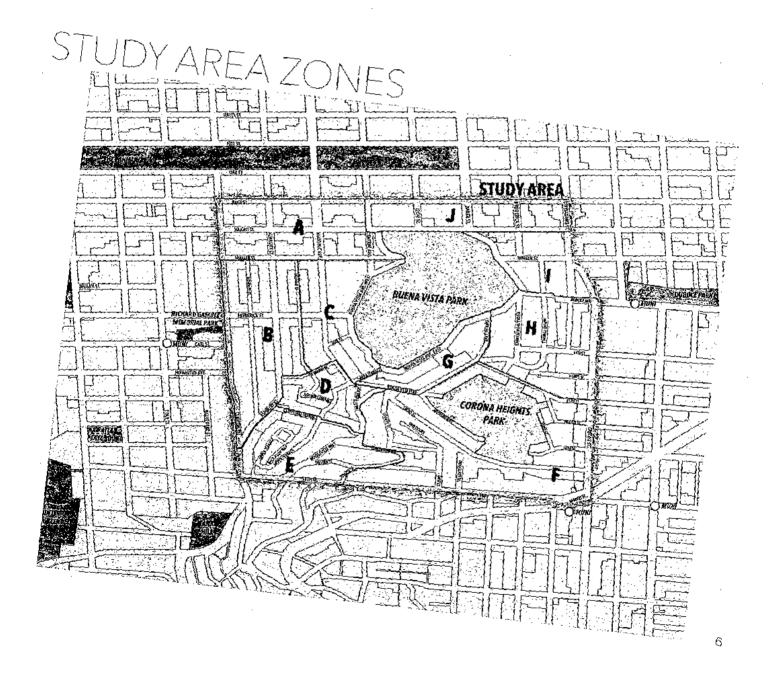
STUDY AREA ZONES

We broke the Study Area into 10 zones to help understand the survey results in greater detail.

These zones were created by using geographical boundaries within the study area including parks and topography as well as arterial roads that designate neighborhoods throughout the Greater Buena Vista area.

The chart shows the number of parcels within each zone. The study area contains a total of 2,093 individual parcels.

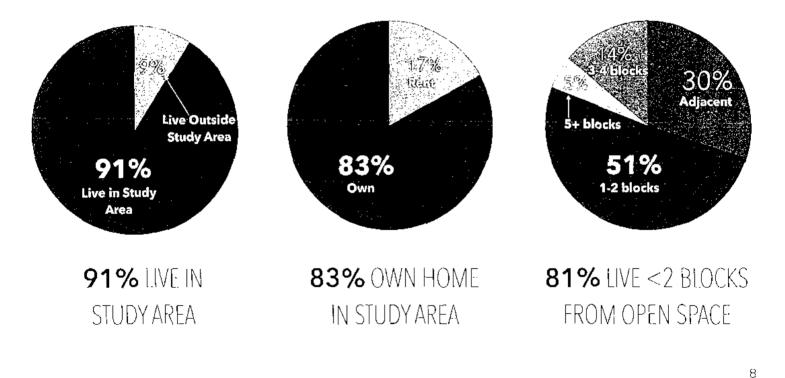
ZONE	PARCELS
А	190
В	333
C	188
D	156
E	231
F	450
G	65
Н	242
[118
J	120
Totals	2,093



ABOUT THE RESPONDENTS

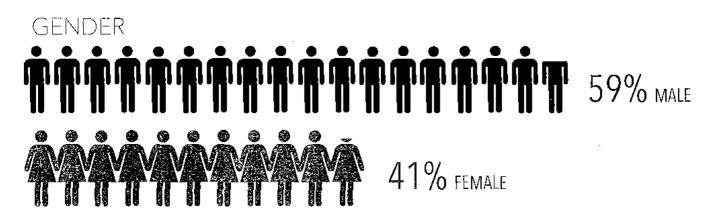
SURVEY RESPONDENTS

A majority of survey respondents live in the study area. Responses from outside the survey area are excluded from this analysis. Of the 559 respondents from the study area, a majority own their home and live less than 2 blocks from a neighborhood park or open space.



SURVEY RESPONDENTS

While the survey did not require respondents to indicate gender and age, 296 respondents elected to identify their gender and 254 respondents their age. Most respondents were male and over 50 years old.



AVERAGE AGE 54 E) 34 70 9

PARKS & OPEN SPACE USERS

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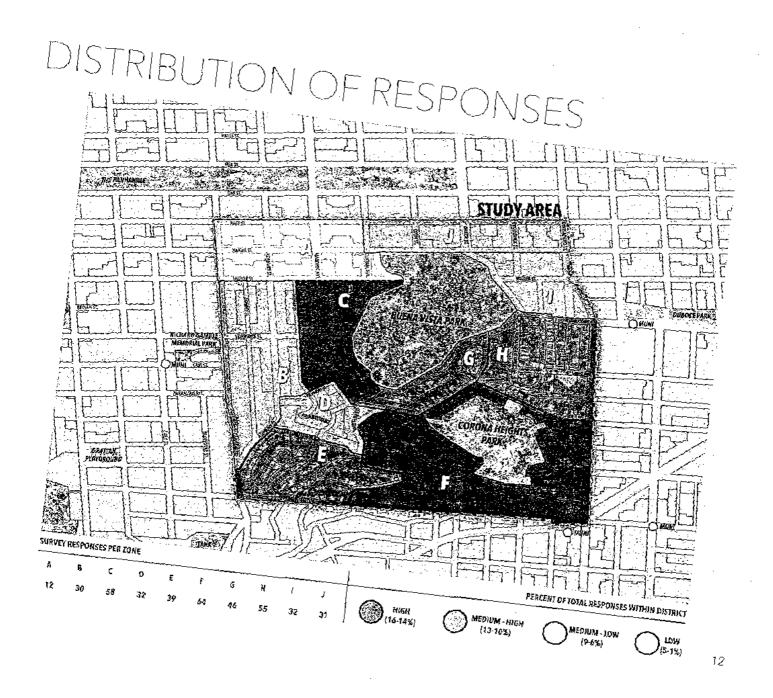
Survey respondents were asked about who in their household uses neighborhood parks and open spaces. Households with 1-2 adults, 0 kids and 0 dogs are the most frequent users.

	89%	10%	1%
	1-2 ADULTS	3-5 ADULTS	6+ ADULTS
î	78%	21%	1%
	0 kids	1-3 KIDS	4+ KIDS
	60%	37%	3%
	0 DOGS	1-2 dogs	3+ DOGS

DISTRIBUTION OF RESPONSES

Of the 559 unique survey respondents in the study area, two-thirds or 399 respondents provided either their exact location or cross streets. When mapped by zone, it is clear that the majority of survey responses come from Zones C, F and H. Using the number of parcels per zone as a proxy for volume, the highest rate of responses appear in Zone G.

ZONE	RESPONSES	% TOTAL SURVEY RESPONSES	PARCELS	RESPONSE
A	12	3%	190	6%
В	30	8%	333	9%
С	58	15%	188	31%
D	32	8%	156	21%
E	39	10%	231	17%
F	64	16%	450	14%
G	46	12%	65	71%
Н	55	13%	242	23%
]	32	8%	1 1 8	27%
J	31	7%	120	26%
Totals	399	100%	2,093	



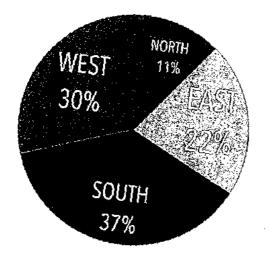
P1459

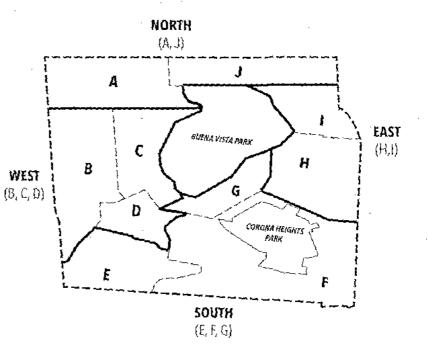
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DISTRIBUTION OF RESPONSES

Zone C and F had some of the highest concentrations of respondents who identified their address or cross street.

Geographically, the southern and western neighborhoods surrounding Buena Vista Park were among those who had the highest rate of responses.



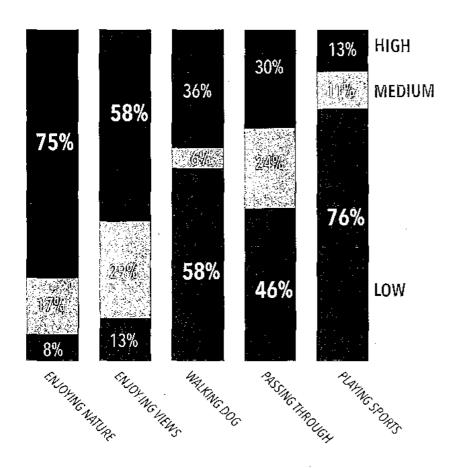


DETAILED ANALYSIS

14

.

REASONS FOR OPEN SPACE USES



Respondents were asked to indicate their top reasons for using parks and open spaces. They were given 5 rank options (Top Reason, Next Reason, 2nd Next Reason, 3rd Next Reason, Last Reason). The chart to the left synthesizes these ranks into 3 priority categories (High, Medium, Low).

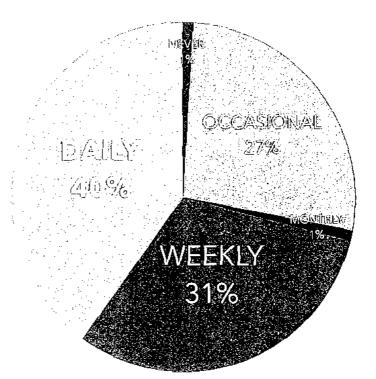
A majority of respondents use their neighborhood open spaces for enjoying nature and views.

High= Top Reason & Next Reason Med = 2nd Next Reason Low = 3rd Next Reason & Last Reason

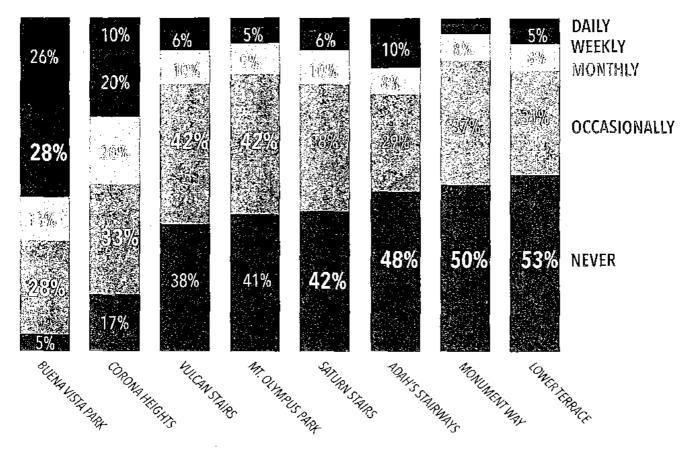
FREQUENCY OF USE - NEAREST OPEN SPACE

Of survey respondents living in the study area, a majority use the parks and open spaces nearest to their residence every day rather than visiting a specific destination.

The chart on the following page shows frequency of use by specific parks and open spaces.



FREQUENCY OF USE - SPECIFIC OPEN SPACE



PRIORITIES: INFRASTRUCTURE

The chart below indicates percent of respondents that feit the following infrastructure improvements should be a high, medium or low priority. Respondents were given 5 rank options (High:Top Reason, Next Reason, Medium: 2nd Next Reason, Low: 3rd Next Reason, Last Reason).

INFRASTRUCTURE	HIGH	MEDIUM	LOW
Pathways	67%	16%	17%
Landscaping & Trees	69 %	15%	16%
Recreation Equipment	24%	26%	50%
Signage	12%	15%	73%
Perimeter Lights	36%	20%	44%

PRIORITIES: SERVICES

The chart below indicates percent of respondents that felt the following services should be a high, medium or low priority. Respondents were given 5 rank options (High:Top Reason, Next Reason, Medium: 2nd Next Reason, Low: 3rd Next Reason, Last Reason).

SERVICE	HIGH	MEDIUM	LOW
Enhanced Maintenance	77%	13%	10%
Security	71%	17%	12%
Garbage Services	42%	40%	18%
Programming	12%	14%	74%
Other	9%	18%	73%



P1477

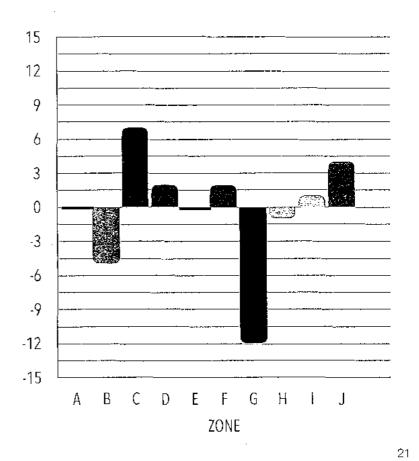
WILLINGNESS TO SUPPORT

Willingness to Support

Of the 258 survey respondents who gave their exact address, Zone C had the most positive responses in favor of GBD formation while neighboring Zone G had the highest responses against.

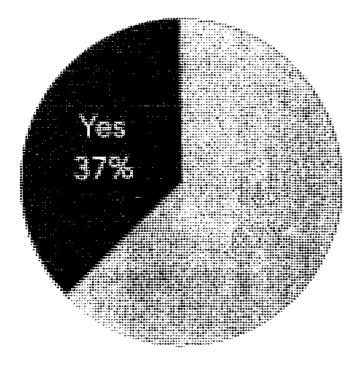
The bar graph shows the total value of a zone's willingness to pay an assessment. The value is taken as the difference between the number of "no" and a "yes" respondents within an zone.

----- Neutral



SUPPORT FOR GBD

A majority of survey respondents indicated that they would <u>not</u> be willing to pay an assessment for additional services and improvements. Many of them felt that the City should increase its budget to provide these additional services and improvements.



If YES, willingness to pay:

	-
70%	\$150 - \$250
13%	\$250 - \$375
11%	\$375 - \$500
	+

6% \$500+

If NO, reasons why:

- 42% City should increase budget 18% Limited household income
- 10% Parks are not a priority

NEXT STEPS

NEXT STEPS

1) Survey Report-Back and Next Steps Meeting: January 2019

2) All interested in helping develop a fundraising strategy for Buena Vista Park sign up at the link below.

- 3) BVNA leaders and GBD leaders should meet to:
 - a) Create a fundraising committee
 - b) Discuss and develop a timeline to strengthen BVNA
- 4) Announce formation of Fundraising Committee and regular meeting dates in early 2019
- 5) Hold first Fundraising committee meeting in Spring 2019

For full survey, please see Appendix A on Greater Buena Vista GBD website: http://www.gbvgbd.org/survey/

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall be defined as follows:

I. PROJECT DEFINITIONS

APN -- Assessor's Parcel Number

GBD – Green Benefit District

City – City and County of San Francisco

City's Team -

Christopher Corgas, Senior Program Manager, OEWD Jonathan Goldberg, Program Manager, Public Works Helen Mar, Project Specialist, OEWD

District Supervisor – Supervisor on the City and County of San Francisco Board of Supervisors, representing District 8

FPS – GBD Feasibility Phase Survey

Grantee – San Francisco Parks Alliance

Grantee's Team -

Brooke Ray Rivera, San Francisco Parks Alliance Julia Ayeni, San Francisco Parks Alliance Madeline Porter, San Francisco Parks Alliance Drew Becher, CEO, San Francisco Parks Alliance

Inner Sunset GBD -- a proposed GBD in San Francisco Supervisorial District 5

MOU - Memorandum of Understanding

OEWD – Office of Economic and Workforce Development, a department of the City.

Project Area A – Neighborhood surrounding Buena Vista Park

Project Area B – Neighborhood surrounding Dolores Park.

PW – Department of Public Works, a department of the City.

Steering Committee – A committee that will work with Grantee to determine the feasibility of GBD formation or expansion

II. DESCRIPTION OF SERVICES

A Green Benefit District is a public/private partnership in which property owners choose to make a collective contribution to the maintenance, development and promotion of their neighborhoods and public realm assets through a special assessment of their properties.

GBDs represent a long-term financial commitment; therefore the formations or expansions of GBDs require the support of property owners in the district. GBDs are formed or expanded when there is widespread support among property owners who are fully informed about the proposed district.

The intent of this Agreement is to determine the level of support for the formation of a two new GBDs, one in the area surrounding Buena Vista Park and one in the area surrounding Dolores Park. This determination of support is referred to as the GBD Feasibility Phase.

III. TASKS AND DELIVERABLES FOR PROJECT

Task 1. Project Area A Survey Report

- Grantee shall prepare a final survey report for Project Area A and send to City's Team.
- Final survey report shall contain:
 - o Number of survey respondents
 - Survey respondents broken down between property owners, businesses, renters, and other (as needed) stakeholder organizations or groups
 - Break down of responses to each question by all respondents and subcategorized by how property owners, businesses, renters, and others (as needed stakeholder organizations or groups) respond
 - o Appropriate charts, graphs, and tables to facilitate data understanding
 - o A conclusion on whether or not the GBD project should continue in Project Area A

Task 1 Deliverables

A. Greater Buena Vista GBD Survey Report

Task 2. Project Area B Survey Report

- Grantee shall prepare a final survey report for Project Area B and send to City's Team.
- Final survey report shall contain:
 - Number of survey respondents
 - Survey respondents broken down between property owners, businesses, renters, and other (as needed) stakeholder organizations or groups
 - Break down of responses to each question by all respondents and subcategorized by how property owners, businesses, renters, and others (as needed stakeholder organizations or groups) respond
 - o Appropriate charts, graphs, and tables to facilitate data understanding
 - o A conclusion on whether or not the GBD project should continue in Project Area B

Task 2 Deliverables

B. Dolores Park GBD Survey Report

Task 3. Final Management Plan

- Grantee shall submit a final Management District Plan (management plan) for Project Area B to City's Team
- Management District Plan shall meet all requirements under pertinent state and local statutes

- Management District Plan shall be approved by the Project Area B steering committee
- Management District Plan shall be approved by the Green Benefit District Program Manager and City Attorney

Task 3 Deliverables

C. Final Management District Plan

Task 4. Final Engineer's Report

- Grantee shall submit a final engineer's report for Project Area B to City's Team
- Engineer's Report shall incct all requirements under pertinent state and local statutes
- Engineer's Report shall have been approved by the Project Area B steering committee
- · Engineer's Report shall be approved by Green Benefit District Program Manager and City Attorney

Task 4 Deliverables

D. Final Engineer's Report for Project Area B

Task 5. Petition Mailing

• Grantee shall mail petitions and all related documents, via United States Postal Service, to initiate a special assessment election

Task 5 Deliverables

E. Proof of petition mailing package (receipt from United States Postal Service)

Task 6. Assessment Database

- Grantee shall provide Green Benefit District Program Manager a final assessment database indicating the following for each property:
 - o APN
 - o SITUS
 - o Property Owner Name
 - Mailing Address
 - o Mailing City
 - o Mailing State
 - o Mailing Zip Code
 - o Necessary parcel characteristic information to determine individual assessment
 - Assessment for each parcel
 - o Percentage of total assessment budget that each individual parcel is

Task 6 Deliverables

F.Final Assessment Database for Project Area B

P1484

Task 7. Ballot Materials

- Grantee shall provide all necessary ballot materials to the Green Benefit District Program Manager and City's Team, which shall include
 - o Mailing database
 - o Ballot cover letter from Project Area B steering committee
 - USBs or CDs containing the Management District Plan, Management District Plan Summary, Engineer's Report, and cover letter for Project Area B in PDF format
 - Grantee shall provide City's Team with USBs or CDs 50% in excess of the amount of parcels in the district
 - For example, if the GBD has 1,000 unique parcels grantee shall provide 1,500 USBs or CDs containing the aforementioned information to City's Team

Task 7 Deliverables

- G. All three ballot materials submitted to City's Team
 - a. For the USBs or CDs a letter of receipt from City's Team will suffice

Task 8, Closure

- Grantee shall be responsible for close out procedures in the Inner Sunset GBD area
- Grantee shall be responsible for close out procedures in Project Area A and B, if respective steering committee determines it is not feasible to move forward with the project either after surveying or completion of a final Management Plan and Engineer's Report
- Close out responsibilities shall include:
 - Email communications to GBD supporters and stakeholders indicating the status of the project and why it will no longer be actively pursued
 - An online survey to gauge whether or not the community at large would be interested in pursuing another GBD in the future
 - Survey may include additional questions that steering committee deems necessary
 - o Updating the GBD website to inform the community of the status change
 - o A direct mailing to property owners indicating the change in status of the potential GBD
 - o Advising the steering committee and its leadership team on any next steps

Task 8 Deliverables

- H. Letter to Inner Sunset GBD property owners and stakeholders
- I. Letter to Project Area A property owners and stakeholders
- J. Letter to Project Area B property owners and stakeholders

Dear Inner Sunset Property Owners,

Who We Are: A large group of Inner Sunset residents who have been volunteering for neighborhood improvements since the 1980s. We've worked to underground overhead wires, created the Inner Sunset Farmers' Market, advocated for improvements to the edge of Golden Gate Park along Lincoln Way, and pushed for a better gateway to our neighborhood and the park at 9th Avenue and Lincoln Way.

What We're About: The inner Sunset is a great place to live, work and play. Many of us have made a huge investment in our homes and the neighborhood - by supporting local businesses, beautifying our sidewalks, raising our children here, participating in cleanup and improvement projects and looking after our neighbors. We are committed to making this neighborhood cleaner, safer and more liveable.

Why We're Reaching Out: We spent the last year engaging over 200 neighbors to develop project ideas, foster accountability for city services, and explore a potential platform for neighborhood advocacy and funding via a Green Benefit District (GBD).

For a number of reasons, we have decided to end the Inner Sunset GBD formation effort. But we are not giving up on the idea that most people in this neighborhood share our desire to have a stronger voice at City Hall and retain our unique Inner Sunset character in the tide of citywide change. Many well-organized neighborhoods in San Francisco are seeing improvements in their commercial areas, newly renovated parks and more attention to the needs of homeless. We want the Inner Sunset to be one of those neighborhoods.

Call to Action: The Inner Sunset **needs neighbors like you** to look at some of the ideas that have surfaced over the years and think about which ones mean a lot to you and how you see yourself getting involved in making the idea a reality. Our neighborhood needs new perspectives and volunteers make things happen! We hope you'll join us.

Please take a few minutes to take a short survey at <u>www.inner-sunset.org/survey</u>. The survey responses will tell us where there is active support for these projects. We plan to convene a community forum early next year for continued discussion. Our hope is to get some of these projects rolling so that the lnner Sunset can tap into upcoming opportunities around the upcoming 150th Golden Gate Park Anniversary in 2020.

Thank you for caring about the Inner Sunset and for sharing your ideas about how to make it a better place.

Craig Dawson (Board Member, Inner Sunset Park Neighbors and Inner Sunset Merchants Association) Andrea Jadwin (Past President, Inner Sunset Park Neighbors) Ike Kwon (COO, California Academy of Sciences) Al Minvielle (Past President, Inner Sunset Park Neighbors) Naomi Porat (Inner Sunset Resident)

1032 Irving Street, #5 ph Age Francisco, CA 94122

INNER SUNSET PARK NEIGHBORS

Leger, Cheryl (BOS)

From:	Thompson, Marianne (ECN)
Sent:	Friday, June 14, 2019 3:51 PM
То:	JOHN HOOPER
Cc;	Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)
Subject:	RE: Thank you for helping with SOTF!
Attachments:	Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package - sample.pdf;
	Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package.pdf; Deliverable 1
	- Buena Vista Survey Report pdf; Deliverable 2 - Feasibility Survey Report (DP).pdf;
	Deliverable 3 - Mission Dolores GBD Final Management Plan.pdf; Deliverable 4 - Mission
	Dolores GBD Final Engineer's Report.pdf; Deliverable 8 - Inner Sunset GBD - Letter to
	Property Owners (IS).pdf; Deliverable 8 - Inner Sunset GBD - Letter to Property Owners

(IS).pdf; G-100 SFPA GBDs OEWD contract_scope of work.pdf

Good afternoon Hooper,

I hope that your emergency concludes safely.

I am attaching the final agreement with OEWD and SF Parks Alliance along with all of the deliverables, which would be the work product that would have been given to OEWD. I think that by sending this in a separate e-mail and not contained within my previous 25 responses, may create clarity around their work.

I believe that this should answer your question regarding the documents that would be available from the Park Alliance.

I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.

Have a good weekend, M.

Marianne Mazzucco Thompson Office of Economic and Workforce Development City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 P: 415-554-6297 E: Marianne.Thompson@sfgov.org

----Original Message-----From: JOHN HOOPER <hooparb@aol.com> Sent: Tuesday, June 11, 2019 1:22 PM To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org> Subject: Thank you for helping with SOTF!

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the OEWD emails.

I am sorry we got off to a less than optimal start after the recent SOTE hearing at which I attempted to introduce myself.

My intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy matter, I have nothing but high regard for City employees and the important work you do.

However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question.

Hook forward to working cordially with you in the future.

Sincerely,

John Hooper

MISSION DOLORES GREEN BENEFIT DISTRICT MANAGEMENT PLAN

April 2019

Prepared for the Mission Dolores GBD Formation Committee by the San Francisco Parks Alliance Assessment Engineering by KLI Finance, Inc.

Prepared pursuant to the State of California Property and Business Improvement District Law of 1994 as amended and augmented by Article 15A of the San Francisco Business and Tax Regulations Code and Article XIIID of the California Constitution to create a property-based business improvement district.

TABLE OF CONTENTS

- I.	EXECUTIV	/E SUMMARY	1
1].	ABOUT		6
	A. WI	hat is a GBD?	
	B. WI	hy Create the Mission Dolores GBD?	
	Ċ. Ho	w was the MDGBD Management Plan Developed?	
		DGBD Boundaries	
111.	SERVICES	ACTIVITIES & IMPROVEMENTS	11
		rvice Plan	
		strict Budget	
		dget Management Guidelines	
		intinuation of Base Level of City Services	
		······································	
IV.	ASSESSME	NT METHODOLOGY	.18
	A. Ba	sis of Assessment	
	B. Ge	neral Benefit vs. Special Benefit	
	C. Sp	ecial Benefit Factors	
	D. Ca	lculation of Assessments	
	E. As	sessment Adjustments	
	F. Spi	ecial Property Use Considerations	
	G. Sai	mple Parcel Assessments	
	H, Dis	strict Term	
V.	GOVERNA	ANCE	.22
		ard of Directors Responsibilities	
		e & Composition	
		lection Process	
		rms & Conditions	
	E, Ru	lles & Regulations	
		blic Access & Transparency	
	G. Co	nflict of Interest Policy	
VI.	IMPLEMEN	TATION TIMELINE	25
APPEN	DICES		
А,	Engineer's	Report	
В.	Assessmer	•	
C.		of City Services	
D.		y Engagement Process	
E.		blores GBD Survey Report	
		•	

II .

Dear Neighbors,

Do you love our neighborhood but find yourself wanting to improve it? Do you want a more predictable, sustainable, transparent & responsive way to make things better?

A group of Mission Dolores neighbors and business owners, answered "yes" to both questions. We started a conversation about the unique neighborhood we live in and cherish; and formed a committee to formally gauge the concerns of our community and explore solutions.

We believe we can make our community more welcoming for all while preserving its unique character by creating a Green Benefit District. A "Green Benefit District" (GBD) provides a predictable, sustainable, transparent, accountable and responsive approach that improves the quality of life in our beautiful, special neighborhood.

The Management Plan presents the results of our work to date. It describes the services and funding for a Mission Dolores GBD ("MDGBD"). The plan was developed following a series of public meetings and an extensive survey of Mission Dolores residents, property owners and local businesses. It includes a proposed budget with estimated costs for implementing and running the MDGBD.

The overriding vision has been to build an organization with direct accountability to its constituents, and addresses the priorities identified by the survey and other inputs – an organization that fosters community, organizes and acts to improve the safety, cleanliness, enjoyability and beauty of the public realm, with a unified voice to advocate for our unique community needs at City Hall.

What can I do to help?

First, please read through the Management Plan, ask questions and give us your feedback. More detailed information about our efforts and the survey results are on our site <u>www.doloresgbd.org</u>. Please contact us for more information or to get involved. Most importantly, if you believe in the approach presented here, then talk about it with your neighbors. This is a community-based initiative and we want more people to be involved and engaged in the process.

The next outreach to the entire community will be a formal Petition to be voted on by all area property owners in March 2019. The Petition will determine if we can proceed to the next step. We need your YES vote to continue. Are you satisfied with the way things are? If not, please take read this plan, ask questions, and help us create a Mission Dolores Green Benefit District.

Sincerely,

Bruce Bowen, Carolyn Thomas, Conan McHugh, Hans Kolbe, Jim Chappell, Ned Moran, Robert Brust, Sam Mogannam, and Tom Shaub

MDGBD Formation Committee

I. Executive Summary

The Mission Dolores Green Benefit District (MDGBD) is an innovative way for neighbors to directly invest in the enhancement of their neighborhood. As a special assessment district authorized by state and local law (California Streets and Highways Code Sec. 36600 *et. seq.*, the "Property and Business Improvement District Law of 1994 as amended," and Article 15A of the San Francisco Business and Tax Regulations Code), a GBD can fund a wide range of enhanced maintenance and capital improvements for Mission Dolores public spaces. These services and enhancements go above & beyond the City's existing baseline services and do not serve as a redundant or replacement source of funds.

Importantly, the MDGBD organize and advance the community's shared interests and priorities. The MDGBD is a neighborhood-scale platform honoring the rich ethic and cultural diversity of the community, while supporting improvements and stewardship of shared public resources. The MDGBD creates a responsive local entity that advocates for beautification initiatives, augments community among established groups, respects the rich diversity in the neighborhood, and empowers initiatives to increase the quality of community life.

In April 2018, a group of stakeholders representing Mission Dolores residents, merchants, and neighborhood stakeholders convened to explore options to identify and support desired improvements in the community. The result was a decision to organize a Formation Committee and move forward with a community-based Green Benefit District. The MDGBD Formation Committee, in partnership with the San Francisco Parks Alliance (a 501(c)3 non-profit), led a robust year-long and participatory community engagement process, culminating in the co-creation of this GBD Management Plan.

The mission of the MDGBD is to improve the overall quality of life in Mission Dolores while preserving its unique character, through neighborhood improvements, community engagement, and enhanced stewardship of the public realm.

The MDGBD commits to ensure the programs provided will reflect the diversity of the area, engaging all residents and stakeholders, to foster opportunities to all those who reside here.

The immediate actions and long-range goals of the Mission Dolores GBD are to:

- Enhance the cleanliness of the residential areas and commercial corridors
- Collaborate with existing neighborhood initiatives to create detailed action plans in the respective locations
- Create a more cohesive and engaged community.
- Include community representatives in decision-making
- Invest in parks and open spaces, beyond Dolores Park, including but not limited to Mission Pool and Playground, the Dolores and Guerrero medians, the Dolores Heights stairways, and the J-Church Muni right-of-way, to reflect neighborhood needs and priorities
- Install and maintain new and existing trees, planters and sidewalk gardens
- Improve lighting, crosswalks and amenities to increase safety and connectivity to the parks and along transit corridors
- Support existing local businesses to sustain and grow vibrant commercial corridors.
- Support the formation and activities of local safety groups.
- Organize showcasing of local initiatives in the arts, business, and community groups

Additionally, the MDGBD values and commits to: engage local entities to provide services when required; provide meeting space for local non-profits if space is available; ensure local residents are aware of economic and arts-based opportunities; bridge gaps across groups, and enhance community connections.

As described herein, the MDGBD will fund the following programs above and beyond those currently provided by the City & County of San Francisco: Cleaning, Safety & Beautification; Advocacy & Engagement; and Accountability & Transparency programs. The Management Plan will in effect be the "constitution" of the District.

Location	The properties located within the MDGBD represent residential, commercial, public, non-profit, and academic uses. The boundaries encompass roughly 90 whole and partial blocks and one enhanced service zone in the Mission Dolores neighborhood. In general, the District is bounded by Valencia Street to the east, Duboce Street and Market Street to the north, Market Street, Sanchez Street, Prosper Street, Hartford Street, and Castro Street to the west, and 22 nd Street, 21 st Street, and Hill Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.
Improvements & Activities	Cleaning, Safety & Beautification: includes enhanced sidewalk landscaping and greenery, pedestrian safety improvements, additional lighting, additional common spaces, public art, sidewalk steam cleaning/power washing, sidewalk/curb sweeping, graffiti abatement, outreach services, and crime prevention services.
	The Cleaning, Safety & Beautification Program will apply throughout the Standard Service Zone as well as the Enhanced Service Zone, with the Enhanced Service Zone parcels receiving a higher frequency and concentration of these activities.
	Advocacy & Engagement: includes communications and relationship building with District stakeholders and City agencies, advocacy, and neighborhood engagement.
	Accountability & Transparency: includes handling of day-to-day operations, grant writing, financials, and all administrative tasks.
Method of Financing	Levy of assessments upon real property that benefits from GBD services, activities, and improvements.

DISTRICT OVERVIEW

Budget	 Total District expenditures for its first year of operations are \$1,110,000. 86.04% Cleaning, Safety, & Beautification (\$955,000) 7.66% Advocacy & Engagement (\$85,000) 6.31% Accountability & Transparency (\$70,000) Proposed District revenues are \$1,110,000. 95.7% Special Benefit Assessment Revenues (\$1,062,250) 4.3% Other Sources (\$47,750)
Governance	The GBD is managed by a 501(c)3 Owners' Non-Profit Association that is designated by the City to receive and manage assessment revenue on behalf of the District. The Board of Directors is comprised of a representative mix of District property owners, residential tenants, and non-residential owners or tenants.
Method of Collecting Assessment	 Each property owner is assessed based on the proportional share of special benefits received from the services, activities, and improvements provided by the Mission Dolores GBD. The budget showing that 95.7% of funds are raised through assessments is based on the Assessment Engineer's quantification of special benefits received from proposed services that are particular and distinct to assessed property owners. The remaining 4.3% will not be collected through assessments because that portion reflects the degree to which the district will provide general benefits. General Benefit is benefit to the <i>public at large</i> resulting from any GBD services, activities, and improvements; by law, it cannot be funded by assessment revenues. The GBD assessment is collected semi-annually on property tax bills administered by the City & County of San Francisco's Treasurer and Tax Collector. The money however does not belong to the City, it belongs to the property owners in the District. The Treasurer and Tax Collector immediately transfers the assessment payments to the designated Owners' Non-Profit Association for the District.

AnnualAnnual assessments are determined by parcel characteristicAssessmentswithin the proposed District. Assessments are calculated us footage and building square footage. For a detailed explan- assessment methodology, please refer to Appendix A: Asse Report.The following equation can be used to calculate a parcel's is (Parcel Lot Square Footage X Lot Rate + (Building Square Footage X Building Rate = Annual Parcel AssessmentEstimated annual maximum assessment rates for the Fisca			culated using lot squa ed explanation of the <i>ix A: Assessment Engi</i> parcel's annual asses Lot Rate) ilding Rate)	re 'neer's
ı 	Estimated annual maximum asses:	sment rates for	the Fiscal Year 1:	
	Land Use	Lot SF Rate	Building SF Rate	
	Enhanced Service Zone:	· ·		
	Commercial/Govt./Residential	\$0.0815	\$0.0815	
I	Standard Service Zone			l
	Commercial/Govt./Residential	\$0.0429	\$0.0429	
	Non-Profit/School	\$0.0214	\$0.0214	
Assessment Adjustments	Annual assessment rates can only increase by a maximum of the percentage increase in the Bay Area consumer price index (CPI), or 3%, whichever is less. Decisions on any increase must be made by the elected board of directors of the District.			
City Services	The City & County of San Francisco will continue to provide baseline services throughout the term of the District. Per state law, the services and improvements detailed in this plan can only <i>supplement</i> those currently provided by the City & County of San Francisco. This Management Plan contains a list of services currently provided by the City (Appendix C) that cannot be decreased due to formation of the District.			
District Formation	 A GBD requires property owner approval through a two-step voting process in which the votes are weighted according to the proportional financial obligation of each affected property. The voting process is as follows: Property owners representing at least 30% of assessments proposed to be levied must submit a signed petition to the San Francisco Board of Supervisors. Property owners receive notice of the proposed assessment and a Ballot, with instructions on how to return the Ballot to the City. If returned ballots representing 50% or more of assessments are in support, then the Board of Supervisors may vote to establish the GBD. 			
	10 years (July 1, 2019 to June 30, 2030)			
				·

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Disestablishment	Each year the GBD is in operation, there is a 30-day period during which District property owners may request disestablishment of the GBD. This 30-day period begins each year on the anniversary of the date the GBD was established. If, within that 30-day period, a written petition is submitted by the owners of real property who pay 50% or more of the assessments levied, the San Francisco Board of Supervisors shall convene a hearing on whether to disestablish the District. In addition, a majority of the Board of Supervisors may initiate disestablishment at any time based on misappropriation of funds, malfeasance, or violation of law in connection with management of the District. A supermajority of the Board of Supervisors may initiate disestablishment proceedings for any reason, except where there are outstanding, financing, leases, or similar obligations of the City payable from or secured by assessments levied within the GBD.
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II. ABOUT

A. What is a GBD?

A Green Benefit District (GBD) is a form of special assessment district, modeled after the City of San Francisco's Community Benefit District (CBD) program, adapted to residential neighborhoods and designed to improve public realm areas. A GBD provides enhanced improvements and activities, such as public safety, maintenance and neighborhood enhancements, to supplement the existing baseline services provided by the City government. A GBD's geographic boundaries are determined by extensive public engagement and participatory design, including a neighborhood needs assessment, a professional neighborhood survey, visioning workshops, multiple outreach events and regular public meetings. The services, activities, and improvements provided by a GBD are funded by an assessment of local property owners. GBDs, like their CBD counterparts, are highly successful funding and advocacy mechanisms that provide enhanced local services, greater responsiveness, and increased transparency for their members. There are currently 15 CBDs and one GBD in operation in San Francisco.

Article 15A in the City & County of San Francisco's Business and Tax Regulations Code created a procedural vehicle for the City to establish GBDs. GBD improvements, services and activities may include, but are not limited to enhancements to, "Ecological, water and energy systems, pedestrian and bicycle amenities, and recreational improvements." As defined by Article 15A, public realm areas are "Outdoor spaces open to the public including parks, parklets, sidewalks, unimproved areas, landscaped areas, plazas, and gardens." This means the services provided by a GBD can be tailored to benefit and address the needs of all open spaces in the community, not just formal parks.

A GBD is managed by a non-profit association governed by an elected Board of Directors comprised of assessed property owners and key community stakeholders within the geographically defined "District." A Management Plan is a legal document that outlines the scope and spending authority of each benefit district, as well as the goals, boundaries, services, assessment methodology, and formation schedule for the proposed District. State law also requires the preparation of an Engineer's Report and an assessment methodology to ensure that no parcel is assessed in excess of its fair share. Any material change to the Management Plan requires a subsequent vote by the assessed property owners. This transparent and grassroots management structure ensures that GBDs are held accountable to the community they serve and that GBD services are provided in an efficient, responsive and cost-effective manner. GBD programs are subject to an annual report to the San Francisco Board of Supervisors, an audit, and other private sector performance standards and controls.

B. Why Create the Mission Dolores GBD?

- Promote cleanliness and public safety in all area parks, open spaces and business/residential corridors - First and foremost, address issues with dirty sidewalks, liter, graffiti and antisocial street behaviors.
- Advocate for District Priorities Provide a structured organization for property owners, businesses and residents to advocate for delivery of enhanced City services and accountability within the neighborhood.
- **Community Engagement** Create a platform that neighbors can use to promote outreach and interactions with our community within the Mission Dolores neighborhood and the City.
- Invest In Neighborhood Beautification Improve Mission Dolores streetscapes and open spaces while preserving its unique character through initiatives such as sidewalk greening, public art and historical markers.

6

A GBD is predictable, sustainable, transparent, accountable, inclusive, and responsive.

- 1. **Predictable** Assessment provides a known minimum budget that can be counted on each year for addressing the needs of our neighborhood
- 2. Sustainable Establishes an annual funding source and documents the baseline of services provided by the City, neither of which is subject to the success of outside fund raising or the whims of government
- 3. Transparent Legal non-profit managed by a board of directors and subject to disclosure laws
- 4. Accountable Led by local residents, property and business owners; elected and vested in serving the needs of our community
- 5. Inclusive Supplements and does not limit any additional avenues for addressing the needs of our neighborhood such as lobbying local officials, soliciting private funds, organizing volunteer days, etc. Additionally, focused on collaborating to make the neighborhood safer and more welcoming for all, not excluding individuals, groups, or existing community organizations
- 6. **Responsive** Established by local community members motivated to make a difference by providing services (as opposed to the governmental approach of legislation and enforcement)

C. How was the MDGBD Management Plan developed?

The MDGBD Management Plan is the culmination of a multi-year effort to seek neighborhood input and identify priorities for targeted community investments.

Beginning April 2018 through March 2019, the GBD Formation Committee evaluated the feasibility of establishing a Mission Dolores GBD, ensuring that a diverse range of opinions and voices were incorporated to the proposed GBD's vision, mission, and project proposals. Over the 11-month engagement period, the Formation Committee conducted extensive community outreach including public meetings, a detailed website including an online feedback forum, neighborhood-wide mailings and door-to-door outreach. In addition, with support from and statistical analysis provided by Boston Research Technologies, a professional survey consultant the Formation Committee surveyed over 4,800 Mission Dolores property owners, businesses, and residents to determine neighborhood interest and potential support to form a GBD, receiving 612 usable responses.

Key survey findings include:

- 37% of property owners strongly favor the formation of a GBD;
- 46% of property owners are interested in the idea of a GBD, but needed more information;
- Respondents who indicated that they 'Need More Information' had similar levels of dissatisfaction of existing conditions as those who Strongly Favored a GBD;
- 66% of residential respondents stated they were willing to pay an assessment in order to fund their priority services and improvements.

Between December 2018 and March 2019, the Formation Committee conducted a public outreach process to create the MDGBD Management Plan, the governing document for the MDGBD. For more details on the MDGBD's community engagement process around the MDGBD, please see *Appendix D*.

After the City reviews and approves the GBD's formation documents, each property owner in the proposed District will receive a mailed petition. If the petition is signed and approved by property owners representing at least 30% of the assessment budget, it will trigger a special ballot. If 50% or more of the returned ballots (weighted in proportion to financial obligation) approve of the district, the

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San Francisco Board of Supervisors may vote to establish the GBD. However, if the returned ballots in opposition of the district exceed the ballots submitted in its favor, the Board may not establish the GBD.

The following draft Management Plan outlines the goals, boundaries, services, assessment methodology, and formation schedule for the proposed District.

D. Proposed MDGBD Boundaries

The MDGBD encompasses roughly 90 whole and partial blocks. In general, the District is bounded by Valencia Street to the east, Duboce Street to the north, Market Street, Sanchez Street, Prosper Street, Hartford Street, and Castro Street to the west, and 22nd Street and 21st Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.

The MDGBD includes two benefit zones; the Standard Service Zone, and the Enhanced Service Zone. These zones are necessary to address the different levels of Cleaning, Safety, and Beautification service deployment and frequency. Advocacy & Engagement and Accountability & Transparency services will be provided uniformly throughout the district.

The MDGBD includes all parcels within the boundaries of:

- West side of Valencia 5treet, from Duboce Street south to 14th Street
- East and west sides of Valencia Street, from 14th Street south to 22nd Street, including APNs 3547
 -018B and 3547 -019 on the south side of 14th Street, APNs 3569 -050 and 3569 -051 on the
 south side of 16th Street, APN 3589 -145 on the south side of 18th Street, APN 3609 -044 on the
 south side of 20th Street, APNs 3609 -025 and 3609 -023 on the north side of 21st Street, and
 APN 3616 -028 on the south side of 21st Street
- APNs fronting 21st Street, from Valencia Street west to Chattanooga Street
- APNs west of MUNI right-of-way (APN 3619 -033A), including APN 3619 -055, from 21st Street south to 22nd Street
- East side of Church Street, north to Hill Street
- APNs fronting Hill Street, from Church Street west to Castro Street, excluding APN 3620-076
- East side of Castro Street, from Hill Street north to 19th Street
- APNs fronting 19th Street, east to Hartford Street, excluding APN 3583 -056
- Both sides of Hartford Street, from 19th Street north to 18th Street, excluding APNs 3583 -079 and 3583⁻-080, which are part of the Castro/Upper Market CBD
 - Excluding APNs fronting 18th Street, from Hartford Street east to Noe Street, which are part of the Castro/Upper Market CBD
- South side of 17th Street, from Hartford Street east to Noe Street
- Block 3564, on the east side of Noe Street, from 17th Street north to 16th Street, excluding APNs 3564 -049, 3564 -049, 3564 -074, 3564 -075, 3564 -076, 3564 -077, 3564 -078, 3564 -079, 3564 080, 3564 -080A, 3564 -161, 3564 -162, 3564 -092, 3564 -093, and 3564 -095, which are part of the Castro/Upper Market CBD
- South side of 16th Street, from Prosper Street east to Sanchez Street
- East side of Sanchez Street, from 16th Street north to Market Street, excluding APNs 3558 -036 and 3558 -135 through 3558 -152, which are within the boundaries of Castro/Upper Market CBD
- South side of 15th Street, from Market Street to Church 5treet
- APNs 3544 -092 through -095, 3544 -053 through -057, on the on the east side of Church Street from 15th Street north to Market Street

Enhanced Service Zone

The Enhanced Service Zone features active storefronts and local businesses, generating a higher-level pedestrian traffic throughout the day and night. Thus, due to a higher volume of uses and user groups, it will receive an enhanced level of service. The Valencia Commercial Corridor includes all parcels abutting Valencia Street between Duboce Avenue and 22nd Street, in addition to the following parcels:

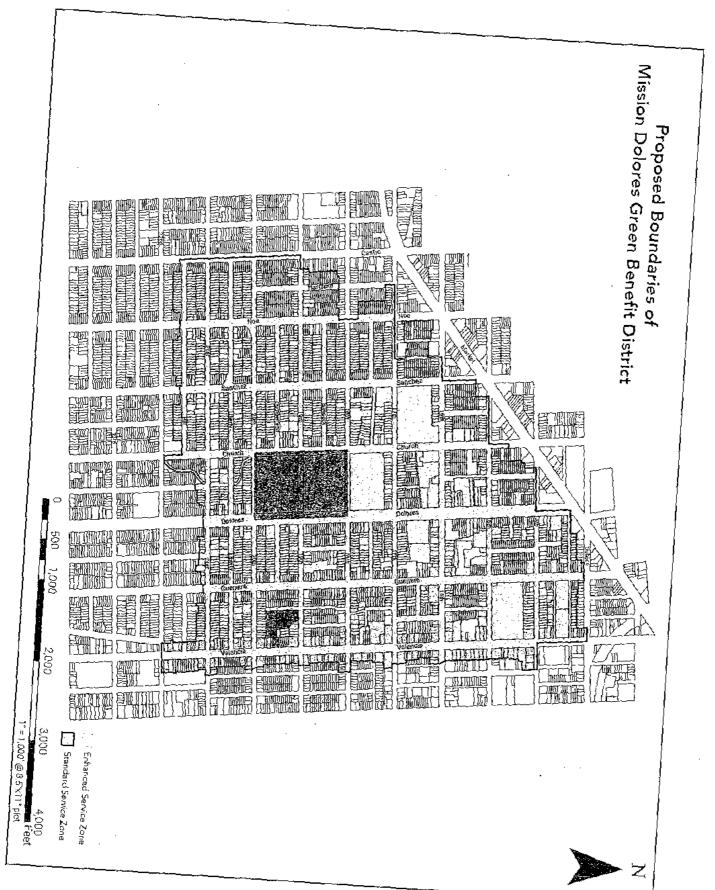
- APNs 3556-016, and 3556-230 through 3556-236, on the southeast corner of 16th Street at Guerrero Street
- APN 3567 -001 on the northeast corner of Guerrero Street at 16th Street
- APNs on the north and south sides of 16th Street, from Guerrero Street east to Valencia Street
- Commercial corridor parcels abutting Valencia Street, including APNs 3547 -018B and 3547 -019
 on the south side of 14th Street, APNs 3569 -050 and 3569 -051 on the south side of 16th Street,
 APN 3589 -145 on the south side of 18th Street, APN 3609 -044 on the south side of 20th Street,
 APNs 3609 -025 and 3609 -023 on the north side of 21st Street, and APN 3616 -028 on the south
 side of 21st Street

APNs on the north and south sides of 18th Street, from Dolores Street west to Valencia Street

Standard Service Zone

The Standard Service Zone is all other parcels in the MDGBD that do not have a higher volume of pedestrian traffic, and therefore do not required the same level of service than those parcels in the Enhanced Service Zone.

A map of the proposed district boundary is provided on the following page. *Appendix B: Assessment Diagram* is attached as a separate document.



III. Services, Activities & Improvements Plan

A. Service Plan

Proposed services, activities and improvements are bundled into three categories:

- Cleaning, Safety & Beautification;
- Advocacy & Engagement; and
- Accountability & Transparency.

These categories reflect District stakeholder priorities, and are detailed below. Please note that specific service frequencies will be determined by MDGBD Board of Directors and staff, if the District is formed.

Summary of Proposed Services

CLEANING, SAFETY, & BEAUTIFICATION ENHANCEMENTS Maintenance Ambassador: Coordinated curb sweeping ٠ Maintenance Ambassador: On-call graffiti abatement Steam Cleaning/power washing major high traffic sidewalks • Community Greening Improvements Service delivery, scheduling, & guality assurance Police Specials (or equivalent special protection services) Community Ambassador • Community Safety Improvements Issue response, follow-up, & problem solving **ADVOCACY & ENGAGEMENT** Fundraising ٠ City Coordination & Advocacy Community Events & Engagement Local Business Promotion ٠ ACCOUNTABILITY & TRANSPARENCY Communications • **Financial Reporting**

• Rent, utilities, insurance, accounting, legal, etc.

Description of Proposed Services

CLEANING, SAFETY & BEAUTIFICATION

The Cleaning, Safety & Beautification Program works to ensure the aesthetic beauty and cleanliness of our neighborhood, and provides a safe & welcoming environment for all while preserving the unique character of our community. The Program strives for a clean, litter-free, and well-kept environment by significantly reducing instances of graffiti, illegal dumping, overgrowth, and other signs of neglect, thus helping to build an aesthetically pleasing and vibrant community that honors the diversity and characteristics of the neighborhood. This includes a focus on the sidewalks, stairways, informal parks & open spaces, and public fixtures District-wide, in both the residential and commercial corridors. The Program will also collaborate with a broad base of internal & external stakeholders to address safety concerns respectful of all constituents.

The Cleaning, Safety & Beautification Program will apply to throughout the Standard Service Zone as well as the Enhanced Service Zone, with the Enhanced Service Zone parcels receiving a higher frequency and concentration of these activities. These activities may include, but are not limited to:

- <u>Trash Patrol</u>: Supply trash and debris removal staff targeting trash and debris hot spots identified by the community.
- <u>Sidewalk steam cleaning</u>: Provide scheduled sidewalk steam cleaning/power washing in high need pedestrian areas and also on-call response.
- <u>Graffiti Abatement</u>: Address graffiti hotspots identified by the community and provide on-call response.
- <u>Care and Enhancement of Informal Parks & Open Spaces</u>: Perform small-scale sapling and shrub pruning, weed removal, fertilization, irrigation & turf care, and sidewalk/stairway repair. Fund new plantings if not provided for.
- <u>Safety Enhancements</u>: Work with City Departments to increase neighborhood safety. Contract additional assistance as needed, e.g. during major events or holidays. Activities may include providing a safe presence in public areas, and reporting safety issues.
- <u>Homeless & Transient Outreach</u>: Staff ambassadors that work with existing service providers to connect individuals in need to the services that exist, including services within the neighborhood.

ADVOCACY & ENGAGEMENT

The Advocacy & Engagement Program focuses internally and externally on services, activities, and improvements to our neighborhood by creating a more vibrant, connected community. The Program's increased advocacy ensures the City continues to deliver at least its current baseline of services while providing the opportunity to garner other in-kind support, grants, and donations from Public, Private, & Non-Profit sources for the neighborhood. The program aims to foster a sense of

pride for our residents, merchants, and property owners via interactive community activities, beautification projects, and capital improvements. Guiding principles for this program include a focus on natural beauty, sustainability, and preserving the unique character of the Mission Dolores (including our local businesses).

The Advocacy & Engagement Program will apply uniformly throughout the Standard Service Zone and Enhanced Service Zone overlay. These services may include, but are not limited to:

- <u>Neighborhood Advocacy</u>: Serve as a unified voice championing the needs of the Neighborhood when engaging City departments, Supervisors, Mayor's office and other local agencies. Ensure City fulfills commitment to providing "Baseline Services" are provided including keeping records of metrics and reporting
- <u>Neighborhood Fundraising</u>: Secure additional funding for services & projects that provide special benefits by soliciting in-kind support, grants, and donations from government, private, and non-profit sources.
- <u>Community Engagement</u>: Work with our neighborhood's diverse group of stakeholders and community groups to plan and fund community activities such as neighborhood nights out, block parties, history walks, volunteer events, and temporary installations and performances to activate underutilized spaces.
- <u>Neighborhood Improvement</u>: Deliver capital improvements projects that benefit our Community, amplify our unique character, and support Greening & Sustainability. Improvements could include:
 - New Public Realm additions parklets, plazas, median & sidewalk greenings, street trees and/or furniture, green infrastructure with assistance from government agencies
 - Existing Public Realm improvements ~ Enhanced sidewalk landscaping & greenery: Public art & murals, improved lightning, additional trash and recycling receptacles, new traffic-calming features (Ride-sharing stops, pedestrian amenities, etc.).
- Local Business Promotion: Establish regular programming and events along the commercial corridor to further connection to neighborhood. Work together with local business to promote their offerings and secure grants for façade upgrades and economic assistance for new businesses.
- <u>Strengthen the Connection between Parks and the Neighborhood</u>: Collaborate with the Recreation and Park Department along with stewardship groups to implement communitydriven improvements that enhance the community's experience with (and impact from) the parks and open spaces.

ACCOUNTABILITY & TRANSPARENCY

The Accountability & Transparency Program ensures the proper management of our GBD and the good stewardship of our community's funds & trust. The program strives to conduct operations in an efficient, accountable & transparent manner. The Accountability & Transparency Program will go beyond simply following the law to exemplifying our community values.

The Accountability & Transparency Program applies to all facets of the GBD and may include, but is not limited to:

- Quality Assurance: Core activities of the GBD board and staff include ensuring the organization, coordination, and delivery of all services for the GBD whether they are supplied from the City, Service Providers, or volunteers. Oversight of all GBD finances at the direction of the GBD Board Treasurer, who is ultimately responsible for the finances of the GBD. An Executive Director will serve as the public face and primary point of contact for the GBD, especially with City Hall and local agencies. Note that these services are basic to the mission-driven goals and purposes of the District and are not "management" or "overhead".
- <u>Communication & Outreach</u>: Core activities of the GBD include developing and executing the GBD's public communication and accountability strategy. Publication of newsletters, annual reports, budgets, and website to ensure to that district stakeholders understand the purpose, accomplishments, and governance of the GBD. Responsible for coordination of any needed communication strategies or tools such media outreach, smartphone apps, public relations campaigns. Note that these communication and outreach activities are basic to the goals and purposes of the District and are not "management" or "overhead".
- <u>Compliance</u>: Ensure compliance with all government and grant reporting requirements.
- <u>Operations & Contingency:</u> Funds for insurance, accounting, annual audit/financial reviews, office expenses, reserves, and other operational needs.

B. District Budget

The total budget to fund improvements and activities in the first fiscal year of the District is \$1,110,000.

EXPENDITURES	Standard Service Zone	Enhanced Zone Overlay	TOTAL Budget	% of Budget
Cleaning, Safety & Beautification	\$835,000	\$120,000	\$955,000	86.04%
Advocacy & Engagement	\$85,000		\$85,000	7.66%
Accountability & Transparency	\$70,000		\$70,000	6.31%
Total Expenditures	\$990,000	\$120,000	\$1,110,000	100.00%
REVENUES			· · · · · · · · · · · · · · · · · · ·	
Assessment Revenues	\$948,250	\$114,000	\$1,062,250	95.70%
Other Revenues (1)	\$41,750	\$6,000	\$47,750	4.30%
Total Revenues	\$990,000	\$120,000	\$1,110,000	100.00%

Table 1: 2019/20 Maximum Budget

(1) Other non-assessment funding to cover the cost associated with general benefit.

C. Budget Management Guidelines

Maximum Annual Assessment Adjustments: Assessment rates may be adjusted for annual changes in the Bay Area Consumer Price Index (CPI), or up to 3%, whichever figure is less. In addition, an individual parcel's assessment may change if there is a change to the parcel characteristics used to calculate that parcel's assessment – for example, if a parcel is redeveloped, the assessments could be readjusted to account for any increase or decrease to the building square footage of that parcel. Assuming the current development status in the district, annual assessment revenues will not exceed the levels shown in Table 3. Any rate adjustment due to change in the CPI must be approved by the elected board of directors of the GBD. Any further change to the assessment methodology that would result in an increased assessment will require a new balloting process.

Fiscal Year	Total Budget	Fiscal Year	Total Budget
Year 1	\$1,110,000	Year 6	\$1,286,794
Year 2	\$1,143,300	Year 7	\$1,325,398
Year 3	\$1,177,599	Year 8	\$1,365,160
Year 4	\$1,212,927	Year 9	\$1,406,155
Year 5	\$1,249,315	Year 10	\$1,448,298

Table 2: Projected 10-Year Maximum Budget

Changes to the Budget: The District-wide budget may change from year to year due to development in the District, or due to changes between for-profit and non-profit status. In addition, the GBD Board of Directors may annually increase the assessment rates by up to 3% per year to address changes in the cost of providing services. The GBD Board of Directors may also determine in any given year that a redeployment of funds to a different spending category may be appropriate to accomplish the goals of the GBD. To do so, the Board of Directors must vote to adjust the percent of assessments allocated to a given budget category. The City mandates that redeployment of funds may not deviate more than 10% of that budget category in any given fiscal year.

Annual Carry-forward and Budget Roll-over: This Management Plan outlines the annual budgets for services and improvements provided by the District. At the end of the fiscal year, all assessment revenues from that fiscal year must be appropriated to District services, activities, and improvements to be provided within the following fiscal year. The GBD must spend these outstanding funds within the following fiscal year, as mandated by the City. Failure to use these funds to provide the services, activities, and improvements specified in the Management Plan may trigger a reduction in the annual assessment levy.

Grant Funding and Donations: If the GBD receives a grant or donation, the funds will not be subject to the limitations of the annual roll-over provision.

Formation Costs: During Fiscal Years 1 through 3, a total not to exceed \$80,000 of the budget may be used to recover costs incurred in forming the GBD ("Formation Costs"). Such cost recovery is only applicable in the event that formation costs exceed funding secured from GBD formation grant, and must be invoiced, including receipts and proof of unfunded work performed, and submitted to the GBD Board for approval and disbursement. Formation costs eligible for recovery through assessments include reasonable costs incurred during the GBD formation process by the GBD Formation Committee's consultant, the San Francisco Parks Alliance. Reimbursable costs may include (but are not limited to) costs arising out of or related to (a) preparation of the Management Plan and Engineer's Report, (b) circulating and submitting the petition to the Board of Supervisors seeking establishment of the GBD, (c) printing, advertising and giving of published, posted or mailed notices, (d) engineering, consulting, legal or other professional services provided in support of the formation and drafting, and the provision of legal advice and representation with respect to formation of the GBD, (e) bailot proceedings as required by law for approval of a new assessment. The basis for determining the amount of formation costs payable by the GBD assessment shall be reasonable costs incurred.

Budget Malfeasance: If the MDGBD owners' association loses its non-profit status, or otherwise fails to maintain its authority to operate in the City or the State of California, the GBD shall immediately transmit to the City all unexpended assessment funds for the return and distribution to the assessed property owners.

The City may withhold either all or some portion of the actual revenues received from assessments if the MDGBD fails to:

- Properly administer the budget in accordance with the Management Plan.
- Maintain proper records or follow generally accepted accounting principles
- Diligently implement audit recommendations regarding the safekeeping or use of funds
- Adhere to Property and Business Improvement District Law of 1994, Article 15A or other applicable law.

issuance of Bonds: No bonds or other bonded debt is to be issued to finance activities and improvements envisioned in the Management Plan.

D. Continuation of Base Level of City Services

The City & County of San Francisco currently provides a baseline level of services to the Mission Dolores neighborhood. The City will continue to provide a baseline level of services in the District, and the services, activities, and improvements provided by the Mission Dolores GBD must by law supplement, rather than supplant, those already provided by City & County of San Francisco. These City services are

enhanced by the GBD's executive director and board's regular communication of District needs with City officials and through a coordinated partnership between GBD Owners' Non-Profit Association and the City.

Please refer to Appendix C: Base Level of City Services for additional information on the City's existing cleaning and maintenance services.

IV. Assessment Methodology

A. Basis of Assessment

Each parcel's assessment must be proportional to, and no greater than, the reasonable cost of providing "special benefit" to that parcel in the MDGBD, as detailed in Section III. The term "special benefit" means a particular and distinct benefit over and above any general benefits conferred on the property in the district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of the district even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

In the MDGBD, each parcel will specially benefit from:

- Cleaner sidewalks, streets and common areas;
- Real and perceived public safety improvements;
- Greater local capacity and enhanced neighborhood identity;
- Improved community quality of life;
- New business and investments; and
- Well-managed GBD programs and services.

B. General Benefit vs Special Benefit

General benefit is any benefit resulting from district services that does meet the definition of special benefit above, including benefits accrued to the general public-at-large. The amount of general benefit that is provided by the MDGBD *cannot* be funded by annual assessments, and will need to be raised from non-assessment revenue sources. For the MDGBD, the general benefit is equal to 4.3% of Fiscal Year 1 budget, or \$47,750. By contrast, the remaining 95.7% of the benefits from the MDGBD provide special benefits and are subject to assessment. Please see *Appendix A: Assessment Engineer's Report* for a detailed discussion of the general benefit analysis.

C. Special Benefit Factors

Each parcel's proportional special benefit from the MDGBD activities is determined by analyzing two land use factors: Building Square Footage plus Lot Square Footage. These land use factors are an equitable way to identify the proportional special benefit that each of the parcels receive. Building square footage is relevant to the current use of a property and is also closely correlated to the potential pedestrian traffic from each parcel and the demand for MDGBD activities. A parcel's lot square footage reflects the long-term value implications of the improvement district. Together, these land use factors serve as the basic unit of measure to calculate how much special benefit each parcel receives in relationship to the district as a whole, which is the basis to then proportionately allocate the cost of the special benefits. Nonprofit and educational parcels receive only 50% of the special benefits as indicated by these factors, so their assessments are reduced accordingly.

Building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from the County of San Francisco Assessor's records.

Lot square footage is defined as the total surface area within the boundaries of the parcel. The boundaries of a parcel are defined on the County Assessor parcel maps.

These land use factors factor into calculating the relative special benefit to each parcel. The total

18

number of benefit units by land use type and zone are as follows:

	Benefit Units		
Land Use	Lot SF	Building SF	
Enhanced Zone:			
Comm/Govt/Res	1,061,190	1,888,850	
Standard Żone:			
Comm/Govt/Res	8,491,741	9,079,485	
Non-Profit/Educational	1,407,397	1,792,387	
TOTAL:	10,960,328	12,760,722	

Table 4. Assessable Square Footage

D. Sources of Financing

The levy and collection of annual assessments of properties within the MDGBD provide the primary funding source for the activities, services and improvements previously outlined. To fund the "General Benefit" portion of the annual GBD budget, the MDGBD will generate additional funds from sources other than annual assessments, including grants, donations and in-kind services.

E. Calculation of Assessments

Based on the benefit zones, special benefit factors, and the proposed budget, the following table illustrates the first year's maximum annual assessment per parcel assessable square foot by zone.

Table 5. Year 1 Annual Assessment Rates

Land Use	Lot SF Assmt	Bldg SF Assmt
Enhanced Service Zone Parcels:	\$0.0815	\$0.0815
Standard Service Zone Parcels:	\$0.0429	\$0.0429
Non-Profit & Educational Parcels:	\$0.0214	\$0.0214

F. Sample Parcel Assessments

To calculate the assessment for a parcel in the Enhanced Zone with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0815=	\$203.75
Building square feet (5,000) x \$0.0815 =	<u>\$407.50</u>
Total Parcel Assessment =	\$611.25

To calculate the assessment for a parcel in the Standard Service Zone with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0429 =	\$107,25
Building square feet (5,000) x \$0.0429 =	<u>\$214.50</u>
Total Parcel Assessment =	\$321.75

To calculate the assessment for a Non-Profit/Educational parcel with a 2,500 square foot lot and a 5,000 square foot building the calculation is as follows:

Lot square feet (2,500) x \$0.0214 =	\$53.50
Building square feet (5,000) x \$0.0214 =	<u>\$107.00</u>
Total Parcel Assessment =	\$160.50

The assessment calculation is the same for every parcel in the MDGBD respective of the benefit zone and land use and assessment rates.

G. Special Property Use Considerations

The methodology provides the following treatments for property used exclusively for nonprofit and educational purposes:

Nonprofit and Educational Parcels: Nonprofit organizations (e.g. faith-based, low income housing, cultural, community services, etc.) and educational institutions will not benefit from increased commercial activity resulting from MDGBD services and thereby will receive reduced benefits from MDGBD services. An owner of real property located within the MDGBD boundaries may reduce their assessment 50% if ALL of the following conditions are met:

- 1. The property owner is a nonprofit corporation that has obtained federal tax exemption under Internal Revenue Code section 501c3 or California franchise tax-exemption under the Revenue and Taxation Code Section 23701d.
- 2. The class or category of real property has been granted an exemption, in whole or in part, from real property taxation.
- 3. The nonprofit property owner occupies a majority of building square footage within the subject property.
- 4. The property owner makes the request in writing to the City of San Francisco prior to the submission of the MDGBD assessment rolls to the County Assessor (to accommodate periodic changes in ownership or use, on or before July 1 of each year), accompanied by documentation of the tax-exempt status of the property owner and the class or category of real property.
- 5. The City of San Francisco may verify the documentation of tax-exempt status and classification of the property for assessment purposes prior to submitting the assessments to the County Assessor.

If ALL of these conditions are met, the amount of the MDGBD assessment to be levied will be for one-half (50%) of the MDGBD services.

APN	OWNER NAME	APN	OWNER NAME
3533-007	SAN FRANCISCO FRIENDS SCHOO	3567-035	CHILDRENS DAY SCHOOL
3533-037	MERCY HOUSING CA 69 L P	3567-037	GRACE FELLOWSHIP COMMUNITY
3544 -041	SAN FRANCISCO FRIENDS SCHOO	3567-056	NOTRE DAME SENIOR HOUSING C
3546 - 002	SFCC HOUSING AUTHORITY	3567-057	CHILDRENS DAY SCHOOL INC
3547-009	HOUSNG DEV&NEIBHD PRES CORP	3568-001	HOUSING DEVELOPMENT & NGHBR
3554-016	MISSION HOUSING DEV CORPILA	3568 -003	CROWN HOTEL LLC

Table 6. Educational and non-profit parcels within the MDGBD

·	· · · · · · · · · · · · · · · · · · ·		· ,	
3554 -030	RECTOR WARDENS&VESTRYMEN OF	3577-004	MISSION HOUSING DEV CORP	
3554 <u>-031</u>	RECTOR WARDENS&VESTRYMEN OF	3577 -005	MISSION HOUSING DEVELOPMENT	
3555 -004	APOLLO DEVELOPMENT ASSOCIAT	3577 -056	APOSTOLIC TEMPLE OF S F	
3555 <u>-06</u> 2	480 VALENCIA ASSOCIATES	3577 -060	CORNERSTONE FAMILY FELLOWSH	
3555 <u>-06</u> 3	CENTRO DEL PUEBLO INC	3577-064	MISSION HOUSING DEVELOPMENT	
3556 -025	HOLY FAMILY DAY HOMES OF SF	3577 -075	MISSION HOUSING DEVELOPMENT	
3556 -055	MISSION DOLORES HOUSING ASS	3578 -032	FIRST COVENANT CH OF S F	
3557-010	ZAHAV SHA'AR	3578-034	FIRST COVENANT CH OF S F	
3558 -073	ST NICHOLAS CATHEDRAL MOSCO	3578 -038	FIRST COVENANT CH OF S F	
3558 -074	ST NICHOLAS CATHEDRAL MOSCO	3578-054E	FIRST COVENANT CH OF S F	
3558 -113	16TH & CHURCH ST ASSOC IMPS	3578-078	FIRST COVENANT CH OF S F	
3565-001	SAN FRANCISCO UNIFIED SCHOO	3579 -006	SAN FRANCISCO UNIFIED SCHOO	
35 <u>66 -00</u> 1	ARCHDIOCESE OF 5 F & SCHLJ	3580 - 196	3850 18TH STREET HOUSING AS	
3566 -002	ARCHDIOCESE OF S F & SCHL J	3587-012	VOICE OF CHRIST FULL GOSPEL	
3566 -002A	ARCHDIOCESE OF S F & SCHL J	3587 -034	PROTESTANT EPISC BISHOP OF	
3566-053	R C ARCHBISHOP OF S F THE	3587 -078	MEDA SMALL PROPERTIES LLC	
3566 -054	ARCHDIOCESE OF S F & SCHL J	3588 -050	MHDC ESPERANZA COLOSIMO L	
3566 -055	ARCHDIOCESE OF S F & SCHL J	3588-052	MHOC ESPERANZA COLOSIMO L	
3567-002	NORTHERN CALIFORNIA SVC LEA	3588 -082	SF WOMENS CENTERS INC	
3567 -007	BOYS & GIRLS CLUBS OF SAN F	3596 -0 <u>88</u>	ASSEMBLY OF PENTECOSTAL CHU	
3567 -020	BERNAL HEIGHTS HOUSING CORP	3596 -112	ST MARK INSTITUTIONAL MISSI	
3567 -032	ARCHDIOCESE OF S F & SCHL J	3597-063	LINE R SF LLC	
3567-033	ARCHDIOCESE OF S F & SCHL J	3598-060	CHILDRENS DAY SCHOOL INC	
3567 -034	GERMAN EVANGELICAL LUTH CH	3608 -025	899 GUERRERO STREET INC	

H. District Term

The proposed term for the MDGBD is 10 years. The City will levy assessments upon establishment, to fund improvements and activities beginning Fiscal Year 2019/20 up through and including Fiscal Year 2029/30.

Disestablishment

State law provides for the disestablishment of the MDGBD pursuant to an annual review process. Each year that the MDGBD is in existence, there will be a 30-day period during which district property owners will have the opportunity to request disestablishment of the District. This 30-day period begins each year on the anniversary day that the District was first established by the Board of Supervisors. Within that 30-day period, if a written petition is submitted by owners of real property who pay more than 50 percent (50%) of the assessments levied, the MDGBD may be disestablished. The Board of Supervisors will hold a public hearing on disestablishing the MDGBD prior to actually doing so. Also, the Board of Supervisors, by a majority vote (six or more members) may disestablish the MDGBD at any time if it finds there has been misappropriation of funds, malfeasance, or violation of law in connection with the management of the District. The Board of Supervisors by a supermajority vote (eight of more) may disestablish the MDGBD for any reason. All outstanding obligations, finances, leases, or other similar obligations of the City, payable from or secured by assessments levied within MDGBD must be paid prior to disestablishment of the MDGBD.

Assessor's Parcel Listing

Appendix B provides a listing of all the Assessor's Parcels, including the Assessor's Parcel Number, Site Address, Benefit Zone, Assessment Percentage, and FY 2019/20 MDGBD assessment.

V. Governance

Implementation of the services, activities, and improvements specified in this Management Plan will be managed by an Owners' Non-Profit Association Board of Directors, subject to the City's approval of a contract with the owners' association to provide these services.

If a majority of ballots received and tabulated are in favor of District formation, the Formation Committee transitions to become the Owners' Non-Profit Association Interim Board of Directors. The Interim Board is responsible for filing documents to create a new 501(c)3, procuring insurance, and setting up financial systems in order for the MDGBD to enter into agreement with the City to receive assessment funds.

The Interim Board is also responsible for writing the Bylaws for the MDGBD Board of Directors. The Bylaws will detail requirements for the permanent Board of Directors' composition, responsibilities, and selection process. To ensure fair and adequate stakeholder representation on the permanent Board of Directors, the following guidelines shall be used by the Interim Board in drafting of the Owners' Non-Profit Association bylaws:

A. Board of Directors' Responsibilities

- Budget development and management
- Establishment of procedures for GBD administration
- Ensuring accountability and transparency with District funds
- Taking an active role in the GBD activities and community
- Pursuit of outside funding to leverage GBD investments
- Active succession planning; recruitment of future board members
- Hiring and oversight of the Executive Director

B. Size & Composition

For Fiscal Year 1, the Mission Dolores GBD's Board of Directors will include a minimum of 9 and a maximum of 11 members; the board shall consist of an odd number of members. The Formation Committee determined following percentage breakdown for the inaugural Board of Directors:

- Majority property owners (of which the majority of that needs to be residential, and at least 1 needs to be commercial)
- Approximately 20% residential tenants
- Approximately 20% non-residential owners or tenants (commercial, non-profit, schools, churches, etc.)

C. Selection Process

All property owners will be invited to vote in-person at GBD Annual Meeting for Board candidates. The GBD will notify all property owners of the Annual Meeting via postal mail (e.g. postcard), also notifying of upcoming election & process. Broad multi-channel notifications will be sent to the constituency about upcoming election (mailing, email, fiver postings, social media, etc.)

The GBD website will clearly list Board candidates, voting process & timeline.

Request for nominations for the Board of Directors can be disseminated using a variety of methods (website, email lists, local papers, social media, etc.). Anyone in the District can nominate a candidate.

Candidates must submit a bio and statement to a District Stakeholder Advisory Committee, demonstrating understanding of Board responsibilities.

D. Terms & Conditions

- Board members will be seated for a maximum term of 2 years, with the opportunity to re-run
- 2-year terms will be staggered (some board members start with 1 year, Board decides at first meeting to decide who will have a shorter term)
- Board members will be volunteers and will not receive compensation or benefits for their services

E. Rules & Regulations

The Board of Directors will establish rules and regulations to be employed in its administration of the MDGBD.

After the close of each Fiscal Year, the MDGBD shall prepare an Annual Report describing the assessments levied and collected, and also describing the District improvements, maintenance and activities funded and implemented. The first report shall be due after the first year of operation of the MDGBD. The MDGBD must file each report with the Clerk of the San Francisco Board of Supervisors.

Each report shall include but not be limited to the following:

- A reference to the MDGBD by name
- The Fiscal Year to which the annual report applies
- Any proposed changes in the boundaries, benefit zones or classification of property of the MDGBD
- The improvements, maintenance and activities to be provided for that Fiscal Year
- An estimate of the cost of providing the improvements, maintenance, and activities for that Fiscal Year
- Any proposed changes to the basis and method of levying the assessments.
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that Fiscal Year
- The amount of any surplus or deficit revenues to be carried over from a previous Fiscal Year
- The amount of any contributions to be made from sources other than assessments levied

The San Francisco Board of Supervisors may approve the Annual Report or may modify any particulars contained in the report, and then approve it as modified.

F. Public Access & Transparency

The Owners' Non-Profit Association of the GBD is required to comply with specified state open meeting and public records laws, the Ralph M. Brown Act (Government Code §§54950 et. seq.) and the California Public Records Act (Government Code §§6250 et. seq.). Brown Act compliance is required when GBD business is heard, discussed, or deliberated, and Public Records Act compliance is required for all documents relating to GBD business.

G. Conflict of Interest Policy

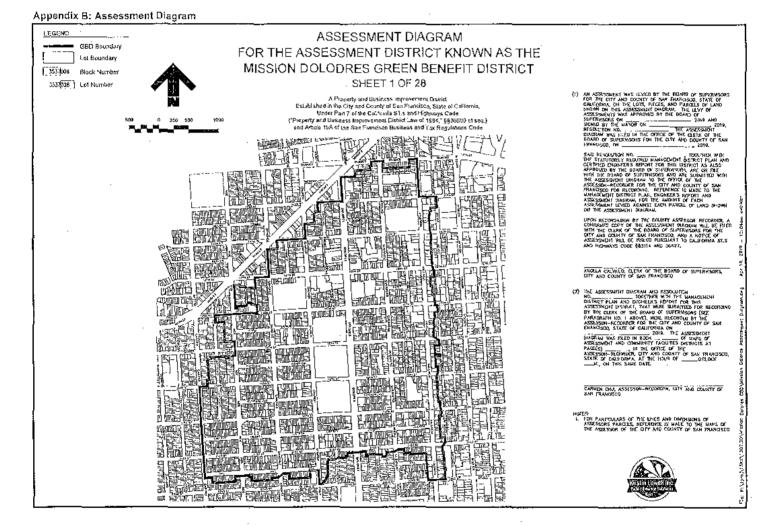
The Board of Directors will develop and be subject to standard non-profit rules of governance, including ethical rules governing disclosure of conflicts of interest and prohibitions against self-dealing. The policy:

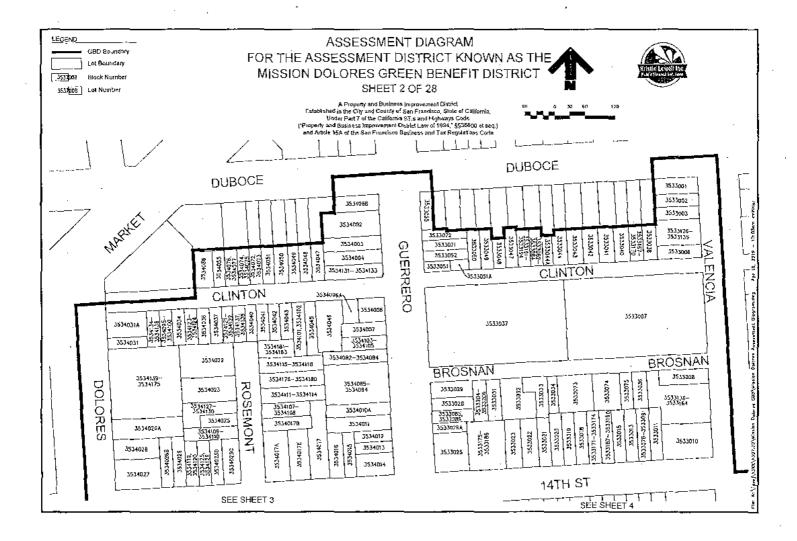
- Requires Board members to itemize any interest, however remote, in any other agreement with the City & County of San Francisco, including any commission, department, or subdivision thereof
- Recuse and prohibit financially interested Board members from any matter that gives rise to a conflict between their personal financial interests and the GBD's interests

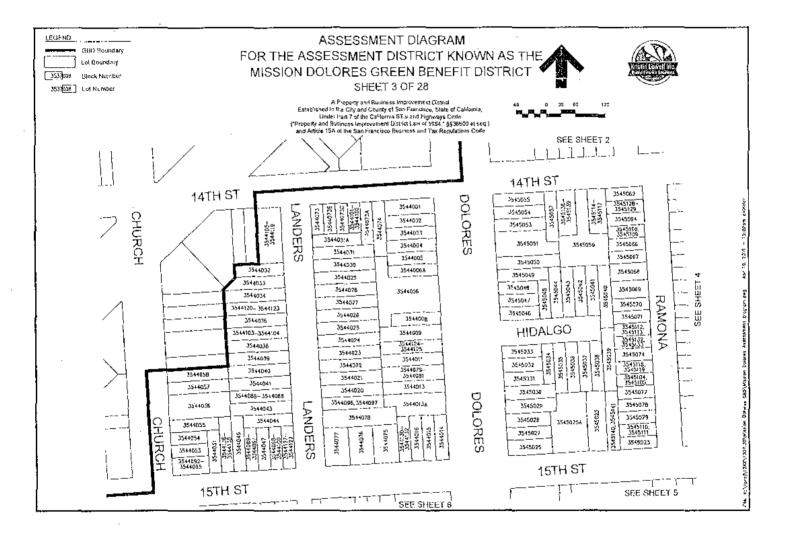
VI. Implementation Timeline

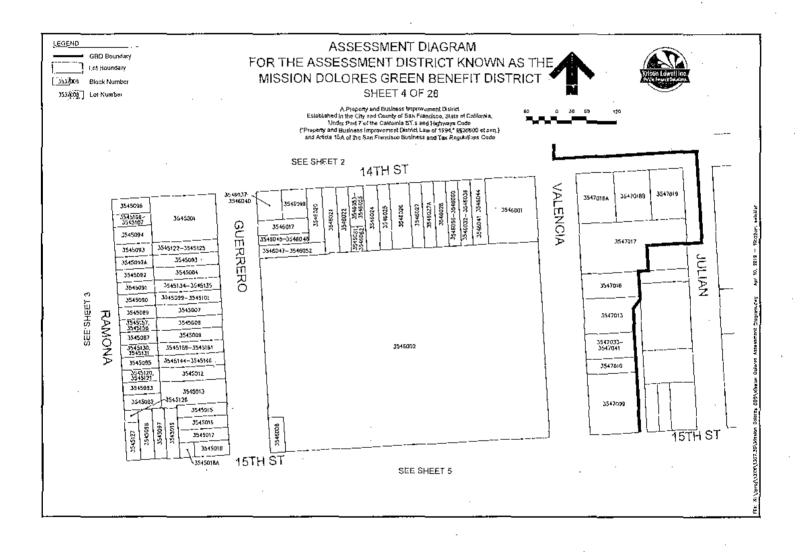
The MDGBD will have a 10-year term, from July 1, 2019 to June 30, 2030. The MDGBD formation effort anticipates it will follow the schedule below:

FORMATION SCHEDULE	TIMELINE	
Present Final Management Plan & Engineer's Report	April 2019	
Distribute petitions to property owners & conduct outreach to obtain signed petitions	April - May 2019	
Submit petitions to Board of Supervisors	May 2019	
Board of Supervisors vote on Resolution of Intention to Establish District	May 2019	
Ballots mailed to property owners, ballots must be submitted within 45 days	June 2019	
Board of Supervisors holds public hearing and ballot tabulation	July 2019	
Assessments submitted to CCSF for billing	July 2019	
Administration and District operations begin	January 2020	

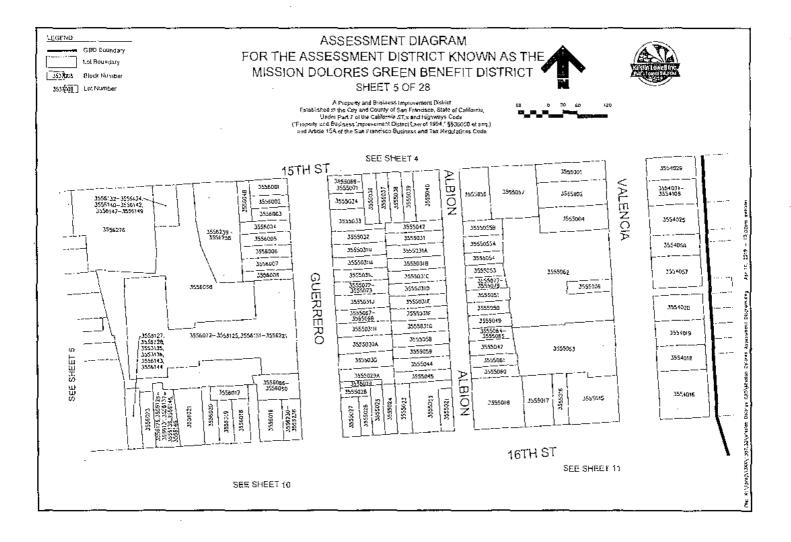


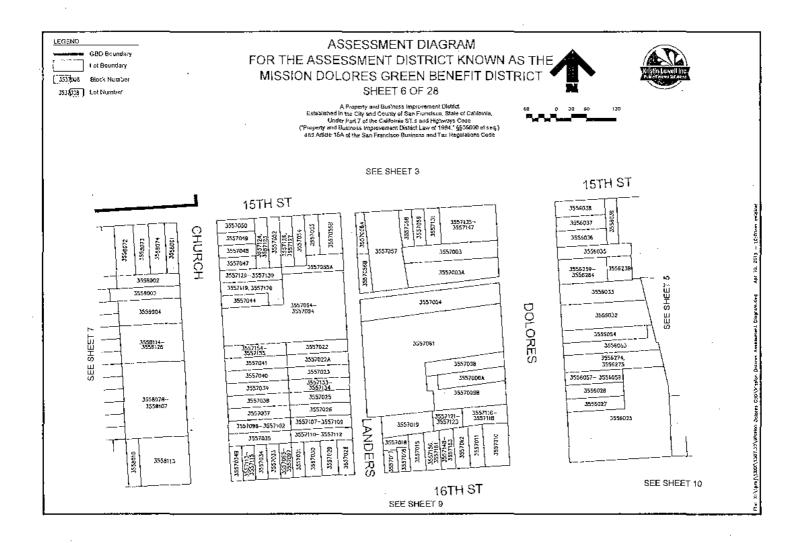


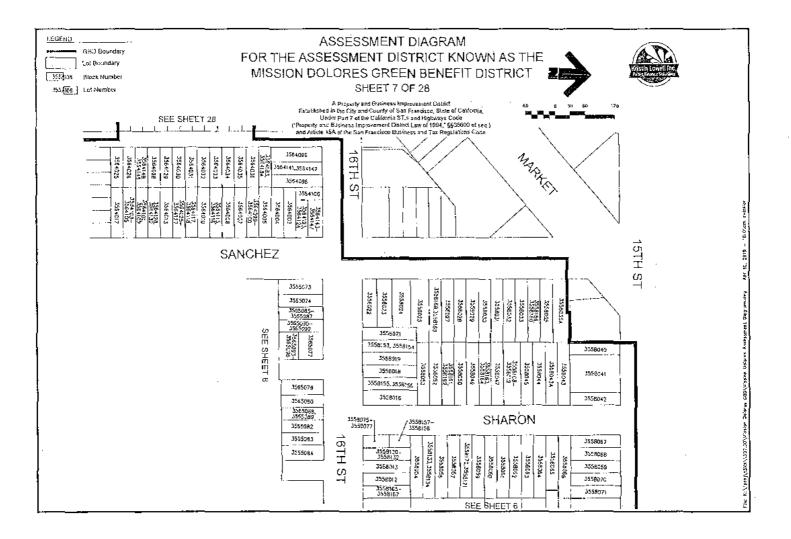


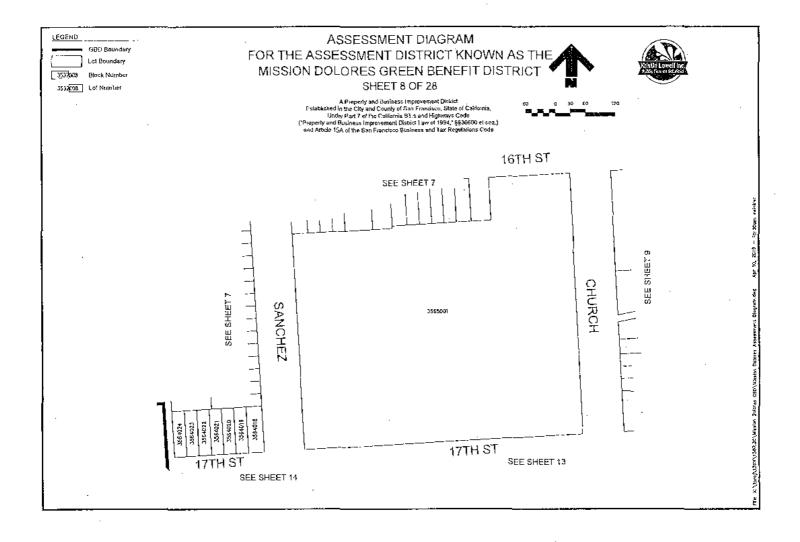


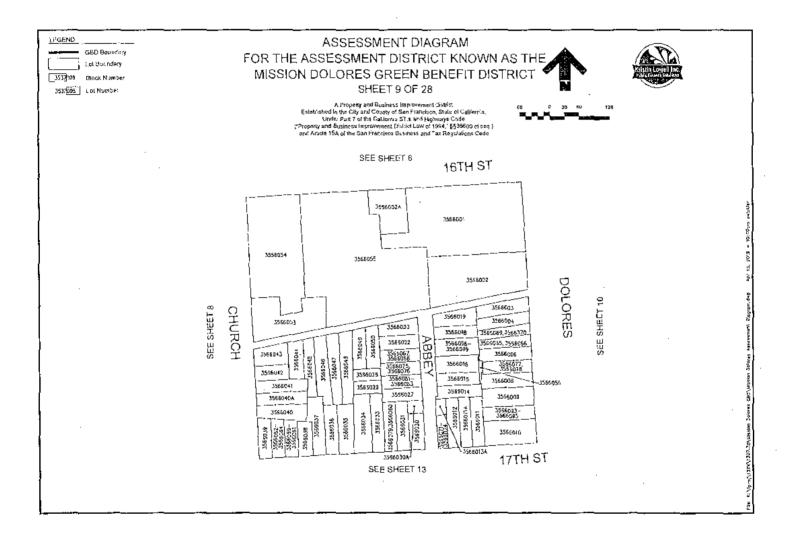
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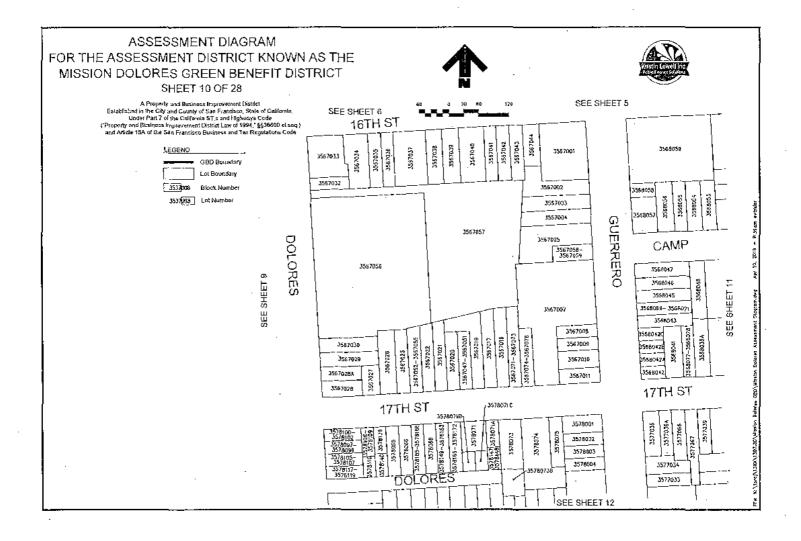


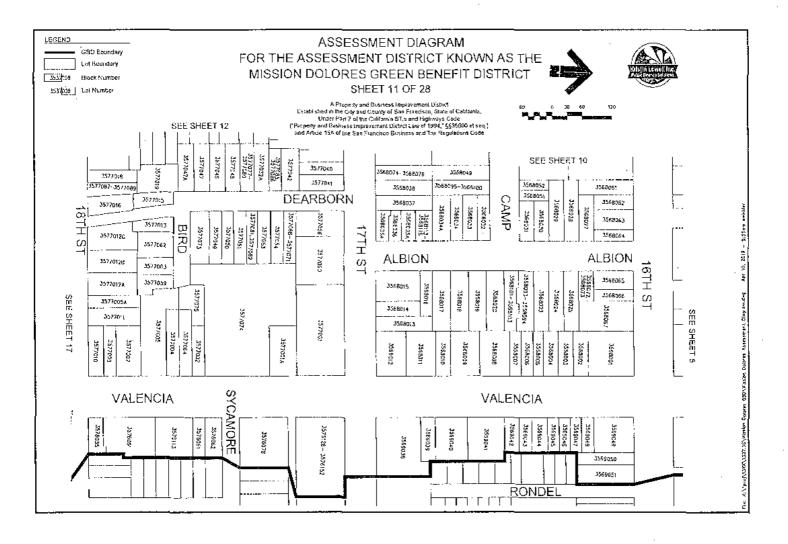


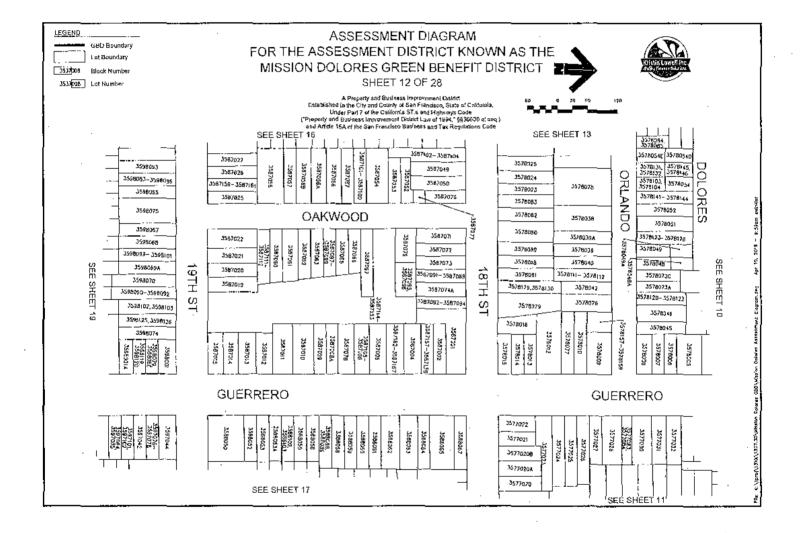


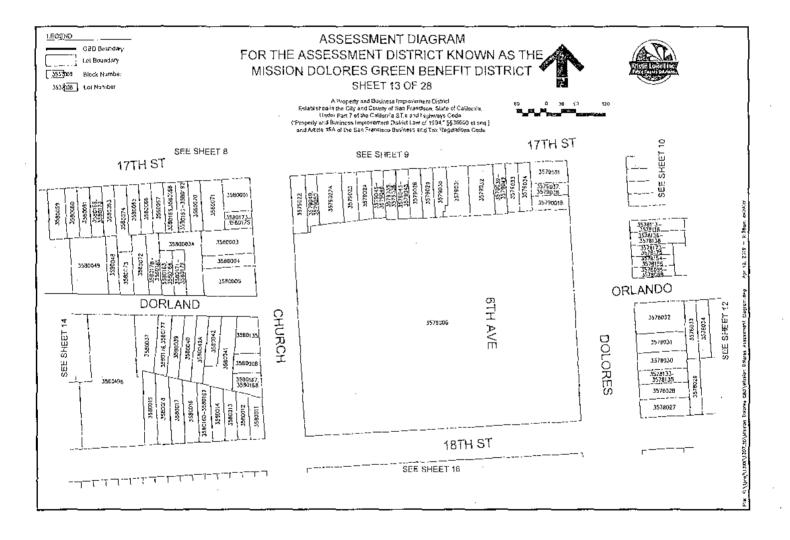


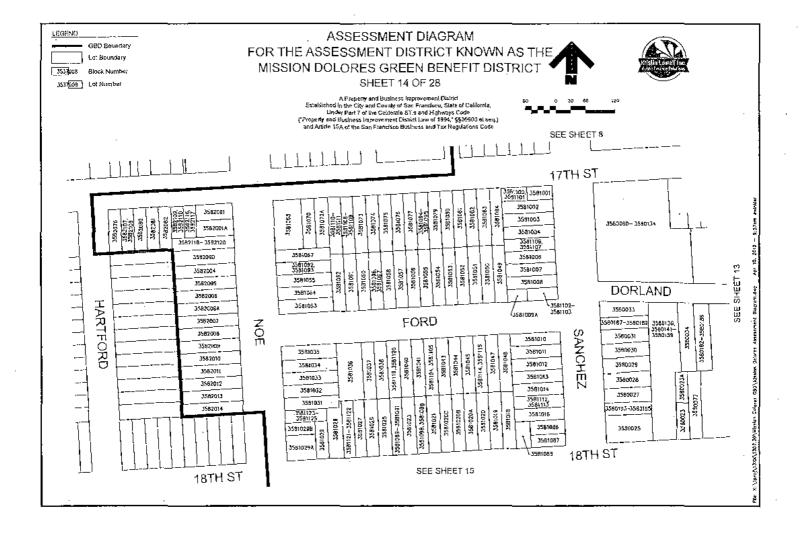


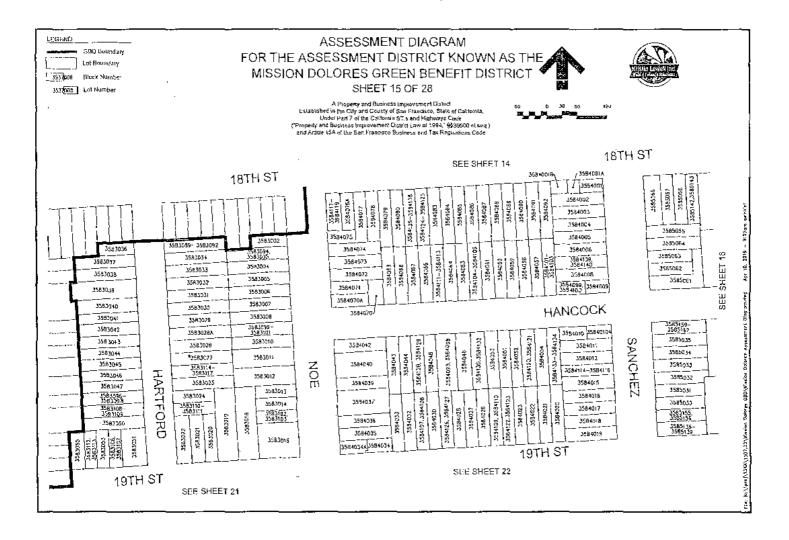


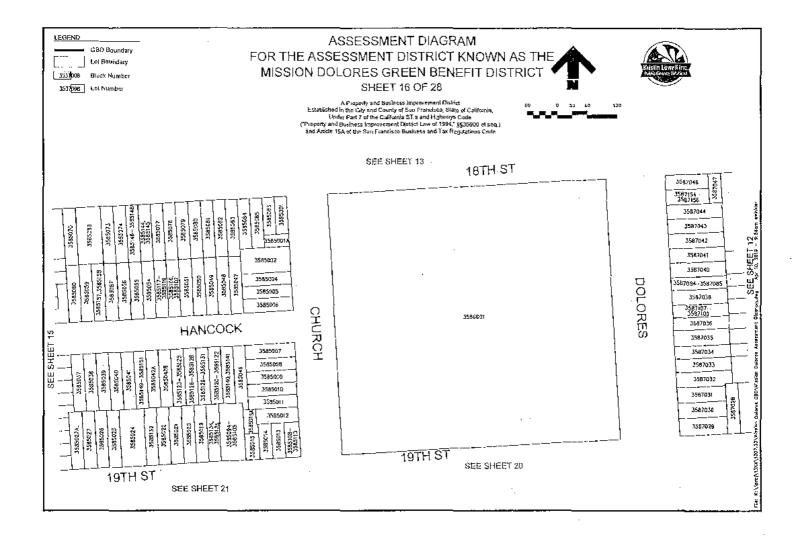


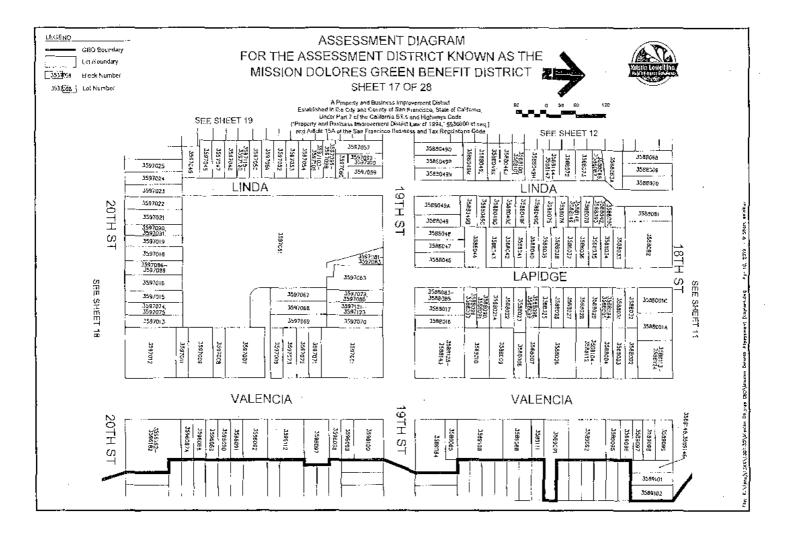


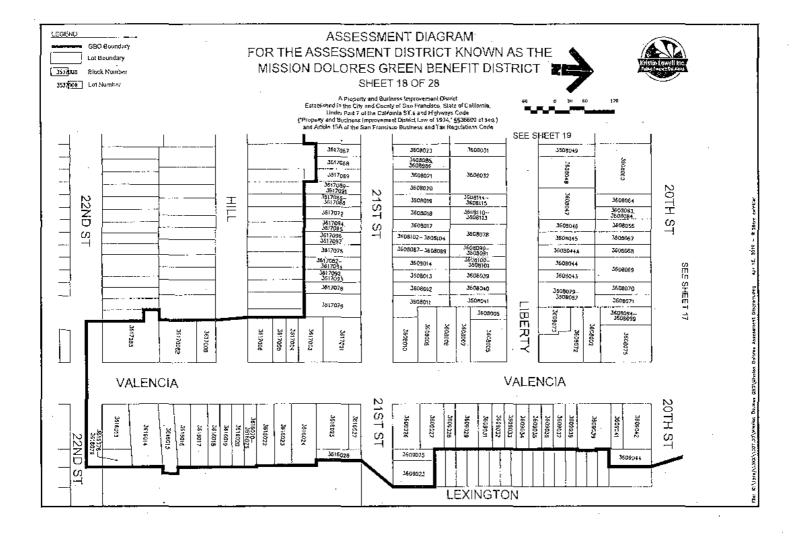


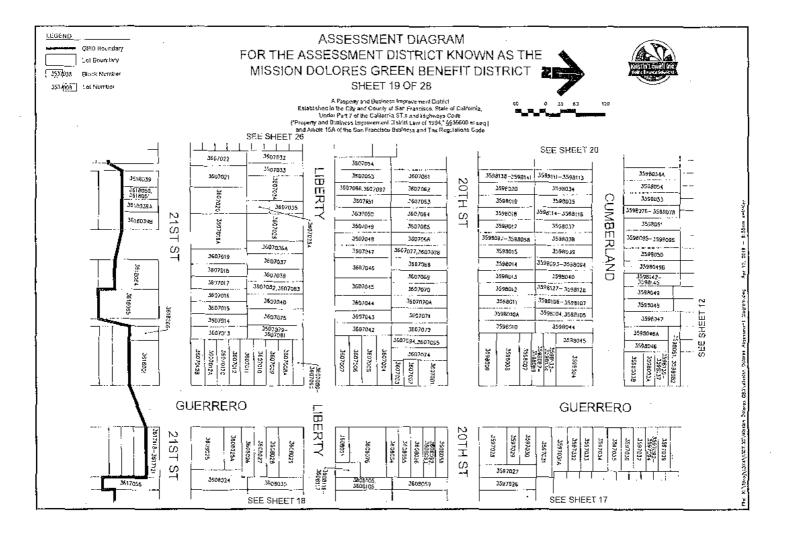


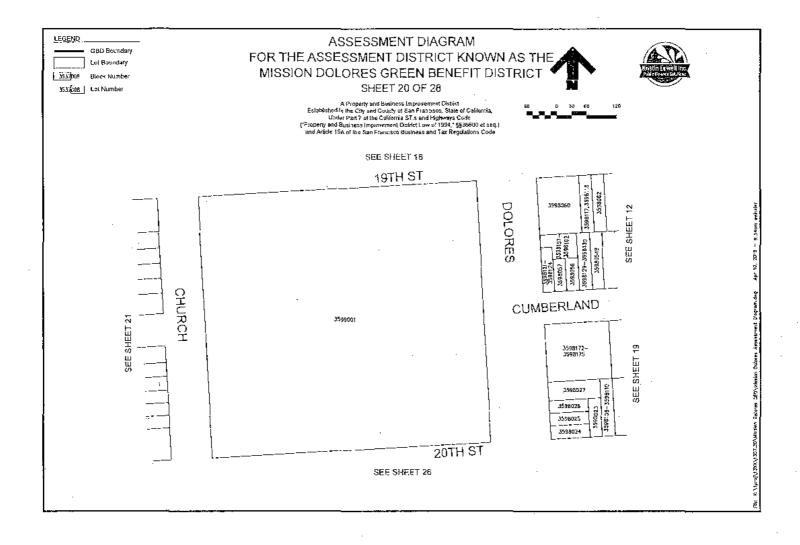


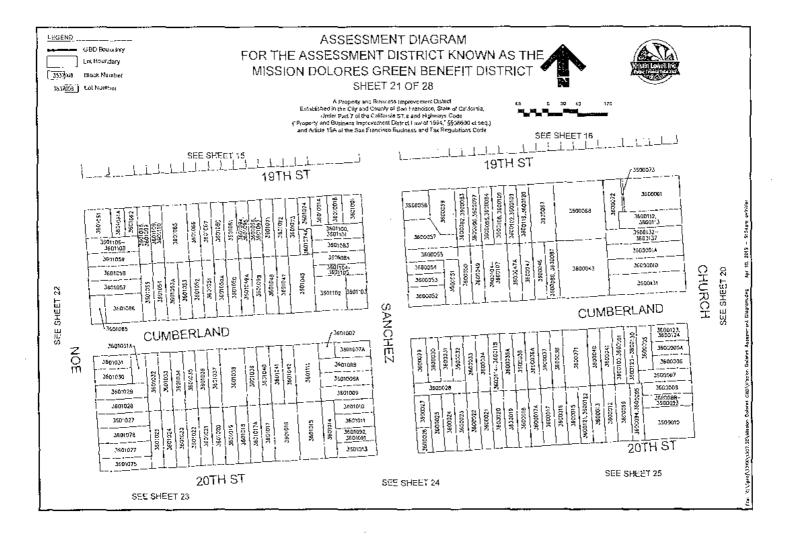


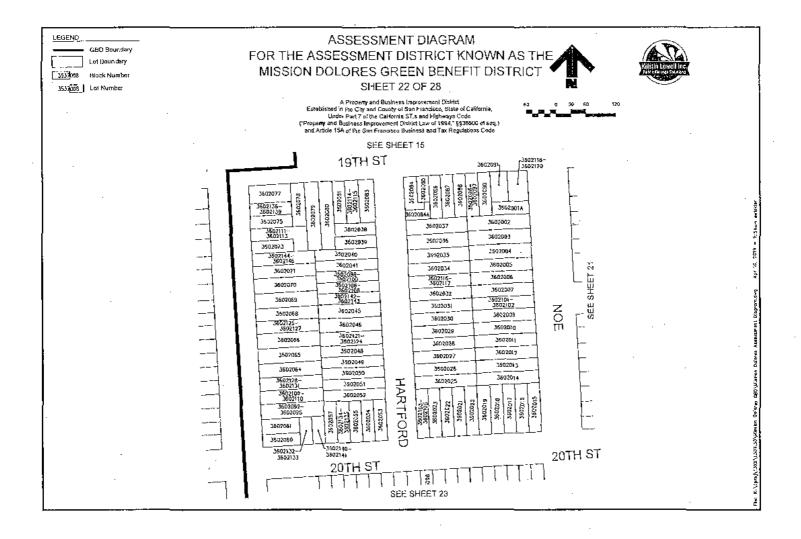


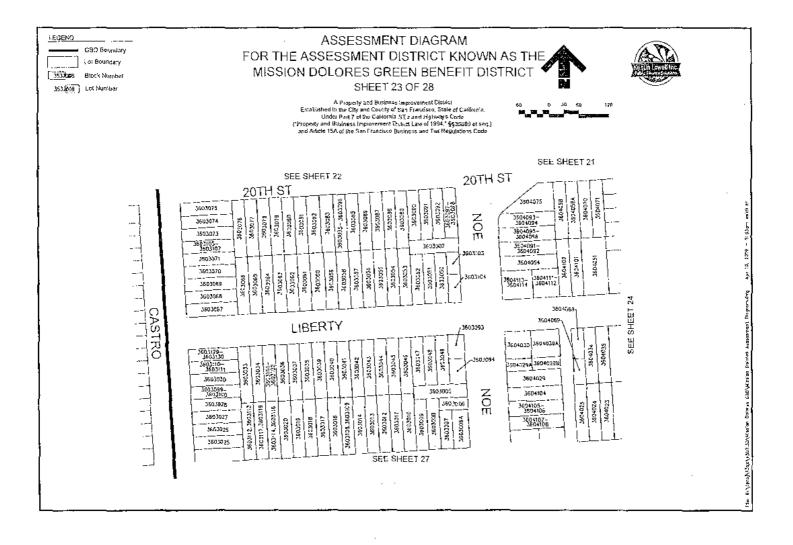


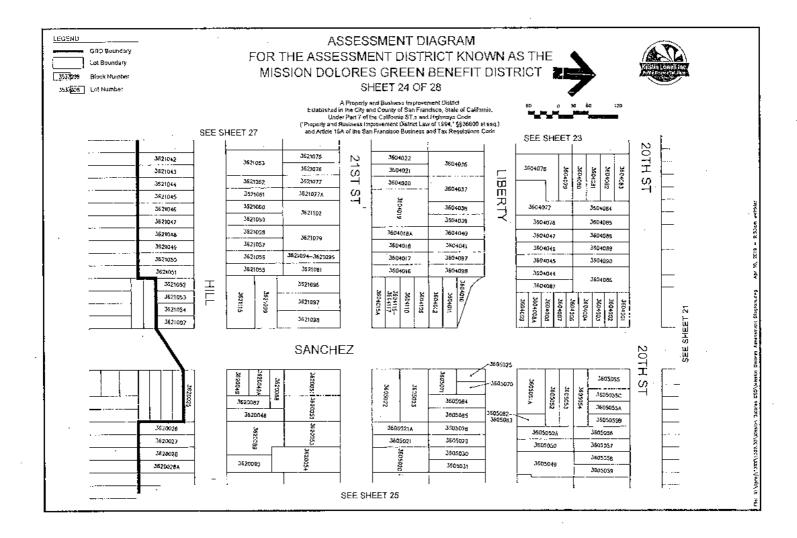


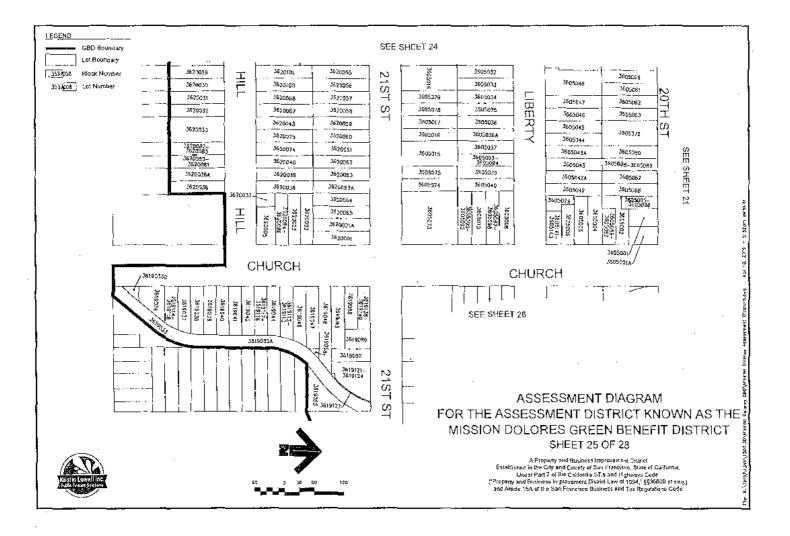


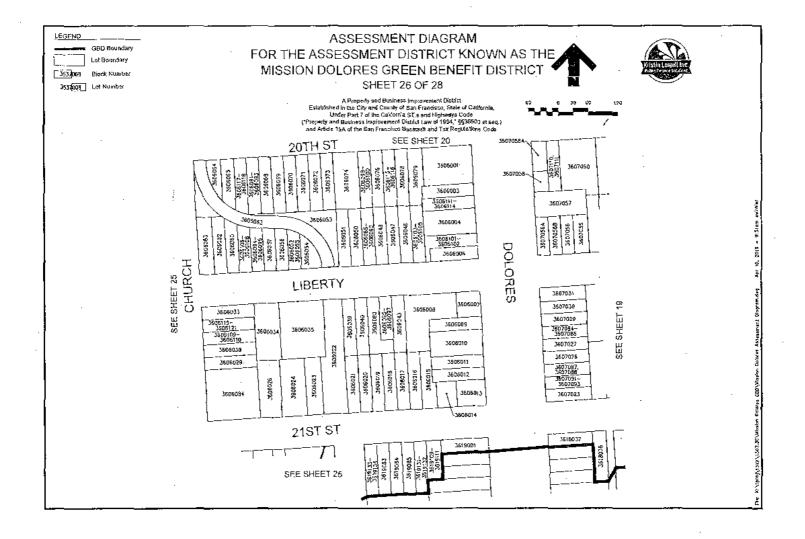


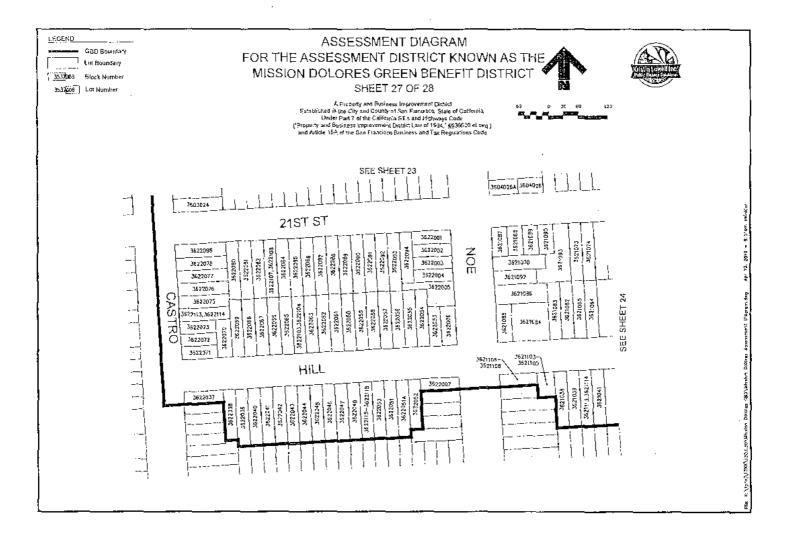


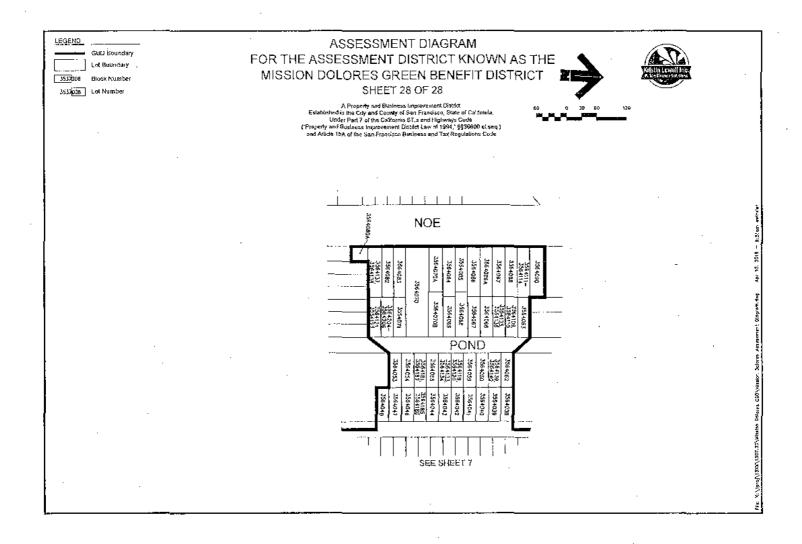












APPENDIX C: Base Level of City Services

San Francisco Recreation and Parks Department

Dolores Park, Mission Pool, and Mission Playground are San Francisco Recreation and Parks Department ("RPD") properties within the boundaries of the proposed Mission Dolores GBD. RPD is responsible for custodial and horticultural services, programming, and facilities maintenance at each property according to the standards set forth by voter-approved *Proposition C: Street, Sidewalk, and Park Maintenance Standards* Program.

Any Mission Dolores GBD-proposed improvements or activities on RPD property would require the approval of the San Francisco Recreation and Parks Department.

SERVICES	FREQUENCY	DESCRIPTION
Mechanical Street		
Sweep	Daily	Street curb to street curb.
		The area is served by Zone D, scheduled 7 days per
Litter Patrol	Daily	week, 6 AM to 3 PM.
		Public graffiti is removed on an as-needed basis per 311
		service request.
		A private property graffiti inspector is assigned to Zone
	As needed, or per 311	D to report Notices of Violation to remove instances of
Graffiti Removal	service request.	graffiti on private property.
		Public litter receptacles on the following corridors are
		steam cleaned on a weekly, monthly, or quarterly basis:
		- Valencia Street (16th to 22nd Street): Weekly
		- Dolores Street (17th to 22nd Street): Monthly
		- Castro Street (19th to 22nd Street): Monthly
Public Litter	As needed, or per 311	- Church Street (Market to 22nd Street): Monthly
Receptacles	service request.	- 18th Street (Noe to Valencia Street): Quarterly
Code Enforcement:		An Outreach and Code Enforcement Officer is assigned
Environmental, Safety,	As needed, or per 311	to Zone D to inform and report code violations in the
and Cleanliness Laws	service request.	public right-of-way.
		Sidewalks are the responsibility of private property
Sidewalk Steam	As needed, for public	owners. Public Works responds to steam cleaning
Cleaning/Pressure	health hazards reported	requests to abate public health hazards, including
Washing	via 311 service request.	human feces and animal waste.
		Beginning 2020, Public Works will maintain City street
		trees on a three to five year pruning cycle, depending
		on the tree species. City-planted replacement street
	Three to five year	trees are watered regularly during the first three years
Street Trees	pruning cycle.	of tree establishment
Landscaped Medians:	On an as-needed basis,	
Horticultural	approx. 2x per year.	Plant pruning, plant replacement, turf care
Landscaped Medians:	On an as-needed basis,	
Custodial	approx. 1x per month.	Litter and debris removal.

San Francisco Public Works

APPENDIX D: Community Engagement Process

Community Outreach to Develop Service Plan

The service plan for the Mission Dolores GBD outlined in this Management Plan reflects an extensive outreach process done by the Mission Dolores GBD Formation Committee, and the committee's closely collaborating strategic partner, the San Francisco Parks Alliance (SFPA). In addition to ongoing engagement with neighbors on the topic of establishing a Mission Dolores GBD, the Formation Committee performed an extensive survey using designed by Boston Research Technologies (BRT), a professional survey consultant, and reviewed the Formation Committee and SFPA. The Formation Committee also hosted several public workshops to gain insight on current issues from residents, businesses, and property owns, in addition to informational sessions with neighborhood organizations and community members to solicit feedback on the services and boundaries for the GBD.

Neighborhood-wide GBD Survey (September 2018 – November 2018)

- Professionally-designed survey, courtesy Boston Research Technologies
- Formation Committee members conducted door-to-door outreach, posted and passed out flyers, and notified their respective networks and membership lists
- Over 600 responses from residential & commercial property owners & tenants in the study area
- See Appendix E for MD GBD Survey Summary Report.

Public Stakeholder Workshops (September 2018 – April 2019)

The Formation Committee hosted 6 stakeholder workshops: 3 Community Meetings (1 introductory session, 1 service brainstorming workshop, and 1 survey report-back session following the Community Needs Survey, to receive additional community feedback about priorities and services), and 3 Information Sessions following the development of a draft management plan and budget.

- Community Meeting 1: Introductory Meeting, September 17th, 2018, Dolores Park Church
- *Community Meeting 2:* Information Session & Services Workshop, October 10th, 2018, Dolores Park Church
- Community Meeting 3: Survey Report Back & Next Steps, November 15th, 2018, Dolores Park Church
- Information Session 1: Pre-Petition, April 11th, 2019, Manny's, 3092 16th Street
- Information Session 2: Pre-Petition, April 17th, 2019, Tom & Dave's house, 3841 20th Street
- Information Session 3: Pre-Petition, April 23rd, 2019, Dolores Park Church

Stakeholder and Neighborhood Outreach (March 2018 – Ongoing as of March 2019)

- Ongoing e-mail communications, 441 subscribers
- Postcards mailed to all property owners within the GBD boundary area
- Outreach and meetings with neighborhood stakeholders:
 - Non-Profit Housing Groups (Mercy Housing, Bridge Housing, Mission Housing, Development Corporation, etc.)
 - Mission Dolores Neighborhood Association (MDNA)
 - Liberty Hill Neighborhood Association (LHNA)
 - Eureka Valley Neighborhood Association (EVNA)
 - Dolores Heights Improvement Club (DHIC)
 - Dolores Park Ambassadors
 - o Dolores Heights Neighborhood Partnership (DHNP), Quarterly Meeting

- o Neighborhood Action Group (NAG)
- o Valencia Corridor Merchants Association (VCMA)
- o Dolores Park Works
- o Sharon Street Neighborhood Group
- o Children's Day School
- o San Francisco Friends School
- o Mission Dolores Academy
- o Misión San Francisco de Asís
- o Dolores Park Church
- o Annunciation Greek Orthodox Cathedral
- o Cornerstone Church Mission Campus
- o Ritual Coffee
- o Bi-Rite Market
- o Sunday Streets
- o Neighbor-to-neighbor meetings with individual property owners

From: Sent: To:	JOHN HOOPER <hooparb@aol.com> Friday, June 14, 2019 6:47 PM Thompson, Marianne (ECN)</hooparb@aol.com>
Cc: Subject:	Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS) Re: Additional OEWD docs.
Will do and thanks for the offer.	
John Hooper	
> On Jun 14, 2019, at 6:28 PM, Th >	ompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:</marianne.thompson@sfgov.org>
> Thank you John. >	
> Please let me know if you would >	d like to meet and discuss.
> M.	
> Sent from my iPhone	
	OHN HOOPER <hooparb@aol.com> wrote:</hooparb@aol.com>
	l review your documents next week.
>> Sincerely,	
>> John Hooper	
	Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:</marianne.thompson@sfgov.org>
>>> Good afternoon Hooper,	
<pre>>>> I hope that your emergency c >>></pre>	oncludes safely.
>>> I am attaching the final agree be the work product that would h	ement with OEWD and SF Parks Alliance along with all of the deliverables, which would have been given to OEWD. I think that by sending this in a separate e-mail and not responses, may create clarity around their work.
	wer your question regarding the documents that would be available from the Park
>>> >>> I have made myself available >>>	to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.
>>> Have a good weekend, >>> M.	
>>> >>> Marianne Mazzucco Thomps	on .
	force Development City Hall, Room 448
	P1548

>>> 1 Dr. Carlton B. Goodlett Place >>> San Francisco, CA 94102 >>> P: 415-554-6297 >>> E: Marianne.Thompson@sfgov.org >>> >>> >>> >>> -----Original Message----->>> From: JOHN HOOPER <hooparb@aol.com> >>> Sent: Tuesday, June 11, 2019 1:22 PM >>> To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> >>> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org> >>> Subject: Thank you for helping with SOTF! >>> >>> >>> This message is from outside the City email system. Do not open links or attachments from untrusted sources. >>> >>> >>> >>> Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the OEWD emails. >>> >>> I am sorry we got off to a less than optimal start after the recent SOTF hearing at which I attempted to introduce myself. >>> >>> My intent, with both you and Jonathan Goldberg, was to make it clear that, though we may disagree on a given policy matter, I have nothing but high regard for City employees and the important work you do. >>> >>> However, I consider it inappropriate for public employees to refuse to speak to a member of the public as both you and Jonathan did with me on the occasion in question. >>> >>> I look forward to working cordially with you in the future. >>> >>> Sincerely, >>> >>> John Hooper >>> <Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing >>> Package - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of >>> Petiton Mailing Package.pdf> <Deliverable 1 - Buena Vista Survey >>> Report.pdf> <Deliverable 2 - Feasibility Survey Report (DP).pdf> >>> <Deliverable 3 - Mission Dolores GBD Final Management Plan.pdf> >>> <Deliverable 4 - Mission Dolores GBD Final Engineer's Report.pdf> >>> <Deliverable 8 - Inner Sunset GBD - Letter to Property Owners >>> (IS).pdf> <Deliverable 8 - Inner Sunset GBD - Letter to Property >>> Owners (IS).pdf> >>> <G-100 SFPA GBDs OEWD contract_scope of work.pdf> >> >

From: Thompson, Marianne (ECN) Sent: Friday, June 14, 2019 6:29 PM To: JOHN HOOPER Cc: Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS) Subject: Re: Additional OEWD docs. Thank you John. Please let me know if you would like to meet and discuss. M. Sent from my iPhone > On Jun 14, 2019, at 4:47 PM, JOHN HOOPER <hooparb@aol.com> wrote: > > Thank you, Marianne and I will review your documents next week. > > Sincerely, > > John Hooper > >> On Jun 14, 2019, at 3:50 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote: >> >> Good afternoon Hooper, >> >> I hope that your emergency concludes safely. >> >> I am attaching the final agreement with OEWD and SF Parks Alliance along with all of the deliverables, which would be the work product that would have been given to OEWD. I think that by sending this in a separate e-mail and not contained within my previous 25 responses, may create clarity around their work. >> >> I believe that this should answer your question regarding the documents that would be available from the Park -Alliance. >> >> I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you. >> >> Have a good weekend, >> M. >> >> Marianne Mazzucco Thompson >> Office of Economic and Workforce Development City Hall, Room 448 >> 1 Dr. Carlton B. Goodlett Place >> San Francisco, CA 94102 >> P: 415-554-6297 >> E: Marianne.Thompson@sfgov.org >> >>

>>
>>Original Message
>> From: JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
>> Sent: Tuesday, June 11, 2019 1:22 PM
>> To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org></marianne.thompson@sfgov.org>
>> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org></jonathan.goldberg@sfdpw.org>
>> Subject: Thank you for helping with SOTF!
>>
>>> ···
>> This message is from outside the City email system. Do not open links or attachments from untrusted sources.
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>> · · · · · · · · · · · · · · · · · ·
>> Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the OEWD emails.
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>> Hook forward to working cordially with you in the future.
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>>
>> John Hooper
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>> Mission Dolores GBD Final Management Plan.pdf> <deliverable -<="" 4="" td=""></deliverable>
>> Mission Dolores GBD Final Engineer's Report.pdf> <deliverable -<="" 8="" td=""></deliverable>
>> Inner Sunset GBD - Letter to Property Owners (IS).pdf> <deliverable 8<="" td=""></deliverable>
>> - Inner Sunset GBD - Letter to Property Owners (IS).pdf>
>> <g-100 contract_scope="" gbds="" oewd="" of="" sfpa="" work.pdf=""></g-100>
>

From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Friday, June 14, 2019 4:48 PM
To:	Thompson, Marianne (ECN)
Cc:	Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)
Subject:	Additional OEWD docs.

Thank you, Marianne and I will review your documents next week.

Sincerely,

John Hooper

> On Jun 14, 2019, at 3:50 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:

>

> Good afternoon Hooper,

>

> I hope that your emergency concludes safely.

>

> I am attaching the final agreement with OEWD and SF Parks Alliance along with all of the deliverables, which would be the work product that would have been given to OEWD. I think that by sending this in a separate e-mail and not contained within my previous 25 responses, may create clarity around their work.

>

> I believe that this should answer your question regarding the documents that would be available from the Park Alliance.

I have made myself available to Mr. Sullivan for a face-to-face meeting, and would likewise offer the same to you.

>

> Have a good weekend,

> M.

> 、

> Marianne Mazzucco Thompson

> Office of Economic and Workforce Development City Hall, Room 448

> 1 Dr. Carlton B. Goodlett Place

> San Francisco, CA 94102

> P: 415-554-6297

> E: Marianne.Thompson@sfgov.org

- >
- >
- >

> -----Original Message-----

> From: JOHN HOOPER <hooparb@aoi.com>

> Sent: Tuesday, June 11, 2019 1:22 PM

> To: Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>

> Cc: Goldberg, Jonathan (DPW) <jonathan.goldberg@sfdpw.org>

> Subject: Thank you for helping with SOTF!

> >

> This message is from outside the City email system. Do not open links or attachments from untrusted sources.

- 2
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- >

> Hi Marianne: I appreciate your taking the time to forward to Cheryl at SOTF the documents you had send me on 3/25/19 in response to a 2/11/19 PRA request. I am out of town on an emergency basis and do not have access to the OEWD emails.

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>

> John Hooper

> < Deliverable 5 - Mission Dolores GBD Proof of Petiton Mailing Package,

> - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of Petiton

> Mailing Package.pdf> <Deliverable 1 - Buena Vista Survey Report.pdf>

> <Deliverable 2 - Feasibility Survey Report (DP).pdf> <Deliverable 3 -

> Mission Dolores GBD Final Management Plan.pdf> <Deliverable 4 -

> Mission Dolores GBD Final Engineer's Report.pdf> <Deliverable 8 -

> Inner Sunset GBD - Letter to Property Owners (IS).pdf> <Deliverable 8

> - Inner Sunset GBD - Letter to Property Owners (IS).pdf>

> <G-100 SFPA GBDs OEWD contract scope of work.pdf>

From:	SOTF, (BOS)
Sent:	Monday, October 12, 2020 5:28 PM
То:	79356-20639593@requests.muckrock.com; Steinberg, David (DPW); 84031-44127205
	@requests.muckrock.com; Scott, William (POL); Rodriguez, Brian (POL); Andraychak,
	Michael (POL); Cox, Andrew (POL); JOHN HOOPER; Corgas, Christopher (ECN);
	Thompson, Marianne (ECN)
Subject:	SOTF - Notice of Appearance - Complaint Committee: October 20, 2020, 5:30 p.m.

Good Afternoon:

Notice is hereby given that the Complaint Committee (Committee) of the Sunshine Ordinance Task Force (Task Force) shall hold hearings on complaints listed below to: 1) determine if the Task Force has jurisdiction; 2) review the merits of the complaints; and/or 3) issue a report and/or recommendation to the Task Force.

Date:	October 20, 2020
Location:	Remote Meeting
Time:	5:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (c) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19097: Complaint filed by Anonymous against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19128: Complaint filed by Anonymous against Chief William Scott, Sgt. Brian Rodriguez, Michael Andraychak and the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25, 67.26, 67.27 and 67.29-7(a) by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (4) working days before the hearing. For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, October 15, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

 $\overset{\circ}{a}$ Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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From:	SOTF, (BOS)
Sent:	Friday, June 14, 2019 10:24 AM
To:	Steinberg, David (DPW); Goldberg, Jonathan (DPW)
Cc:	JOHN HOOPER
Subject:	SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062
Attachments:	SOTF - Complaint Procedure 2018-12-05 FINAL.pdf; 19062.pdf

Good Morning:

Public Works has been named as a Respondent in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice. This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

- 1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
- 2. Date the relevant records were provided to the Complainant.
- 3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
- 4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
- 5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges: Complaint Attached.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724



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From:	SOTF, (BOS)
Sent:	Friday, June 21, 2019 3:11 PM
To:	THOREEN, PEDER (CAT); WOLF, MARC (CAT)
Subject:	SOTF - Request for DCA Memo; File No. 19062
Attachments:	SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062; Re:
	SOTF complaint- OEWD, Public Works, SF Parks Alliance, DPW; 19062 Summary.docx;
	RE: SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062; Re:
	SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19062; 19062
	Complaint.pdf; More re SOTF complaint re GBDs

Dear Peder and Marc:

Attached are the materials for a DCA memo for file no. 19062. Please prepare a memo and please try to get it to me by next Friday 6/28/19. Thanks and have a nice weekend. It should be warm.

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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From:	JOHN HOOPER <hooparb@aol.com></hooparb@aol.com>
Sent:	Thursday, July 25, 2019 5:38 PM
To:	SOTF, (BOS)
Cc:	mark@innersunsetsf.org;
Subject:	Re: SOTF - confirming 8/20 hearing #19063

No problem, Cheryl. I'm marking August 20.

John Hooper

On Jul 25, 2019, at 4:56 PM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

Lam in receipt of and thank you for your email. MY MISTAKE!! You only need to appear on August 20 before the Complaint Committee for the matters outlined below. Lapologize if this, caused you any trouble. Ewill be sending out a Notice of Appearance soon.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner. (attachment)

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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Confirming my appearance requested for Monday 7/29 per your email of 7/12 below.

Can you let me know agenda, place and time? Thanks!

John Hooper

On Jul 12, 2019, at 12:34 PM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

You have a total of four complaints (DPW (File No. 19062), OEWD (File No. 19061), Rec & Park (File No. 19064) and SFParks Alliance (File No. 19063)). I have separated those complaints into four because you are alleging noncompliance with three of the departments and we need to keep each complaint separate. In addition, we can only schedule two complaints per Petitioner per committee hearing. So I scheduled your 19063, SFParks Alliance, to be heard on July 29. Your other two complaints will be heard in the near future. Let me know if you have other questions.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction

form.

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From: John C. Hooper <<u>hooparb@aol.com</u>> Sent: Friday, July 12, 2019 11:10 AM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Subject: Re: SOTF -question re- Complaint Committee agenda; July 23, 2019 5:30 p.m.

Dear Cheryl:

A question about my May 29,2019 complaint (which you have kindly agreed to postpone):

In your July 9 hearing notice, the complaint is desribed as being only against SF Parks Alliance. However, as I have tried to make clear in several clarifying emails since my original complaint, I am expecting additional information from OEWD and DPW and have not realeased thos agencies from my complaint.

I have only released Rec/Park Dept from the complaint as that department has apparently sent me all requested information.

Please let me know that you understand that the complaint as described below incorrectly omits OEWD and DPW.

Thanks,

John Hooper

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

From: JOHN HOOPER <<u>hooparb@aol.com</u>> To: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Cc: <u>drew@sfparksalliance.org</u> <<u>drew@sfparksalliance.org</u>>; <u>brookeray@sfparksalliance.org</u> <<u>brookeray@sfparksalliance.org</u>> Sent: Wed, Jul 10, 2019 9:07 am Subject: Re: SOTF - Updated Notice of Appearance - Complaint Committee; July 23, 2019 5:30 p.m.

Hi Cheryl: thanks so much!

John Hooper

On Jul 10, 2019, at 8:38 AM, SOTF, (BOS) <<u>sotf@sfgov.org</u>> wrote:

Dear Mr. Hooper:

I am in receipt of your request for postponement and accept it. Since this is your first request, we will note it as such in our records. After that any postponements requested must be approved by the Committee. By way of this email, I am notifying the respondent of your request.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

> <image001.png> Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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From: JOHN HOOPER <<u>hooparb@aol.com</u>> Sent: Tuesday, July 9, 2019 7:03 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>> Subject: Re: SOTF - Updated Notice of Appearance - Complaint Committee; July 23, 2019 5:30 p.m.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear SOTF: Re: File # 19063 - request to postpone

I have a conflict the afternoon of July 23. May I ask you to reschedule that agenda item at another meeting. Please excuse the inconvenience.

John Hooper

On Jul 9, 2019, at 3:32 PM, SOTF, (BOS) <<u>sotf@sfqov.org</u>> wrote:

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: July 23, 2019

Location: City Hall, Room 408

Time: 5:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19060: Complaint filed by Ashley Rhodes against the Arts Commission for allegedly violating Administrative Code, Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19025: Complaint filed by Jamie Whitaker against the Homelessness and Supportive Housing for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19058: Complaint filed by Robert M. Smith against the Fine Arts Museum of San Francisco for allegedly

violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19063: Complaint filed by John Hooper against SFParks Alliance for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19068: Complaint filed by Sophia De Anda against the Human Services Agency for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, July 16, 2019.

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

> <image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form.

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From:	SOTF, (BOS)
Sent:	Monday, July 29, 2019 2:06 PM
To:	Juan De Anda; Rudakov, Vladimir (HSA); Pang, Ken (HSA); JOHN HOOPER; Corgas, Christopher (ECN); Thompson, Marianne (ECN); Nuru, Mohammed (DPW); Steinberg, David (DPW); Goldberg, Jonathan (DPW); 72056-97339218@requests.muckrock.com; Cote, John (CAT); 72902-46637773@requests.muckrock.com; Heckel, Hank (MYR)
Subject:	SOTF - Notice of Appearance - Complaint Committee; August 20, 2019 5:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date:	August 20, 2019	
Location:	City Hall, Room 408	
Time:	5:30 p.m.	

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19068: Complaint filed by Sophia De Anda against the Human Services Agency for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19044: Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19047: Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Office of the Mayor for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.25 and 67.29-5, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, August 13, 2019.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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From: Sent: To: Subject: John C. Hooper <hooparb@aol.com> Wednesday, August 28, 2019 12:31 PM SOTF, (BOS) SOTF hearing schedule

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Cheryl:

Wanted to let you know that I will be out of town from Sept 16 til Oct 12.

I don't know the SOTF hearing schedule for the foreseeable future, but I won't be available during that time.

This pertains to my two complaints heard before the Complaints Committee on August 20, 2019 and an outstanding complaint concerning SF Parks Allaince.

As always, thanks for your help.

John Hooper 415-626-8880

Leger, Cheryl (BOS) SOTF, (BOS) From: Sent: Tuesday, January 7, 2020 4:29 PM To: 'libraryusers2004@yahoo.com'; Buckley, Theresa (TTX); Cisneros, Jose (TTX); Gard, Susan (HRD); Callahan, Micki (HRD); 'terence kerrisk'; 'JOHN HOOPER'; Corgas, Christopher (ECN); Thompson, Marianne (ECN); Nuru, Mohammed (DPW); Goldberg, Jonathan (DPW); Steinberg, David (DPW); '72056-97339218@requests.muckrock.com'; COTE, JOHN (CAT); 'Justin Barker'; 'vitusl@sfzoo.org'; tanyap@sfzoo.org; 'MICHAEL PETRELIS'; Breed, Mayor London (MYR); Heckel, Hank (MYR); '76434-70600365 @requests.muckrock.com* SOTF - Notice of Appearance, January 21, 2020 - Sunshine Ordinance Task Force; 4:00

Subject:

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: January 21, 2020

Location: City Hall, Room 408

Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

PM

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19011: Complaint filed by the Library Users Association against Theresa Buckley, Jose Cisneros, Christa Brown, Anne Stuhldreher and the Office of the Treasurer and Tax Collector for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(a)(b)(c), by failing to respond to a request for public records in a timely and/or complete manner and by failing to provide the requestor with assistance by directing the requestor to the proper office or staff person.

File No. 19015: Complaint filed by Terrence J. Kerrisk against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19044: Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 61.26, 61.27, Government Code Sections 6253, 6253.9 and 6255, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19092: Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19093: Complaint filed by Michael Petrelis against Sean Elsbernd and the Office of the Mayor for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21 by failing to respond to a request for public records in a timely and/or complete manner.

File No. 19091: Complaint filed by Anonymous against Mayor London Breed, the Office of the Mayor, Hank Heckel, Tryone Jue, Sean Elsbernd, Andres Power, Andrea Bruss, Marjon Philhour, Jeff Cretan, Sophia Kittler for allegedly violating Administrative Code, (Sunshine Ordinance) Sections 67.21, 67.26, 67.27 and 67.29-7, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, January 13, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

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Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

From:	john hooper <johnchooper@icloud.com></johnchooper@icloud.com>
Sent:	Tuesday, February 4, 2020 8:14 AM
To:	SOTF, (BOS)
Subject:	Re: SOTF materials submitted for the record? File # 19061 and 19062

Thank you, Cheryl. The only time I expect to be out of town will be FEB 24- MAR 1 (visiting kids and grandkids). Best!

John Hooper

> On Feb 3, 2020, at 2:10 PM, SOTF, (BOS) <sotf@sfgov.org> wrote:

- > Mr. Hooper: I have put the materials you submitted at the SOTF hearing in your two files. I do not know when next your complaints will be heard by the Complaint Committee, but will notify you immediately when they are. Thank you.
- > Cheryl Leger
- > Assistant Clerk, Board of Supervisors
- > Tel: 415-554-7724
- >

>

- > Click here to complete a Board of Supervisors Customer Service Satisfaction form.
- >

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> -----Original Message-----

> From: john hooper <johnchooper@icloud.com>

> Sent: Saturday, February 1, 2020 9:14 AM

> To: SOTF, (BOS) <sotf@sfgov.org>

> Subject: SOTF materials submitted for the record? File # 19061 and 19062

> >

> This message is from outside the City email system. Do not open links or attachments from untrusted sources.

- >
- >
- >
- > Hi Cheryl:

> May I consider the written statement with attachment that I offered at the recent SOTF meeting as submitted for the record for the next Complaints Committee meeting?

> I had forgotten to submit new material in a timely manner to the full SOTF before the Jan 21 hearing and the new materials were sent back to the Complaints Committee, as was entirely proper.

> Do you know yet when the Complaints Committee will calendar my items?

> Thanks, as always.

>

>

>

>

>

> John Hooper

From:	SOTF, (BOS)
Sent:	Thursday, February 6, 2020 2:12 PM
To:	79999-25916958@requests.muckrock.com; Megan Bourne; 80695-54486849
	@requests.muckrock.com; Cityattorney; Cote, John (CAT); Coolbrith, Elizabeth (CAT);
	JOHN HOOPER; Corgas, Christopher (ECN); Thompson, Marianne (ECN); Goldberg,
	Jonathan (DPW); Steinberg, David (DPW); S; McHale, Maggie (HRD); Voong, Henry
	(HRD); Callahan, Micki (HRD)
Subject:	SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m.

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date:	February 18, 2020
Location:	City Hall, Room 408
Time:	5:30 p.m.

File No. 19113: Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

P1571

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 12, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

 $\overset{\mathfrak{O}}{\underline{\mathfrak{a}}}$ Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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From:	SOTF, (BOS)
Sent:	Monday, March 9, 2020 1:39 PM
To:	John C. Hooper
Cc:	Leger, Cheryl (80S); Corgas, Christopher (ECN); Thompson, Marianne (ECN); Steinberg,
	David (DPW); Goldberg, Jonathan (DPW); Calvillo, Angeia (BOS)
Subject:	SOTF - Request for Postponement 19061 and 19062 - Granted

Mr. Hooper:

Pursuant to the SOTF Complaint procedures your request to postpone your hearings (File Nos. 19061 and 19062) scheduled before the Complaint Committee on 3/17 has been granted.

Cheryl will be in touch with you to reschedule the matter (most likely on April 21, 2020.)

Thank you.

Victor Young Assistant Clerk Board of Supervisors phone 415-554-7723 | fax 415-554-5163 victor.young@sfgov.org | www.sfbos.org

From: John C. Hooper <hooparb@aol.com>
Sent: Thursday, March 5, 2020 12:43 PM
To: SOTF, (BOS) <sotf@sfgov.org>; Campbell, Thomas (FAM) <tcampbell@famsf.org>; 7999925916958@requests.muckrock.com; 80695-54486849@requests.muckrock.com; Cityattorney
<Cityattorney@sfcityatty.org>; COTE, JOHN (CAT) <John.Cote@sfcityatty.org>; Thompson, Marianne (ECN)
<marianne.thompson@sfgov.org>; Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; Steinberg, David (DPW)
<david.steinberg@sfdpw.org>; grovestand2012@gmail.com; McHale, Maggie (HRD) <maggie.mchale@sfgov.org>;
Voong, Henry (HRD) <henry.voong@sfgov.org>
Subject: Re: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

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Re #19061 and #19062:

I apologize, but I will not be able to attend the 3/17 meeting. For the record, I was prepared to speak at the Feb 18 meeting which was cancelled for lack of a quorum. Please let me know when the next Complaint Committee meeting is expected. John Hooper

-----Original Message-----From: SOTF, (BOS) <<u>sotf@sfgov.org</u>> To: Campbell, Thomas (FAM) <<u>tcampbell@famsf.org</u>>; <u>79999-25916958@requests.muckrock.com</u> <<u>79999-</u> <u>25916958@requests.muckrock.com</u>>; <u>80695-54486849@requests.muckrock.com</u> <<u>80695-</u> <u>54486849@requests.muckrock.com</u>>; Cityattorney@sfcityatty.org>; COTE, JOHN (CAT) <<u>John.Cote@sfcityatty.org</u>; JOHN HOOPER <<u>hooparb@aol.com</u>; Thompson, Marianne (ECN)
<<u>marianne.thompson@sfgov.org</u>; Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>}; Steinberg, David (DPW)
<<u>david.steinberg@sfdpw.org</u>; Stephen <<u>grovestand2012@gmail.com</u>}; McHale, Maggie (HRD)
<<u>maggie.mchale@sfgov.org</u>; Voong, Henry (HRD) <<u>henry.voong@sfgov.org</u>}
Sent: Thu, Mar 5, 2020 10:11 am
Subject: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: March 17, 2020

Location: City Hall, Room 408

Time: 5:30 p.m.

File No. 19113: Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, February 12, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

 $\frac{\partial}{\partial \omega}$ Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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 From:
 JOHN HOOPER <hooparb@aol.com>

 Sent:
 Tuesday, May 5, 2020 11:10 AM

 To:
 SOTF, (BOS)

 Cc:
 Steinberg, David (DPW)

 Subject:
 Re: SOTF - 1/21/20 statement re 19061 and 19062?

Hi again Cheryl: I can't find the testimony I submitted in person at the SOTF hearing on 1/21/20 in the link you provided to David.

I'm working off a tiny phone screen and apologize if I missed something.

John Hooper

On May 5, 2020, at 11:02 AM, SOTF, (BOS) <sotf@sfgov.org> wrote:

John, Will do.

Cheryl

From: JOHN HOOPER <hooparb@aol.com> Sent: Tuesday, May 5, 2020 11:01 AM To: Steinberg, David (DPW) <david.steinberg@sfdpw.org> Cc: SOTF, (BOS) <sotf@sfgov.org> Subject: Re: SOTF - Why Public Works is included in SOTF complaints regarding GBDs

Hi David and Cheryl and hope you and yours are all safe and sound!

To respond to David's observation of 3/5/20 (below) asking why Public Works is involved before SOTF, In complaints involving GBDs, it is simply because concerned citizens assume that DPW is knowledgeable about all matters pertaining to Green Benefit Districts (GBD) because Public Works' staff includes a full time person working on GBDs.

We have repeatedly requested of SOTF that the full-time Public Works staffer who is responsible for GBDs be required to appear before the SOTF to explain the program. We appreciate David Steinberg's several appearances before SOTF but his responsibilities as custodian of records are different than the line officer responsible for GBDs.

We hereby renew our request that SOTF require the responsible official(s) at PW to come before the committee and respond to concerns.

Cheryl, would you please include this exchange of emails as part of the official record of 19061 and 19062.

Thank you!

John Hooper

On May 5, 2020, at 9:43 AM, Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>> wrote:

Thanks, Cheryl,

Glad to hear you're back. Hope you're staying safe and healthy in this crazy time!

Regards,

<irage004.jpg> David A. Steinberg Custodian of Records & Executive Assistant to the Director San Francisco Public Works | City and County of San Francisco City Hali, Room 348 - 1 Dr. Carlton B. Goodlett Pl. | San Francisco, CA 94102 | (415) 554-6950 sfpublicworks.org - twitter.com/sfpublicworks

For public records requests, please go to sfpublicworks.org/records.

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>>
Sent: Tuesday, May 5, 2020 9:43 AM
To: Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>
Cc: JOHN HOOPER <<u>hooparb@aol.com</u>>
Subject: RE: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30
p.m.

Hello David!! As of last week I am back from medical leave. I have included a link to the January 21, 2020, Agenda where you will find the records you are seeking. Let me know if you need anything else from me.

https://sfgov.org/sunshine/sites/default/files/sotf_012120_agenda.pdf

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image005.png> Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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Sent: Thursday, March 5, 2020 2:12 PM

To: John C. Hooper <<u>hooparb@aol.com</u>>; SOTF, (BOS) <<u>sotf@sfgov.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>>

Subject: RE: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

Mr. Hooper or Cheryl,

Can we see the documents that were submitted at the full SOTF hearing? The existence of these "new" documents are ostensibly the reason we are back at the Complaints Committee, though I don't know why they have any relevance to the complaint against Public Works.

Thank you,

<image006.jpg>

David A. Steinberg

Custodian of Records & Executive Assistant to the Director San Francisco Public Works | City and County of San Francisco City Hall, Room 348 - 1 Dr. Carlton B. Goodlett Pl. | San Francisco, CA 94102 | (415) 554-6950 <u>sfpublicworks.org</u> <u>twitter.com/sfpublicworks</u>

For public records requests, please go to sfpublicworks.org/records.

From: John C. Hooper <<u>hooparb@aol.com</u>> Sent: Thursday, March 5, 2020 12:43 PM To: SOTF, (BOS) <<u>sotf@sfgov.org</u>>; Campbell, Thomas (FAM) <<u>tcampbell@famsf.org</u>>; 79999-25916958@requests.muckrock.com; 80695-54486849@requests.muckrock.com; Cityattorney <<u>Cityattorney@sfcityatty.org</u>>; COTE, JOHN (CAT) <<u>John.Cote@sfcityatty.org</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>>; Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>; grovestand2012@gmail.com; McHale, Maggie (HRD) <<u>maggie.mchale@sfgov.org</u>>; Voong, Henry (HRD) <<u>henry.voong@sfgov.org</u>> Subject: Re: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

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Re #19061 and #19062:

I apologize, but I will not be able to attend the 3/17 meeting. For the record, I was prepared to speak at the Feb 18 meeting which was

P1578

cancelled for lack of a quorum. Please let me know when the next Complaint Commmittee meeting is expected. John Hooper

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

From: SOTF, (BOS) <<u>sotf@sfgov.org</u>>

To: Campbell, Thomas (FAM) <<u>tcampbell@famsf.org</u>>; <u>79999-</u> <u>25916958@requests.muckrock.com</u> <<u>79999-25916958@requests.muckrock.com</u>>; <u>80695-54486849@requests.muckrock.com</u> <<u>80695-</u> <u>54486849@requests.muckrock.com</u>>; Cityattorney@sfcityatty.org>; COTE, JOHN (CAT) <<u>John.Cote@sfcityatty.org</u>>; JOHN HOOPER <<u>hooparb@aol.com</u>>; Thompson, Marianne (ECN) <<u>marianne.thompson@sfgov.org</u>>; Corgas, Christopher (ECN) <<u>christopher.corgas@sfgov.org</u>>; Steinberg, David (DPW) <<u>david.steinberg@sfdpw.org</u>>; Stephen <<u>grovestand2012@grnail.com</u>>; McHale, Maggie (HRD) <<u>maggie.mchale@sfgov.org</u>>; Voong, Henry (HRD) <<u>henry.voong@sfgov.org</u>> Sent: Thu, Mar 5, 2020 10:11 am Subject: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: March 17, 2020

Location: City Hall, Room 408

Time: 5:30 p.m.

File No. 19113: Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

File No. 19120: Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine

Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by *5:00 pm, February 12, 2020.*

Cheryl Leger

Assistant Clerk, Board of Supervisors Tel: 415-554-7724

<image005.png>

Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

The <u>Legislative Research Center</u> provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the Son Francisca Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the *Clerk's Office regarding pending legislation or hearings will be* made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal informationincluding names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees-may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

From:	SOTF, (BOS)
Sent:	Friday, November 13, 2020 4:59 PM
То:	'r s'; Bourne, Megan (FAM); Heckel, Hank (MYR); '81242-04060798
	@requests.muckrock.com'; Breed, London (MYR); Breed, Mayor London (MYR);
	'Anonymous'; Gerull, Linda (TIS); Makstman, Michael (TIS); Licudine-Barker, Arlene (TIS);
	'JOHN HOOPER'; Thompson, Marianne (ECN); Steinberg, David (DPW); 'S'; McHale,
	Maggie (HRD); Voong, Henry (HRD)
Cc:	Young, Victor (BOS); Somera, Alisa (BOS); Calvillo, Angela (BOS)
Subject:	SOTF - Remote Meeting of the Sunshine Ordinance Task Force - Notice of Appearance,
	December 2, 2020; 4:00 PM
Attachments:	SOTF - Complaint Procedure 2019-10-02 FINAL.pdf

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date:	December 2, 2020
Location:	Remote Meeting

Time: 4:00 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

File No. 19058: Complaint filed by Robert M. Smith against the Fine Arts Museum of San Francisco for violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19103: Complaint filed by Anonymous against Mayor London Breed, Hank Heckel and the Mayor's Offices for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, 67.25 and 67.26, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

File No. 19119: Complaint filed by Anonymous against the Department of Technology for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b), 67.26 and 67.27, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19061: Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19062: Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

File No. 19140: Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by 5:00 pm, November 19, 2020.

Cheryl Leger Assistant Clerk, Board of Supervisors Tel: 415-554-7724

 $\overset{@}{ab}$ Click <u>here</u> to complete a Board of Supervisors Customer Service Satisfaction form.

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Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees —may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.