

SUNSHINE ORDINANCE TASK FORCE  
AGENDA PACKET CONTENTS LIST

Complaint Committee

Date: October 20, 2020

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Completed by: C. Leger Date 10/14/20

\*An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document is in the file.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

May 29, 2019

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

2019 JUN -1 PM 2:35

BY AK

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.

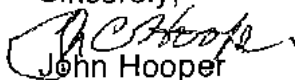
The City is required to release all documents and information prepared using public funding, whether these materials are the work of City employees directly or the work product of City grantees or other groups benefitting from public funding. As described in my letter of February 11, 2019, the City - 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 Mission 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 referred to the full Task Force for its consideration.

Thank you for your attention to this complaint.

Sincerely,



John 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

February 11, 2019

Sent by email and certified Mail

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” <http://placelabsf.org/about/>; and Parks Alliance 2018 Impact Report, p.1, [https://www.sfparksalliance.org/sites/default/files/2018\\_SFPA\\_Impact\\_report.pdf](https://www.sfparksalliance.org/sites/default/files/2018_SFPA_Impact_report.pdf)).

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, meeting 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 Sunshine 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



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

cc: standard distribution

Address list:

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

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



DENNIS J. HERRERA  
City Attorney

PEDER J. V. THOREEN  
Deputy City Attorney

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

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**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.

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**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.

\* \* \*

**MEMORANDUM  
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**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 entities 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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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, 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 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

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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.



**MEMORANDUM  
PRIVILEGED & CONFIDENTIAL**

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(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.

(l) 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.

**MEMORANDUM  
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TO: Sunshine Ordinance Task Force  
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**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 exempt 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.

**MEMORANDUM  
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force  
DATE: July 15, 2019  
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Development

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(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 designee 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).

**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

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**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

**MEMORANDUM  
PRIVILEGED & CONFIDENTIAL**

TO: Sunshine Ordinance Task Force  
DATE: July 15, 2019  
PAGE: 10  
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Development

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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.

(e) 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 ([hooparb@aol.com](mailto:hooparb@aol.com)); 201 Buena Vista Ave., East, SF, CA 94117-4103  
(Complainant); Chris Corgas ([Christopher.Corgas@sfgov.org](mailto:Christopher.Corgas@sfgov.org)) Marianne M. Thompson  
([Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)) Office of Economic and Workforce Development  
(Respondent)

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**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)

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**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Wednesday, October 14, 2020 1:01 PM  
**To:** SOTF, (BOS)  
**Subject:** Re: Parks Alliance/Public Works/OEWD and corruption: "benefit" districts lay groundwork for private firms to take over City services

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

Hi Cheryl: This letter to Tim Redmond is a further attempt on my part to explain the central role that "benefit" districts have played in the corruption scandals that have swept the City.

Please include this note including the full letter(s) below in the files #19061 and #19062 so this information is available to SOTF members to read prior to the October 20 Complaint Committee hearing.

Thanks as always!

John Hooper

On Oct 14, 2020, at 12:44 PM, JOHN HOOPER <hooparb@aol.com> wrote:

Hi Tim: Parks Alliance Board now includes real estate developer OZ Erickson. Another big developer, former Parks Alliance Board member Michael Yarne, first introduced the idea that Parks Alliance get paid

by OEWD to promote special elections to set up "benefit" districts, thereby accelerating privatization of basic government services.

Below is an adaptation of a recent letter I wrote trying to explain this issue as being central to our corruption crisis in SF gov't.

Stay well!-

John Hooper

**Subject: Re: Parks Alliance/Public Works/OEWD and corruption: "benefit" districts lay groundwork for private firms to take over City services**

Another aspect of this complex subject, which has not yet received much attention, are City-funded efforts to establish Commercial Benefit Districts (CBDs) and Green Benefit Districts (GBDs), both of which encourage basic City services to be privatized with (historically) Mohammed Nuru making the decisions about what private companies or cronies then get the contracts for "extra" police, street cleaning and park maintenance.



More recently, multi-millionaire Chris Larsen has used CBDs as his vehicle to distribute hundreds of surveillance cameras via six CBDs in disregard of City ordinance and any public process.

For several years, DPW has had a full time employee - Jonathan Goldberg - promoting Green Benefit Districts (GBDs) which promise to provide "additional services" for residential neighborhoods which agree to assess themselves.

The funding to promote GBDs comes through Public Works and the Mayor's Office of Economic and Workforce Development (OEWD). Real estate developer Michael Yaerne gained City approval to set up GBDs while he worked at OEWD when Gavin Newsom was Mayor.

In effect, the City is funding lobbying campaigns to influence special elections and thus reduce its own responsibilities for cleaning up the City and setting up frameworks to hand off basic services to private firms.

Tecnnically, City employees are forbidden by law from becoming involved in elections, but establishing CBDs and GBDs both require special elections, and, in reality, City agencies place their thumbs heavily on the scale, using taxpayer dollars to fund City staffers to promote benefit districts and through non-profits to influence the process while hiding the City's role. The City Attorney has been alerted to this problem on a number of occasions.

GBDs have been defeated in several neighborhoods, including the Inner Sunset and Haight (where I live), and most recently in the Dolores Park neighborhood where a divisive two year effort has just been called off. Property owners in these areas have generally responded to these City-funded lobbying efforts to convince property owners to tax themselves, by asking "don't we already pay property taxes to provide for policing, street cleaning and park maintenance?"

Once again, **Parks Alliance has been at the center of these illegal efforts and has been paid by the City to be the foot-soldier in these campaigns to privatize City services.** The contract between the City and Parks Alliance for the failed effort in the Haight, for example, came to \$221,000. The total cost of the effort in the Dolores Park area is still unknown but similar. Parks Alliance routinely used taxpayer dollars to set up websites, to run highly biased public meetings, pay for promotional mailers, run Petition Drives to the Board of Supervisors and was prepared to influence special elections by having all City-owned properties in targetted neighborhoods vote in favor of assessing neighbors.

A number of neighbors from different areas of the City have testified for the past two or three years before the Sunshine Ordinance Task Force (SOTF) to try to reveal the relationship between DPW, OEWD and Parks Alliance in promoting new residential assessment districts using taxpayer dollars.

You can obtain detailed information about this effort by asking SOTF for files #19061 and #19062. I expect to testify once again before the SOTF on October 20. SOTF has shown little interest in this issue to date. Now that Parks Alliance finds itself at the center of a City government corruption scandal, there may be some reason to hope that SOTF will help concerned citizens get to the bottom of this matter.

Anyhow, this whole effort to use public funds to set up special assessment districts to privatize services has not been fully exposed and I thought it would interest you.

John Hooper  
Haight-Ashbury

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/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

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.

#### 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:
  - Fact sheet
  - 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
  - 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
  - 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 of 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
  - 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:
  - Content
  - Layout and design
  - Any and all revisions
- Survey summary report shall include
  - Results of community meetings
  - Finalized survey results
  - 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:
  - Meeting preparation
  - Meeting materials
  - Meeting facilitation
  - Meeting minutes/notes
  - 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
  - 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.
- 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**

- 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:
  - APN.
  - Owner Name.
  - SITUS.

- Parcel characteristics used to calculate assessments
- Total Assessment to be paid on that parcel.
- % that parcel's payment would be of total (% of total assessment).
- Care of.
- Mailing Address.
- Mailing City.
- 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
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - Making and setting up phone calls
  - 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.
- 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:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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. 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**

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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**

## Leger, Cheryl (BOS)

---

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

**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.



**Leger, Cheryl (BOS)**

---

**From:** John C. Hooper <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)

## Young, Victor (BOS)

---

**From:** John C. Hooper <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. 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 I 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, 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. 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.

11/11/2019 10:00

11/11



9414 7102 0088 3030 6358 28

**F**

US POSTAGE AND FEES PAID  
FIRST-CLASS  
Feb 11 2019  
Mailed from ZIP 94117  
1 oz First-Class Mail Letter



CD 075910

071V01330108

**USPS FIRST-CLASS**

JOHN HOOPER  
201 BUENA VISTA AVE E  
SAN FRANCISCO CA 94117

C006

RETURN RECEIPT REQUESTED

SHIP  EW  
TO: MARIANNE THOMPSON  
1 DR CARLTON B GOODLETT PL  
#448  
SAN FRANCISCO CA 94102-4603

NOT DELIVERABLE TO SENDER  
UNABLE TO AS ADDRESSED  
UNABLE TO FORWARD  
94102-4603  
94102-4603-17

**DITK**

**Young, Victor (BOS)**

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**From:** John C. Hooper <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:

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 AM  
**To:** 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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-----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](mailto:victor.young@sfgov.org) | [www.sfbos.org](http://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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Hi Victor:

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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)

4/89



9414 7102 0088 3030 6358 28

**F**  
FIRST CLASS MAIL PERMIT NO. 1177 SAN FRANCISCO CA 94117

US POSTAGE AND FEES PAID  
FIRST-CLASS  
Feb 11 2019  
Mailed from ZIP 94117  
1st Class Mail® Mailer  
CID: 075518



071V01330108

**USPS FIRST-CLASS**

JOHN HOOPER  
201 BUENA VISTA AVE E  
SAN FRANCISCO CA 94117

C006

RETURN RECEIPT REQUESTED

SHIP  DEWD  
TO: MARIANNE THOMPSON  
1 DR CARLTON B GOODLETT PL  
#448  
SAN FRANCISCO CA 94102-4603

EXPER 987 CC 1. 0282/17/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

EC: 94127410501 \*2472-00888-10

**0774**

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  or  Econ (circle one)

Grant Coordinator: Byron M Lam

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



### 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*

FE0E9E19101A438...

Jennifer M. Collins

**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 **JULY 1, 2018**, in the City and County of San Francisco, State of California, by and between SAN FRANCISCO PARKS ALLIANCE, 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 acknowledged, 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,

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.
- (l) "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

Or

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

(o) "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) JULY 1, 2018 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2020.

### 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 Grantee'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 meet 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 exercise 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 discretion 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.

(e) 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 Eligible 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 reimbursement 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.** Grantee 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 creates 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 may retain and use copies of such creations for reference and as documentation of its experience and 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 hereunder 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 hereunder. 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.** Grantee 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 Location.** 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 Grantee 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, Grantee 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 certifies that Grantee is not suspended, debarred 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

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the 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 counsel 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 hereunder 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.

**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.

(e) **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.** Grantee (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 custodian, 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 hereunder 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 subgrantees, 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; provided, however, 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 assignee 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 (and 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

**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 Economic and Workforce Development  
1 South Van Ness Ave., 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: CHRIS CORGAS  
Email: CHRISTOPHER.CORGAS@SFGOV.ORG

**Funding Requests:** Email: oewd.ap@sfgov.org

**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.

**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; Penalties.**

(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. Grantee'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 bereavement 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 tropical 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

assessed shall be payable to City upon demand and may be offset against any monies 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](http://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 subcontractors 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 exempt 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 individual 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 damages 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 Grantee 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 Political 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 member 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 Grantee 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 executing 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](http://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 diversion 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 under 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 conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or 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 incur 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 Francisco 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:

1. (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

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 Liability
Section 6.5	Books and Records		
Section 6.6	Inspection and Audit	Section 10.4	Required Post-Expiration Coverage
Section 6.7	Submitting False Claims; Monetary Penalties	Article 12	Disclosure of Information and Documents
Section 6.8	Ownership of Results	Section 13.4	Grantee Retains Responsibility
Article 7	Taxes	Section 14.3	Consequences of Recharacterization
		Article 17	Miscellaneous

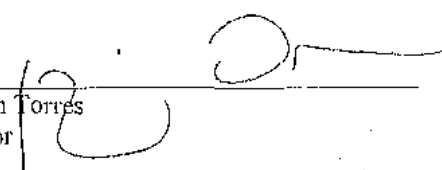
**17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to 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:** \_\_\_\_\_

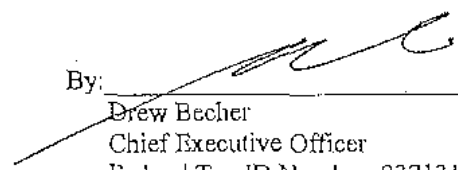
**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation, acting by and through its  
**OFFICE OF ECONOMIC AND**  
**WORKFORCE DEVELOPMENT**

By:   
Joaquin Torres  
Director

**GRANTEE:** \_\_\_\_\_

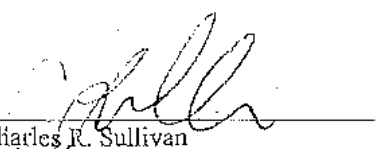
By signing this Agreement, I certify on behalf of Grantee and not in my individual capacity that Grantee complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

**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



### 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 Grantee 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) telephone 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.

**Program Budget**

<b>Budget Line Item</b>	<b>Description of Deliverable / Payment Trigger</b>	<b>Budget Amount</b>
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)	\$ -
	<b>Total Budget Amount</b>	<b>\$ 156,984.00</b>

## 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, 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** – 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.

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
  - Meeting materials
  - Meeting facilitation
  - Meeting minutes/notes
  - 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:
  - Fact sheet
  - Frequently Asked Questions (FAQs)
  - 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**

- 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
  - Meeting materials
  - Meeting facilitation
  - Meeting minutes/notes
  - 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:
  - Content
  - Layout and design
  - Any and all revisions
- Outreach summary report shall include
  - Results of community meetings
  - Finalized survey results
  - 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:
  - Mailer productions
  - Setting up and hosting meetings
  - 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:
  - Fact sheet
  - 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
  - Meeting minutes/notes



- 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
  - Owner Name
  - SITUS
  - Mailing Address
  - Mailing City
  - Mailing State
  - Mailing Zip Code
- Grantee shall develop and maintain a business database of all businesses with Project Area B. Business database shall include:
  - Business name
  - Business address
  - 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
  - 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:
  - Content
  - Layout and design
  - Any and all revisions
- Survey summary report shall include
  - Results of community meetings
  - Finalized survey results
  - Recommendations and suggestions for the Project Area B GBD steering committee

- 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
- 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
  - 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 up 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**

- 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:
  - APN.
  - Owner Name.
  - SITUS.

- Parcel characteristics used to calculate assessments
- Total Assessment to be paid on that parcel.
- % that parcel's payment would be of total (% of total assessment).
- Care of.
- Mailing Address.
- Mailing City.
- 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
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - Making and setting up phone calls
  - 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.
- 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:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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. 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**

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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**



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

- I. 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 information 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. *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.*
- 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. *NOTE: All*

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 upon 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.

Appendix D – Interest in Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

**Appendix E--Permitted Subgrantees**

**None**



April 3, 2019

by email and Certified Mail

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.

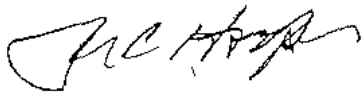
Thus, The City may have been improperly funding political efforts behind formation of the Dogpatch, Inner Sunset, Buena Vista Park neighborhood, and Dolores Park GBDs.

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,



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](http://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 draft OEWD proposal - PW Edits.docx

Hi Isabel & Brooke Ray --

Here are my revisions to Isabel'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 after 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

sfpublicworks.org · twitter.com/sfpublicworks

-----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, Convenor, property owner

Jan Chernoff, property owner

Bonnie Fisher, Co-convenor, 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 <rkrbrust@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

Hans Kolbe <hanskolbe@celantrasystems.com>

Friday, June 01, 2018 11:38 AM

Corgas, Christopher (ECN); 'Brooke Ray Rivera'; Sam@biritemarket.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. Carlton 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

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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' <jimchappellst@gmail.com>; lioremg@gmail.com; nori.yatsunami.tong@gmail.com; rebecca@cads-sf.org; 'Robert Brust' <rkrbrust@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: 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

1

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 <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@sfsud.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

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---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 yatsunami 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

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 Pawłowsky, Eric (REC)

Fwd: GBD Meeting

**Young, Victor (BOS)**

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

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**From:** John C. Hooper <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

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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

**Leger, Cheryl (BOS)**

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**From:** John C. Hooper <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**

**[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1)**

**6250.**

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.

**6252.**

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.

**6253.3.**

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.5<sup>th</sup> 608, 389 P.3<sup>rd</sup> 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

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 entities 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. (*Suezaki 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, use, 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. (See § 6252, subd. (c).) 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 enacting 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.



**Leger, Cheryl (BOS)**

---

**From:** John C. Hooper <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 petition 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.

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**From:** JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**Sent:** Wednesday, August 7, 2019 8:19 AM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Cc:** Juan De Anda <[deanda\\_sophia@comcast.net](mailto:deanda_sophia@comcast.net)>; Rudakov, Vladimir (HSA) <[Vladimir.Rudakov@sfgov.org](mailto:Vladimir.Rudakov@sfgov.org)>; Pang, Ken (HSA) <[Ken.Pang@sfgov.org](mailto:Ken.Pang@sfgov.org)>; Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Nuru, Mohammed (DPW) <[mohammed.nuru@sfdpw.org](mailto:mohammed.nuru@sfdpw.org)>; Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; Goldberg, Jonathan (DPW) <[jonathan.goldberg@sfdpw.org](mailto:jonathan.goldberg@sfdpw.org)>; [72056-97339218@requests.muckrock.com](mailto:72056-97339218@requests.muckrock.com); COTE, JOHN (CAT) <[John.Cote@sfcityatty.org](mailto:John.Cote@sfcityatty.org)>; [72902-46637773@requests.muckrock.com](mailto:72902-46637773@requests.muckrock.com); Heckel, Hank (MYR) <[hank.heckel@sfgov.org](mailto:hank.heckel@sfgov.org)>  
**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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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

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.

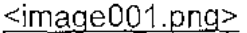
**File No. 19044:** Complaint filed by Anonymous against Dennis Herrera and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**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

 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.

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*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.*

## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Friday, June 21, 2019 11:33 AM  
**To:** SOTF, (BOS)  
**Cc:** Thompson, Marianne (ECN)  
**Subject:** 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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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 <[hooparb@aol.com](mailto:hooparb@aol.com)>

**Sent:** Thursday, June 20, 2019 2:57 PM

**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

**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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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.*

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

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

<19062.pdf>



## Leger, Cheryl (BOS)

---

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**Sent:** Thursday, June 20, 2019 2:57 PM  
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<SOTF - Complaint Procedure 2018-12-05 FINAL.pdf>

<19062.pdf>

## Leger, Cheryl (BOS)

---

**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Wednesday, May 29, 2019 8:41 AM  
**To:** 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 al .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 Mission 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 referred to the full Task Force for its consideration.

Thank you for your attention to this complaint.

Sincerely,

John Hooper  
201 Buena Vista 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

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

cc: standard distribution

**Leger, Cheryl (BOS)**

---

**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Wednesday, May 29, 2019 8:10 AM  
**To:** Thompson, Marianne (ECN); Corgas, Christopher (ECN); Nuru, Mohammed (DPW); Goldberg, Jonathan (DPW); drew@sfparksalliance.org  
**Subject:** Renewed PRA request for documents related to GBDs and not yet provided  
**Attachments:** PRA request 2\_11\_19 re GBVGBD and MDGBD -highlighted.pages.

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May 29, 2019

by email and certified mail

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

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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)**

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May 29, 2019 by email and certified mail

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

cc: standard distribution

## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Friday, June 7, 2019 4:10 PM  
**To:** SOTF, (BOS)  
**Subject:** 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 til I 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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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.png> [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>  
**Sent:** Tuesday, June 11, 2019 10:33 AM  
**To:** SOTF, (BOS)  
**Subject:** 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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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  
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<Hooper.pdf>

## Leger, Cheryl (BOS)

---

**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Monday, July 13, 2020 6:32 PM  
**To:** l-tsi@pacbell.net; Breed, Mayor London (MYR); Board of Supervisors, (BOS); Peskin, Aaron (BOS); Yee, Norman (BOS); Mandelman, Rafael (BOS); Haney, Matt (BOS); Preston, Dean (BOS); Walton, Shamann (BOS); Fewer, Sandra (BOS); Mar, Gordon (BOS)  
**Cc:** 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:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Monday, September 21, 2020 7:31 PM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF - file nos. 19061 and 19062

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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:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Thursday, September 24, 2020 11:54 AM  
**To:** SOTF, (BOS)  
**Cc:** Thompson, Marianne (ECN); Steinberg, David (DPW)  
**Subject:** Re: SOTF - rescheduling GBD hearing

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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 knowledgeable 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

[Cheryl.Leger@sfgov.org](mailto:Cheryl.Leger@sfgov.org)

Tel: 415-554-7724

Fax: 415-554-5163

[www.sfbos.org](http://www.sfbos.org)

<image009.png>

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**From:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**Sent:** Monday, September 21, 2020 10:56 AM  
**To:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Cc:** Heckel, Hank (MYR) <[hank.heckel@sfgov.org](mailto: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.

M.

<image003.png>

**From:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**Sent:** Wednesday, September 16, 2020 5:20 PM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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  
[sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

For public records requests, please go to [sfpublicworks.org/records](http://sfpublicworks.org/records).



*Note: The new contact information above is effective July 6, 2020.*

**From:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Sent:** Wednesday, September 16, 2020 2:34 PM  
**To:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**Sent:** Tuesday, September 15, 2020 3:12 PM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

For public records requests, please go to [sfpublicworks.org/records](http://sfpublicworks.org/records).

*Note: The new contact information above is effective July 6, 2020.*

**From:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Sent:** Tuesday, September 15, 2020 2:11 PM  
**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**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  
[Cheryl.Leger@sfgov.org](mailto:Cheryl.Leger@sfgov.org)  
Tel: 415-554-7724  
Fax: 415-554-5163  
[www.sfbos.org](http://www.sfbos.org)

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<hooper.pdf>

**Leger, Cheryl (BOS)**

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Saturday, September 26, 2020 8:18 AM  
**To:** SOTF, (BOS)  
**Subject:** SF Parks Alliance: Report details alleged pay-to-play scheme - Mission Local

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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-alleged-pay-to-play-scheme/>

## 'Friends of' Nuru: Report details alleged pay-to-play scheme

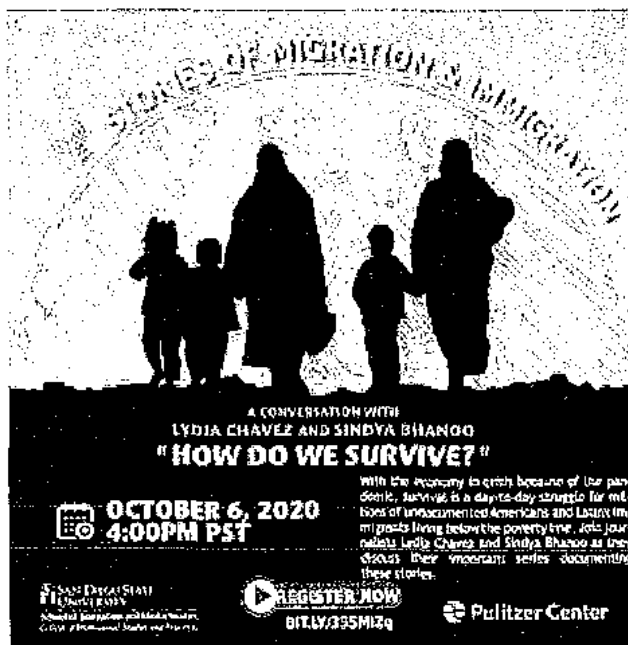
The San Francisco Controller's Office on Thursday recommended a slew of measures to prevent city departments from engaging in "pay-to-play" schemes through "non-city" entities — schemes that Mohammed Nuru, the embattled former Public Works boss and accused federal criminal, allegedly mastered.

In a detailed assessment released Thursday, the Controller homed in on the [San Francisco Parks Alliance](#), a nonprofit that makes

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 permit-seekers 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 restaurateur Nick Bovis 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

“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>  
**Sent:** Sunday, September 27, 2020 8:06 AM  
**To:** 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

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## solicit funds for department, controller says

Trisha Thadani

Sep. 25, 2020 | Updated: Sep. 25, 2020 3:45 p.m.



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



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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.

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funding.

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."

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government,” Drew Becher, CEO of the San Francisco Parks Alliance, said in a statement. “We’re a trusted partner to many community groups and city departments and welcome any and all actions that bring more transparency and oversight to ensure the public’s trust.”

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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.

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have allowed corruption to exist. Thursday's release was the second report.

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

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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](mailto:tthadani@sfchronicle.com) Twitter: [@TrishaThadan](https://twitter.com/TrishaThadan)*

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## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Friday, October 9, 2020 9:32 AM  
**To:** 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 three pages earlier. 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 city charter-enshrined monopoly to haul San Francisco's waste since 1932 — 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.

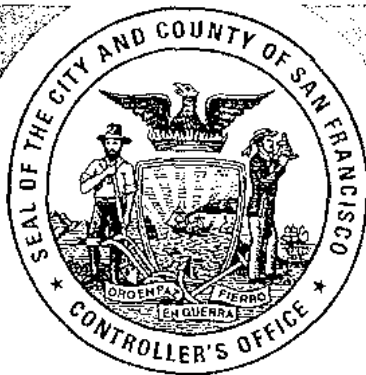
With the staunch backing of Mohammed Nuru."

<https://missionlocal.org/2020/10/nuru-recology-parks-alliance-clean-city/>

# Public Integrity Review

## Preliminary Assessment:

Gifts to Departments Through Non-C  
Organizations Lack Transparency and C  
“Pay-to-Play” Risk



CITY & COUNTY OF SAN FRANCISCO

Office of the Controller

Septem



## Assessment Summary

This preliminary assessment report summarizes gifts and support benefitting departments from city contractors and building permit applicants and holds through **non-city organizations**, including *Friends of organizations*, and on San Francisco Parks Alliance (the Parks Alliance), a nonprofit organization relationship with San Francisco Public Works (Public Works), a city department. This 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 progresses.

- **Inappropriate fundraising and directed spending.** Mohammed Nuru and others would direct staff to procure goods and services for staff approval, volunteer programs, merchandise, community support, and events from specific vendors, circumventing city purchasing controls. These purchases would then be reimbursed through Public Works subaccounts held by Parks Alliance, a non-city organization, again outside of city purchasing. Mr. Nuru solicited funds for these purchases from interested parties, including businesses that had contracts with the department or city building permit. The gifts, which were not accepted or disclosed by the City, create a "pay-to-play" relationship.



## Assessment Summary *(continued)*

This assessment offers recommendations to reduce these risks:

- **The City should prohibit non-elected department heads and employees from soliciting donations from those they regulate or do business (“interested parties”), unless specifically authorized by the Board Supervisors.** Given the reliance of some functions on philanthropy, such as the City’s museums and parks, exceptions to this prohibition would be narrowly approved by the Board to permit fundraising by specific employees for specific public purposes. Authorized fundraising should be publicly 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 reporting requirements for acceptance of gifts from outside sources.** The City’s laws requiring acceptance and reporting of gifts for public purposes, and adherence to these laws is not uniform. Policies and procedures should be reviewed and strengthened, including establishment of clearer process definitions, improved public reporting and transparency, and periodic audits 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 prohibited.** To avoid the real and perceived risk of facilitating “pay-to-play” relationships, any donations that will be used to benefit a city department or city employee should be publicly reported in a manner that permits public transparency. By accepting anonymous donations, which are prohibited by the City’s Supplemental Ordinance, the City runs the risk of taking payments from donors with a conflict of interest.
- **The City should amend practices and procedures to reduce the inappropriateness of using outside gifts to support staff appreciation.** Although our report found instances of gifts received being spent through seemingly inappropriate processes, they appeared to generally be for legitimate public purposes, including staff appreciation and celebration of team accomplishment. The City could reduce risks arising from use of gifts for staff appreciation by more clearly defining the permissible uses of public funds for these purposes, 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 all wrongdoing by city employees outlined in criminal charges brought by the City 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 restaurants; Sandra Zuniga, former director of the Mayor's Office of Neighborhood Services; Florence Kong, former member of the Immigrant Rights Commission; Balmo Hernandez, chief executive of engineering firm AzulWorks, Inc., a company that has secured many 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 using kickbacks. Mr. Wong admitted to conspiring with Mr. Nuru and other union 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 former city employees and any remedies for specific decisions or contracts tainted by conflicts of interest or other legal or policy violations. On July 14, 2020, the City Attorney moved to debar AzulWorks, Inc., from contracting with the City for five years, the 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. Nuru and Mr. Bovis tried to bribe a member of the San Francisco Airport Commission for assistance in obtaining a city lease at San Francisco International Airport for a company of Mr. Bovis. The complaint details the relationship between Mr. Nuru and Mr. Bovis, including a recorded conversation in which they discussed a voucher deal that allowed **Public Works employees to receive 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 Mr. Nuru stated that, in exchange for Mr. Nuru's assistance in steering one or more contracts to Mr. Bovis, Mr. Bovis (or others at his direction, presumably) would **make donations to nonprofit organizations of a city official's choice.**

\* It appears that these reimbursements were made through the *Friends of the Parks* account's subaccounts associated with Public Works held by the Parks Alliance.



## Non-City Organizations

Some **nonprofit or third-party (non-city) organizations** provide financial or programmatic support to a city department or group of departments to improve the delivery of government services, meet philanthropic goals, support the training and 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 provide 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 them.

The **588** reported accounts or subaccounts for non-city organizations associated with one or more city departments include fiscal agents, fiscal sponsors, trust agent accounts, contracts, grants, foundations, funds, *friends of* organizations, and others. Many of these accounts are not actually with non-city organizations; 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 associated and charitable donations are their primary revenue source, and thus are the City. For example, the description of one *Friends of* organization stated created upon, "realizing that the city budget had no discretionary funds for 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 operate in a comparable manner.**

# Friends of Organizations Reported by Departments

Listed below are *Friends of* organizations and their reported use, the amount of funding received, and whether donors are publicly reported

<i>Friends of Organization</i>	Department or Commission	Donors Publicly Reported?	Reported Purpose & Use	C July
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 <sup>2</sup>	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	

<sup>1</sup> City funding may not be directly for or associated with role as a *Friends of* organization.

<sup>2</sup> Anonymous donors reported, sometimes as funds or matching gifts.

Continued



## Friends of Organizations Reported by Departments

<i>Friends of Organization</i>	Department or Commission	Donors Publicly Reported?	Reported Purpose & Use	City Funding July 2014
Friends of the Port	Port	Yes <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	Support department programs and services	
Friends of the Cable Car Museum	SFMTA	No	Preserve cable car history	
Friends of the Urban Forest	SFPUC	Yes <sup>2</sup>	Support programs that plant and care for the City's ideal urban forest	\$

<sup>1</sup> City funding may not be directly for or associated with role as a *Friends of* organization.

<sup>2</sup> Anonymous donors reported, sometimes as funds or matching gifts.

*Continued*



# Friends of Organizations Reported by Departments

<i>Friends of Organization</i>	Department or Commission	Donors Publicly Reported?	Reported Purpose & Use	City
San Francisco Parks Alliance	Public Works	Yes <sup>2</sup>	Support department projects and programs, including community events, recreation programs, and staff appreciation programs	July
	Recreation and Park	Yes <sup>2</sup>		
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, craftsmanship, 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	

<sup>1</sup> City funding may not be directly for or associated with role as a *Friends of organization*.

<sup>2</sup> 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 report donations or do so but allow anonymous donations violate the disclosure requirement of the City's Sunshine Ordinance and prevent the detection of any financial interest anonymous donors may have with the City. By accepting anonymous donations, the City runs the risk of receiving payments from those it regulates, which is prohibited by the Sunshine Ordinance.

The **Sunshine Ordinance**, Section 67.29-6, states that no "official or employee or agent of 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 aggregate for the purpose of carrying out or assisting any City function unless the amount and source of such funds is disclosed . . ." City departments must disclose donor names and whether the donor has a financial interest with the City. According to the City Attorney, a financial interest is any contract, grant, lease, or request for license, permit, or other entitlement or pending before the City. Changes to this section of the Sunshine Ordinance require City Council approval.

### Preliminary Finding

If non-city organizations receive donations that will be used to benefit the City, they must comply with the donation disclosure requirements of the City's Sunshine Ordinance. The Sunshine Ordinance should define "financial interest."



## Public Works and the Parks Alliance

The next section focuses on the Parks Alliance subaccounts for Public Works. Although 33 city departments report having relationships with non-city organizations, we focus here on the relationship between Public Works and the Parks Alliance because of the criminal investigation of Mohammed Nuru, the former Public Works director, allegedly solicited donations from private companies or individuals, directed these donations to the Parks Alliance subaccounts for Public Works, and influenced procurement decisions for 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 not benefit from the relationship with Public Works and had reached out to Mr. Nuru to formalize its relationship with the department through a memorandum of understanding, though this effort was ignored.

## The Parks Alliance

The Parks Alliance is a 501(c)(3) nonprofit organization that works with or as a fiscal sponsor for 200 groups and city agencies, allowing them to seek grants and solicit tax-deductible donations under its tax-exempt status. In addition to its community work, the Parks Alliance partners with the Office of the City Administrator, Office of Economic and Workforce Development, Office of the Mayor, Port of San Francisco, Recreation and Park Department, and San Francisco Planning (the Planning Department) to support citywide open space and park infrastructure.

According to its website and annual reports, the Parks Alliance addresses issues affecting not just parks, but also public spaces such as plazas, parklets, staircases, medians, and alleys. In 2018 it worked with its partners to complete over 200 projects, engage over 100,000 residents in park programming, and help raise over \$20 million for essential capital projects. In 2019 it brought thousands of people together for sing-alongs at movies in parks, transformed abandoned alleys into welcoming pedestrian thoroughfares, and built over 20 miles of park trails.

The Parks Alliance regularly posts its annual report and audit reports on its website. 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 Oversight

### Preliminary Finding

The Public Works subaccounts at the Parks Alliance operate like a city account that invoices were directed and approved by Public Works employees and by both Public Works and the Parks Alliance, although all outside of the City's procurement and financial system. **Because the subaccounts operate outside the City's purview, they are not subject to the same review and controls that would otherwise occur to comply with the City's accounting and procurement policies and procedures.**

This arrangement created the opportunity for unethical steering of purchases to occur. According to Public Works staff, Mr. Nuru directed some of the purchases made from the account. According to Public Works, this direction, consistent with the **tone at the top** when Mr. Nuru was the director, and the fact that other departments have accounts with non-city organizations that are not regulated, caused staff not to question the way the Public Works subaccounts at the Parks Alliance functioned.

## Differences in Controls Over Friends of Organizations

Contrary to the lack of controls over the Public Works subaccounts at the Parks 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, and reporting requirements that give the City and the public a view into the accounts and promote confidence that their expenditures will be legitimate.

Policy, Process, or Reporting Requirement Involving the City	San Francisco Parks Alliance		Friends of the San Francisco Public Library
	Public Works	Recreation and Park	Public Library
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 entity or 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 outlines the organization's roles and allowable practices, contains an audit clause that establishes requirements for it to adhere to the City's Administrative Code with respect to the acceptance of gifts. Consistent with this agreement, the Public Library:

- Annually accepts and expends funds as part of its budget process through the Board of Supervisors' approval for cash or in-kind goods or services worth over \$100,000 from Friends of the San Francisco Public Library for the direct support of the department's programs and services in the upcoming fiscal year (**Administrative Code, Sec. 10.100-87, Library Gift Fund**)
- Discloses all gifts over \$100 on its website and, since fiscal year 2019, also discloses donors with active contracts (**Sunshine Ordinance, Sec. 67.29-6**)



## Legal Requirements for Gifts to the City

City departments may have special funds with authorized sources and use 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 comply with the following reporting and disclosure requirements.

The **Administrative Code, Section 10.100-305 (San Francisco Gift Fund)** requires city departments, boards, and commissions to report all gifts of goods to the Controller, obtain the Board of Supervisors' approval, by resolution for acceptance and expenditure of any gift of cash or goods with a market value greater than \$10,000, and annually report gifts received, detailing the donor names, nature or amount of the gifts, and their disposition.

The **Sunshine Ordinance, Section 67.29-6 (Sources of Outside Funding)** requires disclosure of the true source of any money, goods, or services received worth more than \$100 in aggregate. Disclosure must be on the receiving department's website and must include donor names and any financial interest the donor has with the City. Last, if the funds are provided or managed by an entity not an individual, that entity must agree in writing to abide by the ordinance.



# Impose Gift Requirements for Non-City Organizatio

## Preliminary Finding

Because the City does not consistently impose gift requirements for non-organizations, a lack of transparency and inconsistent practices exist among Public Works and the Parks Alliance, and potentially among the 33 other departments and non-city organizations. To the extent that non-city organizations 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 understanding posted on the department's website and that:

- Requires the organization to adhere to the City's Administrative Code, including 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 Controller.
- Includes clearly defined roles and expenditure requirements and prohibitions.
- Has a clause granting the Controller audit authority and access to the organization's records.
- A requirement to report donations, including grants, on the organization's website.
- Regular public reporting on these funds to occur not less than annually, at the organization 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 Works log were higher by \$26,705 and \$13,391, respectively**. In the two data sets, 95 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 and \$12,083 by PG&E that Parks Alliance data does not.
- Parks Alliance data shows a city grant of \$22,925 that the Public Works log does not.
- Variances in recorded individual payment amounts range from nine percent to 100 percent, with a total variance of \$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 functions are managed appropriately. Because the funds the Parks Alliance raised were to be spent on the department, Public Works should have an accurate and timely understanding of all contributions to and payments from the organizations. Although Public Works received data from the Parks Alliance, the department then turned into its log, Public Works did not maintain communication to ensure its documentation of contributions and payments with the Parks Alliance's records. According to Public Works, unclear and inconsistent recordkeeping was largely due to the tone at the top, as Mohammed Nuru did not give staff clear direction or guidelines and did not define roles or responsibilities for managing these subaccounts.

For the remainder of the assessment, **the team focused on the Public Works** because its data is nearly the same as the Parks Alliance financial data. It also contains more information—and was available for Mr. Nuru to review.

## Four Parks Alliance Subaccounts Relate to Public Works

The Public Works log for **July 1, 2015, through January 17, 2020**, shows the following Public Works subaccounts at the Parks Alliance. (To put the total in context, a Parks Alliance 2019 audit report shows the organization in 2019 received grants and contributions of \$18.9 million and spent \$17.7 million.)

Subaccount	Reported Description & Uses	Contributions
DPW Special Projects (8420)	Payments and reimbursements for staff appreciation	\$400,216
DPW Clean Team (8421)	Payments and reimbursements for monthly Clean Team events	198,114
DPW Giant Sweep (8423)	Payments and reimbursements related to the Giant Sweep campaign	390,500
Fix-It Team (8424)	For community outreach and to fix quick, actionable problems in the City	2,000
	Three subaccounts no longer in use*	
	<b>Total</b>	<b>\$990,830</b>

\* Three subaccounts had no expenditures after fiscal year 2018-19: DPW Maintenance (8419), DPW Street Painting and American Community Gardening Association Conference (8422).

Source: Public Works log and Public Works



## Much of the Spending From the Parks Alliance's Public Works Subaccounts Was for Employee Events

For the review period, the Public Works subaccounts at the Parks Alliance largely used to pay for staff appreciation, department initiatives with volunteers, and merchandise, generally at Public Works' direction.

Expense Type	Amount
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	
	<b>Total</b>

Source: Public Works log

## The Public Works Log Lacks Detail

We could not identify the purpose of some expenditures from the Public Works Log (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, caps, and 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 beverages provided, is documented.
- Example 3: On January 31, 2016, an employee was reimbursed \$1,654. The only detail documented is "Exp. Reimbursements."
- Example 4: 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-it subaccount (that Sandra Zuniga oversaw), yet the corresponding entry shows \$2,000 added to the Fix-it subaccount. This amount is not missing from the Alliance data.



## The Public Works Log Lacks Detail *(continued)*

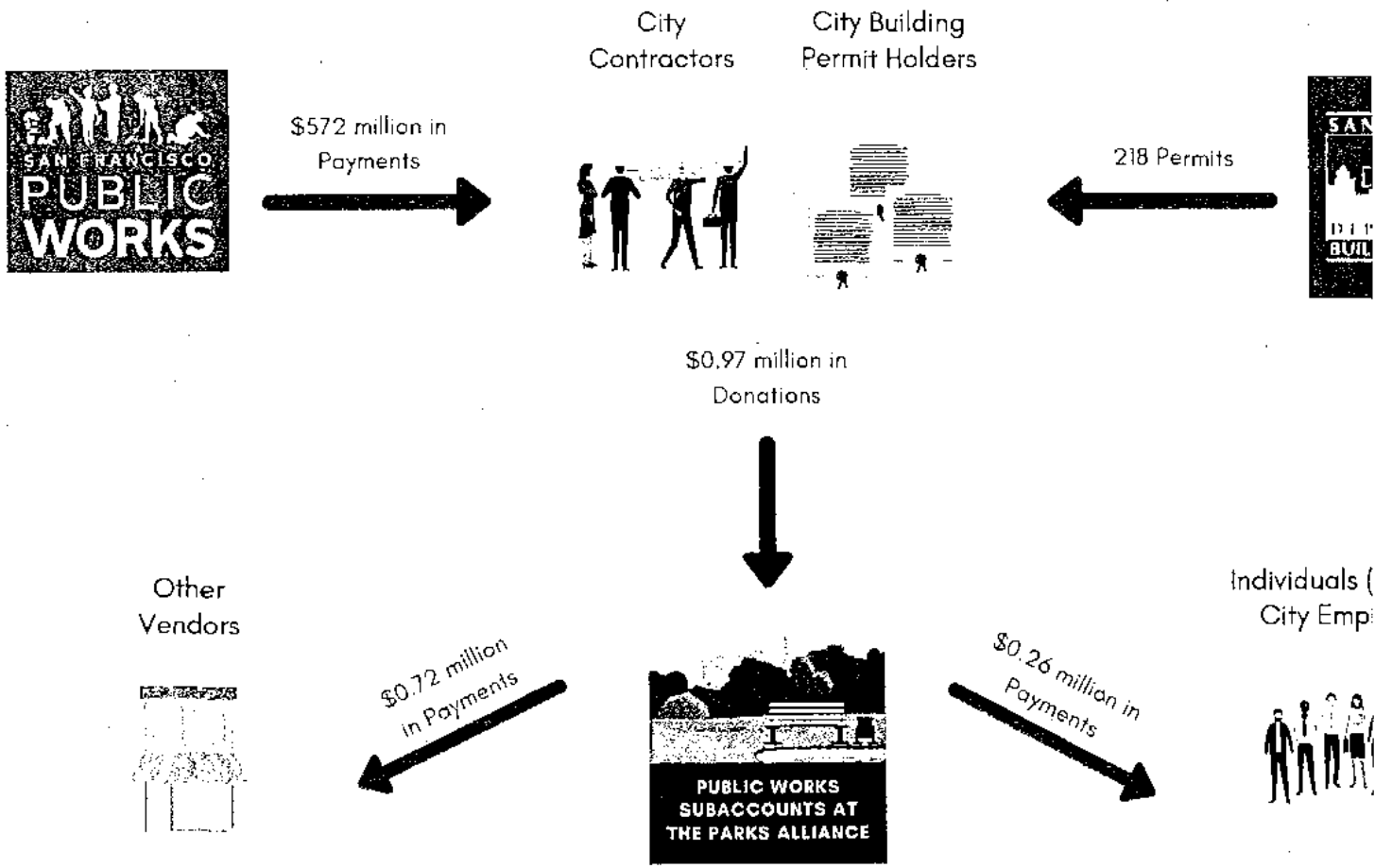
### Preliminary Findings

**Due to insufficient oversight and documentation, it is unclear how thousands of dollars of Parks Alliance funds were spent, making it difficult to ascertain whether the funds were spent for legitimate and legal purposes.** Although they agree to the Parks Alliance financial data, some transactions in the Public Works log are unclear, so we cannot identify the true nature of the payments or whether the products and services ordered were consistent with the price paid. Further, based on our review, at least \$4,000 is recorded in the Public Works log.

Although it did not appear that any payments were gifts, if any were, they have come from restricted sources, as some donations clearly came from doing business with the City, which is prohibited by the City's Campaign Governmental Conduct Code, Section 3.216. Further, if any were gifts in lieu of reimbursements, this could violate Public Works' Statement of Incompatible Activities, which prohibits officers and employees from accepting any gift given in exchange for doing their city job.

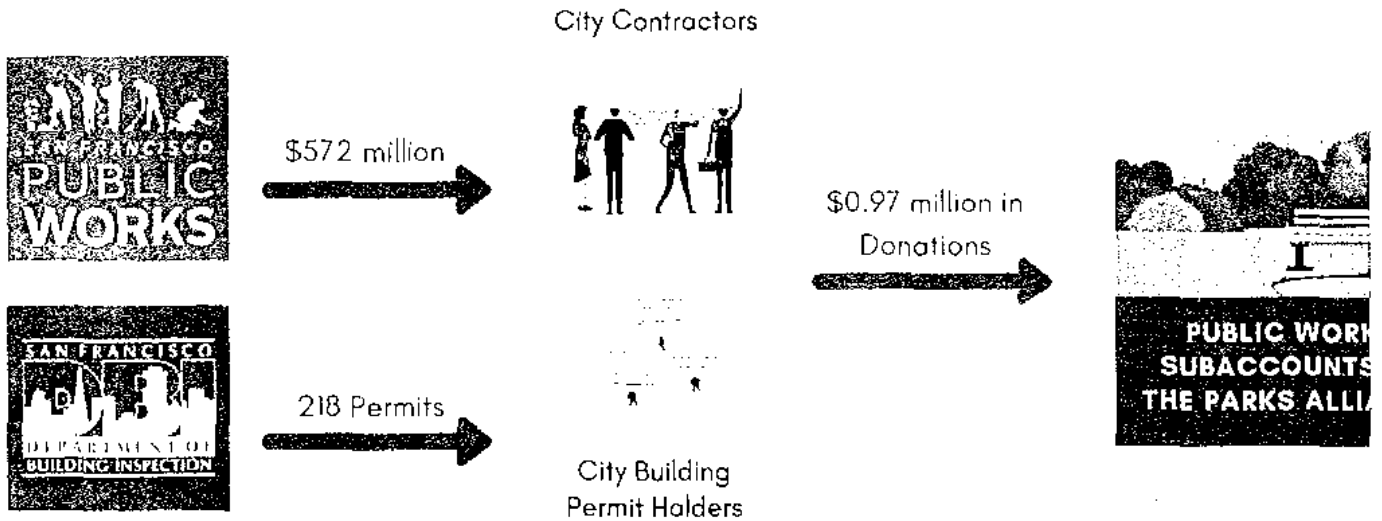


# The Flow of Funds Between the City and the Public Works Subaccounts at the Parks Alliance Is Complex





# 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 **\$57 million** through contract purchase orders or other voucher payments, a Department of Building Inspection issued **218 building permits** to seven that, during this same period, donated **\$966,247** to the Public Works subaccounts at the Parks Alliance. Other donors contributed an additional \$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 Parks Alliance

Below are the city contractors and building permit holders that donated to the Parks Alliance's Public Works subaccounts during the review period.

Donors	Donations Made to Public Works Subaccounts at Parks Alliance		Building Permits at Time of Donation	Public Works Payments to Contractor/Permit Holder		Other Donations to Contractor/Permit Holder
	Amount	% Total		Amount	% Total	
SF Clean City Coalition <sup>1</sup>	\$721,250	88%	0	\$3,288,175	1%	\$1,780,000
Recology <sup>1</sup>	131,948		4	5,775,113	1%	116,495
Pacific Gas & Electric	42,083	4%	8	3,236,409	1%	211,720
Emerald Fund II LLC <sup>2</sup>	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%	7,140
Pankow Construction	10,500	1%	88	118,719,636	20%	966,000
Airbnb	1,000	0%	7	0	0%	0
<b>Total</b>	<b>\$966,247</b>		<b>218</b>	<b>\$572,269,168</b>		<b>\$1,151,470</b>

<sup>1</sup> According to the City Attorney's Public Integrity Unit, SF Clean City Coalition received \$150,000 from Recology in each year—2015, 2017, and 2018—for Public Works' Giant Sweep program, Clean Team program, staff enrichment, and community events. In 2019 Recology donated \$180,000 for the Giant Sweep and Clean Team programs to SF Clean City Coalition. SF Clean City Coalition paid \$171,000 to the Parks Alliance.

<sup>2</sup> Emerald Fund II LLC, also known as Emerald Fund, Inc., includes 1045 Mission LP, Harrison Fremont Holdings LLC, 1045 Mission 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 Parks Alliance *(continued)*

### Preliminary Finding

When city contractors or city building permit applicants or holders donate to non-city organizations, such as those maintained by the Parks Alliance for Public Works, it can create a “pay-to-play” relationship. Specifically, a non-city organization can serve as an intermediary between the City and a contractor or potential contractor, wherein the contractor donates money to influence (or try to influence) a city department to grant, extend, or augment a city contract, such as a grant. Similarly, a non-city organization can also serve as an intermediary between the City and a building permit applicant, wherein the applicant donates money to 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. However, if donations to non-city organizations ultimately benefit the City, departments are required to report the donors to non-city organizations and the donor’s financial interests to the City as required under the City’s Sunshine Ordinance, Section 67.29-6, on both the organization’s and department’s website.

## Tone at the Top

“Tone at the top” refers to the ethical atmosphere that is created in the workplace by the organization's leadership. **Failure to maintain such a workplace can result in the pressure, rationalization, and ability to carry out ethical violations.**

The 2019 Office of the City Administrator and Public Works holiday party illustrates this problem.

Based on information from the City Attorney's Public Integrity Unit, Mr. [redacted] solicited funds from companies with business or regulatory decisions before the Office of the City Administrator and Public Works. These funds were then used to host the party and other employee appreciation events that benefitted those in the department. **Together these acts create an acceptance of a gift from a “restricted source,” which is prohibited under city ethics laws.**



## **Tone at the Top** *(continued)*

Mr. Nuru personally solicited these funds and directed others in the department to do the same. Approximately \$33,000 (or 80 percent) of the event's total of more than \$40,000 was donated by restricted sources, including Recology. His appointing authority, the City Administrator, was aware of his solicitation efforts.

The holiday party was limited to 350 attendees, including both city staff and contractor representatives, leading to a total benefit per person in excess of the \$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 is required for contributions greater than \$10,000 per the City's Administrative Code, nor were they reported to the Controller or on the departments' websites as the codes require.

## The City Does Not Require Department Heads to File Behested Payments Form

“Behested payments” include **payments made for a legislative, governmental 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 “interested certain city officials—but not department heads—must file the City’s Form SFEC-3610(b). Under these circumstances, this form must be filed by the mayor, city district attorney, treasurer, sheriff, assessor-recorder, public defender, a member of the Board of Supervisors, or any member of a board or commission who is required to file Form 700 (Statement of Economic Interests), including all persons holding positions listed in the City’s Campaign and Governmental Conduct Code, Section 3.1-1

### 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 did, encourage, ask, or direct a city contractor to donate to a non-city organization that supports the department head’s department and not be required to



## Because Mohammed Nuru Did Not Have to File the Behested Payments Form, Behested Regulations Do Not Apply to the Parks Alliance or Its Donors for His Behest

Who Must File	Definition	Parks Alliance Status
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 deputy city manager, Mr. Nuru was not required to file Form SFEC-3610(b).
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 did not file Form SFEC-3610(b), Form SFEC-3620 was also not required. It is unclear whether the Parks Alliance was an "interested party" in a proceeding as discussed on the next page.
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 SFEC-3610(b) was required or filed, Form SFEC-3630 was also not 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 file SFEC-3620 if he or she is an “interested party,” which means a person who is **participant** to administrative enforcement proceedings regarding permits, licenses, or other entitlements for use before the official in question. A **party** is someone who is the applicant for the application or is the subject of the proceeding, and a participant has a financial interest in the decision. State regulations specify that a license, permit, or other 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, California 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. To avoid that risk, the “interested party” definition should be expanded so that person with any contract types file for behested payments when applicable.

## Behested Regulations Only Began in January 2018

The City's Campaign and Governmental Conduct Code, Article 3, Chapter 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 to be "interested parties," the Parks Alliance and some of its donors would have had to file behested forms.

## If Behested Regulations Had Been Operational and Applied to Department Heads, Further Filings May Be Required

Who Must File	Definition	Scenario if Behested Requirements Had Been Operational				
City Official	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."	If Mohammed Nuru asked that the payment and had been required to file due to 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 and was an "interested party," a Form SFEC-3620 had to be filed for payments to the Parks Alliance: <ul style="list-style-type: none"> <li>• SF Clean City Coalition for \$721,250 per year.</li> <li>• Recology for \$131,948 paid over five years.</li> <li>• PG&amp;E for \$40,000 paid over three years.</li> </ul>				
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 Form SFEC-3630 in the following calendar years for the amounts received: <table border="0" data-bbox="943 1325 1568 1419"> <tr> <td>2016 - \$199,500</td> <td>2018 - \$258,714</td> </tr> <tr> <td>2017 - \$197,000</td> <td>2019 - \$285,200</td> </tr> </table>	2016 - \$199,500	2018 - \$258,714	2017 - \$197,000	2019 - \$285,200
2016 - \$199,500	2018 - \$258,714					
2017 - \$197,000	2019 - \$285,200					



# Improve Controls Over Solicitations and Behested Payment Reporting

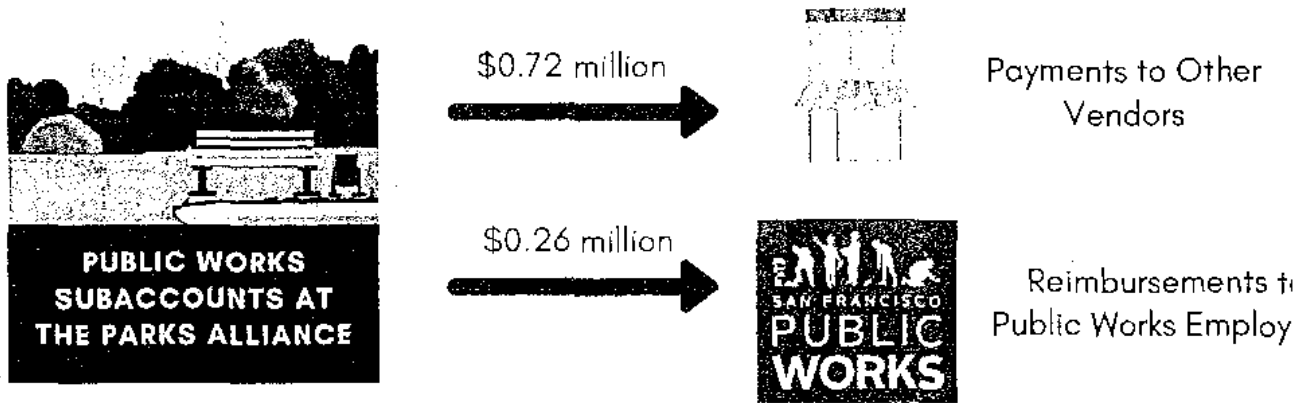
## Preliminary Finding

**Controls over solicitations and behested payment reporting must be improved to increase transparency.** This could be done by reintroducing and updating previous proposals, including:

- File No. 090795 of October 27, 2009, that would have revised the City's Campaign and Governmental Conduct Code to **prohibit city employees and officers from soliciting 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** from 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 applied. The Board should permit fundraising by specific employees for specific public purposes. Those authorized to solicit donations should be required to file Form SFEC for behested payments, and consequences for failure to report should be established.

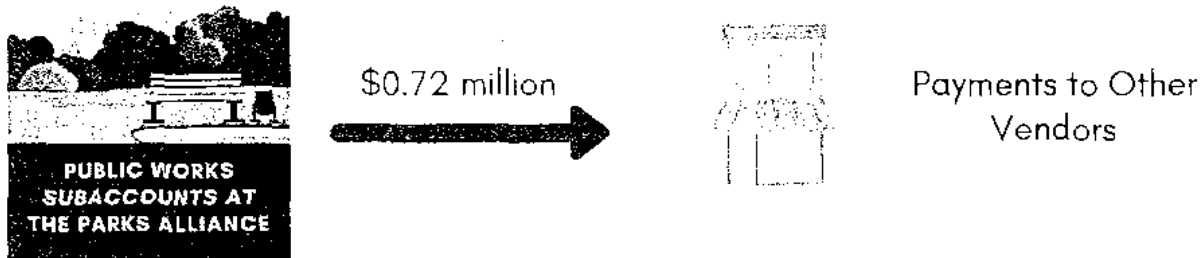
# Public Works Used the Parks Alliance's Public Work Subaccounts to Make Payments on Its Behalf



According to the Public Works log, during the review period, the Parks Alliance made 960 payments totaling \$978,739 to support Public Works activities directed by Public Works, the Parks Alliance remitted this amount as direct payments to vendors for the purchase of goods and/or services or as payments to individuals, primarily city employees, who were reimbursed for costs they incurred. These payments were made directly from the Parks Alliance's Public 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



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 l spent 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' Direction

Amounts paid from the Public Works subaccounts at the Parks Alliance in the revenue

Vendor Paid at Public Works' Direction	Amount Paid	% Total*	Analysis of Payments
SDL Merchandising	\$164,885	23%	The vendor is owned by a former Public Works employee who was still employed when the payments occurred. Without additional employment approval, it is inappropriate for former employees to do business with the City. Also, accounting records show payments were for shirts, caps, and other merchandise created for Public Works, but lack detail of quantities. Records do not indicate whether payments were justified or reasonable.
Spice It Up Catering	108,621	15%	Payments were for catering at several annual picnics and other Public Works events. Accounting records lack detail to determine whether payments were justified or reasonable.
W. Wong Construction & Alternate Choice, LLC	41,673	6%	Payments were for equipment, set up, and "trash" removal at events. Accounting records lack further detail to determine 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 appropriate.
Lefty O'Doul's Ballpark Buffet & Lefty O'Doul's Foundation	25,327	3%	Payments were for catering and musical performances and for staff appreciation. It is most likely would have been appropriate for a city-approved contractor to cater.
<b>Total</b>	<b>\$369,956</b>	<b>51%</b>	

\*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 Alliance Public Works Subaccounts Funded Staff Appreciation

### Preliminary Finding

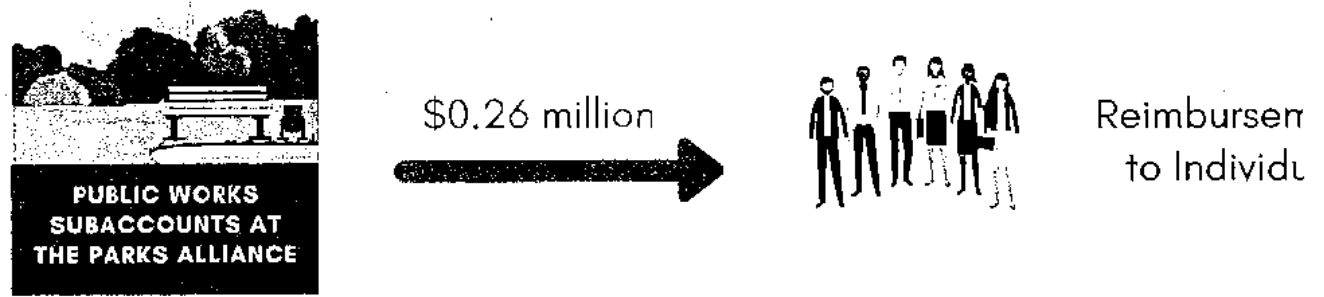
Public Works used its Parks Alliance subaccounts to fund holiday parties, staff appreciation events, and other events that solely benefitted employees.

Unless money is specifically budgeted for this purpose, which is uncommon, the City does not promote staff appreciation through departmental funds. This is true because such appreciation may help to maintain or increase employee morale and reward good work in an environment where it is often impossible to legitimately grant additional pay. However, the City's practice of avoiding staff appreciation costs from 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 more clearly defining permissible use of public funds for these purposes, removing administrative barriers that make such uses impractical, and appropriating funds for these purposes from departmental budgets more often included public funds for staff appreciation. The City would bring these expenses into its control environment and have more oversight to ensure appropriate and reasonable spending.



# Public Works Employees Used Personal Funds to Pay Upfront Costs for City-Sponsored Events



In the review period, 164 individuals received a net total of \$260,429 in reimbursements from or a refund to the Parks Alliance. Of these 164 individuals, 139 were Public Works employees, and they were paid \$213,790. These payments were usually documented in Parks Alliance records as reimbursements for items such as beverages, entry fees for volunteer events, staff appreciation events, or meetings. The records show that Public Works employees commonly incurred costs (paid out of pocket) on behalf of the department and then sought reimbursement with a request to the Parks Alliance.



## Public Works Employees Used Personal Funds to Pay Upfront Costs for City-Sponsored Events *(continued)*

In the review period, the Parks Alliance reimbursed 63 city (mostly Public Works) employees over \$200 each for expenses they incurred related to their city-sponsored events. These reimbursements from the Parks Alliance included payments of:

- **\$10,464** to Sandra Zuniga and **\$483** to Mohammed Nuru, primarily for expenses related to employee appreciation and team building.
- **More than \$10,000 each** to three other employees, one of whom received 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 Pay Upfront Costs for City-Sponsored Events *(continued)*

### Preliminary Finding

**Excessive use of non-city organizations to reimburse Public Works employees causes the City to lose financial control over these transactions.** Non-city reimbursements to city employees are risky because they occur outside the City's financial control environment. They lack city pre-approvals, encumbrances of funds disbursements, which are designed to prevent and detect improper purchases and payments. Further, asking employees to front money, sometimes up to thousands of dollars, may put an undue financial burden on them even if they are later reimbursed.

No city policy addresses city employees seeking reimbursement from non-city organizations. However, the City's Accounting Policies and Procedures state that employees may be reimbursed (from city funds) for work-related costs, including non-recurring goods up to \$200. This amount was exceeded by some of the reimbursements to city employees from the Public Works subaccounts at the City Alliance. The City's policy also directs departments to develop detailed internal procedures 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 comparable manner. We will continue to refine these recommendations as the investigation and review continues and will consider feedback we receive in the review.

1. The City should amend the San Francisco Campaign and Governance Conduct Code to prohibit non-elected department heads and employees from soliciting donations from interested parties (as further defined in legislation) of their department, unless specifically authorized by the Board of Supervisors. Those authorized to solicit 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 organizations to formalize their relationships through memorandums of understanding that are posted to departmental websites and include:
  - a) A requirement to adhere to city law on the acceptance of funds, including the Administrative Code, Section 10.100-305, and other sections that apply to the department.
  - b) An agreement to comply with the Sunshine Ordinance, Section 67.29-6.
  - c) A clause granting the Controller audit authority and access to the organization's records.
  - d) Regular public reporting on these funds to occur not less than annually, at the donor or payee recipient level, and posted to the recipient department's website.
  - e) A requirement to report donations, including grants, on the organization's website.
  - f) Clearly defined roles regarding expenditures, including prohibitions against spending directed or controlled by the recipient.

## Recommendations *(continued)*

4. Departments should comply with the Administrative Code, Section 10.100-305, or other sections specifically related to the department uniformly obtaining advance acceptance of any gifts from outside sources greater than \$10,000 for the department through non-profit organizations, including explicit authorization for uses of these gifts for employee recognition or appreciation.
5. The City should require annual certification from department heads that all gifts of goods, services, and funds have been approved by the Board of Supervisors and reported on time, as required.
6. The City should make it easier for departments to use city funds for employee recognition and appreciation events and provide explicit (line-item) appropriations for this purpose.
7. The Controller should, on a sample basis, annually audit organizations that both give gifts to the City and have a financial interest with the 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 consequences for noncompliance.

## Completed and Upcoming Public Integrity Reporting

Our Public Integrity Review, performed in consultation with the City Attorney, continues to assess selected city policies and procedures to evaluate their 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, 2011)
2. Ethical standards for commissioners regarding procurement processes of 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 issue permits
5. A final report on the topics covered in this preliminary assessment

Additional reviews and assessments will be determined and performed as the City Attorney's investigation proceeds.



# Questions or comments?

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# SFWEEKLY

**MATT SMITH**

## Supes Want to Rescind Law that Bans Com Trash Collection

*Matt Smith • 02/23/2011 4:00 am*



# SF WEEKLY



# SF WEEKLY

“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 b 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.”

# SF WEEKLY

legally, the problem would be that the city and county would not be. 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 Democra initiative 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 : reportedly said.

Norcal's campaign manager disavowed the threats. The measure lost 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

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The question of what to do about the city's garbage-pickup monopoly the Board of Supervisors held a hearing on a different matter: Where annual mountain of waste? The Department of the Environment recently 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 cost hauling services into one giant contract. But, he explained, the city was 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 Norcal 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 from reported on SFWeekly.com [["Should City's Garbage Contract be Trashed"](#) scathing 2002 budget analyst's report equating the Norcal monopoly service.

"My understanding is they haven't changed," says Debra Newman, who worked on both studies. Her boss, Rose, says, "It's a time-honored to evaluate who is the most qualified firm that will provide the best service

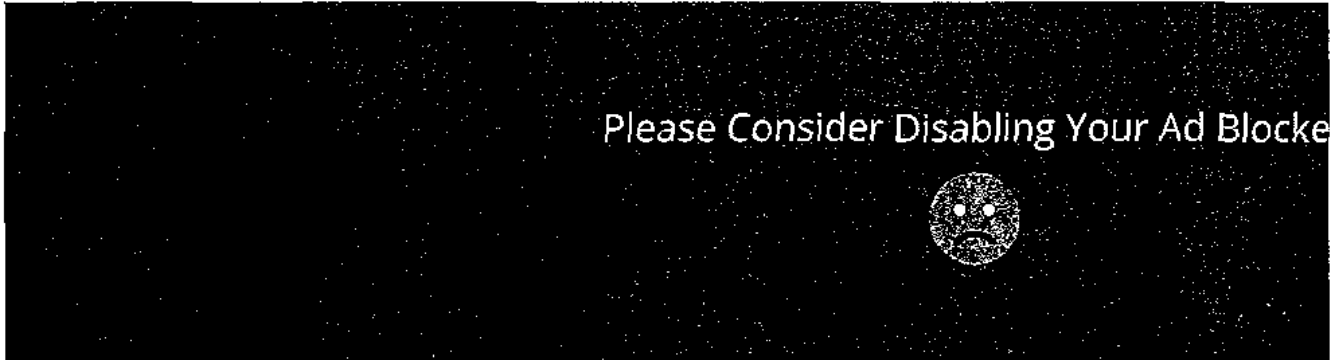
Even if Recology scrapes together another million or so dollars to fight initiative, the company just might be crushed under the tonnage of it

Not long ago, Recology submitted the best bid to pick up trash in San

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customers \$321 per year, just \$9 less than in San Francisco.

If Campos and Mirkarimi's measure makes it to the ballot, Recology that competition is good for San Mateo County, where the company



“Don't forget, as an initiative campaign, there's no limit on spending; thousands, maybe millions of dollars spent,” he says. “You'll see wil proponents and the opponents.”

Let the trash-talking begin.



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Tags: [Columns](#), [David Campos](#), [Quentin Kopp](#), [Ross Mirkarimi](#), [San Francisco](#)

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# WESTSIDE OBSERVER

James Madison Freedom of Information Award  
Society of Professional Journalists, No-Cal Chapter  
**Inside City Hall's Web of Corru**

by Dr. Derek Kerr

**S**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 depart 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 Friends in the Shadows in 2013, sounding the alarm about conflicec into receptive City agencies. Even official efforts to tackle soft corruption were repeatedly th 2019 Westside Observer's Struggle for Sunlight on Dark Money, 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 million 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

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*Society of Professional Journalists, NorCal Chapter*

The Controller's second policy review 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 philanthropic projects that aren't funded by department budgets. But, they often lack the controls to prevent schemes by private interests. The City can't impose its own stringent gift requirements on non-company solicited private donations for DPW accounts held by the Parks Alliance then directly 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 Alliance \$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 Department. One hand washed the other.

Of the \$980,000 expended, \$720,000 went to selected vendors who provided goods and services and appreciation events. One such vendor, SDL Merchandising – owned by a DPW employee – 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 Walt 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 appreciation. Three other DPW employees received more than \$10,000, one of whom collected almost \$60,000 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 doing

## Isn't it Illegal?

The Administrative Code requires City departments to report gifts to the Controller, obtain Board approval to 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 and any financial interest the donor has with the City. DPW's Statement of Incompatible Activities prohibits accepting gifts in exchange for doing their jobs. Trouble is, laws don't enforce themselves and are often violated.

Unlike elected officials and commissioners, appointed department heads were not required to disclose. They could covertly ask contractors to donate to non-City organizations that supported their department. They were not required to disclose when donors to their non-City affiliates had contracts or other relationships with the City. The Controller's report identified these loopholes and on 9/24/20 the Mayor issued an Executive Order

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adjudicate complaints, it cannot enforce compliance. That responsibility lies with the Ethics Commission. The Ethics Commission 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 appeals for virtual public input to find "ways to strengthen San Francisco's governance." Attorney's Office vows to "lead when it comes to clean government" as it follows the course: \$171,000 contract for portable toilets unfairly awarded to a Nick Bovis company, barring former Hernandez's engineering firm AzulWorks, Inc. from City work for 5 years for bribery, releasing including DBI Director Tom Hui and DPW boss Mohammed Nuru, and issuing 24 subpoenas - uncovered by the FBI. Better late than never, some say. To be fair, this January Dei Building Inspection Commission President, Rodrigo Santos, for a \$420,000 check fraud scheme 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@westsideobserver*

**October 2020**

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Ethics Executive Director LeeAnn Pelham

**by Dr. Derek Kerr**

Expectations ran high after voters approved Prop K in 1993, launching the City's Ethics Commission 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. It repeatedly dashed public expectations. Civil Grand Juries pushed to strengthen Ethics in 2000 prompted initiatives by the public, the Board of Supervisors, and the Commission itself to amend the Governmental Conduct Code and redefine Ethics' responsibilities.

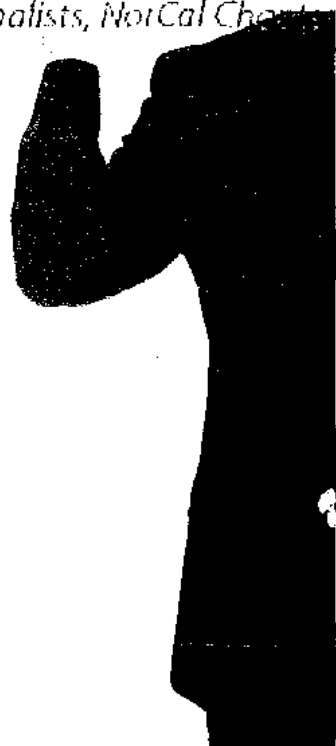
### Curiously Coincidental Timing

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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**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, partially-substantiated or not substantiated.**



On 1/15/20, the FBI filed a sealed Criminal Complaint 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 approved 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

On 1/21/20 the FBI arrested Nuru. After promising to keep probe, Nuru alerted his boss, City Administrator Naomi Kelly 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* Aanalyst last reviewed Ethics Commission practices in 201: timing makes one wonder if Supervisor Yee was clairvoyant

### Audit Findings

The BLA's 81-page "Performance Audit of the Ethics Comm 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 reduce the need for enforcement measures.



Budget Analyst Harvey Rose

### 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 Human Resources to conduct its hiring - at a cost of \$90/hour. Because Ethics lacks the funds, shortages persist and impede every program.

### Audits

Audits of election campaign committees have taken almost 2 years to complete, thereby hindering enforcement within the statute of limitations. Investigators lack audit training and data. Also, Ethics has yet to conduct mandated lobbyist audits.

### Investigations

Investigations of ethics violations take "more than two years on average" - actually 29 months. Complaints take 6 months. Then, just 1/3 of complaints receive formal investigations. Because it opens more cases than it resolves, there's a mounting backlog. Long-lingering investigations have a deterrent effect on enforcement.

### Whistleblower Protection

The Enforcement Division is responsible for investigating whistleblower retaliation claims. It takes 32 months to resolve. Such delays impair the gathering of evidence and witness testimony in investigations. Further, Enforcement Division staff lack training in whistleblower retaliation and employment law rather than ethics law.

Ethics veils the outcomes of retaliation investigations. When the BLA reviewed 34 retaliation cases from 2017 through 2019, it found that 20 were dismissed due to "insufficient evidence", 2 were withdrawn, and 2 were substantiated. Importantly, the BLA recommended that staff "...report on whistleblower retaliation to the Ethics Commission on an annual basis, including reasons for dismissals and case closure investigations."

### Unmentionables

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September and October of 2013. Sadly, Ethics remains a dead end for mistreated whistleblowers. 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 explains why Ethics is DOA. This failure to enforce the City's Whistleblower Protection Ordinance renders it meaningless. It also makes it deceptive for complainants. Non-enforcement gives retaliators a green light to pursue their consequences. Ultimately, taxpayers foot the bill when ineffective Ethics investigations force

.....  
**That also explains why retaliation claims are DOA. This failure to enforce Whistleblower Protection Ordinance renders it meaningless. It also makes it deceptive for complainants. Non-enforcement gives retaliators a green light to pursue their consequences."**

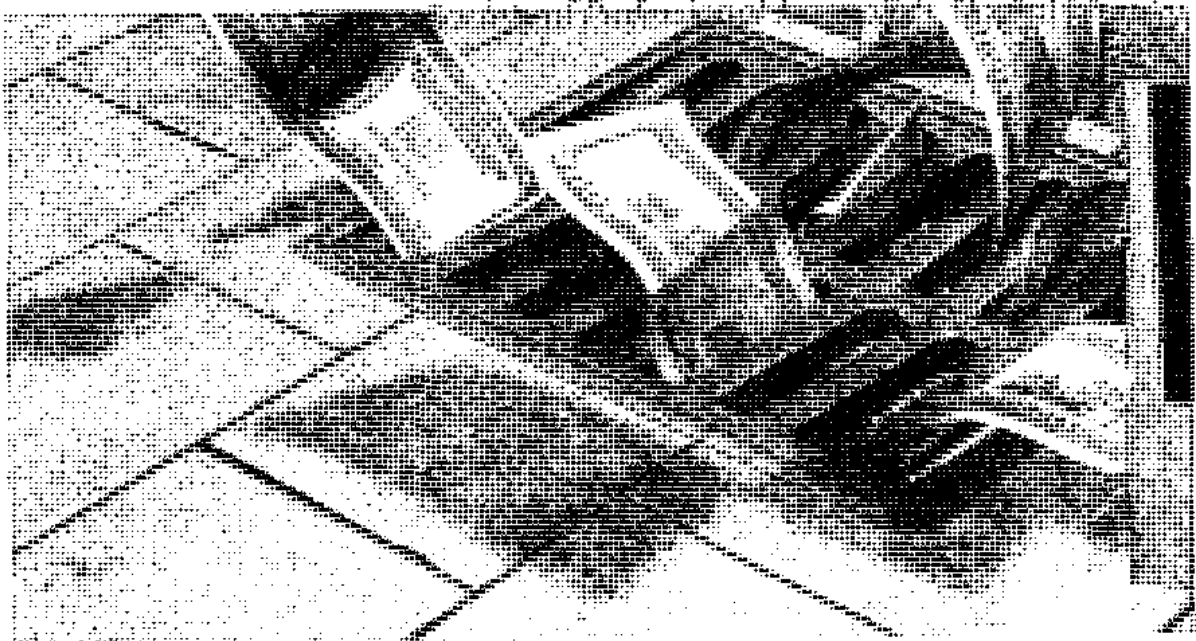
After the BLA's call for reporting whistleblower retaliation case outcomes, LeeAnn Pelham prepared the draft Annual Report. It lists some outcomes – but not how many cases were substantiated. It shows a zero substantiation rate. Ethics hasn't explained this shady track record, apart from implying the claims are unfounded. More likely, Ethics investigations are superficial and deficient. Too, investigators and over-worked Ethics staff seek counsel or coaching from City Attorneys who are sent copies of all whistleblower claims. City Attorneys strive to minimize the City's exposure to civil liability – no matter how damning the evidence against officials and employees accused of retaliation. They justify their work as protecting taxpayers. Invariably, protecting City officials and the public purse takes priority over protecting whistleblowers. Relying on advice from City Attorneys favors respondents over complainants - and abets retaliation. Also absent from the audit is how Ethics must annually bow and scrape before the Mayor's Office to fund its budget. Ethics is thus beholden to, if not controlled by, the very folks it supposedly audits. Instead of being independent, Ethics is captured. One solution is to fund Ethics the same way the Auditor is financed – by a set portion of the City budget. For example, Ethics' operating budget could be funded by an automatic 0.04% cut of the City's \$13.7 billion budget, thereby reducing its fiscal dependence on the Mayor's Office.

September 2020



# WESTSIDE OBSERVER

James Madison Freedom of Information Award



## A Subpoena for SFPUC Skulldu

by Dr. Derek Kerr

On June 15th, 2020, US Attorney David Anderson delivered a Grand Jury subpoena to the City of San Francisco (SFPUC). A copy was examined by the *Westside Observer*. The SFPUC's 2,500 employees manage water and power systems with a \$1.4 billion budget. The federal subpoena demanded the resumes, performance evaluations for "any PUC employee who earned at least \$100,000" since 2011, Statements of Economic Interests, proof of completing Ethics and Sunshine Ordinance training reports and requests for reimbursement. Evidently, the feds are probing cronyism as well as

Specifically named were General Manager and Assistant General Manager. They had to provide all records including expense reports and their personnel files were searched for documents showing they had approved certain contracts. Some of these contractors involved corruption, alongside former Administrator Naomi Kelly.



# WESTSIDE OBSERVER

## James Madison Freedom of Information Award



US Attorney, David Anderson

*Society of Professional Accountants, NorCal Chapter*

where she also served as Acting Executive Director of State and City conflicts of interest. Kelly stood by her. She plus \$5,000 by Ethics earned at Green for A SFPUC was canceled the City's ethics training her violation was "not" "oblivious" to her conduct 25% of the maximum

### Neighborhood

Neighborhood watch Since July 2015, the Lawrence has warned contracting practices purely on price but 3% promises to help "undersocial programs." Since

guidance from the SFPUC, Lawrence sees a form of "tribute" that invites favoritism and to pay for these extracted social benefits as well as fat salaries, perks and unchecked bond charges have soared beyond the rate of inflation.

In a July 2020 Marina Times article, Susan Dyer Reynolds critiqued Juliet Ellis and the Commission pioneered at SFPUC. Designed to help underserved communities, the Community Benefits contractors to disburse a percentage of their income to non-profits serving local communities. beneficence is that the SFPUC informs contractors about non-profits that deserve their dollars. creeps in. The problem, as Reynolds details, is that; *"There's no oversight, no voting, no public* Ellis and her team run a shadowy show that makes it impossible for outsiders to find out exactly. Similarly, in a 2/14/19 Resolution, the SF Labor Council criticized the opacity of SFPUC staff *requested payments from Union signatory contractors to preferred non-profit agencies" and unilateral hiring.* Oddly, SFPUC's 5 Commissioners and its 17-member Citizens' Advisory Commission any of the shadowy practices now under federal scrutiny.

### SFPUC Whistleblowers

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*Society of Professional Journalists, North Bay Chapter*

**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."**



SFPUC General M

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 clogging sewers with illegally discharged grease. Such claims have reached the Whistleblower Commission, the City Attorney, the DA, the Environmental Protection Agency, Federal Court rumblings, and articles in neighborhood newspapers, probably caught the eye of US Attorney's Office in San Francisco. The focus of his subpoena.

Indignation arises when the SFPUC's own job requirements are not followed. For example, 4 Supervising Inspectors 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 4 Supervisors lack that required credential; Audie Ilejay has a Grade 1 or "Entry Level" credential appears for Mark Middleton. Apparently, their former and current bosses let these lapses go. They can explain the missing credentials - "no responsive documents." According to Transparent California, Middleton earned \$191,608 with benefits in 2019 and Ilejay earned \$197,339.

Part of the problem, sources say, is that some SFPUC higher-ups are themselves thinly qualified. They are "loyal" rather than competent subordinates. Accordingly, compliant employees may get promoted to positions for which they lack the required credentials. Some long-time employees are troubled by what they see as a decline in the quality of work.

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Assistant General Manager for External Affairs, Juliet Ellis

yielding a \$103,794 pension in California.

Another way to slip under-qualified positions, sources say, is to exceed capacity. Acting appointments in Civil Service vetting requirements. There's no open application process or expert panel. "Acting" appointments that provides the qualifications. Meanwhile, already-qualified employees have opportunities. Amazingly, the Enterprise Organizational Committee managers (40%) are "Acting"

### Cronyism and the

Cronyism splits workforces leading to mistrust in management begets more cronies who perform

poor performance and ethical lapses. For the SFPUC, there are costs beyond the public in promoting under-qualified employees. The professional time and effort expended to develop when minimum qualifications are disregarded. Workers who strive to obtain the required qualifications. Those who are arbitrarily granted plum jobs, along with substantial salary and pension benefits benefactors and unlikely to challenge managerial misconduct.

As the *Westside Observer* previously reported, employee outrage over favoritism also erupted at the Agency as well as the Department of Public Health. This disquiet may be traced to the New "Civil Service Reform," whereby managers were empowered to use their "expertise" and "best" "most appropriate" candidates rather than relying on "rigid" test scores, minimum qualifications. "flexible staffing" can undermine merit-based employment and trigger costly accusations.

A ray of hope emerged from SFPUC's Wastewater Enterprise Business Plan that vowed to "training" and "certification standards." Similarly, a 7/14/20 "Workforce Equity Analysis" plea that 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

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# WESTSIDE OBSERVER

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Society of Professional Journalists, National Chapter  
(2,124.75 hours)

## Court Judgment for Hoyer

Keke

\$7,309,940



City and County of San Francisco

- \$12,198,473

City Attorney Dennis Herrera Source: City Attorney's Office

by Dr. Derek Kerr

**T**he City Attorney's calamitous war against Joanne Hoyer's Whistleblower Retaliat cost taxpayers \$12,198,473. This whopping expense passed unnoticed due to ma 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). H claims to replace sewers, allegedly damaged by City-owned tree roots had soared from \$1

# WESTSIDE OBSERVER



Whistleblower  
Joanne Hooper

**James Madison Freedom of Information Award**  
Society of Professional Journalists, National Center for  
badgered them to sign claims. Many claims were signed by plumbing  
property owners, making them invalid. Sewers were usually replaced ra  
And, sewer replacements charges were inflated by \$3,000 above stand  
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 w  
of various statutes. – Court documents"**

**Hooper'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. On  
a choice; unemployment or reassignment to the District Attorney's Office. Once Hooper tra  
evaporated. In January 2014, Herrera fired her.

## Six Years of Costly Legal Wrangling

Hooper filed a whistleblower retaliation claim on July 1st, 2014. Two months later,  
Herrera issued an indignant rebuttal. Mediation failed as Hooper asked for \$1,895,000  
while Herrera countered with \$355,000. Casting CAO lawyers aside, Herrera hired the  
powerhouse law firm of Kecker & Van Nest at a dazzling \$850/hour. Sometimes, hiring big-  
guns 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  
Hooper'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 Hooper could not reveal  
similar information to prove her case because it was attorney-client privileged.

Once Hooper filed suit 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."

# WESTSIDE OBSERVER

## James Madison Freedom of Information Award

34.6 hour cut, thus saving a measly \$15,950. Meanwhile, legal fees mounted. Since Hoyer on a contingency basis, they were entitled to a "multiplier" to boost their fees. Courts grant multipliers to pursue public interest cases when clients can't pay up front. Hoyer requested a multiplier of 1.35. The City's attorneys opposed any enhancement. The judge awarded a 1.35 multiplier because; "...the lawsuit is in the benefit of the general public: to deter government officials from engaging in unlawful retaliation in violation of various statutes."

On August 3rd, 2017, the Court awarded Hoyer's attorneys \$ 2,408,468 in trial fees. To this was added \$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 had Hoyer 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 Kecker & Van Nest. In an exhaustive 97-page brief, the City argued that the trial court wrongly let Hoyer introduce evidence that was attorney-client privileged, that the jury erred in its finding of whistleblower retaliation, that Hoyer failed to mitigate her damages, and that her award for emotional distress was excessive. After poring through 4,000 pages of court records, Hoyer'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 unanimously rejected the City's pleadings, stating; "None of these arguments is meritorious."



Karl Olson Photo:  
Mountain Democrat

**Beyond the legal trouncing, the 29 months of appeal-wrangling would be costly.** Looming was the 7% interest on Hoyer'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 Hoyer's attorneys that he had been "asked to handle the resolution of the judgment." Still, no settlement was reached. DCA Rolnick reviewed – but did not contest - Hoyer's May 2020 reimbursement of appeal expenses. Records show no City services detailed in laborious Declarations from her at the time. The City eventually agreed to an Amended Judgment that the Superior Court approve a breakdown;

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Attorney Fees on Appeal

<b>Total</b>
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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, Firsiroti, and other lawyers. The money came from the City's General Fund. In a 5/28/20 email, DCA Rolnick wrote: *way to get the \$ out the door and given the other issues the Controller is dealing with did not seem like the quietest, least embarrassing way.*

Saving face may explain the sudden ardor for the "quickest way" after dragging the case on for months. Post-trial settlements weren't proposed. Settlements require a hearing and approval by the City Attorney. By accepting defeat without a settlement, the payout eluded public inquiries and media coverage, skirted by shelling out amid the COVID-19 tumult.

Records show that Herrera spent openhandedly to defend himself. The *Westside Observer* reported that the CAO attempted to reduce the fees charged by Keeker & Van Nest. No such records were found. If the City attorneys had pursued the appeal, legal fees fell to one-third of Keeker & Van Nest rates. Had the City attorneys pursued the appeal from the outset, about \$2.8 million could have been saved. Another \$2.2 million could have been saved without the appeal. We asked the CAO why it didn't attempt a post-trial settlement; no response.

The City Attorney's retaliatory sewer-gate debacle, alongside the FBI's recent arrest of DPV and others for public corruption, jabs at the City's anti-graft capabilities. As Hoyer 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 Hoyer as "a public worker. Back then, her efforts to "stamp out public corruption through aggressive legal action" were lauded. However, once he found fraud-enabling practices within his office, Herrera apparently contrived a pretext for his own penchant for "knowing more than anyone else," resorting to a "scorched-earth approach" and frequent efforts to settle." In pot-versus-kettle irony, Herrera failed to follow his own counsel. He sued journalists, jury and judges, tempered his lawfare, and settled earlier, taxpayers and whistleblowers were the losers.

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobserver.com*

**July 18, 2020**

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Captain Nick Rainsford Photo: Ingleside Light

by Dr. Derek Kerr

**O**n June 17, the *SF Examiner* reported that Taraval Station's Captain Nicholas Rainsford "relieved of his command and placed under administrative investigation." Reporter Chief William Scott had "abruptly transferred" Rainsford to SFPD's Homeland Security. Although an SFPD spokesperson declined to provide details, Examiner sources indicated that removals were typically driven by "significant misconduct" or when an officer's ongoing presence posed a "threat" to officers or the community.



**Morale was sagging. Capt. Rainsford addressed the officers and appeared to reassure them that the police had handled previous protests. His exact statement is not known, but he thought it was wrong, felt offended and filed a complaint. Internal Affairs...**

The *Westside Observer* (WSO) sought comments from Captain Rainsford but received no response. Rainsford, who was appointed Acting Captain on June 12th, told the WSO that he would manage day-to-day operations until "we assign a permanent captain", and had "not identified any changes to station operations".



# WESTSIDE OBSERVER

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after the police shooting of Mario Woods, someone had posted a Wall Street Journal Op-Ed “Black 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 report on the “Anti-Black Lives Matter article,” the Examiner questioned the legality of posting an Op-Ed arguing that policing suffers from systemic racism. The report determined that the Op-Ed was “not political in nature” and did not violate City rules against political campaigns.

The incident with Capt. Rainsford seems more serious than the 2016 Op-Ed controversy. Unprecedented social reactions to violent police interventions are driving extraordinary police reactivity, the value and plight of police whistleblowers must be balanced with the record of

Captain Rainsford's re-assignment may be temporary. As of 7/1/20 the SFPD still identified him as the commanding officer. No other Captain has been assigned to Taraval Station. There has been no official notice of his reassignment by the SFPD or the Police Commission. Neither Supervisor Norman Yee in District 10 whose districts are partly covered by the Taraval Police Station, was notified. As Supervisor Yee has noted, sudden and *sub rosa* reassignments “undermine trust and relationships with the community.”

A native son, Nick Rainsford was born and raised in the Parkside neighborhood of the Sunset District. After attending Gabriel's Grammar School and Sacred Heart High School, he joined the USMC Reserves and later joined the SFPD in 1994, working at the Bayview, Central, Tenderloin, Richmond, Ingleside & Geary. He received several promotions along the way. After serving as Captain of the Staff Services Division that oversaw the city's police staffing, he became Taraval Station's Captain in December 2018. In that capacity, he focuses on community relations and home burglaries as well as traffic safety. He wrote an informative column for the *Observer* and monthly editorials for Taraval Station's outstanding website. According to openpayrol, he was paid \$222,786 in 2019.

The Taraval Police District is the City's largest and most populous. It is bordered by Golden Gate Park to the west, Daly City to the south, and 7th Avenue down to Interstate 280 to the east.

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobserver.com*

**July 3, 2020**

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## Deadly Rip Currents at Ocean B

**O**cean Beach is notable for powerful swells that attract surfers, nature lovers and kids. Less visible are treacherous rip currents that can drag swimmers out and frigid waters can quickly cause drowning. Prominent signs warning of the dangers 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 program that responds to emergencies. Since then, annual drowning deaths at Ocean Beach haven't exceeded two. Because Ocean Beach is not a designated swimming area and because its 3.5 mile stretch would be prohibitive, lifeguards are not routinely assigned there. Also, the presence of lifeguards could mislead visitors into thinking swimming was endorsed.

As reported by Hoodline on June 11, 5 East Bay teens were caught in a rip current at the end of Ocean 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 injuries and went to the ICU in critical condition. Three teens were hospitalized in serious or stable condition and one was discharged home.

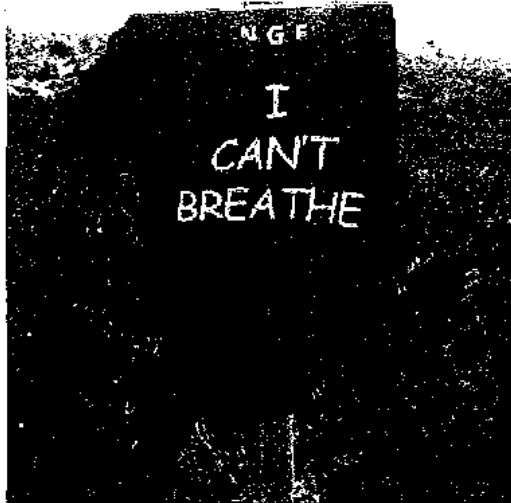


...annual drowning deaths at Ocean Beach haven't exceeded two. Because Ocean Beach is not a designated swimming area ... lifeguards are not routinely assigned there. Also, the presence of lifeguards could mislead visitors into thinking that swimming was endorsed.

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Five students from Vallejo High School decided to lock arms and wade waist-deep 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 5/12/16 hearing 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 Ocean Beach the most dangerous beach in the nation. In 2015 alone, the Park Service conducted rescues of which 19 required hospital attention.



Despite enhanced signage and rescue patrols, casualties among unwary swimmers have increased. In 1998, a 16 year old boy died. Between 1998 and 2006, 7 deaths were reported. In January 2006, the body of a 16 year old and novice surfer Sean Fahey washed up near Sloat Blvd. Then in May 2006, Marlin Coats, a 16 year old, drowned while trying to save 2 boys who were struggling in the surf. The boys were hospitalized and recovered. In April 2014, Abel Cornejo, his 14 year old son Marcos and a cousin were swept out to sea. The father ended up in a coma in the ICU at UCSF and young Marcos was lost at sea. In August 2016, a swimmer was lost in the surf near the Cliff House. In December 2018, Jay Seideman, a 43 year old tech executive from Oakland, succumbed to a heart attack. A stricken surfer required CPR after being rescued then was hospitalized in critical condition. Many other 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 currents are responsible for more than 100 deaths a year. Three foot waves can strike with surprising force, tossing waders off their feet. Even the strongest swimmers can be pulled out to sea. A UC Berkeley oceanographer explains that incoming waves are deflected by the beach into an underwater channel that funnels the water back out to sea. The streams are deceptive. By flowing out through the surf zone, rips create a calm spot that is actually hazardous. Rips move at a rate of up to 8 feet per second, making it impossible to fight the current. Those who panic and fight the current are soon exhausted. They are further incapacitated because the water stays at a bone-chilling 56 degrees even in the hottest months. Drowning can occur in a few minutes.

A handy YouTube video shows how to identify a rip and escape it. Comprehensive information is available on the Westside Observer website.

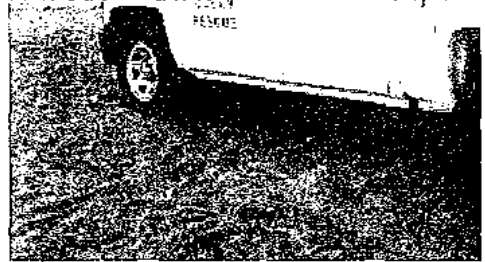
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around 100 feet from shore, the water until the current dissipates, then swim back to shore away from the rip zone.

Ocean Beach experts advise that even wading at ankle depth is risky. Safer yet, stay out of the water.

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June 15, 2020



## The Enigma of COVID-19 Imm



# WESTSIDE OBSERVER

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to them without halting replication. Neutralizing antibodies are key protectors against infection but they emerge after infection or vaccination.

### Antibodies Do Not Ensure Immunity

A recent study from Shanghai showed that among 175 patients who recovered from COVID undetectable neutralizing antibody levels. Similarly, researchers at Rockefeller University found that among convalescent patients, 33% had no detectable neutralizing antibodies while 46% had low levels. In those who recovered, presumably the cellular component of the immune system fought off the virus. It 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 amount for COVID-19. Some viral infections like the common cold – often caused by different coronavirus – show 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 infection. In the case of AIDS, there's an abundance of antibodies to HIV but they are non-neutralizing and we still have no vaccine against AIDS or any coronavirus.

.....  
**Contra these gloomy laboratory studies, clinical findings from South Korea show the specter of re-infection. Among 263 patients who fully recovered from COVID-19, 10% tested positive for SARS-CoV-2 weeks later, none harbored viable virus longer infectious."**

Another reason why viral infections evade the immune system is that viruses mutate so that Preliminary data from China indicates that SARS-CoV-2 mutates frequently and some strains are more virulent than others. The deadlier mutations recovered from Chinese patients were also noted in patients in New York State. The milder strains resembled those in Washington State. Thus, mutations account for the variable mortality rates seen in different regions. A non-peer reviewed article by Korber et al. describes a SARS-CoV-2 mutation dubbed "D614G" that is replacing the original Wuhan virus across the globe in New York. Though challenged by other scientists, such mutations, like those of the flu virus, make it difficult to develop an effective vaccine or to prevent re-infection.

Antibodies, whether acquired by natural infection or vaccination, may not be protective. In fact, the World Health Organization rejected antibody tests to grant "immunity passports" – certificates that would allow people to circulate freely without fear of re-infection. WHO declared; "There is currently no evidence that people who have antibodies are protected from a second infection". Also, many anti-vaccination Scientists warn that segregating society on the basis of dubious biologic data can threaten public health.

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*Society of Professional Journalists, NorCal Chapter*

SARS-CoV-2 binds to ACE-2 receptors that are found throughout the body, notably the airway lining of blood vessels, the heart and kidneys. This explains the widespread organ involvement. Some patients succumb to an unruly inflammatory cascade called a "cytokine storm" when cells attack organs infected by the virus. A related immune over-reaction called "multi-systemic inflammatory disease" has affected some children weeks after being exposed to SARS-CoV-2.

Conversely, SARS-CoV-2 weakens the immune system by binding to CD-147 receptors on T cells. Thus, anti-viral immune cells get infected by the virus they are supposed to destroy. Some patients show markedly depressed lymphocyte counts, but those who are severely ill show functional lymphocytes. So SARS-CoV-2 acts like HIV by neutralizing a key component of the immune system. Luc Montagnier, winner of the 2008 Nobel Prize in Medicine for discovering the Human Immunodeficiency Virus (HIV), asserted that SARS-CoV-2 is a lab-created virus containing HIV genetic sequences. He was at the Wuhan 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 immune system. SARS-CoV-2 camouflages the cells it infects, resulting in "immune evasion". By hiding its tracks, it avoids recognition and elimination of virus-infected cells". This mechanism could allow SARS-CoV-2 infection like Hepatitis-C or AIDS and may explain why some patients experience prolonged shedding.

Contra these gloomy laboratory studies, clinical findings from South Korea bring optimism. Among 263 patients who fully recovered from COVID-19, then tested positive for SARS-CoV-2 viable viruses. They were no longer infectious. The diagnostic test merely detected RNA fragments that can take several months to clear from convalescent patients. Unlike HIV, SARS-CoV-2 did not integrate into host cells, making it doubtful to result in chronic infection or recurrence. Although antibodies are protective, solid evidence of immunity from re-infection is lacking, coming from non-peer reviewed monkeys. Given COVID-19's uncertainties, safety means avoiding exposure and supporting adequate exercise, rest, nutrition plus vitamins D and C.

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideobserver.com*

**June 2020**

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Society of Professional Journalists, NorCal Chapter



## Mystique of COVID-19 Transmi

by Dr. Derek Kerr



To date, we have been told that SARS-CoV-2 (severe acute respiratory 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 b receptors on mucosal cells but cannot penetrate intact skin. Accordingly, b keeping 6 feet away from others, washing hands frequently, and avoiding touching our face. Upon recognizing that infected people were transmitting the virus without or before feeling A survey 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.

airborne transmission of COVID-19 is likely, particularly in crowded  
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# WESTSIDE OBSERVER

James Madison Freedom of Information Award members contracted COVID-19 after a 3-hour practice and why prisons, nursing homes, and 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. Several studies show that aerosols, and some droplets, can travel well

Micro-droplets in aerosols also pose a danger because their small size allows them to reach droplets deposit in the upper airway where they are typically trapped by mucus that is pushed hair-like structures called cilia. Aerosols are largely blocked by face masks, especially N95 particles above 0.3 microns.

## Aerosols Carry Viral Particles

Aerodynamic research on air samples in COVID-19 hospitals in Wuhan, China found viral RNA in toilets where flushing urine and feces can aerosolize the virus. Indeed, other researchers in feces of most COVID-19 patients. Viral RNA was also found where workers removed their clothing scattering viral particles into the air. However, well-ventilated patient care areas and open air of aerosolized viruses. Once contaminated areas were sanitized, the air within became viral at the University of Nebraska Medical Center found viral RNA in air samples from rooms of et al detected viral RNA in the air exhaust fan of Singapore hospital rooms, indicating airborn

Since these studies only isolated viral RNA, they did not prove that the air contained viable SARS-CoV-2 (SARS-CoV-2 has a RNA core and a spiked protein coat). Further, viral concentrations in the air are know how many viruses are needed to cause infection. However, because SARS-CoV-2 is likely because aerosols have spread tuberculosis, influenza, measles and the 2003 SARS coronavirus COVID-19 is likely, particularly in crowded, enclosed spaces with poor ventilation or re-cycled air. transmission is rare. Out of 1,245 COVID-19 cases documented in China, only 2 were confirmed to circulates freely.

## Aerosols Transmit Infection

A study by Van Doremalen et al showed that when SARS-CoV-2 was introduced into aerosols capable of infecting cells - for at least 3 hours. A non-peer reviewed report by Sears et al for

SARS-CoV-2 persisted in experimental aerosols for 16 hours  
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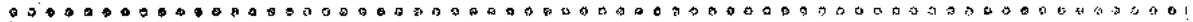
Better yet, wipe down contaminated surfaces daily – especially in bathrooms, with a disinfectant solution. Chin et al used micro-droplets of virus solutions to test viral viability against various surfaces. Most household disinfectants neutralized SARS-CoV-19 – but acids like vinegar did not. So, dryers set at high, about 130 degrees F, would eliminate SARS-CoV-2 from clothing.

Alarming, they found that the virus remained viable for 14 days at 39 degrees F, so refrigerators should be sanitized. Reassuringly, the virus lasted less than 3 hours on printing or tissue paper at room temperature. Contaminated banknotes harbored viable virus for 2 days and cleared on day 4. Cloth and paper surfaces cleared within 4 days while glass surfaces cleared within 4 days. Plastic and stainless steel held viable virus for 7 days. Hence, the need to wash hands often; at least 10 times daily has proven ideal.

The likelihood of airborne infection depends on the dose of virus transmitted and the duration of exposure. Unmasked face-to-face chat could pass the virus. Accordingly, if unmasked, avoid crowded places. As for conversations, keep them short, masked and distanced.

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**May 2020**



# WESTSIDE OBSERVER

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## Door-to-Door Imposters, Robocalls: Beware of Co



**T**imes of crisis bring out the best in us – and the sleaze in scam. March newsletter alerted the public to a creepy COVID-19 scare. Department of Public Health (DPH) or Centers for Disease Control (CDC) going door-to-door, asking to enter homes to conduct inspections. CDC sends personnel door-to-door to inspect private residences.

**Health Inspectors** Although City Disaster Services workers do patrol in various neighborhoods, they do not ask to enter homes or establishments. DPH Environmental Health Officers (EHOs) check sanitation in SRO hotels, but they notify building managers in advance and prepare for 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 SFPD advises that if canvassers claiming to represent the DPH or CDC call at your home

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The FTC advises to hang up on robocalls. Do not press any numbers or answer any questions on 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 charity calls for donations. Report solicitation scams to the FTC at 1-877-382-4357.

**Snake Oil** The World Health Organization (WHO) has alerted the global community about those that claim to prevent, detect, treat or cure COVID-19." Notably, deceptive websites generally list a toll-free landline phone number. Consumers are advised to seek guidance from a medical professional. Scammers are flooding the US market with fake or untested sanitizers and disinfectants, claiming to cure coronavirus. The Environmental Protection Agency (EPA) lists approved sanitizers and through retailers who sell unregistered COVID-19 related products.

**Social Security Scams** The Social Security Administration (SSA) is warning the public about 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 wire transfer to preserve your benefits during the COVID-19 shut-down. The SSA emphasizes that Social Security payments or benefits during the pandemic - or demand fees. Report these crooks.

The IRS reports a wave of calls and emails from fraudsters seeking personal information to receive the \$1,200 "Stimulus Check." The official term is "Economic Impact Payment" and the IRS asks you to verify your bank account. The IRS does not call or email taxpayers to verify personal or banking information. Identity theft cons. Do not open "IRS Emails" or click on any links or attachments within them. A scam involves sending taxpayers a bogus IRS check with directions to call a number to verify the check. Report such scams at; <https://www.irs.gov/privacy-disclosure/report-phishing>.

Information and caution are protective against cheats. Get definitive guidance and subscribe to the Center for Disease Control and Prevention at <https://www.cdc.gov/coronavirus/2019-ncov/what-to-know>. The California Department of Public Health provides information and updates on COVID-19 at; <https://www.sfdph.org/dph/DCDC/Pages/default.aspx>. The City's overall responses can be tracked at; <https://sf.gov/topics/coronavirus-covid-19>.

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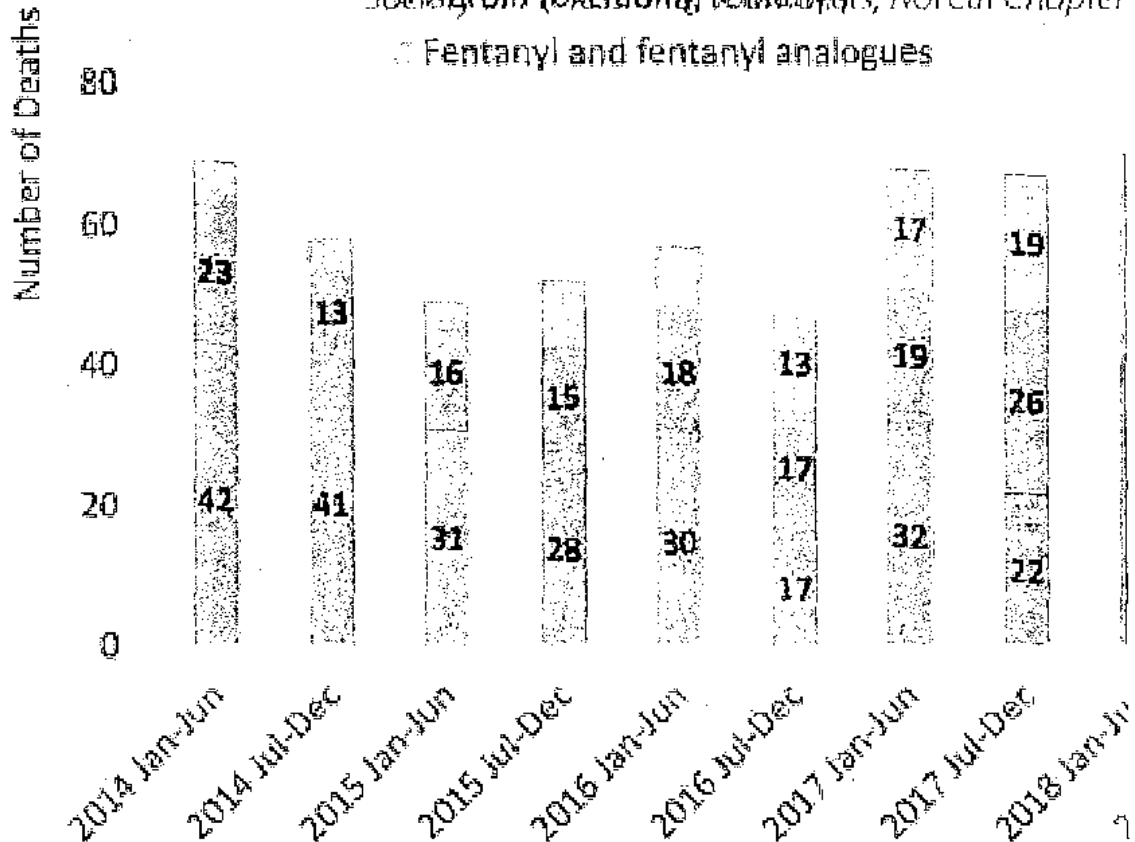
April-May 2020



## Fentanyl & Meth Push Overdose Deaths to

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by Dr. Derek Kerr

**T**here's another deadly epidemic in the City. Until now, San Francisco's robust reduction programs had forestalled the opioid overdose epidemic sweeping the Bay Area. [Press Release](#) and [Health Commission presentation](#) detailed how fatal drug overdoses are now primarily driven by fentanyl. Most casualties are men, 40 to 59, and disproportionately African-American.

## Fentanyl

A potent and fast-acting opioid, fentanyl is about 100 times more potent than morphine or heroin. Formulated in 1959 to control pain from cancer or surgery, fentanyl was later abused because it's cheaper to produce and easier to smuggle than heroin. As detailed in [journalism](#), Fentanyl, Inc., it mostly comes from China where chemical companies synthesize recreational drugs. These labs produce fentanyl variants or precursors that haven't yet been detected by the DEA. Ironically, criminalizing heroin has spawned a

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additive mixed into various street drugs to give them more "kick". Despite its potential as 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. Data Dr. Coffin shared with the Westside Observer shows that fentanyl-related deaths annually since 2015, reaching 162 in 2019. But that's a partial count due to the 6-month wait for toxicology results. DPH projections for 2019 foresee around 200 fentanyl-linked overdoses, far exceeding heroin plus prescription opioid deaths.

To counter the overdose epidemic, the DPH employs a Harm-Reduction model. This includes needle exchanges and clinics, freely distributing naloxone (Narcan) a drug that reverses opioid overdoses, providing syringes so users can check their stash, and planning drug sobering centers. Needle exchanges allow users to smoke rather than inject fentanyl and offer aluminum foil to facilitate this safer option. Single-room occupancy hotels where 30% of overdose deaths occur, advising drug users to seek treatment. Treatment strategies include easing access to methadone and buprenorphine (Suboxone). Once implemented, Mental Health SF will expand these services.

## Methamphetamine

Methamphetamine is largely produced by Mexican cartels that import the chemical precursors to produce cocaine, it's a stimulant but longer-lasting and cheaper. Meth-related overdose deaths have risen over the decade. However, the numbers exploded in 2019. As the Medical Examiner told the WSJ, there were 252 deaths as of March, with a projected total of 252. That's double the 126 meth deaths from 2018. Overdoses, the DPH found that 47% of Psychiatric Emergency visits in 2017-18 were methamphetamine-related.

Although no medications can reverse methamphetamine overdoses or block cravings, Contingency Management, whereby users receive cash rewards for staying clean. Sen. Scott Wiener, would provide Medi-Cal coverage for this intervention. Based on Force recommendations, a 12-bed Meth Sobering Center with access to counseling and support is planned for Tenderloin this year.

## Overdose Deaths and Prevention

Overdose deaths refer solely to acute drug poisonings. They exclude drug-related deaths from injuries, and infections. Also excluded are alcohol related deaths that are categorized as overdoses. When overdoses involve multiple drugs, it's difficult to determine which one was lethal. For example, methamphetamine overdoses involve other drugs - mostly fentanyl. So fentanyl contributes to deaths attributed to meth, cocaine and heroin. When one death is caused by 2 drugs, it generally counts as two deaths. That's why the sum of individual drug-related fatalities exceeds the number of

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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 prescriptions 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 launched dealers and suppliers last August. This "Federal Initiative for the Tenderloin" 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 improvi drug 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. Injec traumas 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 w Assembly Bill-186 in 2018. Brown called the bill "all carrot and no stick" for "enabling illi 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 Ord Site" in San Francisco.

Hopes soared this February when Philadelphia got Federal Court approval for an SIS b decrease rather than enable drug use, thereby not violating federal law. However, a publ the local US Attorney torpedoed the plan. Although Mayor London Breed introduced leg SIS, US Attorney David Anderson who orchestrated the Tenderloin drug raids vows to sl 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 prog officials 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

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Some sewer claims were fraudulent but routinely approved by the Claims bureau, at tax as detailed in the Westside Observer in September and November 2014, and February 2015. Hoyer's probing threatened managers close to Herrera, her investigation was shut down and her position in July 2012. She was transferred to the DA's Office and later terminated. This is the "Sewergate." In 2018, the NorCal Society of Professional Journalists recognized Hoyer's Freedom of Information Award in the Whistleblower category.

.....  
**Taxpayer costs will exceed \$5 million since the City has been paying Nest law firm \$850/hour to defend Herrera. Keker & Van Nest alone cost \$2,267,75, back in September 2016, records show."**

The Court of Appeals sustained Hoyer's awards of \$1,338,578 for lost wages, \$1,291,000 for attorney's fees. The City argued that these awards were unwarranted and characterized the City's appeals as "without merit". Taxpayer costs will exceed \$5 million since the City has been paying the Keker & Van Nest law firm \$850/hour to defend Herrera. Keker & Van Nest alone cost \$2,267,75, back in September 2016, records show. Karl Olson, one of Hoyer's attorneys, told the California Supreme Court to review the case, but only 5% of such Petitions for Review are granted. (Op-Ed — A special to the Westside Observer)

**February 2020**



## **Auto Burglars Assail Westside, East Bay, and Migrate to LA**

**by Dr. Derek Kerr**

**A**lthough 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 CompStat database. Therefore, the crime figures reported on Taraval Station's website are lower than those shown on



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CompStat shows that in 2019, home and shop burglaries numbered 334 versus 507 reported in 2018. That may reassure Sunset residents. As the July 2019 WSO reported, home invasions and burglaries are uprisings in that predominantly Asian neighborhood.

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
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 30,000 in 2018. The reduction is dubious. By the time all the delayed reports for 2019 are tabulated, the updated total will show a further reduction. On top of this, published numbers are understatements. Folks without compstat don't bother to report break-ins when arrest rates linger around 2%. However, compared to 2017, the crime wave has subsided.

The stabilization in citywide car break-ins masks a shift in crime targets. Auto-boosters have moved from commercial areas to residential areas – like the Westside, and even Safeway parking lots per the 1/31/20 report. Criminals monitor tourist sites, criminals seek opportunities for easier pickings elsewhere.

San Francisco isn't suffering alone with this epidemic. East Bay auto break-ins soared in 2019. There were increases of 25% in Oakland, 32% in Berkeley and 48% in San Leandro. As reported in the Chronicle, East Bay police agencies have formed a "roving task force" to crack down on auto break-ins. It gets worse.

This January, the Los Angeles Times described a new crime trend plaguing LA since 2017. Criminal members have been traveling to LA in rental cars to steal belongings from autos parked in public areas. Criminal tourists now prey upon regular tourists. After scouring parking lots for out-of-state cars, they brazenly break windows in broad daylight - even in view of surveillance cameras.

Because Bay Area smash-and-grab crews are known to local cops, they hit the road to avoid anonymity. So, LA detectives are sharing data with their Bay Area counterparts to track down these criminals. Data includes social media where thugs like to brag about their exploits. Last April, an Oakland auto burglary in Hollywood, using electric scooters to hustle the goods away. The store owner was injured, Oakland and 5 people were arrested.

What's happening closer to home? The WSO asked Taraval Station's Captain Nicholas F. ... about Westside car break-ins. He indicated that he was reviewing the crime data with his staff. comment.



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**C**annabis in San Francisco, the City of San Francisco Controller's Report on the legalization of marijuana industry, shows how efforts to curb the illegal market while helping 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 recreational 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 zero application fees due to the logjam. Yet, its operating budget w**



Doors are open at 2161 Irving St.

With this mandate, the Board of Supervisors passed cannabis businesses 600 feet away from schools and along commercial corridors. Then Ordinance 2 process. It included an Equity Program that prioritized the War on Drugs, and an amnesty program so some 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 dispensary and medicinal cannabis is Barbary Coast Sunset at two on Ocean Avenue are closed for renovations. B

created a self-defeating solution.

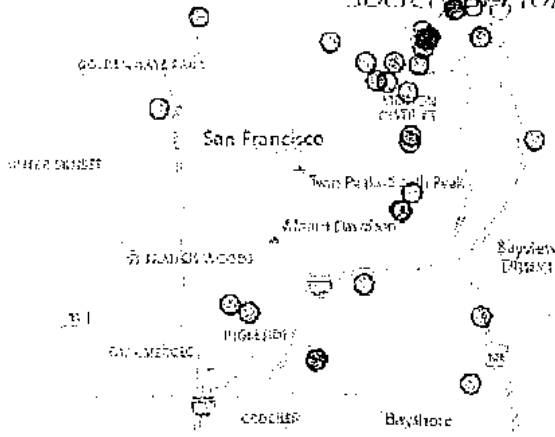
**REGULATORY LOGJAM:** Although 212 cannabis businesses are authorized operating. That's way less than the 387 operating in Oakland. Of these 118 operating by retailers and all were pre-existing or pre-approved Medical Cannabis Dispensaries. Like only retailers, growers, manufacturers, and distributors were already in place. New busi That's because Equity Program applicants hold top priority. By City law, no other applica equity entrants get 50% of all permits issued. Only three equity entrants have been appi backlog.

**EQUITY REVERSAL:** Equity Program applicants must meet strict criteria invc 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,

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Cannabis Storefront Retailers in San Francisco Storefronts 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 cultivation distribution operations. The backlog is so bad that new equity applicants face an additional being 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 investment companies. Either way, the aims of the Equity Program are thwarted.

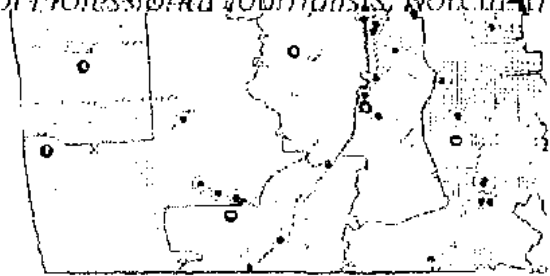
Although a Community Reinvestment Fund was set up to offset costs for equity applicants, City fears liability for aiding sales of a federally-outlawed drug. Further, there are so many that the market will be saturated before they're all approved, per the Controller's analysis.

As for the black-market entrepreneurs who opted to go legit, they're stuck in the permit-thriving illicit market that dwarfs the legal upstart by a factor of 3 to 1. As the Report concludes, it undermined its own equity goals and intent to eliminate the illicit market."

**ECONOMIC BURDENS:** This quagmire burdens taxpayers. The Office of Cannabis permit application and renewal fees. In 2018-19 it collected \$360,000, about half of its revenue came from existing businesses. But in 2019-20 it will collect zero application fees due to budget cuts. The budget will top \$1 million. Deficits will persist until the Office of Cannabis clears the backlog. All 12 City departments supervising the cannabis industry, the cost to taxpayers exceeds cannabis sales taxes covered these losses. That may not last. After 3 years of steady increase, it declined by 16% then leveled out in 2019. Statewide cannabis sales saw a similar decline as black-market competition are cramping tax revenues. Meanwhile, legal cannabis prices

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Retail Storefront Locations of Proposed Equity Business (currently in queue). Out of 133 applicants, 133 are applying for storefront retail. The proposed locations are heavily clustered in Union Square, the Mission and SOMA.

**PUBLIC SAFETY PRESERVED:** In 2006, the City assigned marijuana offense a low priority. Since then, cannabis arrests have steadily declined, although African-American people are disproportionately affected. SFPD incident reports show a 17% drop in cannabis offenses since adult-use was legalized. However, this number does not include low-level infractions. In 2018, marijuana-related complaints comprised 0.1% of recorded City crimes. As for marijuana-related complaints reported to the City, they comprised 0.003% of 2018 calls. The Westside enjoys the lowest incidence of cannabis-related crime, with the Westside logging just 4% of the City's 2018 total.

In accord with other studies, the Controller's Report found that property and violent crime near cannabis retailers dropped by 2%, whereas they increased citywide. Larceny theft and burglary near cannabis dispensaries – but also throughout the City and at similar rates. Since dispensaries cluster in certain areas, the Controller's Report concluded; "...crime that occurs near cannabis locations is likely driven by the concentration of commercial districts, rather than the notion that cannabis operators attract more crime."

California Highway Patrol records showed that cannabis-only stops for San Francisco increased by 31 cases in 2018. Those 31 cases were 10 more than in 2017, a post-legalization increase. However, cannabis-related stops increased and comprised 82% of DUIs. The remaining DUIs involved other drugs or mixtures where cannabis was used with other intoxicants.

**PUBLIC HEALTH CONCERNS:** When adult-use cannabis was legalized, there were concerns about increased consumption and limited access for young people. Current data for San Francisco is lacking. In other jurisdictions where recreational marijuana was legalized in 2012, there was no change in youth use rates. In California, cannabis use among youth decreased – even as many states legalized marijuana.

According to SF Unified School District surveys, suspensions for drug possession (largely marijuana) are small. There were 57 suspensions in 2018 compared to 44 in 2017 – and this is despite the popularity of vaping, given the outbreak of life-threatening pneumonias likely caused by vaping.

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**James Madison Freedom of Information Awards** have increased slightly since 2018. Again, the numbers are small, averaging less than 10 encounters. On the other hand, cannabis admissions to DPH Substance Abuse Treatment in 2018, just 355 or 4% of admissions were for marijuana. Per the Controller, these numbers reduce cannabis, just further monitoring.

The Office of Cannabis has rallied City departments to streamline the permitting process for applicants, a \$1.3 million grant was secured along with pro bono legal assistance from an 8-member Cannabis Oversight Committee, inaugurated in December 2019, will advise to "facilitate socially responsible growth of the cannabis industry." Hopefully, it will help to implement recommendations detailed in the Controller's Report.

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**February 2020**



## **Precarious Partnership:**

### **SFPD and the FBI**



Supervisor Gordon Mar opens the hearing investigating the Joint Terrorism

**by Dr. Derek Kerr**

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That arrangement was secretly renewed 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 Ge  
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. Nomin  
by such laws, notably SFPD's Department General Order 8.10: Guideline for First Amenc

**Supervisors Weigh In** DGO 8.10 was designed in 1990 to prevent police intru  
protests, and political assemblies. In the post-9/11 era, unwarranted JTTF practices be  
Alarming reports and warnings were issued by the Human Rights Commission, San Fra  
and 79 civic groups represented by the Asian Law Caucus, Council on American Islamic  
Accordingly, in 2012 the Board of Supervisors unanimously passed the Safe San Franci  
govern SFPD participation in federal counter-terrorism activities. The Ordinance enshrin  
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, telephone  
deploying informants, all without evidence of wrongdoing. Anyone could be targeted ba  
or race, thereby landing on a federal "terror watch list". Despite the slippery taxonomy, "  
investigations that can circumvent criminal justice principles and First Amendment righ

**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."

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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 sta attorney and police practices expert John Crew and several Commissioners at the expl DGO 8.10 requires approvals and oversight for investigations that "involve" First Americ 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 annual Commission merely assert proper conduct, without evidence. The FBI White Paper add by proposing workarounds including, "sanitizing" JTTF reports, or amending DGO 8.10 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

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adopted in San Francisco and California. And those protections can be slashed, deepened and President. As local politicians including Mark Leno, Scott Weiner, Jeff Sheehy, Tom Rafael Mandelman and Angela Alioto warned in 2017: "if this (Safe SF Civil Rights) Ordinance enforced...local offices will become entangled in the implementation of Trump's policies and residents have unequivocally rejected." On the other hand, the Police Officer's Association Commission to restore its JTTF partnership, decrying that it was abandoned "in a political Currently, JTTF policies are antithetical to transparency and accountability. Upholding [San Francisco Civil Rights Ordinance keeps the SFPD accountable to the community it serves. Involvement in JTTF political surveillance entrains our police to view First Amendment Worse, more law-abiding San Franciscans view police as potential threats because unrestrained contravene civil rights. There are other ways the SFPD and FBI can collaborate to address 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 [Westside Observer](#).  
 Acknowledgement: **Mission Local and The Intercept** first reported on the FBI White Paper. *Dr. Derek Kerr is a SF investigative reporter. Contact: [watchdogs@westsideobserver.com](mailto:watchdogs@westsideobserver.com)*

December 2019



## Hedging the Shake-Up at Laguna Honda

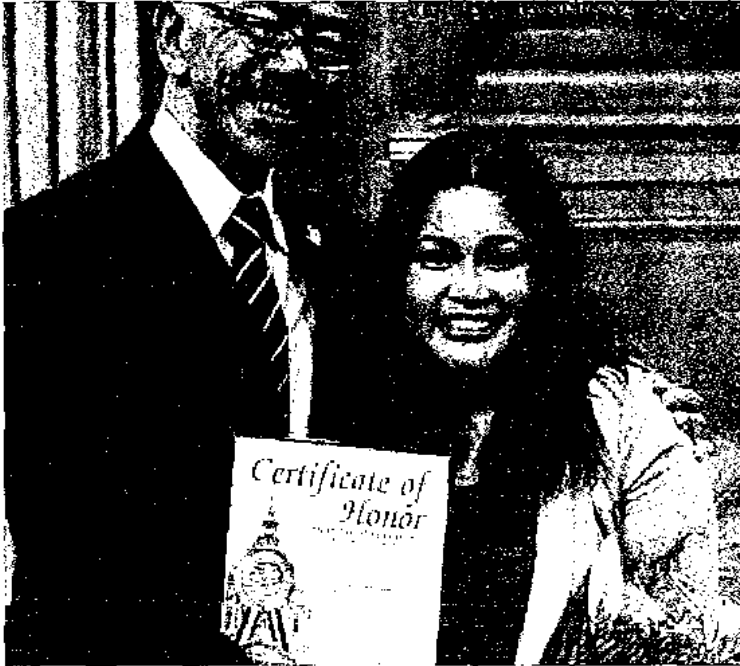
by Dr. Derek Kerr

Three months after Laguna Honda Hospital (LHH) CEO Mivic Hirose and Quality Director 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, represent Valencia's exit to the patient abuse scandal covered in the September *Westside Observer*. Restoring LHH's standards, reputation and purpose won't be easy given the long tenure of Mivic Hirose. Hirose served as Associate Director of Nursing since 1999, then as Chief Nursing Officer as CEO from 2009 until the scandal emerged this June. Over those 20 years, Hirose helped create a culture. Lackeys were recruited, mentored and boosted into positions of power. As reported in the *Westside Observer*, some nurses openly denounced "favoritism, nepotism and cronyism." The challenge will be to manage and transform her predecessor's entourage.

The long-delayed departure of Valencia is intriguing. After all, she was directly responsible for the actions of the nurses who abused 23 patients as well as their negligent supervisors. Retaining Valencia as CEO Director looked like scape-goating. The palatable rationale for keeping Valencia was to

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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 m  
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-C  
soft-landing into a well-paying job 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 McSha  
internal investigation was underway,” per CDPH records. Another kept a patient hospita



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LHH Medical Director, Dr. Michael McShane

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 & 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 June 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 incidents

.....  
**Another kept a patient hospitalized for an extra week, afraid to see death" at LHH. Apparently, LHH's internal medical investigation months later, by chance, an unrelated investigation of an employee 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 ignored for 4 years. Recently, almost 1 in 3 patients discharged to th by going AWOL or signing out against medical advice. Further, theft/loss reports and b 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 pati caregivers. Increased alterations, threats, thefts, and AWOLs are predictable with the

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James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter  
said SFGH Chief Quality Officer, Troy Williams:

Back in December 2016, the CDPH issued an "AA" citation (the most severe), plus a \$100,000 fine detailed in the February 2017 *Westside Observer*, a nurse had parked an elder's wheelchair set the brakes, resulting in a fall and a fatal head injury. Surprisingly, LHH contested the citation. Attorney sued the CDPH to drop the citation and fine. In Superior Court case #CGC-17-10000 LHH's lapse did not warrant an "AA" citation and that the fine was invalid as it was issued during an investigation rather than within 30 days as required. After 2 years of legal wrangling, the City paid an "A" but wouldn't budge on the \$100,000 fine. However, the cost to taxpayers will far exceed the Attorney fees.

In comparison, the recent abuses of 23 patients were deemed so grave that CDPH issued a state of "Immediate Jeopardy" – the top category of patient endangerment. State penalties were already levied. If the City again litigates against them, it could signal that Laguna Honda is not adequately protected.

*Dr. Derek Kerr was a senior physician at Laguna Honda who exposed wrongdoing by the watchdogs@westsideobserver.com*

November 2019



## Attempted Assassination of Westside Journalist Brandon Lee

by Dr. Derek Kerr

On 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 Philippines was responsible for the attack. Internal bleeding required transfusions. Numbness below the waist indicated a need for surgery to remove a bullet lodged in his jaw, he suffered several cardiac arrests. Weeks

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...and volunteered with the Society of Professional Journalists, National Chapter 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 Aaron, Brandon worries for the safety of his family and colleagues due to the government surveillance and harassment.

In 2010, he moved to the Philippines to pursue his passion; helping farmers and indigenous communities. He became a permanent resident, married Bernice and raised their daughter Jessie, now a correspondent for the Northern Dispatch, an English-language weekly news outlet. His work focused on government corruption, military depredations under Martial Law, the framing of political activists, and environmental justice. Also, he volunteered as a paralegal for the Ifugao Peasants Movement. The Dispatch open letter declared, "The attempt on the life of Brandon is to sow fear and to silence the communities of Ifugao fighting against a corporate-led hydro-electric project and his country's people's mass movement."

His writing was fearless. In a May, 2014 article titled; "Phil. Army Desecrates Ifugao Dead", he reported that soldiers raided homes of local farmers at gunpoint and forced them to open the coffins. These searches were part of the Aquino government's anti-insurgency program that he labeled as "terrorist". He bravely took over some duties of the IPM paralegal officer who had been murdered after being labeled a "communist sympathizer". Per the Inquirer Northern Luzon, "In 2015, Lee was among the members accused by the military of supporting the New People's Army" - the armed wing of the Communist Party. A slew of Facebook threats and vilifications such as "terrorist" and "traitor" were directed at Brandon and 9 colleagues were mailed pictures of Ifugao burial blankets - an implicit criticism of the military. References to "GTFO" (Get the F-k Out) and "NorCal" - pointing to his "outsider" American background - were also made. In 2018, after another colleague who campaigned against the hydro-electric plant was killed, Army investigators asked Brandon to name his coworkers, he disclosed just two - those who were also targeted.

In the days and weeks before being shot, soldiers had repeatedly appeared at IPM offices asking about his whereabouts, office hours, and family members. In an e-mail to his brother Aaron, Brandon expressed his safety of his family and colleagues due to the government surveillance and harassment. In a 2018 interview with commander Maj. Gen. Pablo Lorenzo stated; "As regard the propaganda issue wherein (the Communist Party of the Philippines) is behind the alleged shooting incident, this is devoid of logic and factual basis. It is in the interests of the government and AFP". Instead, Lorenzo proposed that the Communist Party of the Philippines is behind the alleged shooting incident, this is devoid of logic and factual basis. It is in the interests of the government and AFP".

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 murdered in 2018. This April, our own Board of Supervisors passed Resolution 209194  
 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*

October 2019

.....

## **Raided Westside Journalist Bryan Carmody**

*by Dr. Derek Kerr*



Bryan Carmody

**B**ryan Carmody, the freelance journalist whose Sunset newsroom was raided by 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.

Carmody was catapulted into international controversy after the SFPD broke into his ho

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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 Carmody as gun-toting officers plundered his belongings. Upon asking to make a call, a cop offered ahead and unlock it for us." No way. Similarly, Carmody said nothing to 2 FBI agents who 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 California Shield protects journalists, including freelancers, from being forced to reveal their sources 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 phone numbers, text messages and location data. All 5 warrants were subsequently judges who issued them, because the SFPD had failed to tell them that Carmody had SFPD.

**Burke was confident that the SFPD wouldn't use the seized information. However, the SFPD now knows the phone numbers of police officers Carmody."**

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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 i search warrants for journalist sources are generally illegal, journalists can be subpoenae advance notice to seek legal counsel. Even though the Shield Law protects sources froi 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 SI 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 anc 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 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**



**By Dr. Derek Kerr**

## Laguna Honda’s Silent Abuse Sca

In 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 Assistar

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Acting CEO Margaret Rykowski

**I** treatment. Another sprawled on the floor in a soiled diaper. Some were filmed as s  
affronts or asked to borrow money. One was being kicked by a staffer; another mu  
photos and videos had emerged incidentally during a staff-to-staff sexual harassm  
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 lecture, 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 l  
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 hi  
achievements. A puffy website was created. Happy faces crowded LHH's Facebook pa

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The mystery is why Quality Director Regina Gomez, who earned \$273,486 in 2018, was mistakenly reported that she had resigned. In fact, she was placed on paid administrative leave. LHH did not govern clinical nursing and those nurses didn't report to her. Yet, LHH Chief Nurse 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 downgraded from a proud 4 stars to a mediocre 2 stars. Ironically, Gomez's amplified reporting set the stage for a separate spate of patient abuses by staff went undiscovered, Gomez was apparently fit for authority.

Paradoxically, Gomez was replaced by Troy Williams, SF General Hospital's (SFGH) Quality Director. State inspectors threatened SFGH with fines and payment cuts for an improper policy on patient abuses allegations since 2016. Plus, SFGH was cited for 2 negligent deaths and substandard services. The rationale for Williams replacing Gomez is elusive.

LHH leaders have been preoccupied with flow, rushing patients in and out to accommodate care turned to process, churning out data and dashboards. "True North metrics", core metrics, and "Kaizen" workshops became proxies for patient well-being. For example, LHH's May 5th celebration metrics showing; "100% patient satisfaction with their care experience. We are committed to providing the highest quality of care." Meanwhile, managers were apologizing to the families of 23 abused patients. Splendid care.

Supervision: Gone are the days when former Nursing Director Virginia Leishman roamed the wards, checking on 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 desks. When important people disengage from patients, patients become unimportant. To make matters worse, wards were re-named "neighborhoods", then "community meetings" were introduced. Nurses were out of touch with patients and their caregivers. If no one noticed that 6 staffers at the time supervision failed.

The mistreated patients resided on North 1 and North 2, the "Integrated Wellness" neighborhood for cognitively impaired. Per LHH's Facebook page, North 1 has; "a dedicated staff of quality nurses providing compassionate care and experience helping residents with challenging behaviors. The program provides a variety of services including compassionate counseling with the goal of improved social functioning." North 2 aims to "provide a safe and secure environment for residents of life while meeting their psychosocial and emotional needs." What happened? Why were they assigned to such specialized wards? How did they pass the hiring process? Why were they there while working?



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favoritism, nepotism and cronyism at LHH. A 2007 LHH report warned about the lack 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 nurses out - or cannot afford the risk.

Establishing a Culture of Safety requires a root-cause analysis of why these abuses fest. 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 liars indifferent, or blinded by group allegiance? How did hiring and assignment practices in helpless patients? Hopefully, these questions will be addressed in LHH's "Turn-Around |

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 will 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, perhaps proposed hearing will provide insights – if employees can safely testify.

Acknowledgement: Thanks to the current and former LHH employees who provided tips. *Dr. Derek Kerr was a senior physician at Laguna Honda Hospital where he was fired for by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

SEPTEMBER 2019

### Breaking the Silence:

## Laguna Honda's Patient Abuse Sc



Former CEO Mivic Hirose

**S**tunned and bewildered. That was the reaction when 1,650 Laguna Honda employees email from DPH Director Dr. Grant Colfax on June 28th. "I regret to inform you th

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impacted patients, family notifications, and retraining of staff in preventing and reporting. An Acting CEO has been appointed; Margaret Rykowski, RN, Director of the DPH Office of Affairs. She is a retired US Navy Reserve Rear Admiral with the Nurse Corps who previously served as an Officer at SFGH and oversaw Laguna Honda's Health at Home program. Within 60 days she implemented Laguna Honda "Turn-Around Plan" to the Health Commission and the Mayor's Office.

.....  
**Director Colfax made an accurate diagnosis when he identified a "culture of silence" at Laguna Honda. By allowing abuses to fester, this institutional silence harmed patients but unfairly shamed the many dedicated workers who care with skill 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 the actions were "horrific actions". A more granular analysis will emerge from an investigation pursued by the Department of Public Health. Supervisor Norman Yee is seeking additional public and professional input from the Board's Public Safety and Neighborhood Services Committee. The Westside Observer is covering the scandal and welcomes confidential input from Laguna Honda employees.

Perhaps the most disturbing aspect of these violations is that they were discovered by a Human Resources investigation this January. Nobody reported the shocking misconduct. Director Colfax made an accurate diagnosis when he identified a "culture of silence" at Laguna Honda. By allowing abuses to fester, this institutional silence has not only harmed patients but unfairly shamed the many dedicated workers who care for patients with skill and compassion.

*Dr. Derek Kerr was a senior physician at Laguna Honda Hospital where he was fired for whistleblowing by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

**JULY 2019**

## Sunset Uprising: Residents Tackle Prop

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Presented to Westside Observer Journalists, NorCal Chapter



Photo courtesy: stopcrimesf.com

**D**istrict 4 Supervisor Gordon Mar heard an earful about property crimes from his break-ins, residents are alarmed about residential burglaries and package theft worsening safety in previously low-crime neighborhoods and the targeting of criminals.

On April 25th, Supervisor Mar held a hearing before the Board's Public Safety & Neighborhoods Committee. Dozen residents expressed frustration and outrage. A construction contractor testified to losing \$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 recounted incidents like the theft of food delivered to a 90 year old woman. Some feared going out at night because of people wandering about and sleeping on private property. Seeing strangers now "cause trouble." Amid demands for more police patrols, arrests and prosecutions, one gentleman asked, "maybe policeman sleeping?"

.....  
**...residential burglary cases had risen from 137 in 2014 to 237 in 2018, a 73% increase. In 2019, there was an 18% drop so far this year. In 2018, the DA filed charges in 86% of burglaries.**

SFPD Captain Tim Falvey provided statistics showing a steady decrease in residential burglaries from 2015 to 2018. The term robbery means that perpetrators confront victims and take property by force. Burglaries occur without victims being present. A "hot prowler" occurs when burglars enter a home without confronting them. Taraval Station logged 57 hot-prowls in 2018 – the highest number in the district. However, the 379 burglaries, robberies and hot prowls recorded in 2018 were less than the 647 recorded in 2015. An additional 41% decline was noted in 2019.

These declines were attributed to the 2018 re-activation of Citywide Burglary and Robbery Units across all police stations. Previously, police stations handled residential crimes within their respective Neighborhood Crime Units. That system missed criminals who worked across station boundaries. Under the new system, arrests for burglaries and robberies increased from 322 in 2015 to 465 in 2018. The number of reported burglaries in 2018 were up 10% in prior years. Yet many Sunset residents are still concerned about safety.

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Supervisor Gordon Mar-Photo: Sunset Beacon

The SFPD and Sunset residents agree that package thefts are mounting and can escalate. However, the SFPD doesn't track package thefts as a distinct crime. Instead, they are lumped with other thefts and classified as "larceny/theft". Without data on the incidence and demographics, the SFPD couldn't say whether Chinese residents were targeted. Despite the citywide issue, package thefts are still handled as low-level crimes at the station level. SFPD's focus has been public education on Taraval Station's website; [taraval.org](http://taraval.org).

Cristine DeBerry from the District Attorney's Office reported 16,000+ thefts in 2018. She noted that since these were mixed into the larceny/theft category. Prosecutions are based on the amount; anything under \$950 is considered petty theft – a misdemeanor. Although residential burglaries dropped from 137 in 2014 to 237 in 2018, she reported an 18% drop so far this year. In 2018, the DA filed 100 burglaries and 88% of these yielded convictions.

Kyra Worthy, director of SF SAFE (Safety Awareness for Everyone), explained how her organization partners with the SFPD to conduct free residential security surveys. SF SAFE also sets up Neighborhood Watch groups and Community Police Advisory Boards.

Frank Noto, co-founder of Stop Crime SF, described how his network of anti-crime volunteers has been targeted by rental cars to "our homes." He said crimes targeting Asians had increased and favored Asians. This organization holds law-makers, the police, the DA, and judges accountable for crimes.

Wendy Wong, SF Coalition for Good Neighborhoods, said just 4 of 140 SFPD dispatches

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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, Si 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 Neighborfest, a City program that strengther
- Work with SF SAFE to organize more Neighborhood Watch groups.
- Community Ambassador Program, a City job-training program providing safety escort presence.
- Use Nextdoor, 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 bec 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 wav Captain Nicholas Rainsford for a comment but received no response.

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideob*

**JULY 2019**



## The Struggle for Sunlight on Dark Money

*By Dr. Derek Kerr*

heSunlight On Dark Money 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 Comi Sponsored by Keane and Supervisors Mar, Haney, Fewer, Ronen and Mandelman, the S November ballot.

# WESTSIDE OBSERVER

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Candidate 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 independently ... Keane announced “I resign” and walked out.”**

One impetus for this Initiative was the 2013-14 Civil Grand Jury report titled Ethics in the 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 the contracts, land deals or similar benefits. This “Taxpayer Protection Amendment” received

But in 2003, Prop J was repealed by Prop E, an “Ethics Reform” Charter Amendment sponsored from Ethics. Prop E empowered the Board to amend - or undermine - voter initiatives in 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 protection guarding the hen-house” features, but passed with 62% of the votes. Thereafter, conflict 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 astroturf groups - 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 but opposed by the nonprofit sector. Then in November 2016, Ethics introduced Prop T 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 Accountability Ordinance (ACAO). The ACAO sought a ban on behest payments where seeking City entitlements to fund their favored nonprofits or political committees - who 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

The Nonprofit Perspective: According to the June 2018 Budget Book, City expenses for

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Since the ACAO applied to nonprofits big and small, the nonprofit representatives emphasize nonprofits that struggle to make ends meet and serve needy clients. For these Mom-and-pop nonprofits, they argued, drowning them under layers of accountability. They could not afford the violations, then sued out of existence by corporate adversaries.

Nonprofits resented being stigmatized as self-serving. If they don't lobby in the land use arena, they risk opening or renovating their facilities – even displacement. By necessity, nonprofit developers try to influence land use decisions. Further, nonprofit board members often serve on City commissions that would prohibit them from fundraising for their nonprofits, or supporting candidates who would receive contracts and benefits. Such limits would deter nonprofit leaders from sharing their expertise. Or, they might quit their nonprofit boards to avoid conflicts of interest.

Nonprofits wanted City officials to steer donations to them. They viewed behest payments as extortion or quid pro quos. So, Ethics agreed to switch from banning to simply disclosing behest payments. Nonprofits objected; having to report donations could discourage potential donors. Ethics tried to accommodate their concerns. Yet after every amendment, they sounded the same refrain: "We are threatened."

**The Split within Ethics:** On one side were Commissioners Renne, Keane and Kopp who supported a ban on corruption via a ballot measure. They were generally allied with Friends of Ethics (FOE), a former Ethics Commissioner and Civil Grand Jurors. FOE collaborated with MapLight and other groups in politics, to provide data supporting bans on certain campaign contributions and behest payments. In 2015-16, City Commissioners appointed by the Mayor had reportedly funneled \$1.1 million into their mayoral agendas. Further, of \$23 million in behest payments logged from 2012-2017 serving low-income San Franciscans. FOE also pushed to limit the huge monetary impact of the ACAO and the resulting displacement of local residents by luxury housing.

On the other side were nonprofits and big businesses. The nonprofit cause was bolstered by Ed Lee appointed Commissioner Yvonne Lee who has long-standing ties with nonprofit organizations. "It is my duty to support the most vulnerable and community service organizations." She rebuffed critics as arising from "anecdotes" rather than facts and because negative perceptions of "Asian sisters" had incited their persecution. Commissioner Daina Chiu, a corporate attorney at the time, initially wanted to move "expeditiously" given the "harm done." Then she drifted, citing public concerns, to join Lee against placing the ACAO on the ballot. After a 9/27/17 Chronicle article failing to tackle money in politics, Chiu deplored "the high-jacking of our electoral process."

**The Sausage-Making Finale:** At the 2/16/18 2018 Ethics meeting, the staff recommended a ballot measure on the June ballot. However, Supervisor Peskin's aide, Lee Hepner, implored Ethics to legislate instead. Peskin also wanted to insert a Major Donor Disclosure requirement into the ballot measure.

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Thus stymied, Ethics acquiesced to a joint meeting with the Board. But at that April 2018 Major Donor Disclosure proposal. The Board voted 6 to 5 against banning campaign co million from developers pursuing land use permits, citing the "highly diffuse and techni making." 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, Kopp Sunlight on Dark Money initiative to restore some provisions that succumbed to divisio

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: watchdogs@westsideob*

JUNE 2019



## Tough Contract Negotiations: Unions V Disobedience to Disrupt Inequa

By Dr. Derek Kerr

**O**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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stand to ensure that San Francisco is a city that works for everyone, not just the 1%.  
money from beleaguered taxpayers, the idea is to hold big corporations and their CEOs  
services and infrastructure that allow them to thrive. Recent data 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 t  
have to pay their fair share towards the public services that City w**

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-shari  
workers and shielding its revenues from taxation. Union members see similarities betw  
15% of City employees who are retained as temporary rather than permanent employe  
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 dep  
entrance to City Hall. The police respectfully warned that arrests were forthcoming. No  
budded. 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.

*Dr. Derek Kerr is a San Francisco investigative reporter Contact: [watchdogs@westsideob](mailto:watchdogs@westsideob)*

# WESTSIDE OBSERVER

James Madison Freedom of Information Award

Society of Professional Journalists, North Bay Chapter



SFMTA over the installation of transit-only lanes. Such lanes, 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 covered 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 transit-only lanes on Taraval Street be conducted as promised. POPS 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 and part is missing. POPS members worry that SFMTA is "walking back understandings and 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 notification inadequate and that SFMTA can appear to make decisions regardless of the public input received."**

We asked Rhodes to comment, but he is out on leave. Instead, SFMTA's Philip Pierce will continue until 2021, with ongoing community surveys and engagement with POPS. A community survey of about 1000 people showed that 49% supported transit only lanes. Simultaneously, the Controller's Office released a study of SFMTA's community outreach. "Members of the public report that notification can be inadequate and that SFMTA can proceed regardless of the public input received." In early 2018, SFMTA staff upgraded its public processes. Improvements included public notices with maps and project manager contact emails to interested persons, and conducting satisfaction surveys. Satisfaction ratings on SFMTA's public hearing notices and from 66% to 89% on the clarity of its approval process. Statistics aside, POPS expects SFMTA to survey merchants and residents and hold court until the impact of the transit-only lanes on merchants and residents is fully explored." In addition

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James Madison Freedom of Information Award  
*Society of Professional Journalists, NorCal Chapter*

by Dr. Derek Kerr

**N**ine days before the untimely death of Public Defender Jeff Adachi on 2/22/19, I received an email from his office. It detailed allegations of prisoner abuse by SFSD and offered an interview with Adachi. WSO reporters were busy preparing articles. If it 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 squat and cough for vaginal and anal exams. They felt humiliated and de**

Adachi's message included a 1/16/19 formal complaint to Sheriff Vicki Hennessy about the San Francisco jails and ongoing and repeated misconduct by SFSD deputies." Adachi and others were "fearful of retaliation for coming forward with their complaints" but were willing to



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Society of Professional Journalists, National



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 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, s 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 expo scenarios" at the Hall of Justice jail on Bryant Street. Sheriff's deputies had manipulate

# WESTSIDE OBSERVER

## James Madison Freedom of Information Award

Alarmed that his current complaint would be similarly torpedoed, Adams and Supervisor called for an independent investigation and oversight of the Sheriff's Department. After Hennessy referred the investigation to the Department of Police Accountability – without investigative fiasco.

Mistreating prisoners is an occupational hazard for guards. That was made clear in the Experiment. Psychologist Philip Zimbardo recruited students to act as guards and prisoners after 6 days because the subjects who played guards became sadistic toward the inmates that situational forces overtook the subjects' sense of morality and agency. A similar truth: Mother Jones reporter Shane Bauer who spent four months undercover as a prison guard: "I treat everyone as human takes too much energy...I focus on proving I won't back down. I 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 Suni Kathleen McCowin, a proponent of natural grass and limited lighting in playing fields. She was arrested her for peacefully protesting the rushed bulldozing of Golden Gate Park to install lights. Her December 2014 WSO article, The Shame of Rec and Park, provides the background.

During her one-day stay at County Jail #2, McCowin says her pregnant cellmate "Amani" Amanda's cramps and leaking were dismissed. Once bleeding occurred, she was taken and chained to a bed as she miscarried. Upon returning to jail, McCowin offered to switch beds with Amanda the lower bed. Reportedly, the guard wouldn't allow it and no menstrual pads were provided.

The Sheriff's Department was anxious for McCowin to sign herself out as she was constantly unsettled in after a reassuring but expensive phone conversation with her teen daughter. She also called her daughter who was supposedly crying for her release. The deputy neglected the 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 "it was my world."

The jail environment depersonalizes all involved, so the latest allegations of illegal beatings are not surprising. The prisoner-guard dynamic creates power struggles that compound the trauma. At the March, the Health Commission passed Resolution 19-5 declaring; "Incarceration is a Public Health Crisis" "each experience of being incarcerated is physically and psychologically traumatic with long-term effects on their families, communities." But it's also traumatic and corrosive for guards who are expected to be neutral. They would normally disavow. Too often, "rogue" actors are blamed instead of the pathologies of the system, cultures, role expectations, and unchecked power.

At a March 7 hearing before the Government Audits and Oversight Committee, Supervisors will oversee the Sheriff's handling of jail complaints. He insisted that the Sheriff's Office can't be held accountable without expressed consent.

# WESTSIDE OBSERVER

**James Madison Freedom of Information Award**  
 Society of Professional Journalists, Maricopa Chapter  
 where discipline is determined solely by the Sheriff? Sheriff Hennessy defended her  
 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 crim  
 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



By Dr. Derek Kerr

**A**cross the country, police departments convey that they solve rap  
 close them according to an investigation of 60 police agencies  
 conducted by Newsy, Reveal and ProPublica.

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 l  
 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 "exceptiona



.....

**Exceptional clearance is the term used when police have enough ev  
 arrest, and know who and where the suspect is, but can't make the  
 circumstances outside their control. These include when the suspe  
 incarcerated, 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 wh  
 However, some police agencies stretch this definition.

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rape cases – 87 more than what was reported to the FBI. Perhaps those 87 cases were sexual assaults short of rape, but we can't tell. The table below shows these discrepancies.

### SFPD Rape Case Reports

Year	CompStat Data	Reported to 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%)

When journalists request SFPD's rape data for exceptional clearances, arrest rates or UI get 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 January and February. They indicated that they did intend to respond to our request, but missed their own deadlines and were unresponsive..." The *Westside Observer's* own records request on 12/27/18 was ignored and 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. This system is also flawed as it doesn't count the many cases deemed "unfounded" or "exceptionally cleared" from arrests - unlike the Uniform Crime Reporting Program. Omitting unfounded cases can mask the prevalence of sexual violence and impede social reform. Labeling rape cases as unfounded can make police agencies appear more successful than they are. Because of the Newsy/Reveal/Pro plans to add the "unfounded" category to its new reporting system. The SFPD should be held accountable.

The need for reforms emerged when the Board of Supervisors' Public Safety & Neighborhood Safety Committee heard from sexual assault survivors and experts on 4/25/18. In emotional testimony, they demanded more empathy, respect and investigative zeal from the SFPD's Special Victims Unit. The City's response was inadequate. That entity includes the SFPD Special Victims Unit, the DA's Office, the District Attorney's Office, the SFPD's Services Division, SFGH's Rape Treatment Center, the Medical Examiner's Toxicology Unit, and the SFPD's Forensic Services Unit.

# WESTSIDE OBSERVER

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improvements, navigating the City's sexual assault services remains a mystery, grueling isn't treated as a public safety threat. Similar deficiencies were identified in a 2017 report 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, 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. Nationwide, 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 Ordinance 215-18 creating the Office of Sexual 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. Key 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 und

*Dr. Derek Kerr was a senior physician at Laguna Honda Hospital where he repeatedly exp Department of Public Health. Contact: DerekOnVanNess@aol.com*

March 2019



## Rape, Stolen Valor Charges Jolt Human Services

by Dr. Derek Kerr

immering anger over hiring practices at the Human Services Agency (HSA) turned to di arrested for rape and another accused of stolen valor.



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an admirable career in the industry of professional journalism to the local community". Jones earned a salary of \$92,927 (\$125,631 with benefits) in 2017.



Five months later, he was accused 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 Stolen Valor Act imposes penalties for fraudulently claiming to have received so secures money, property or other tangible benefits. HSA's Human Resources Department 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 office old attorney and Labor Relations Analyst was arrested for rape in Dublin in November 2018 he is being held without bail at Santa Rita Jail according to the Alameda County Inmate will be in March.

Prior to working at HSA, Harris was an Investigative Analyst with the DA's Office. Although were excellent, sources say his arrival at HSA entailed some controversy. A University of California graduate, he was admitted to the California Bar in 2014 and remains in good standing. His 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 arrested on a warrant for aggravated sexual assault of a child under 10. A stunned HSA colleague described him as a "decent person". A resident of Hayward, Broohm remains incarcerated at Santa Rita Jail with a hearing is due in February. He too is no longer employed.

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James Madison Freedom of Information Award  
of Public Health.: DerekOnVanNess@aol.com  
Society of Professional Journalists, NorCal Chapter

March 2019

## The Way We Were

by Dr. Derek Kerr

Between 1938 and 1940, the New Deal's Works Progress Administration (WPA) hired some detailed wooden model of San Francisco for the Planning Commission. The idea came from Timothy Pflueger. The 3-D scale model served as a planning tool for the many WPA projects to Golden Gate Bridge and the Bay Bridge itself, as well as the development of Treasure Island working during the Great Depression. Built at a scale of 1 inch to 100 feet, the 6,000 pieces of wood covered 1000 square feet. The cost, \$100,000. The model was displayed at the City Hall in 1939, then at City Hall in 1940. It was packed away in 1942 to make room for administrative offices. 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 the Van der Pol Bik and Jos van der Pol, restored the model of San Francisco circa 1938. The goal was to present the model to the public in a memorable way and promote civic engagement. The result is an exhibition on the main branch of the Public Library will display sections of the scale model corresponding to the current city. It will reveal something about the way we were and the City's evolution. Events and programs will accompany the display from January 25 through March 25. For more information check out [Take Part](#)

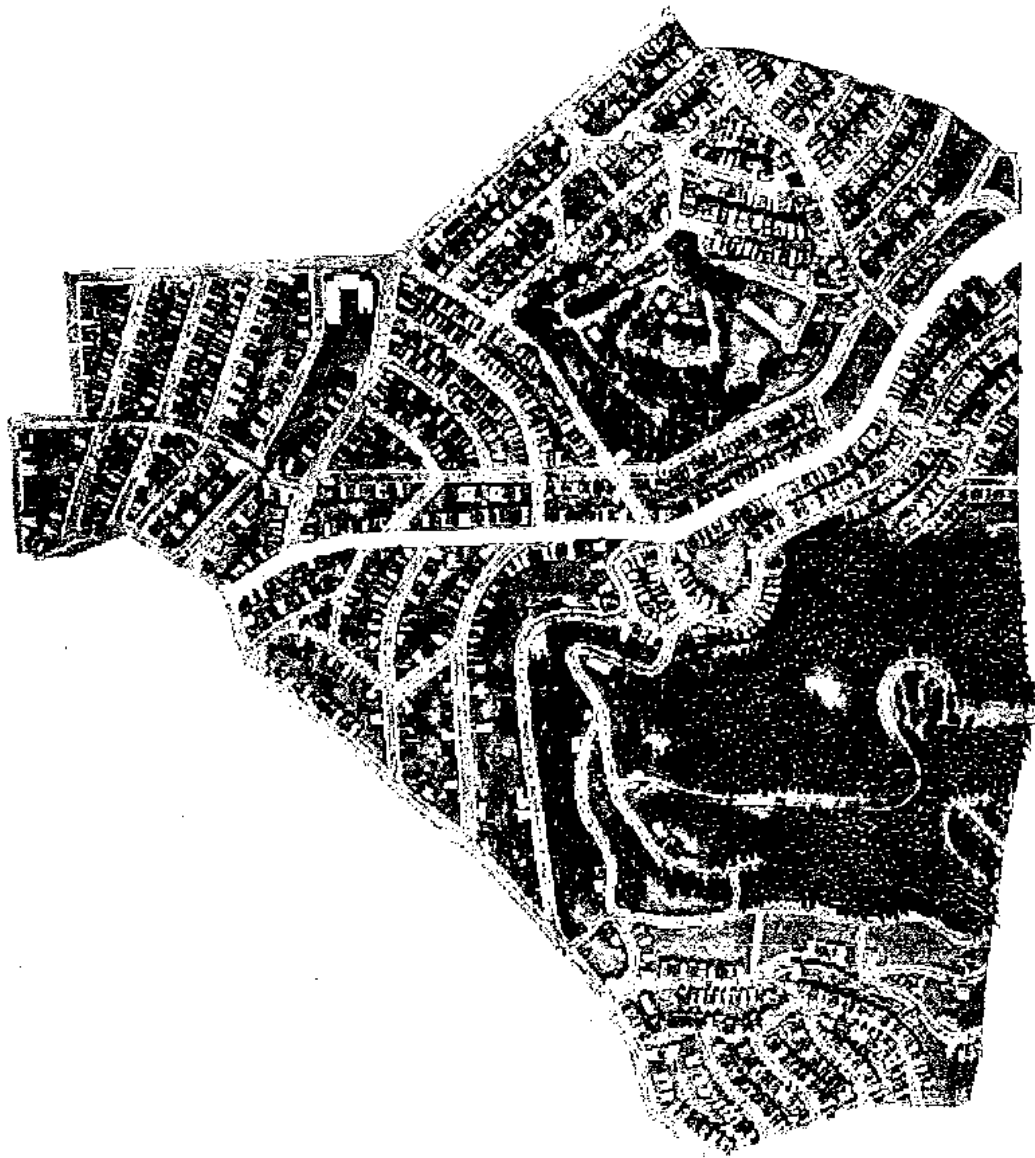
*Dr. Derek Kerr was a senior physician at Laguna Honda Hospital where he repeatedly expanded the Department of Public Health. Contact: DerekOnVanNess@aol.com*

LIBRARY BRANCH EVENTS

2. [publicknowledge.sfmoma.org/events](http://publicknowledge.sfmoma.org/events)

# WESTSIDE BSE

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*Society of Professional Journalists, NoCal Chapter*



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## Toward a San Francisco Public Bank

ceremony for the W.P.A. Scale Model of San Francisco, April 1940. image c  
part of City Planning Records, San Francisco History Center, San Fra  
of starting to discuss how water rights, local supporters lobbied  
pipelines. In March 2017 the Board of Supervisors 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  
ranked the financial system. When it came to loans for City housing, infrastru  
interest charges were steep. Since the *Westside Observer's* May 2017 [article](#) "A Public B  
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

easy to earn a living. The

# WESTSIDE OBSERVER

## James Madison Freedom of Information Award

Chicago which raised the 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 and credit agencies. In 1919, the state legislature established Bank of North Dakota (BND) and 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 million in bonds and loans in 2017-18. Of that amount, taxpayers owed up to \$121 million, according to the Annual Financial Report. The rest was owed by ratepayers using water, transit, airport and other services. Either way, bank executives, shareholders and bond holders reaped the proceeds. The city reported \$864,000 in bank fees last year. In response to public pressure to save money and protect our values, City officials, like those in Oakland and Los Angeles, began exploring Public Banking for the public good.

.....  
**Public input also favored divesting from Bank of America and Wells Fargo  
Treasurer's Office finds it daunting to 'create a Public Bank from scratch'**

Pursuant to the Board of Supervisors' Resolution 152-17, sponsored by Malia Cohen, Supervisor and Hillary Ronen, Treasurer Cisneros organized a 16-member Municipal Bank Feasibility Study. In response to Supervisor Fewer's request, the Budget & Legislative Analyst's Office issued a November 2017 report on public banking and other community supportive banking options.

After 9 months of deliberations and consultations with experts and other municipalities

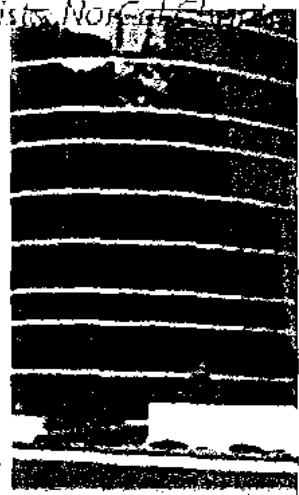
# WESTSIDE OBSERVER

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businesses, and students who *University of Professional Journalists, NoGadFly* 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 heard 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 in 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 transpa bank balance. Accordingly, the Task Force will present 3 new models: Divestment, Re-lr 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 San 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

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concept. SF Public Bank Coalition organizers Kurtis Wu and Jackie Fielder announced Bank Charter Amendment before voters in November. Supporters can check SF Public Bank sessions and work groups.

Regulatory and political hurdles abound. Last November, Los Angeles placed a Charter to allow the creation of a Public Bank. A robust 44% of voters approved - but it failed. Oak County commissioned a study concluding that a multi-Jurisdictional Public Bank was feasible. The Board of Supervisors rejected it citing "no clear roadmap, structure or supporting data." As for California's Treasurer's Office found that "No State-backed financial institution designed to serve the industry is feasible. All alternatives fail on both risk and financial grounds." Banks handle asset seizures and employee prosecutions for enabling a federal crime.

Yet the quest to transform banking is gaining momentum. In 2016, the second US Public Bank in American Samoa, opened with Federal Reserve approval. Hundreds of Public Banks throughout the nascent Green New Deal movement dovetails with Public Banking. Recall the Great Depression: Roosevelt tapped the publicly-owned Reconstruction Finance Corporation to finance New Deal Congressional appropriations. While campaigning, now-Governor Newsom declared, "We have a chokehold on state finances and develop our own state bank."

Meanwhile, City Treasurer Cisneros actively pursues socially responsible investments. The "Local" program allocated \$80 million from the County's Pooled Investment Fund to bank community lending. Other City agencies facilitate loans. For example, the Mayor's Office of Economic Development backs \$86 million in home loans for lower-income residents. Such service is what a Public Bank grows.



## Laguna Honda Grapples with Fleeing Patients

Dr. Derek Kerr was a chief of physician at Laguna Honda Hospital, where he repeatedly reported the number of Public Health Contact: DerekOnVanNess@aol.com  
**Dr. Derek Kerr & Dr. Maria Rivero**

February 2019

Three years ago, in Exodus from Laguna Honda Hospital, The Westside Observer reported the number of LHH patients who fled the premises. Now, LHH managers are publicly acknowledging testing ways to reduce "unplanned discharges." Unplanned discharges refer to patients who leave Against Medical Advice (AMA), or who simply walk out, Absent Without Official Leave (AWOL). Patients eventually return to LHH.

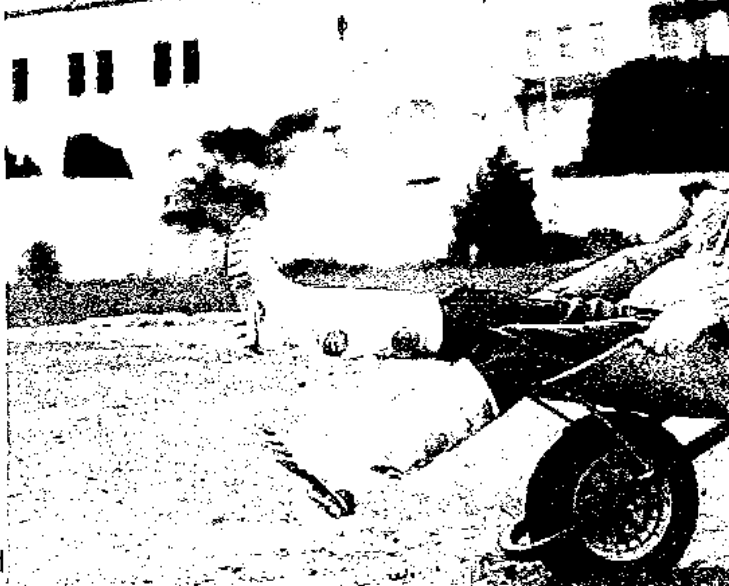
At LHH's 11/13/18 Joint Conference Committee, a public meeting of LHH managers and Social Services Director Janet Gillen presented an analysis of unplanned discharges. She saw a significant spike, with 23.6% of all community discharges leaving AMA or AWOL. The rate of unplanned discharges hovered between 18% and 24%. And in the year ending in September, it hit 26%, a new high. That's double the historical rate around 13%, even in the old LHH when there were fewer amenities.

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THE NEW LHH'S PRIVATE AND SOCIETY OF PROFESSIONAL JOURNALISTS, NORCAL CHAPTER

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 "behaviors like wandering, screaming, aggression, and rejecting care."**

LHH is working hard to reduce the turmoil while keeping its roots hidden. Without addressing its admissions process, or the population it serves, LHH set a goal of reducing the number of disruptive behaviors.



# WESTSIDE OBSERVER

James Madison Freedom of Information Award  
*Society of Professional Journalists, NorCal Chapter*

**There are costs. This year LHH faces a \$2.5 million budget shortfall increased need for coaches in an effort to facilitate patient flow with Coaches are staffers assigned to watch unruly or unsafe patients. Increased costs for security services, including staffing, patrols, security technology, and environmental controls. For example, every AWOL event triggers a wide search by the Sheriff's Department and busy LHH staff. Meaning LHH is more guarded and restrictive."**

Why do LHH patients flee? Here, we are baffled by contradictions. Between 2010 and 2018, reasons for AMA and AWOL discharges included 33% who "Did not want to be here" and 18% who "abused substances." Now, according to Gillen's November presentation, 70% of unplanned discharges were tied to substance abuse. Only 18% didn't want to be at LHH. However, in a September presentation, Chief Gillen insisted that merely 18% of unplanned discharges were tied to substance abuse between 2010 and 2018. If that 18% is correct, treating substance abusers won't do much to curb runaway discharges. Reducing abrupt decampments seem directed at drug users. The conflicting numbers presented here are unlikely to guide effective interventions. We asked Ms. Gillen and Dr. Qian to clarify their response yet.

Currently, records show that 25% of LHH admissions are designated as homeless. Surprisingly, caring for these sometimes challenging patients. Although LHH documents are almost always accurate, they did say that most AMA discharges were homeless. But their presence within the larger population is not disclosed. Gillen mentioned in passing that 44% of unplanned discharges fled 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 identification of patients troubled by drug cravings, as well as more support groups, motivational counseling, and medication. 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 heroin and fentanyl users with AMA and AWOL discharges. Another 17% of runaways craved non-opioids like cocaine, methamphetamine. These drug habits cannot be treated with methadone or buprenorphine. Support groups, and anti-depressants can help. Even so, LHH Psychiatry surveys show that these interventions have a major impact on patient flight. Wisely, LHH recently abandoned its draconian policy of harassing smokers who defied no smoking rules, and causing some to leave. LHH recently restored a patient smoking area.

Intriguingly, LHH hasn't explained why it admits patients who "do not want to be here,"

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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 campus Department and busy LHH staff. Meanwhile, LHH becomes more guarded and restrictive. Finally, San Francisco lacks nursing home beds, shelters and housing. The Health Department Medical Respite 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 who 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

**L**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 sunshine amendment to reinforce it.

As District 5 Supervisor, Breed repeatedly defied the Sunshine Ordinance requests. When thwarted requesters filed complaints with the Sunshine Ordinance Task adjudicates alleged violations of the Ordinance, Breed ignored SOTF summons to attend intransigence came to a head in August 2017 when public advocate/gadfly Michael Pet President Breed for a list of addresses she had blocked from her Twitter account. No reminder emails. Still nothing. Unlike Breed, other Supervisors responded to the same r



**The SOTF determined that Breed had violated the Sunshine Ordinance public records and failing to attend its hearings. This April, frustrated voters 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 conversely some of those tweets entail City business. The case was timely because a March 2017 (San Jose v Superior Court) established that public business conducted on personal email subject to disclosure. (In May 2018, a US District Court ruled that President Trump violated blocking his critics from his Twitter account.)

# WESTSIDE OBSERVER

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In a May 1st letter to DA George Gascon, SOTF Chair Bruce Wolfe explained that Breed "has failed to comply with the Sunshine Ordinance and has failed to respond to public records requests and SOTF hearings." Wolfe noted Breed's non-compliance in 5 prior cases: #15029-2, #15038, #15060, #15066, and #17047. The rebuke stirred the *Mission Local* to describe Breed as one who "continually has no patience for public records requests or the task force that oversees them." On May 1st, the case was referred to the Ethics Commission where it awaits resolution.

Breed's aversion to public scrutiny of her public service isn't new. As *The Westside Observer* reported, Breed had refused to disclose her work calendars. When the Board of Supervisors voted to disclose the names of participants in its official meetings, Breed voiced the sole no vote. On September 1st that September she deployed her unique aversion to calendar disclosures as a litmus-test.

Thanks to a tip from Patrick Monette-Shaw, here are Breed's sunshine violations per the SOTF.

In complaint #15029-2 Michael Petrelis showed that his request for Breed's outgoing emails was ignored. 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 Wong attended the committee hearing, Breed was cited for dodging the full SOTF hearing and failing to respond to the request.

In complaint #15038 from March 2015, Ray Hartz requested Breed's records about appointments at the Public Library. No response. The SOTF unanimously cited Breed for failure to provide the records or appear or send a representative to its hearing. The matter was referred to the SOTF's Compliance & Amendments Committee. There, Breed's aides Connor Johnson and Iris Wong did show up. Offended by Hartz's request, had no responsive records, and had replied - to the Clerk of the Board - that they had received the requested records from other Supervisors. Nevertheless, Breed's aides were cited for not responding directly to Hartz - after 7 months.

In complaint #15060 from December 2015, Michael Petrelis requested Breed's work calendar for 2015. Astoundingly, he was told that Breed didn't keep calendars. In October 2016, he presented the matter to the SOTF's Compliance & Amendments Committee. Connor Johnson and Iris Wong did show up with Breed's calendars. They had to. By then, the Board of Supervisors had voted to disclose the calendars. Breed's opposition. The SOTF cited Breed for failing to timely respond to a public records request.

In complaint #17018 from March 2017, journalist Josh Wolf requested a list of persons blocked from his account. No response. Wolf's follow-up request 10 days later was also ignored. The SOTF cited Breed for blocking spammers and trolls, but had to disclose who she blocked. Further, Breed was cited for failing to respond 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 of persons blocked from her Twitter and Facebook accounts. No response. In contrast, other Supervisors responded to her request.

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purposes." But by showing up at the first SOTF hearing, they saved everyone's time, read only one week's emails.

Yet, Breed's sunshine aversion persists. This August, Petrelis requested Breed's calendar right before she was sworn in as Mayor. He received a same-day response - 41 grossly- them 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 respon behavior, and the ominous implications of Prop B, a sunshine eclipse may characterize

*Dr. Derek Kerr is a member of the Society of Professional Journalists and an investigative watchdogs@westsideobserver.com*

October 2018

## "Privacy First Policy" Threatens Sunsh



by Dr. Derek Kerr

**T**he "Privacy First Policy" (PFP), a Charter amendment proposed to safeguard private data from abuse by tech-based companies, is an 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 res Ordinance Task force, and Deputy City Attorney Paul Zarefsky, the PFP was initially co- 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 accur 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 Attorney defends City officials."**

One impetus for the upcoming Prop B is a scandal: the political data mining firm Camb personal information of millions of Facebook users to target ads for Donald Trump's pr

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 records, provided that any such amendment is not inconsistent with the purpose or intent of 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 – at its own intent. Trouble is, the City Attorney has dual loyalties, representing the public and the City. When the two clash, the City Attorney defends City officials. It’s not a hypothetical concern. Recall Matt Dorsey told the New York Times in 2011 that the Sunshine Ordinance Task Force (a jury that beats up on City departments...) “As the Westside Observer has repeatedly reported, the Ethics Commission to dismiss virtually all sunshine violation referrals. Plus, the City Attorney already – as the “Supervisor of Records” to adjudicate public appeals for withheld City records – is the SOTF.

Granting the City Attorney and Supervisors Charter powers to amend the Sunshine Ordinance happened before. In 2014, a cabal of Supervisors (Wiener, Chiu, Farrell, Tang and Yee) excluded qualified applicants who were deemed too independent. Instead, City Hall shills were in charge of amending the Sunshine Ordinance to tampering by the very City officials who contend with sunshine violation complaints. Unlike California’s Consumer Privacy Act, Prop B becomes a Trojan Horse that turns government laws into a bill that appears to protect consumer information. If it passes, it will lessen transparency – despite assurances to the contrary.

The current Sunshine Ordinance was voter-initiated and approved. As such, it can only be amended by the voters or the 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 is a disservice. Since 1999 the Board hasn’t touched the Ordinance, except to add something. In 2008 the Supervisors amended the requirement that audio and video recordings of City Hall meetings be digitally recorded, and available to the public in digital form. Under public pressure, they required themselves and other top officials to maintain work calendars as public records, and to make meeting agendas and minutes public records. These add-ons neither altered existing mandates, nor bypassed the SOTF – they merely permitted.

Stakeholders Beware: Almost privately, PFP was composed within the confines of City Hall. When companies were consulted, the bill received a perfunctory, unnoticed introduction at the Supervisors meeting. Then came two fleeting reviews before the Rules Committee in June. No public input, save for a single sunshine concern voiced by Peter Warfield from the Libra Foundation, was quickly adopted by the full Board on July 24th, with Supervisor Cohen joining as a co-sponsor. Peskin mentions his intent to work with “a broader set of stakeholders on trailing legislation.” The bill itself says nothing about stakeholders, apart from Supervisors and the City Administration.

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Granted, the PFP/Prop B is well-intended. We need protection from digital platforms and monetize our private data. Granted, its sponsors generally support open government they likely wanted to facilitate updates to the Sunshine Ordinance, some of which are s Alarminglly however, Prop B asks voters to give up power for politicians' good intentions: lurks the fox. Giving future politicians the leeway to amend the Sunshine Ordinance is to Hall could simply deem self-serving revisions as "not inconsistent" with the Sunshine O

Dr. Derek Kerr is a member of the Society of Professional Journalists and an investigative watchdogs@westsideobserver.com

Sept 2018

## No Takers Yet: Laguna Honda's Aid-In-Dy

by Dr. Derek Kerr & Dr. Maria Rivero

**A**s reported in the June 2017 *Westside Observer* (WSO), Laguna Honda Hospital (LHH) approved a medical aid-in-dying policy last May. Based on California's 2016 End of Life Options Act, it allows terminally ill patients with decision-making 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 accounted for just 144 deaths in participants, that's merely 0.4% of Oregon deaths. In California, data 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. Data prescriptions were issued and 374 (65%) of those patients died as a result, amounting to 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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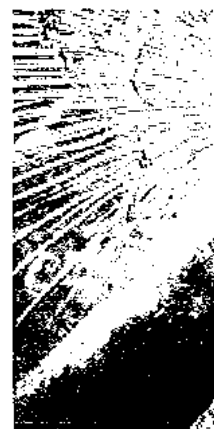
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This May, a legal challenge by the Life Legal Defense Foundation temporarily suspended. Despite pleas from Compassion & Choices, a group that supports assisted dying, a Riverside judge invalidated California's End of Life Options Act - on procedural rather than substantive grounds. In the Hestrin case, the judge ruled that the Act was wrongly passed in a special legislative session for Medi-Cal recipients. That maneuver was deemed unconstitutional as it skirted the rules of the Special sessions also bypass committee reviews and potential opposition. After 3 weeks, 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 support and absence of reported abuses, the Legislature could simply reenact the bill in general session next year.

Since the LHH's medical aid-in-dying program was enthusiastically introduced to the Hospital, since controversy abounds, the reasons for zero patient participation, the program's progress will be disclosed this year.

*Dr. Derek Kerr & Dr. Maria Rivero were a senior physician at Laguna Honda Hospital, they are now reporters. Contact: watchdogs@westsideobserver.com*

July 2018



## Westside Car Break-Ins Subsiding - I

by Dr. Derek Kerr

**U**ncorrected data from the Taraval Police Station's website ([www.Taraval.org](http://www.Taraval.org)) shows a significant reported auto burglaries. The average number of auto break-ins for 2018 now shows a big improvement from the 140/month average logged in 2017, and slightly better than 2016. Still, it means 4 local car break-ins each day. While the best protection is to remove valuables from the car, it's also important to have a good alarm system.

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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 understated update the data creates an illusion of improving crime trends by pairing current under numbers.

For example, car break-ins recorded in Taraval Station's monthly reports totaled 1,418 in logged into CompStat 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 showed instead of 140 break-ins/month, the retroactive average for 2017 was 149/month. Given 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 recent 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 of 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 their owners have strenuously opposed Metropolitan Transportation Agency (MTA) plan 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 Restaurant forewarning. Although the MTA had promised fliers, business owners say they weren't deters customers and eliminates loading zones for daily deliveries of essential supplies



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When business owners along Taraval Street arrived at work on Monday morning, they were surprised to find MTA had painted the curbs red along the entire block. Alioto addressed 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 have been killed by L-Taraval trains in the last 5 years. The agency blames motorists who failed to stop as they crossed. Just 72% of drivers complied with required stops. In April 2017, a 6-month pilot project was launched to improve compliance by deploying street markings, signs and flashing lights on trains. If the company would have continued these measures. But compliance stalled at 74%. So, 36 parking spaces were removed to install concrete boarding islands at train stops. Apparently, the 2200 block was the last straw.

**Alioto's message resonated; "Neighborhood serving businesses are suffering from economic losses. With behemoth competition like Amazon on one side and city agencies like MTA on the other, our small businesses are being squeezed out of San Francisco."**

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"I was at wits end," Dianna Anderson (left) of Avenues Pet Hospital said, "I had been appealing to Mayor Alioto criticizing MTA's tactics recently at a mayor's forum, and it gave me some hope that he would listen to our small businesses." Shown above is Ms. Anderson, Marcello the owner of Marcello's Restaurant and Sue Hoffman

of Avenues Pet Hospital. They were joined by other business owners who felt abandoned by their Supervisor, Katy Tang. That's why Diana Anderson, co-owner of Avenues Pet Hospital, 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 Reilley. Over the past 3 years, the agency "just steamrolled over any objections and refused to implement solutions we offered to address safety concerns." She's also skeptical of MTA's "disingenuous and methodology. She doubts that cutting parking will improve safety, citing the small number of riders on Taraval's 30,000 daily transit passengers - about one collision per 2.5 million riders. As she questioned why a 24 hour/day parking ban was imposed given the paucity of riders out during rush hours. Indeed, several nearly-vacant double buses rumbled by during the noon rally.

Mike O'Rourke, representing the Transportation Alliance of San Francisco, a grass-roots organization, characterized the MTA as an "autocratic fiefdom, insulated from the public." Albert Cho, a Parkside Sunset resident and owner of the Great Wall Hardware store joined past-president Alan Kohn at the insurance office, in decrying the many hours they wasted conveying community concerns to the MTA. They say their pleas for parking recuperation and mitigation of "highly impacts" on the neighborhood. Barry Hermanson, a 40-year Sunset resident and Green Party candidate for US Congress, said the original presentation to the community was a fully-formed plan. They didn't come to us with a blank slate.

Economic and service disruptions emerged. Gene, the 20-year owner of Gene's Deli, kept his doors open. Now, he's losing customers because nearby parking is scarce after 6 PM. Veterinarian Irena she's legally obligated to see emergency patients, while MTA prohibits emergency access to the street when guardians of large dogs have to scrounge for parking and haul their ailing pets seeking attention. Customers are complaining and some have canceled visits for lack of parking.

.....  
**Just because certain merchants are unhappy ... does not mean I have to change my mind. The SFMTA Board ultimately makes final decisions ... and the Board will act on my recommendations." (Supervisor Katy Tang responded)"**

These complaints are reminiscent of a prior revolt against the MTA, championed in the late 1990s by Supervisor Tony Hall. Backed by the Coalition for San Francisco Neighborhoods, a mot

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Greatwall Hardware Business owner, Albert Chow, President of People of Pa  
outlines the inflexible pattern of SFMTA's responsiveness to neighborhood  
the kind of public interaction I would expect from a Director wi  
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



.....  
**None of the folks at the rally believed that MTA's goals of transit ef**

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focus groups after MTA hearings devolved into shouting matches. While siding 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 Supervisor

**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 traveled corridors" and vowed to fire Ed Reiskin and audit MTA's billion dollar budget. That's why she was re-elected; "Neighborhood serving businesses are suffering devastating losses. With big tech like Amazon on one side and ever more-demanding City agencies like MTA on the other, our small businesses are being squeezed out of San Francisco."

To a Westside Observer query, Supervisor Tang replied that she wasn't invited to the rally. A 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 SFMTA to provide parking as possible along Taraval...creating more parking turnover by installing time-limited parking."



A small group of counter-protesters attempt to disrupt the crowd gathered to protest the MTA's proposed changes to the Taraval Boarding Island.

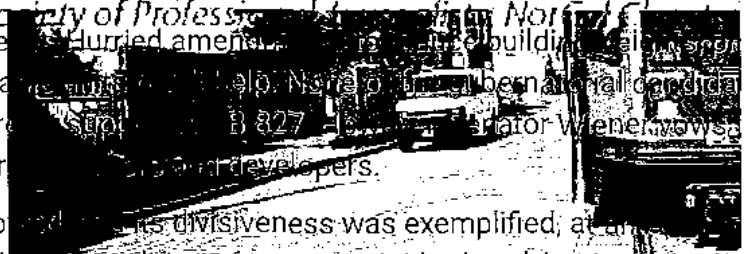
Photos: Derek Kerr

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and-trade unions largely rejected the bill. They argued that SB 827 would lead to increased displacements, and add affordable housing units. The bill would also allow for more mayoral candidates, London Breed, San Francisco Mayor, and Supervisor Wiener, who was backed by big technology firms and developers.



The bill's defeat was foreshadowed by its divisiveness was exemplified; at a public hearing. Gathered in opposition was a diverse coalition of tenant, neighborhood, business and community groups. by some 100 multi-ethnic and multi-generational protesters. Many were unrepresented by Asian. Their message was that SB 827 would wrest control of land use from the City and its residents. Their slogan; "Say goodbye to your neighborhood." They cheered speakers from Supervisors Jane Kim, Aaron Peskin and Sandra Fewer as well as former Mayor Art Agon. A comprehensive critique of SB 827 in the April Westside Observer, spoke for the Neighborhoods. But their messages were suppressed.

.....  
**Riling them up were YIMBY Action head Laura Clark, Bay Area Renters' Federation leader and wannabe District 6 Supervisor Sonja Trauss, and SF Housing Action Coalition director and Wiener acolyte, Todd David. Trauss even barged into the larger group shaking her placard... A Sheriff's deputy asked Trauss to leave that section of the rally. The YIMBY's disruption provoked angry verbal exchanges and soon a team of deputies came out to separate the clashing factions"**

Shouting them down were barely 20 young, white counter-protesters. These self-described their opponents as old, wealthy, self-serving, white NIMBYs. So they were taken aback by and out-represented by an unexpectedly diverse crowd, the YIMBYs stooped to drown out up were YIMBY Action head Laura Clark, Bay Area Renters' Federation leader and wannabe Trauss, and SF Housing Action Coalition director and Wiener acolyte, Todd David. Trauss group twice yelling and shaking her placard. An offended demonstrator slipped her own A Sheriff's deputy asked Trauss to leave that section of the rally. The YIMBY's disruption provoked 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 bullying. Eventually, the larger group began chanting "Shame! Shame!" and "racism" while pointing at the contingent. True to form, Laura Clark resorted to victimology, later claiming that her booth was "a trap" and were "gaslighted." The Examiner's Joe Fitzgerald-Rodriguez's provided a nuanced its fallout. Tim Redmond of 48 Hills provided additional background including the position coalition opposing SB 827.

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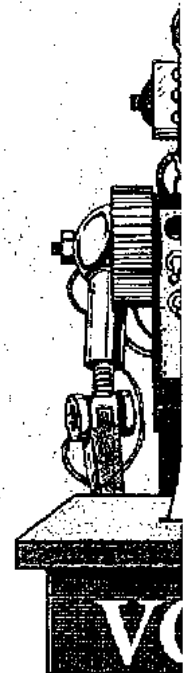
May 2018

## Who Owns Voting?

by Dr. Derek Kerr & Dr. Maria Rivero

**S**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 decertified 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 [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 th 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.](http://www.SFC</a></p></div>
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**...transparency is lacking since the computer codes operating the r**

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accessible computer codes licensed by the Open Source Initiative. Unlike proprietary code, open source code is free for anyone to inspect, copy and improve. Because many eyes scrutinize the software, it is less likely to be corrupted or corrupted unnoticed. Though publicly visible on platforms like GitHub, the code is still of

Most super-computers use open source codes, as does the US Department of Defense. CIA Director R. James Woolsey opined in the New York Times; "To Protect Voting, Use Open Source Code" federal policy requires that 20% of all new software be open source to facilitate inter-agency peer review. Personal computers also use open source software via the Firefox and Chrome and Android operating systems. Open source systems are transparent, secure, flexible and free of proprietary barriers and fees.

**Plodding Progress:** In 2011, the Board of Supervisors' Voting Systems Task Force recommended an open source voting system. In 2014, the Board unanimously supported such a system, along with a Voting System Agency Formation Commission. Based on this study, the Elections Commission passed an Open Source Voting Systems Resolution in 2015, requesting funding to "develop and certify an open source voting system." That means voters would still get paper ballots, and touch-screen votes generate a vote that is recounted by hand.

The plan is to advance incrementally, developing and certifying individual components of the system; the development would rely upon consultants overseen by the DoE. Meanwhile, ground rules for the Election Commission's Open Source Voting System Technical Advisory Committee.

Chaired by Commissioner Chris Jerdonek, PhD, its meetings are open. OSVTAC members are responsible for contracting for the new voting system. Cost savings are anticipated from using commercial off-the-shelf terminals and optical scanners instead of proprietary hardware. Buying replacement parts will no longer be obligated to a single vendor, the DoE could hire any contractor to maintain and update the system. The 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 Information Technology. San Francisco's 5-Year Information & Communication Technology Plan touts an Open Source goal, Universal Broadband is a competing objective. Until a publicly-owned voting system is built, the DoE will spend \$2 million/year on an interim proprietary system that accommodates open source code.

However, the 2016-18 City Budget did provide \$300,000 to develop "a new voting system software." The DoE allocated \$100,000 for a salaried Project Director. But no satisfactory candidate was found. Project Director John Arntz assumed the role. In September 2017, the DoE engaged Slalom Consulting to "prepare a business case" for an open source voting system.

**Risks and Challenges:** Slalom's February 2018 draft report emphasizes the complexity involved in building an open source system. One challenge is that building the entire voting systems – not individual components. Building it bit by bit or adjusting the

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through. Ominously, contractors shunned the Texas project because open source systems mentioned in the Slalom draft is the expected resistance from corporate vendors. Slalom 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 Flores voting as "the ultimate in transparency and accountability." Last year, the Assembly approved to California's voting machines via a 2018 Voting Modernization Bond Act. But that measure. However, Governor Brown has proposed spending \$134 million from the budget surplus. Elections Commissioner Chris Jerdonek seeks public input and support by speaking to be reached at [chris.jerdonek@gmail.com](mailto:chris.jerdonek@gmail.com).

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wrongdoings by the Department of Public Health. Contact: [watchdogs@westsideobserver.com](mailto:watchdogs@westsideobserver.com)

April 2018



by Dr Derek Kerr

## Parkmerced: Class Action Lawsuit Settlement, Small Change

**O**n December 13, 2017, the City's Superior Court approved a settlement of Stewart v. Parkmerced Investors Properties. Notably, "The Settled Parties are barred from initiating any publicity of the Settlement...and without any media..." Accordingly, this report was derived from court records.

In May 2014, Danilo Stewart and his girlfriend moved to Parkmerced. They settled into a building at 405 Serrano Drive. The rent was \$2,391/month. Soon, Stewart developed neurological 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 on a hill. 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 "harmful causing contaminants." Parkmerced responded by performing its own air quality testing. When done, Stewart claimed his symptoms persisted, leading to "severe mental and emotional distress." He deemed his apartment "not habitable" and moved out.

# WESTSIDE OBSERVER

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\$75 late fee. On July 3rd 2014, Stewart paid \$2,550 for rent, garbage and utilities, but in 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 ren increased the monthly rent due, merely assessed a late fee when rent wasn't timely pai 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 alle since the lease verbiage related the late fee to a rent increase and Stewart's ill-health c

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" fr 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, enviro 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**

# WESTSIDE OBSERVER

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Society of Professional Journalists - New York Chapter

"Marijuana Act", ended 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 regulations were issued. On 1 Consumption Ordinance installed the Office of Cannabis with regulations and equity po providers.

In December 2017 the City's Department of Public Health (DPH) reported 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, your 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 marijuai the national average, partly because of low use rates among Asian students. For exampl 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 cannab middle and high school curricula.

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Owners of 2505 Noriega have filed in court after the Supervisors upheld an appeal by n  
granted by the Planning Department.

young people. Back in 1991, nearly 80% of San Francisco voters approved Proposition I  
- 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 u:  
advertising by licensed marijuana businesses, there's a loophole. 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 Gi  
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 attribut  
higher 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  
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

Source: [San Francisco Department of Public Health \(DPH\) report on cannabis-related hospitalizations and ER visits](#). Of

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counseling services in 2015. There's no mention of the 5-fold boost in 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 research has not yet proven that increases crash risk. Nevertheless, marijuana can impair critical driving skills. While tra marijuana became legal, recreational marijuana-linked crashes and fatalities have risen Washington.

Also missing is a Kaiser Permanente study of 35,000 pregnant women. In 2016, 6.6% te rising to 19% among those between 18 and 24 years old. Fetal development may be aff study 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 durin history of addiction or mental illness. And because marijuana harbors bacteria and fun immune systems are advised against smoking it. Recreational purveyors won't be so ca public 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 op 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 marijuat sparse, most community complaints mention malodorous marijuana smoke. The risk c 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 st organizations 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 community 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.

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital wh

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**T**he Posse Comitatus Act generally bars the use 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 Peter Kraska, the ACLU in War Comes Home, and journalist Radley Balko's Rise of the Warrior Cop. Back in 1998, the Bay Guardian covered an SFPD drug raid in War on 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 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 Defense 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 Program" deliveries to local law enforcement for counter-terrorism as well as counter-narcotics purposes. 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 Defense Logistics Agency 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 security. And, given the rarity of terrorism and disasters, DHS offerings trickled into everyday police. The deployment of war equipment to quell civil uprisings raised constitutional concerns, protests and riots in Ferguson, Missouri. Transparency and accountability concerns are

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So far, the SFPD has been judicious in procuring castoff military. Unlike other Bay Area hasn't sought combat equipment. DOD records show that between April 2008 and May surplus items valued at \$447,535. This represents the "acquisition cost" to the DOD rat surplus equipment, 36% of which is unused. The SFPD gets the gear for free, but pays costs. The big-ticket items were mobile remote-controlled robots, namely an MK3MODI Packbot 510s valued at \$77,000 each. These machines can probe hazardous sites and remaining items were vision-enhancing devices like thermal and reflex sights, night vision illuminators for surveillance and reconnaissance.

So the SFPD upgraded its arsenal with cost savings. Of course, with a budget of \$583 million weaponry from private vendors. Or, it can accept gear transferred from other 1033 Program. San 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. Received at least 1,850 items valued at over \$10.9 million since 1996. Major acquisitions include 1 "Reconnaissance Camera Systems" valued at \$6.7 million, 2 "Reconnaissance Camera Systems" valued at \$167,000 and 3 "Reconnaissance Camera Systems" valued at \$195,000. Much of the equipment is quotidian; computers, cameras, flashlights, rescue equipment, coffee maker and "exercise bicycles". The military-grade equipment falls into 3 categories: Disposal like robots, Hazardous Material Disposal including gas detectors, electric blow machines, and Reconnaissance gear including night-vision goggles, gun sights, rifle sights 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 "1033 Program" revealed just 2 entries; 3 mobile decontamination trailers requested in 2002 and reports indicated that 2 helicopters were acquired in 1998. None of the military items is reported in Police Commission meeting minutes. Neither are goods transferred from other 1033 Program. An obscure is the impact on SFPD practices of \$28.8 million in grants received from 2003 to 2015 (approximately \$2.4 million annually) from the Department of Homeland Security. Although these grants do provide military-style equipment and training. Military paradigms legitimize violence and militarization. The SFPD's use of force showed "significant deficiencies" per the Justice Department's Initiative". Its lack of transparency was the theme of the 2015 Civil Grand Jury report "In

Transparency. Now that weapons of war are again readily obtainable – without Pentagon reporting requirements – transparency about its acquisitions is indicated. The frequency and purpose of SWAT team operations is not publicly reported. And, the Police Commission should re-examine the impact of federal grants on community engagement. The threatened cuts of law enforcement grants to sanctuary cities, lining; shifting resources away from militarization and toward community policing and

*Dr. Maria Rivera and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital, which*

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By Maria Rivero

The Ethics Commission "recklessly" 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 misconduct" warned a 5/2/17 complaint to the Sunshine Ordinance Task Force (SOTF), the District Attorney appointed said Commissioners. It came from "outraged" pro-housing activists Laura Clark (Back Yard) Action, Sonja Trauss, founder of SFBARF (Bay Area Renters Federation) and an oblique strike in a war against perceived barriers to housing development. Recall the group in trying to take over the Sierra Club. This time, their anger was displaced onto a revitalization effort that tackles corruption.



.....  
**Johnson acknowledged a conflict. She resolved it by contortion, voiding policy decisions at SPUR while continuing to vote on housing policy as a Commissioner. Although she had told Mayor Lee she wanted to resign, she stayed at SPUR."**

At the March 27 Ethics meeting, clean-government advocates with "Friends of Ethics" notified Quentin Kopp of a potential conflict of interest. It involved Planning Commissioner Christy Johnson (who has been dubbed Director of SPUR's San Francisco chapter following a term on SPUR's Board of Directors (Bay Area Planning and Urban Research Association) is a member-funded "non-partisan" think tank for urban advocacy. Its income for 2016-17 was \$7.1 million, of which 34% came from some 6,000 contributors, developers, realtors, as well as trade unions and public institutions. Another 34% was mostly private. Noted for past "urban renewal" fiascos, SPUR promotes development through various means, including contributions, among others. Kopp included Johnson's alleged conflict among 10 suggestions for the Ethics' work on an Anti-Corruption Ordinance - and future meeting agendas.

But the Johnson matter didn't get on the April 11 agenda. Friends of Ethics co-founder Larry Bush warned that the Ethics Commission would review 2 competing inclusionary zoning proposals.

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Commission President Peter Keane

... of Professional Journalism, which she accepted was Johnson SPUR's salaried advocate and fu reversed her vote to tighten Airbnb regulations Mayor's Office.

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.



Co

What ensued was a one-hour open discussion punctuated by DCA Shen's defensive refusal to disclose a potential conflict. Larry Bush shared e-mails showing that the Mayor's staff had called Johnson 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 she had "attorney-client privilege." He wouldn't reveal if his advice was written or verbal. He never mentioned points of law related to conflicts of interest. Not once did he mention that the Brown Act allows for action on non-agendized matters. Awkwardly, Shen was caught in his own conflict of interests - his personal views differing from the Commission's. Worse, Ethics was rejecting the "no-conflict" pass he had granted to Johnson. In the discussion, and suggested that one Commissioner send a personal letter to Johnson. In his comments, Ethics voted 4-0 to send a letter advising Planning Commissioner Johnson that she was "incompatible" and to recuse herself from acting on "housing or other development projects."

**Ethics made a good-faith effort to fulfill its duty and met the immediate requirements allowed by the Brown Act. YIMBYs desiring fairness can report to Ethics about conflicts enveloping other Planning Commissioners. And Ethics should advise a conflict-bound City attorney with independent counsel."**

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crimial prosecution - as did the YIMBY complaint against the Ethics Commissioners.

Johnson acknowledged a conflict. She resolved it by contortion, vowing to avoid housing while continuing to vote on housing policy matters as a Planning Commissioner. Although she wanted to resign once hired by SPUR, Lee asked her to stay until he appointed another one another 7 months. She walked out during public comments that overwhelmingly favored her. However, she did support one amendment that favored low-income residents. Tensions between Jane Kim arrived to announce that the dueling proposals would be melded into a "consensus" YIMBY grievance against Ethics proceeded.

On 9/6/17, before the full Sunshine Task Force, Ms. Clark and a handful of YIMBY supporters Commissioners Keane and Kopp and their allies. Intriguingly, the YIMBYs' fervor for sunshine long-committed sunshine advocates like Bruce Brugmann, Rick Knee and Bob Plantholm Commission. The all-white YIMBYs injected victimology and identity politics into their narrative discriminatory to challenge Johnson because other Planning Commissioners harbor grudges lamented that "I had my character thrown under the bus." Previously, she had argued it was Johnson through the mud." She labeled Ethics "a rogue agency...filled with politically-motivated the hammer on whoever they deem a political opponent." Housing Action Coalition CEO criticized about old white men not liking Christine Johnson." Dismissing conflict of interest concerns 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 that she had received tips about Johnson's conflict weeks before and she had previously voted on almost worked. A motion to find that Ethics had violated the Sunshine Ordinance died at the 6-vote threshold needed to pass. Commissioner Johnson wasn't there to back her side Shen.

In sum, Ethics made a good-faith effort to fulfill its duty and met the immediacy exemption. YIMBYs desiring fairness can report to Ethics the alleged conflicts enveloping other Planning Commissioners. 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 who were wrongdoers. Both are local San Francisco residents. [Contact Derek](#)*

October 2017



## Safe Injection Sites: Neither Drug Dens nor Recovery

by Dr. Derek Kerr and Dr. Maria Rivero

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City's HIV cases and 70% can be prevented by the 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 amid fentanyl-spiked overdoses despite the fierce policing and mass incarceration 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 Task Force to assess setting up sites where people can legally inject their own 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, Mayor injection site at a homeless Navigation Center, declaring his "vigorous disagreement over heroin and meth, to literally destroy their bodies and their minds, in a City-funded shelter. 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 Supervised Injecting Centre set up in Sydney Australia in 2001, and the Insite program is 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 safety, likely reduce overdose deaths and infections as well as public injecting and litter. They provide treatment, social and health services without increasing local drug use, trafficking or crime. Supreme Court of Canada blocked government efforts to shut down Insite in 2011. Despite 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; distribute syringes annually, providing methadone or buprenorphine treatment for heroin addiction.

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Critics who analyzed the data from the Sydney and Vancouver SISs challenged their claim that just 31% of Vancouver public injectors said they would use SISs because registration is required, injections nor drug sharing are allowed. Acceptability dropped to 20% with police presence. In Sydney, SISs, do so for less than 20% of their injections on average. Canada's Expert Advisory Committee's thousands of visits represented barely 5% of overall community injections. Such limited potential and sometimes elusive benefits. The Sydney SIS could not demonstrate reduced overdoses, infections, hepatitis or HIV. Although Vancouver's Insite reported improvements in all, the Task Force saw no direct evidence. While neither program reported overdose deaths in-house, their clients reported those reported in the community. Apparently, some SIS clients feel emboldened to experiment with drug cocktails while safely supervised.

SIS referrals to drug treatment programs are widely touted, but only 14% of Sydney clients who were referred to treatment programs did not attend until recently, with added funding and follow-up. In Vancouver, just 14% of drug users surveyed wanted drug treatment. In San Francisco, merely 14% of drug users surveyed wanted drug treatment. Denial of disability is a symptom of addiction, but some taxpayers do not want to pay for drug treatment. However, both the Vancouver and Sydney programs reported complaints from businesses and residents complained about loitering and drug dealing. While no increase in overdoses was detected, cops had boosted patrols around both SISs – a hidden cost.

SIS critics complain that "partisan sympathizers" cherry-pick data to highlight successes. The diversity of DPH's Task Force was revealed when its members were ruffled into admitting the need for SISs. On 8/10/17 the Task Force proffered 6 City SISs rather than a pilot program. Other critics call for "equity" whereby every City District would do its fair share. Unaddressed are drug users' barriers to treatment, acceptability barriers and the allure of the street scene. Ideological opponents fear that SISs will encourage drug use behaviors. They call for more robust treatment programs as well as pre-arrest diversion or mandatory treatment.

The SIS movement is stymied by federal and state Controlled Substance Laws that prohibit possession of drugs and paraphernalia. Even building owners and operators may be held liable. This November Sessions directed federal prosecutors to seek "the most serious, readily provable" penalties. A legislative work-around is California Assembly Bill 186 for a "Safe Drug Consumption Program." It would create approved injection sites. The Bill passed the Assembly 41 to 33 and awaits a Senate vote. The Police Chiefs Association, District Attorneys Association, Sheriffs' Association and Narcs oppose it. They worry about conflicts with federal laws, congregating drug-related criminality, and "hot spots" that don't require treatment. Nonetheless, SISs offer hope amidst an Opioid Crisis and drug 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 the problem overall. Since modest results fit the Harm Reduction paradigm, the Task Force will support SISs.

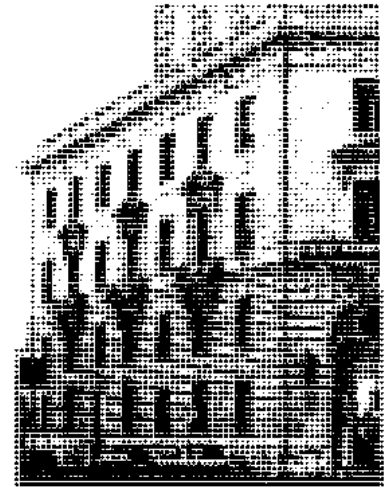
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Society of Professional Journalists, NorCal Chapter  
September 2017

## FBI Probe Plunged DPH into Turmoil, by Dr. Derek Kerr & Dr. Maria Rivero

The March 2017 *Westside Observer* reported on the FBI probe of a pay-to-work scheme at the Department of Public Health (DPH). Payments had allegedly been solicited in exchange for job questions, promotions and shift assignments. Since then, new sources and deeper investigation dug longer and deeper than initially reported, mirroring the DPH in recrimination.

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, and other facility services. Several of his subordinates had complained about his "harassment" and reduced responsibilities. Crawford, a 35-year DPH employee who is African American, said his employees had issued "false allegations" resulting in a "hostile work environment" that he had to leave. His 2011 complaint to the DPH Equal Employment Opportunity office was rebuffed. So, he filed a complaint with the California Department of Fair Employment and Housing (DFEH), adding retaliation to his list of grievances.



.....  
**Adding to the impression that dirt was being hidden was a series of thefts from DPH executive offices at 101 Grove Street. The DPH was activating or installing security cameras. Key documents, including personnel files, vanished."**

To calm tensions, Crawford was assigned new supervisors. One was Ron Weigelt, hired as the Chief of Resources in May 2013. Crawford says his mistreatment continued - including the

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for threatening behavior. *Society of Professional Journalists, NorCal Chapter*

**Investigative Zeal:** Remarkably, the Whistleblower Program and the City Attorney pounce on witnesses from August to December 2015. Crawford's deputy and "right hand woman", and sought reassignment. In October 2015, Crawford was placed on Administrative Leave. His replacement, a Payroll manager with no janitorial experience, was David Palma. Palma named Amanda He as his deputy. That move was reportedly opposed by DPH Director Barbara Weigelt, staff who longed for change. But Weigelt, who protected informants, supported it and purged half a dozen employees and supervisors, including witnesses to ongoing intrigues and outcries over retaliation and discrimination.

The City's investigation stated that Crawford had "accepted money from a subordinate" and "threatened bodily harm". Labeled an "administrative retaliation ploy" by Crawford, it was announced on 12/18/15. Crawford had been taken aback by a grilling on his personal finances and even his Chinese-American wife's business. Moreover, he had been ordered to undergo a psychiatric evaluation, with an attorney present, and to attend a disciplinary hearing while on Medical Leave – a breach of contract. The City Attorney was investigating Crawford - while defending the DPH against Crawford's attorney. Crawford's attorney protested "a biased investigation designed to terminate him" and successfully removed the City Attorney from the case. That's why Louise Renne's Public Law Group began defending Crawford, thereby collecting \$187,158.

**FBI Behind the Scene:** The City's investigation wasn't autonomous. By November 2015, FBI agents interviewed janitors it wanted to interview. FBI agents also interviewed DPH Human Resources Director Micki Callahan. The DPH scrambled to review complaints janitors had filed since Weigelt crafted a memo encouraging janitors to cooperate with the FBI and promising information. This memo sparked contention between Weigelt and cagier City Attorneys and off managers suspected in the pay-to-work scheme. The FBI asked to search Crawford's office and 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 agents complained of a lack of cooperation.

Instead of an FBI search, the DPH's Weigelt directed a search of Crawford's office and City Attorney's investigation reportedly bypassed the As Needed janitors who were more likely to be under pressures. Adding to the impression that dirt was being hidden, was a series of break-ins at DPH executive offices at 101 Grove Street. The DPH reportedly stalled on activating or recovering documents, including promissory notes allegedly showing that janitors had signed over their rights, which vanished. Months of Crawford's emails also disappeared.

Concurrent investigations by the FBI, the Whistleblower Program, the City Attorney, and control paranoia and intrigue. Coworkers suspected each other of being FBI informants.

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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.com](mailto:watchdogs@westsideobserver.com)

## Laguna Honda to Offer Medical Aid-I

by Dr. Derek Kerr & Dr. Maria Rivero

**O**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 Medical 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 co  
The physician assesses the patient's eligibility and offers alternate Care, palliative sedation, ending life-prolonging treatment, or volu 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 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-in 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 f can do so on their behalf. They must understand and communicate the nature and con



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Concerns about a patient's mental state or judgment require evaluation and clearance by a Psychologist. The review takes 3 weeks at minimum, and likely twice as long. In Oregon a decision can be rescinded at any time.

Days after the written attestation, a prescription is made out for 10 grams (100 capsules) along with pills to prevent vomiting. The medications are provided 48 hours before the patient must self-administer the drugs and is reminded that it's OK not to take them. To mask the taste, the pills are emptied into half a cup of juice or apple sauce then swallowed within 2 minutes. In Oregon, patients are out after 5 minutes but a few stayed awake for an hour. Most died within an hour, though some lived for days. The cocktail can be modified to speed up the effect. A physician fills out the death certificate, listing the underlying terminal illness as the cause of death. By law, MAID is not suicide and does not require a psychiatric evaluation.

All MAID prescriptions and related deaths are reviewed by the State Department of Justice and the Department of Health (CDPH), respectively. Annually, the CDPH will publicly report the number of prescriptions and related deaths, keeping patient identities confidential.

MAID is controversial and emotive. Catholic doctrine opposes it, as does the Hippocratic Oath. The American Medical Association though the California Medical Association takes a "neutral" stance. Many people believe that MAID reflects a fear of disability, thereby devaluing the lives of disabled people. The quality of life may be due to poor quality of care. Traditionally, Hospice care neither prescribes nor performs MAID. Accordingly, the Act allows health care providers and hospitals to opt out. Catholic hospitals and St. Francis prohibit MAID. So does the VA hospital system. The Vitas Hospice chain does not prescribe MAID.

Commendably, LHH conducted a staff survey before introducing its MAID policy. Only 5% of physicians agreed to participate. Support seems spotty among nurses, most of whom did not disclose how many staff refused to participate. Or how many declined to be surveyed. LHH acknowledged "challenges that needed to be addressed for conscientious objection." 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 available. Staff are afforded a private room on the Palliative Care Service which is accustomed to caring for LHH patients, who are largely poor and non-white, were not surveyed. Neither were DPH aware of the demand for MAID. A UC Berkeley poll showed that 76% of California voters support MAID, including African-Americans. No one has polled terminally ill patients. Offering MAID without public input will be a challenge.

Apart from those who request MAID, who benefits? The DPH Flow Project rushes non-palliative care to relieve crowding and cut costs. In October 2012, DPH Director Barbara Garcia listed MAID as a priority. In a May 2014 "Patient Flow" presentation, LHH reaffirmed its commitment to "improving patient flow."

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Society of Professional Journalists, New York Chapter

where they repeatedly exposed wrongdoing by the Dept  
Contact: [DerekOnVanNess@aol.com](mailto:DerekOnVanNess@aol.com)



June 2017



## A Public Bank for San Francisco

by Dr. Derek Kerr and Dr. Maria Rivero

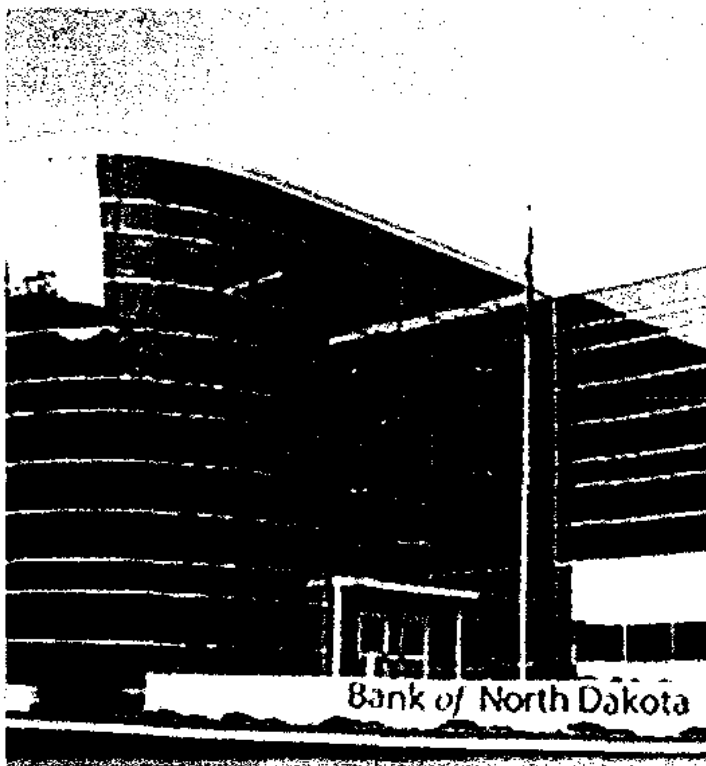


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organization that protected the social and economic position of the farmer. *Society of Professional Journalists, NatCal Chapter*

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 ownership 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.



**W**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 far much more than they lend. Since loans are marked as deposits, they can all 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, cities obtain private credit via municipal bonds or public-private deals that rework the costs of public projects. Private banks monopolize a wealth-transfer mechanism through shareholders at taxpayer expense.

The deregulation enabled and funded driven banking crash of 2008, the \$700 billion out

# WESTSIDE OBSERVER

James Madison Freedom of Information Award (LIBERTY), the world's premier Society of Professionals Journalists, and the American Society of Professional Journalists. These and a host of other violations yielded billions in pilfered profits despite settlements.

.....  
**Supervisor Sandra Lee Fewer directed the Budget Analyst to re-assess city-owned bank. Treasurer Cisneros will also have an opportunity. With the ongoing risks and predations of private banks, threats of cities, and revenue losses from denying bank services to the cannabis banking option is needed."**

One antidote for these abuses is to establish public banks. Their purpose is public interest public 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 infrastructure projects, and provides low-interest loans for student services. BND partners with local banks that lend to homeowners and small businesses: pumped some \$300 million back into State coffers – one reason North Dakota was unscathed in financial crisis. In 2015, the BND's Infrastructure Loan Fund offered 30-year loans - at 2 banks are publicly-owned. Among US cities considering public banks are Oakland, San Francisco already has a template for public banking. In 2009, then-Supervisor John Sociologist Karl Beitel, who went on to publish a monograph; "Municipal Banking: An Open public bank could recapture \$68 million annually by purchasing the City's short-term bonds, foreclosures and housing costs that displaced City residents, as well as the Occupy Wall Street movements, in 2011 Avalos asked the City's Budget and Legislative Analyst to research Rose's September 2011 report identified a major barrier: State law. Government Code section 54800 shall not, in any manner, give or loan its credit to or in aid of any person or corporation." Attorney opinion concluded that as a charter city, San Francisco could establish its own public banks (AB750 in 2011 and AB2500 in 2012) were vetoed or buried after the Bankers Association, and the State Treasurer.

City Treasurer Jose Cisneros was guarded while testifying before the City Operations and Finance Committee on 10/24/11. He admitted that the City deposited its funds with Bank of America at a cost of \$2.7 million/year. He emphasized his legal obligation to prioritize second order, for City investments. There was no assessment of the security of City funds placed in banks that co-mingles its \$1 trillion in deposits with \$70 trillion in derivatives. When such banks fail

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for the tech sector...inevitably leads to rising commercial and housing costs.

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 banks, Cisneros uses public bank-like tools to boost community financing. In 2008 he advanced Bank On SF program that partners with credit unions and "responsible banks" to provide 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 philanthropic savings accounts for over 18,000 kids. This March, he was pushed by the Board of Supervisors 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, skepticism about public banking - and its proponents. Inquiries from Avalos and associates were cautious. Legal Section. Correspondence between City and regional treasury officials expressed

1. Conflicts of Interest: Can bank governance be insulated from politics? Will political loans, or how bad debts are collected?
2. Complexity & Cost: Can the City provide the necessary expertise and start-up capital?
3. Risk-Management: Would prioritizing economic development loosen loan standards and risk?

The Public Banking Institute has answers to these questions. And on 4/11/17 Supervisor... 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 to cities, and revenue losses from denying bank services to the cannabis industry, a public



Dr. Derek Kerr and Dr. Maria Rivero and were senior phys...

## Severely Costly Conspiracies of Ex...

watchdogs@westsideobserver.com

...this whistleblower retaliation trial rendered a \$2 million judgment. Her Chief Trial Deputy, Joanne Hooper, claimed she was fired for exposing involving the City Attorney's Claims Bureau. Herrera maintained he had long-planned to After 3 weeks of testimony, a Superior Court jury unanimously spurned Herrera's oath to nothing to do with my decision to replace her."

May 2017

Prompted by an FBI tip about fraudulent claims, Hooper found that plumbing contractors 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 attention

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*Society of Professional Journalists, NorCal Chapter*

... Hoyer 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 Hoyer 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 bran 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 paydi 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 thro However, the Claims Bureau paid

for some street sewer jobs. These irregularities were tolerated as "a conspiracy of expedite repairs. Hoyer saw false claims and suspected corruption.



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Herrera supported Hoyer's investigation - until her findings triggered blow-back. Matt connected Herrera ally who heads the Claims Bureau, was rattled. He told Hoyer; "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 Hoyer's investigation. Rothschild and his staff, without notifying Hoyer's investigative team of her back-channel, fended off Harrington's accusations, declaring; "Everybody has a hand in this...no need". 2012, Nuru and Harrington barred the "pre-approval" of claims by the Claims Bureau. Troubled by Hoyer's ongoing search for "something nefarious," Stewart demanded a "blow by blow summary" of Hoyer's findings. Instead, Hoyer delivered a 27-page draft recommending a "top to bottom" audit of the Claims Bureau. One week later, Herrera to the DA's Office for 18 months, then be released with full retirement benefits. It was a landing, removing a threat rather than demoting an under-performer. Plus, Herrera's time Rothschild, a target of the sewer investigation, knew of Hoyer's sacking a week before Herrera would reconsider, Hoyer 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 Hoyer 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 notes

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termination, arguing that she wasn't too emotionally devastated to take vacations or outlets. He exhorted; "Press contact is not distress, it's a sign of wanting to win." As if t attention. Keke 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 Heri 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 Hoyer. They wobbled like pretexts under cross-examination by Fickes, and were refuted by several witnesses. Something more than Hoyer'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 Hoyer, 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 Hoyer and around \$2.5 million for her attorneys.



*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians a they repeatedly exposed wrongdoing by the Department of I watchdogs@westsideobserver.com.*

## FBI Probe of DPH Bribery Schemes

*by Drs. Derek Kerr and Maria Rivero*

**R**ecall when the FBI exposed "pay to play" schemes involving State Senator Lela Commissioner Nazly Mohajer and staffer Zula Jones, as well as political consti 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."**

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Ron Weigelt, DPH Human Resources Director

in exchange for jobs, promotions, or assignments." It came from DPH's Human Resources Director, who spoke in both Chinese and English, it explained, "if you give truthful information to the FBI about us, we will use that information to seek discipline against you." Immigrant porters are more vulnerable to their limited English proficiency and knowledge of laws. Some complained about bribery and a pro quo culture, according to DPH sources. But the mostly Chinese-speaking porters were promised immunity from reprisals. None were willing to testify and the FBI probe collapsed.

Janitors maintain safe, clean, functional environments for every City department. Those called porters. Those working in non-clinical departments are called custodians. Paying for these entry-level jobs attract immigrants and minorities with basic manual and language skills. "Pathways to Entry Level Positions" training to help candidates with applications, exams, and interviews. Last year, 959 janitors worked for the City. Meanwhile, there were 812 applicants for a single position. There's plenty of competition.

Applicants must have 6 months experience in commercial janitorial work, or complete a training program. To get hired, they must pass a 2 hour test with 75 multiple-choice questions. The goal is to get a permanent Civil Service position with benefits, rather than being hired provisionally or on a temporary basis. Competition for job locations, shifts, and promotions. Each of these decision points can be subject to kickbacks and extortion. Current and former City employees - who requested anonymity - say that pay to work schemes exist in many departments but mostly the DPH - the City's largest department. Allegedly, sums up to \$5,000 or expensive gifts can yield access to exam questions, job locations, or promotions.

For some, these are good deals. Others, who earn their jobs and assignments, resent them when less-qualified workers can buy a job. Pervasive corruption can be subtle when bribery is not demanded. Some who refused to pay a bribe were reportedly bullied or given

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and according to Callahan; "their assessment was that these were historical claims, the

At the October 3 Commission meeting, Callahan whittled the narrative down to "one all 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 Management 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 relatec extortion developed since the issue arose in 2016. On 1/27/17 there were "no responsi agencies 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 who 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 an accidental death of a patient. It was 85 year old Eugene Jeandeville. "Gene" had lived a

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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 penalties the hospital has taken – before the CDPH issued its Press Release on media about Class AA citations, the most severe, whose fines range from \$25,000 to \$50,000. LHH's own revelation occurred at its public Joint Conference Committee meeting – a forum where LHH often lapses, spin controversies and celebrate trivia. It took 2 years, partly due to a backlog in the 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 hospitals and are dreaded and difficult. Doing so shows professional integrity and respect for the community. At the same meeting, LHH quietly reversed a bizarre feature of its Admissions Policy. A former Medical Director has been restored as "the ultimate authority over admissions." Sane as it may seem, it could be uneasy for recently-appointed Medical Director Dr. Michael McShane.

.....  
**During the notorious Flow Project of 2004, a reckless political decision was made regarding patient admissions. Former LHH Medical Director Dr. Terrence...**

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diagnosis nurse turned administrator of a hospital, who has succeeded in retaining that hospital despite potential harms and liabilities involved, that Admissions Policy degraded professional hospital that aspires to be more than a Nursing Home.

Perhaps these steps toward honesty and sanity were spurred by external pressures from the public. Nevertheless, they are encouraging signs for the New Year.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who exposed wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver.com*

**February 2017**

## City Hall Watchdogs **Show-Down on Cronyism and Conflicts**

**By Dr. Maria Rivero and Dr. Derek Kerr**

**T**he Civil Service Commission (CSC) convened on 9/19/16 to respond to charges of "cronyism" in City hiring and promotion. These complaints, mostly from Human Resources and 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 valid and outside the Commission's purview, and 17 showed no violation of existing rules. Non-violations include the "broad discretion" granted to appointing officers since "Civil Service Reform" in 2003. Chair Gina Rockanova identified an "unfair hiring process" as "the elephant in the room," and asserted that "managers do whatever they want" including secret promotions, stacking the deck, and black-listing dissidents. While all City jobs require minimum qualifications, indignation was expressed that "not given a fair opportunity to compete" because non-merit factors like relationships and nepotism influenced appointments.



**appearances matter. Perceived high-profile entanglements fuel claims that nepotism erode the sense of organizational integrity that keeps employees loyal.**

Representatives from the most-blamed departments were summoned to the Commission. Director Ron Weigelt indirectly acknowledged a diversity "breakdown" within Laguna Honda Hospital which is disproportionately Filipino. However, he didn't explain why it happened or if anything was done from it. He vowed to extend outreach and recruitment efforts to under-represented communities. **hiring managers and interviewers have been required to study "implicit bias" and sign a**

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The Commission announced a forthcoming Relationship Policy to deal with romantic relationships between job applicants, employees and appointing officers. Currently, employees are prohibited from hiring of family members or supervising them directly. However, both the DPH and HSA have shown favoritism and conflicts of interest involving contractors as well as employees. The problem is partly due to controversy swirling around Antonio (Tony) Lugo, HSA's Welfare to Work Program 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, according to the Governmental Conduct Code; "...shall disclose income (including gifts) from any stock investments, and all business positions..." In his capacity as a Program Manager within HSA, Lugo has "no reportable interests" in his Statements of Economic Interest from 2012 through 2015. Lugo has also been cited in them previously, HSA told us. HSA's Statement of Incompatible Activities, a guide to avoid conflicts of interest, states: "No officer or employee may knowingly provide selective assistance (i.e. assistance that is not available to all competitors) to individuals or entities in a manner that confers a competitive advantage on any individual who is bidding on a City contract." Problem: Public records suggest a possible conflict of interest between Lugo and Dalila Ahumada. She's the Director of Arriba Juntos, a venerable, major non-profit provider of social services to HSA's Welfare to Work Program – a program headed by Lugo. Ahumada has also served on Arriba Juntos, and previously served on Grievance and Oversight committees in the Cal-WORK program. Alameda County property records show that since September 2002, Antonio Lugo and Dalila Ahumada own a rental condo in Albany. Their mailing address for property taxes is a house in San Pablo. Alameda County 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 administered by the State. Recent grants for 2014-15 show that half of Arriba Juntos revenues - \$5.3 million - were government grants. There's more. An 8/24/16 Controller's independent audit identified significant lapses in the management of Arriba Juntos' delivery of services. Although Arriba Juntos is inspected annually by the State's Monitoring Program, HSA representatives are closely involved in these inspections. The State's Monitoring Program states: "...your first resource should be your supervisor and/or your department's State representative."

The big question is whether an outside relationship between Tony Lugo and Dalila Ahumada provides an advantage in securing HSA grants. Typically, HSA solicits bids via a public Request for Proposals. Applicants submit proposals and bids, and they are interviewed by a Review Panel who asks them to answer standardized questions. Scores are assigned to each response and tabulated to determine the highest average score. Tips from an HSA insider can give a favored bidder a competitive edge.

While grants are approved by the Human Services Commission, CEO Trent Rhoter, and the State Controller, actual selection occurs when competing bids are reviewed. That process is approved by the State Controller's Office Manager, among others. For example, on 6/19/15 Arriba Juntos won a \$495,000 HSA grant.

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...this", and it "must be vetted by upper management." Still, Lugo's key position and his ap  
Society of Professional Journalists, MarCal Chapter  
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 f  
(or) explanatory statements of administrative action surrounding potential conflicts of  
appearances matter. Perceived high-profile entanglements fuel claims of "favoritism" at  
organizational integrity that keeps employees loyal and motivated.

*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*

**December 2016 / January 2017**



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the costs of repairing damaged vehicles county, the number of... 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, St cell-phones, flashlights, glass-breaking tools, look-outs, getaway drivers and fences ac 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 monied newcomers and tourists leaving valuables in cars makes destination for thieves. Many residents can't distinguish their neighbors from suspicious 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 \$95t research shows that many States have lowered theft felonies to misdemeanors, and no crimes.

**Putting away car burglars is tough: it requires an eye-witness or vi 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 st including disbanding the Serial Crimes Unit, favored criminal outfits operating across p

### BURGLARIES IN 2016

	January	February	March	April	May
Auto	200	157	154	117	112
House	35	47	73	29	40

Putting away car burglars is tough: it requires an eye-witness or video evidence. The rai must be charged or released within 48 hours. So cops scramble to compile evidence ti

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Crimes Unit. It pioneered the "bundling" of multiple incidents into one prosecution by the Society of Professional Journalists, NorCal Chapter. They commit serial break-ins, until enough evidence is gathered to convict. Along with investigation, it specializes in post-arrest evidence collection. Videos, victim statements of stolen property are presented to the DA within 48 hours. These developments align with a recommendation to restore the Serial Crimes Unit.

The DA's "Crime Strategies Unit" also functions as a Serial Crimes Unit, collaborating with the SFPD. Formed in 2014 - the first in California, its prosecutors are assigned to neighborhood patrol units to use local intelligence to thwart recurrent crimes. It has mapped a network of security camera evidence. Security camera owners can register theirs online at [sfdistrictattorney.org](http://sfdistrictattorney.org). From 63% in 2014 to 80% in 2015.

**Westside Communities Mobilize:** The spikes in auto and residential burglaries mobilized Westside communities as reported by Tom Pendergast in the April 2016 WSObserver. Captain Denise Flaherty announced that uniformed and plainclothes officers had been showing where and when most break-ins occurred. Follow-up investigations were initiated by Volunteers on the Community Advisory Police Board, a gem of the 2009 Community Policing community concerns and ideas with police brass, then created and distributed the early neighborhood hot-spots. Supervisor Norman Yee began crafting legislation requiring regular tours 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 would create a Property Crimes unit in each precinct with the flexibility to address unique local crime patterns, versus a centralized Patrol Bureau Task Force.

Car break-ins steadily subsided – until September. At a 10/18/16 Community Forum, SFPD precinct residents that burglaries are prioritized with "more effort" applied to monitoring evidence, "working every lead" – and making arrests. Taraval Station's exemplary weekly monthly analyses of auto and house burglaries:

**Prop R – Safe Neighborhoods Ordinance:** Reacting to rising property crimes, Supervisor Scott Wiener authored Proposition R to create a "Neighborhood Policing" SFPD. It aims "to make neighborhoods safer and improve quality of life" – as did the 2009 Proposition 13. Instead, Prop R re-centralizes various crime units into a single command structure. Currently, the growing Patrol Bureau Task Force constitutes 1.1% of SFPD's 1,700 officers. It has no effect only when the SFPD roster reaches 1,941 sworn officers, as mandated by the Charter. Civilians should guide policing, and Prop R resonates with frustrated voters. How to solve the problem, something that the SFPD, working with the DA and the Department of Homelessness and Community Development already implementing, and can modify as crime trends shift.



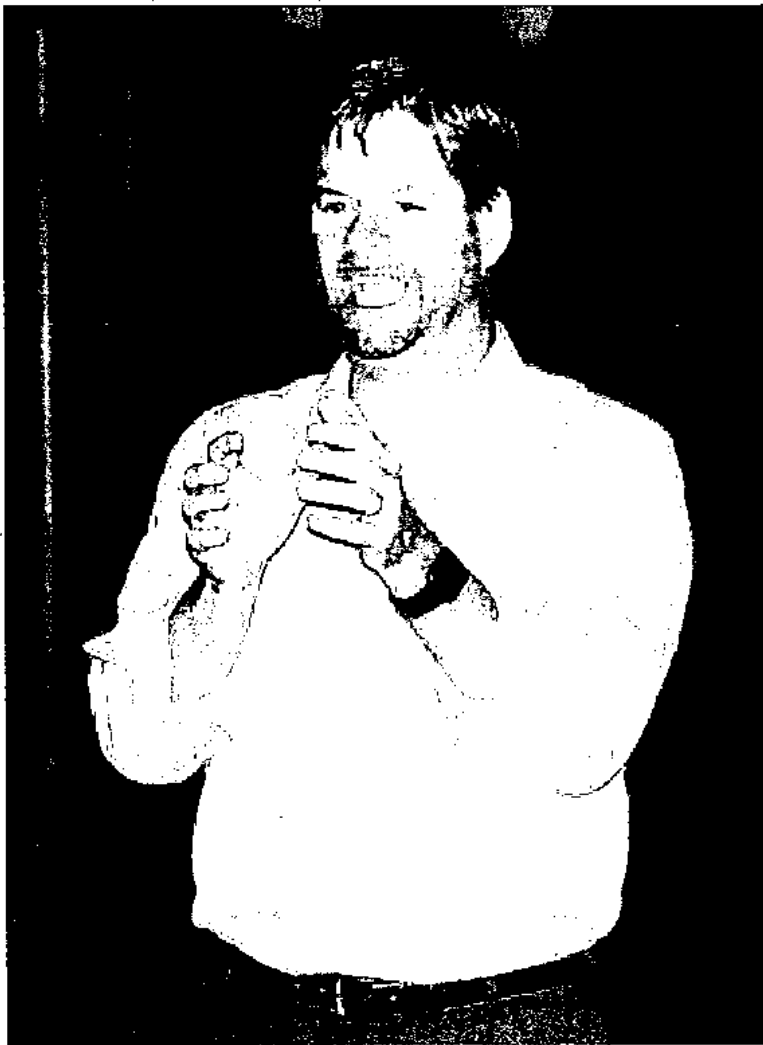
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James Madison Freedom of Information Award  
*Society of Professional Journalists, North East Chapter*

By Dr. Maria Rivero and Dr. Derek Kerr

**T**he whopping \$190,903 forfeiture imposed on Supervisor Mark Farrell by the Ethics Commission is the most controversial in the City's history of campaign law violations<sup>1</sup>. Now Farrell is on the move, other. In the era of Citizens United, money as speech lurks beneath their Superintendency. by the Ethics Commission's bold response to a Fair Political Practices Commission (FPPC) supervisory campaign unlawfully coordinated with an "independent" expenditure comm



Supervisor Mark Farrell

## The FPPC Investigation:

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planning of CSV and thereby caused it to become a controlled committee of Mark Farrell. A controlled committee is one that is directly or indirectly controlled by a candidate or acts jointly with the candidate in making expenditures. Since Farrell denied cheating and asserted otherwise, the FPPC added, "The evidence supports the finding that Mark Farrell Respondent Lee, as an agent of the Farrell Committee, to coordinate with Respondent Lee Farrell's responsibility for his agent's actions, but voted 3 to 1 finding Lee "most responsible for enabling CSV "to send out hit-pieces on opponents without disclosing its association with the Farrell Committee. Ethics Commission Asserts Itself: As a State agency, the FPPC couldn't address the City of San Francisco's 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 Ethics Commissioner notified Farrell on 12/9/14 that CSV expenditures beyond \$500 were considered donations. He reported spending \$43,399 supporting Farrell and \$148,004 opposing Reilly, Farrell had exceeded the \$500 limit. When Reilly's attorney, Charles Bell, demanded additional penalties for "abuse" of City campaign laws, it sparked a duel with Farrell's attorney Jim Sutton.

.....

### Two weeks before the scheduled Superior Court hearing - a settlement Farrell offered to pay \$25,000"

In a series of meetings before skeptical Ethics Commissioners, Sutton insisted his client was "exonerated" by the FPPC, and that the 4-year statute of limitations for City campaign law violations portrayed Farrell as a novice, reliant on his consultant, and unaware of campaign law violations. Sutton deemed the forfeiture demand unprecedented and inapt because of the money that CSV collected. Further, Farrell had cooperated with the FPPC - in full view of the public - to take timely action. Bell countered that Farrell was liable for his agent Lee's violations, and that his "concealment" of his wrongdoing extended the deadline for legal action. For example, Farrell had failed to file campaign reports to show that CSV was controlled by his campaign. And since CSV was controlled by Farrell's campaign, it was his money.

Then came a schism between the Ethics Commission, its Executive Director and the City of San Francisco. In these scenes, the City Attorney declined to pursue a civil claim against Farrell, citing the statute of limitations. The commissioners forged ahead with their forfeiture demand. Then St. Croix caved, dropping the claim, citing "statute of limitations concerns." On 4/27/15 the commissioners decided that they would not say on the waiver. The Deputy City Attorney assigned to Ethics cautioned he was "unable to refer the matter to the Commission to "adjudicate" its Director's waivers. The City Attorney had long sought to set policy by setting policies while letting department heads implement them. Per Administrative Code 2.00001, "The department head shall be immediately responsible for the administration of his or her department."

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the waiver. Commissioner Keane asked, "If Farrell is imploring Waiver, why has he not 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 accountable because Lee acted within Farrell's agency as his campaign consultant. Sutton decried 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 overrule as a Commission, are just a bunch of supernumeraries," Keane added.

The forfeiture demand was referred to the Treasurer's Bureau of Delinquent Revenue for 60 days, then walled until 11/4/15, then rebuffed it because the FPPC "concluded that Supervisor Farrell's Treasurer sought guidance on the impasse. On 4/25/16 a frustrated Commissioner Keane's campaign "took illegal contributions and laundered them" through CSV. After closed sessions, Keane decided to sue Farrell. Four days later, Farrell sued Ethics. On 5/23/16, Ethics instructed a "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 to forfeiting funds he never held, and the denial of due process without a formal Ethics hearing. The complaint alleges that Farrell engaged in "concealment" and was "personally involved in it" and "was aware of Lee's activities in this regard." Since Farrell blamed Lee for going "rogue," he explained Lee's motivation for acting in such an allegedly unauthorized manner, and will 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 cross-complaint, claiming it violated freedom of speech. His tightly-woven 7/18/16 plea contends that the City's case is unjustly victimized "because he exercised his constitutional rights to run and campaign for office." The City defended its enforcement of contribution limits, adding that campaign law violations are not protected speech. Farrell replied that since the City's allegations are unproven and Farrell "vehemently denies" them, he is suing Farrell for "raising and spending funds to be used to communicate with voters about political qualifications for office." Two weeks before the scheduled 10/3/16 Superior Court hearing, Farrell offered to pay \$25,000.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were exposed to wrongdoing by the Department of Public Health. Contact: [watchdogs@westsideobserver.com](mailto:watchdogs@westsideobserver.com)*

1. Case # CGC16551745

2. Westside Observer, July '16 -



# WESTSIDE OBSERVER

James Madison Freedom of Information Award  
Society of Professional Journalists, Nor Cal Chapter



## Sewergate:

### Gushing Costs and Profits in City's War on Whistleblowers

By Dr. Maria Rivero and Dr. Derek Kerr

**T**he fate of high-level City whistleblowers is retaliation. Then immiseration, as in to dead ends, notably Human Resources departments that are harnessed to m... Commission that hasn't sustained a retaliation claim since its founding. Whistli... burial or seek validation externally from courts or the media—at a cost.



Herrera's Chief Trial Attorney Joanne Hooper

Take Sewergate—the dispute between City Attorney Dennis Herrera and his former Chief whistleblower, Joanne Hooper. Her lawsuit alleges that the City Attorney's Office enable replacement scheme that drained \$2 million in taxpayer dollars annually, and that Herre

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between October 8, 2015 and July 27, 2016, Keker & Van Nest collected 22 checks totaling \$1.9 million in taxpayer funds. The City Attorney's Office taken this case, even at its top billing rate of \$291/hour, the costs would have been \$2.2 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. The Keker & 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 avoid conflicts of interest. For 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 investigations, or workplace distractions. However, the Charter requires that City officials; "shall give preference to 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 rate, 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 months. The retainer agreement identifies 3 attorneys, but doesn't limit the number Keker & Van Nest can bill. July, the contract hasn't been amended. Further, it's unlikely that the firm's billing and cost



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was expected to be thrown out of court. Instead, on June 2, 2016 Superior Court Judge Herrera's arguments that Hoyer 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 Hoyer 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, preserve 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 portrayal of Hoyer as angling to "shake-down tax-payers," one might ask whether he's doubling as a "rain-maker" for Kecker & 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**



Going Negative:

### Supervisor Mark Farrell v. Ethics Com

**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 declared an Eth 2010 supervisory 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 found that his campaign consultant, Chris Lee, had illegally coordinated with an Independent

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has been a battleground with 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. The pass. His underling was flamed. Also, Ethics was seeking a budget boost while scrutinizing 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, Farrell 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 attorney 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 like his rival in 2010, surrogates were now bashing the Ethics Commission. Sutton portrayed Farrell as a "completely innocent" victim of a "witch-hunt". Ethics was "guilty of a gross violation" and resulting in an "outrageous" and "utterly frivolous" forfeiture demand. Ballard painted Farrell as commissioners and sore losers. Behind it all, the pursuit of power.

**The 2010 Battle for District 2:** By November 2010, the Marina, Pacific Heights had weathered a 2-week blitz of anti-Reilly attack ads from an IEC called "Common Sense". Farrell squeaked past his rival by 258 votes. Reilly had 196 more first-choice votes, but 196 votes. His margin was less than 1% of the 28,911 votes cast. Swaying 129 potential Reilly votes could have done it. Reilly attributed her loss to CSV's mud-slinging, coordinated by Superstar 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 could not sue Farrell. Farrell and Reilly launched their campaigns. Janet Reilly, a former mayor

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existing campaigns. So, Alioto-Pier profited off of her \$55,000 donation to the NorCal Chapter

By then Reilly was ahead in endorsements, polls and contributions; eventually receiving \$265,198. Farrell's team had to chop her lead. Enter attack 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 However, IECs cannot coordinate with candidate committees, must identify major donor income and expenses to the Ethics Commission.

FPPC records indicate that Farrell's camp concocted "Common Sense Voters" (CSV) in Pier decided to endorse Farrell's "common sense values." She encouraged her aides and Richard Schlackman to help, gave Farrell her donor list, and boosted CSV. Nominally, CSV a San Mateo corporate attorney. Formerly a law-firm colleague of Farrell's, Helfand served 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 donors "who were sort of outside San Francisco," initially raising \$30,500 from 5 venture capitalists 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-estate fund CSV, something Schlackman wanted kept secret "because of politics." Farrell was later spent two hours with Dede Wilsey - to solicit a \$500 campaign contribution. Wilsey pulled later. Per FPPC records Farrell was "only interested in Coates hosting a fundraising event 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 "ultra-mailers 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 Swiss wizard behind Janet Reilly's agenda." The ads didn't identify Coates and Wilsey as the main sound, such attack ads work subliminally - and effectively, to plant doubts and kindle fear. Newsom, Frank Jordan, Louise Renne, and Diane Feinstein denounced the smears as 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. So CSV reported spending \$148,004 against Reilly.



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of \$221,000 targeted *Society of Professional Journalists* Chapter comparison, outside spending against Farrell

was minor; \$12,912 by the Bay Area Firefighters PAC and \$7,244 from the Democratic C

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 against tearing others down." Why this 180 degree spin? As the *Chronicle* reported, during the C \$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 politi

*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*

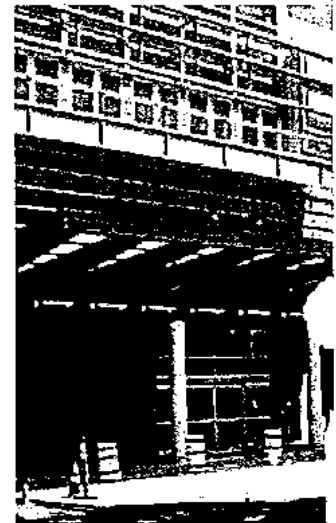
July 2016

## Loss of Trust: The Human Services

By Dr. Maria Rivero & Dr. Derek Kerr

Last 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 The survey also indicated; "There appears to be a mistrust of management, especially respond to more sensitive questions in the survey (i.e. trust in executive staff management 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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Nevertheless, the report noted, as with previous surveys, many employees felt that their  
 With no opportunities to be 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  
 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%  
 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 man  
 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 pra  
 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 commu  
 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 HSA

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exclude employee relations. Society of Professional Journalists Northern Chapter trust as a core value. The casualties are employee morale, loyalty, and productivity.

HSA executives should ponder whether discretionary hiring and "flexible staffing" are sa competition. Why are dedicated employees outraged over nepotism, cronyism, and favor practices devaluing the very workers who are expected to serve challenging clients with Building trust requires introspection – then, honest communication. The recommended enhance trust if used as a mechanism to preserve privileges and push agendas. Instead to-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 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 who 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

**T**he human instinct to favor one's friends and relatives can undermine governme cronyism and nepotism split workforces into insiders and outsiders – an impot 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.



.....  
**...some 30 disheartened City employees - most from the Human Se put their jobs on the line to denounce "favoritism, nepotism and cr 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" i

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test schedules and scores, interview panels, as well as the subsequent ranking and selection. Irregularities that seem to favor or deter certain candidates are covert, or cloaked in "code" (unnamed to avoid retribution) assert that some new hires are "pre-selected" and fast-track executive decision" while qualified applicants without patrons trudge through a dead-end theme is the "back-door hiring" of friends, relatives, even lovers, often as "temporary exempt" require the civil service screenings that ensure qualifications and experience.

Temporary exempt (TEX) positions were designed to quickly hire workers for time-limited as 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-job 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 promotion 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, breached workplace ethics and competence, negative rumors, as well as departures of demoralized fear; those who ask questions or complain say they face bullying, isolation, non-promotion CalWORKS, a welfare to work program for families with children, is pointedly criticized; marked by favoritism, intimidation and a mass exodus of eligibility workers. Complaints their intensity is. HSA's own 2008 Strategic Review raised "serious concerns" about statistics the basis for allegations of favoritism in hiring and promotion? What can be done to address 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. Corrective action. Comparing the years 2010-2012 versus 2013-2015, the average number 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 public 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 services 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 Services architect of Mayor Newsom's 10-Year Plan to End Chronic Homelessness. Like Civil Service promised efficiencies. But by mid-2008, HSA's budget had risen 20%, with a 47% increase jump in new hires and promotions.

The fiscal crisis of 2008 triggered reductions in HSA positions and multiple "consolidation"

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staffing ramped up 30% and the program merged with CalFresh (food stamps) to provide  
 Newly-funded employment initiatives impacted CalWORKS which was already struggling  
 double its client employment rate to 50%. To ease these transformations, the term "Service  
 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 changes  
 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 th  
 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 Watching?**

*By Dr. Maria Rivero and Dr. Derek Kerr*

**T**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 SFPD bodycam policy prohibits filming law legitimate 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 policy that they are being filmed "when feasible", though civilians cannot direct a cop to stop from appear when the camera is activated. Officers are required to turn on cameras for specific force incidents, arrests, pursuits, searches and traffic stops. However, filming strip search or child abuse, and confidential informants is prohibited, except in "exigent circumstances".  
 publicly, the SFPD may get consent from the subjects or blur their images to respect privacy.

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**watching communities rather than police.**

**First Amendment Rights:** SFPD policy prohibits the filming of citizens engaged in First Amendment activities such as peaceful demonstrations. However, the bodycam policy allows filming if it "may become hostile" or anytime it "would be valuable for evidentiary purposes". Loopholes exist: an undercover SFPD "infiltrator" could provoke a "citizen encounter that becomes hostile"; law-abiding protesters, and assembling dossiers on civil rights activists and social movements for "evidentiary" purposes. Capturing "evidentiary" footage is also problematic. The Police Executive Report defines "evidentiary" as data that "could prove useful for investigative purposes". That could mean anything.

More troubling is how counter-terrorism policies are merging with domestic policing. The Department of Homeland Security and the FBI viewed the Occupy Wall Street and Black Lives Matter as "domestic terrorism" or "criminal activity" and coordinated with local police department participants. These intrusions were justified as "providing situational awareness of actions in progress". 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 violating its First Amendment obligations by interrogating, for the FBI, a Freedom of Information Act request regarding his air-travel issues. Recall how the Oakland "Domain Awareness Center", a \$10 million anti-terrorism surveillance project, marketed primarily deployed to track political 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 SFPD will control access to the data and release recordings "to the greatest extent possible" without violating privacy rights, endanger witnesses, or "jeopardize the successful completion of an investigation". Complaints, operating under the Police Commission, will also have access to bodycam recordings of police misconduct. Since the bodycam recordings will likely be stored in TASER internal servers, 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 requester can prove they will exonerate them. Typically, police withhold evidence of misconduct by citing "an ongoing investigation", but that exonerate them. Time will tell how the SFPD determines which video disclosures will be released upon completion of an investigation.

Related to public access is the integrity of video data. SFPD officers are prohibited from deleting bodycam recordings. Disciplinary actions follow violations of SFPD policy, but it's unclear if they are enforced.

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includes automatic license plate readers, Hi-Definition cameras, drones, Stingray cell capture nearby calls, "TrapWire" facial recognition technology, and social media monitoring activities are already tracked and stored by hundreds of government agencies and private of National Emergency, repeatedly re-enacted since 9/11/2001, and the growing tender bodycams could end up watching communities rather than police.

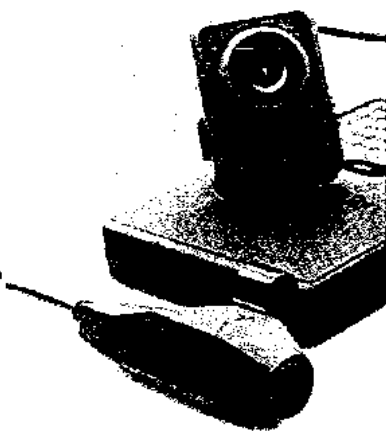
*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital when the Department of Public Health. Contact: watchdogs@westsideobserver.com*

April 2016

## Watching SFPD's Body Worn Cameras

By Dr. Maria Rivero and Dr. Derek Kerr

**V**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 Jeff 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, bogged by local institutional resistance to being watched. On 4/18/14 the Board of Supervisors' Neighborhood Committee urged the SFPD to formulate a bodycam policy, despite a projected 5-year c DA George Gascon demanded action instead of "playing games."

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for the public and law enforcement, a "third witness" 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 training. Bodycams could cut litigation costs by deterring misbehavior by police and civilians and citizen complaints by 88% and use-of-force incidents by 60%. Such savings could be worth the violations of privacy or freedom of expression. To preserve public funds and trust, sources

On 5/13/15 the Police Commission directed the SFPD to create a Body Camera Working Group. The Working Group met publicly 6 times between June and August 2015. Law enforcement was represented. Also included were the Office of Citizen Complaints, ACLU, Public Defender, and Human Rights Commission. On 6/9/15 Supervisor Avalos introduced Ordinance 15062 creating a Body Camera Policy with annual audits by the Controller's Office. When the Working Group's draft policy 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, set forth in Assembly Bill 69. Passed on 10/3/15, AB 69 grants ownership of bodycam recordings with chain-of-custody rules, along with public access per the California Public Records Act. The Commission promised to "vote in recognition of the new normal that trust is a more important rate," it had to appease both cops and civilians.

**Police Perspectives:** The SFPD maintains that officer-involved shootings are rare, less than 1% of calls. Currently, involved officers are interviewed voluntarily and allowed to see videos to "trigger" a 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. Sources would better serve investigations and justice.

Cops of all stripes emphasized that SFPD policy demands that "all evidence shall be in writing." An adrenaline-fueled reaction to traumatic incidents causes memory lapses, "tunnel-vision." Only by viewing videos beforehand could they deliver "the most accurate and complete report." Cited similar practices in San Diego and Los Angeles. Entrusting officers to carry guns and view bodycam videos would show that "you don't trust me," one said. Another emphasized that "suspect" would be more "divisive." Others faulted the logic of writing "a legal government report" of 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 Chief. "The 'gotcha' when their credibility is challenged for any discrepancies."



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report should be preserved rather than a re-interpretation based on what appears, or the Society of Professional Journalists, MarCal Chang, Jeff Adachi argued that viewing the video beforehand alters what officers remember, the The ACLU warned that incriminating events that don't appear are forgotten while events as if experienced, thus creating a "false level of accuracy," and potentially enabling cover view videos before interrogations, allowing police to do so confers an "unfair advantage insisted that "investigatory best practices" require that witnesses, including police officers 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 bodycam policy transparently created. But that same day, a dazed, knife-wielding 26-year old, Mario Wo 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 bo 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**

In 2002, the Health Commission adopted a Resolution for "Culturally and Linguistically / 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 DPH annual Cultural Competency Reports showing their compliance or diversity initiatives. T boasted that: "DPH's committed and talented staff reflects the cultural diversity and ric

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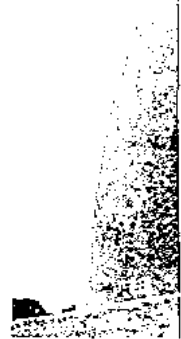


Photo: David Edstrom

**I** "workforce that reflects community characteristics."  
Not so, according to six LHH employees who testified before the Civil Service Commission on 1/4/16. They risked retaliation by joining 30 other City employees in claiming that favoritism and cronyism are sabotaging merit-based hiring and promotions. Here are excerpts;

"Laguna Honda is plagued with isms – favoritism, cronyism, racism - you name it. Even if 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 employees that favoritism, nepotism and cronyism are sabotaging merit-based hiring and promotions."**

"The workforce is not diverse, it does not reflect San Francisco or the Bay Area. Whoever gets hired looks like them, speaks like them, and comes from the same place as the minority. If we are asking questions, and if we are able and articulate to say 'what's your 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, somebody's backyard." (LVN)

"Hiring is based on friendships and family. Managerial positions are...set aside for family members. Promotions are adjusted based on whom it is or who you want to align the job for. There's no consistency."

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Supervisor responsible for staff recruitment committed nepotism. She "resigned" and was "released." Though relatively few DPH employees complain to the Civil Service Commission, a 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 3,220 employees stymied. While the surveyors merely urged more "professionalism and respect", it's telling with "a manager training that reviews hiring and onboarding procedures." Laguna Honda Survey identified the main causes of discontent as; "unprofessional" or inexperienced management, "retribution, bullying", and ignoring feedback.

Concerns about diversity and hiring have long-simmered at LHH. Because hospital employees lack related qualifications, their demographics won't exactly match the communities served. Competitive healthcare environments may require imported skills. But according to LHH's 2013 Report, and the Department of Human Resources (DHR) 2013 "Equal Employment Opportunity 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	—

San Francisco's 5.2% Filipino population. It doubled the DPH's percentage, which itself topped the DPH's. 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 among employees numbering 1,678. LHH hasn't submitted any Cultural Competency Reports with employees. 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 Assessment" conducted by hospital executives in 2007. It reported; "Nursing is dominated by Filipinos who comprise 71% of 80% of Registered Nurses, 81% of Licensed Vocational Nurses, 67% of Certified Nursing Assistants and 67% of Nursing Managers. Among patients, 3% were Filipino, creating "a great disparity between the ethnics who give and receive care." Almost 10 years later, LHH nurses say little has changed. Here is a breakdown of Registered Nurses, Licensed Vocational Nurses and Certified Nursing Assistants within the hospital in 2007, the most recent numbers available;

LHH's 2007 "Cultural Competency Assessment" warned; "Disproportionate representation of ethnicities on nursing staff causes tension and strife in some units, and makes it difficult for new staff members from non-dominant ethnicities to become accepted as a team member and even more so as a unit leader." Staff from

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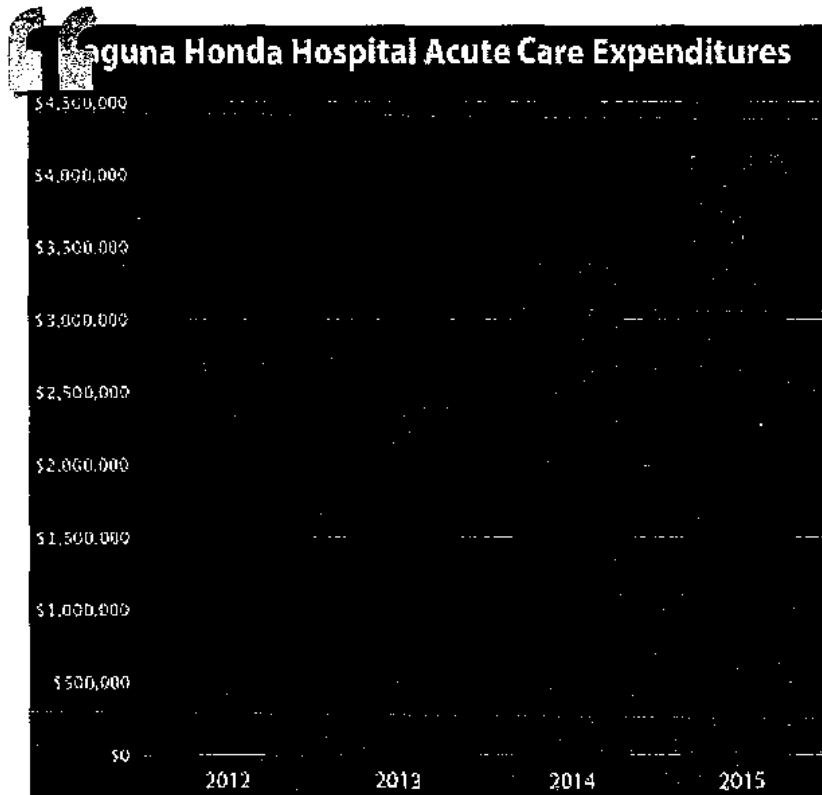
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Caring, competent, and generous, LHH's nursing staff diverges from DPH's cultural competence. Nurses say that lapses in merit-based hiring are perpetuated by workforce disparities - As Civil Service Commissioner Favetti emphasized; "The integrity of the system is directly administered by the system." Beyond LHH's control are colonial, political and socio-economic factors. "Empire of Care: Nursing and Migration in Filipino American History", and Rodis' "Why are there so many nurses in the US?" What's needed in 2016 is Laguna Honda's Cultural Competency Report, by demographics, an assessment, and a plan.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were wronged by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

February 2016



Expenses for Acute Care show marked increases. Not shown is the 48% reduction in services.

## Doing Less With More: Laguna Honda's Acute Care Slu...

By Dr. Maria Rivero and Dr. Derek Kerr

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rates are several times higher than the \$800/day LHH spends per resident. *Society of Professional Journalists, NorCal 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 promise revenues of \$1.35 million. They wanted more staffing to transform the existing 6-bed Acute Rehab building's showcase - with 15 beds, a choice location, therapeutic pool and state-of-the-art fitness gym. These costly enhancements needed in a safety-net hospital? Because they "will increase services," they wrote. An "upsurge in acute rehabilitation admissions" would raise the average number of 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 Rehab building's showcase - with 15 beds, a choice location, therapeutic pool and state-of-the-art fitness gym. Why were these costly enhancements needed in a safety-net hospital?**

Three months after the rebranded LHH opened, the 15 mostly-empty Acute Rehab beds had just 5 remaining. The other 10 were converted to lower-paying but fillable Skilled Nursing units. Through amenities and frantic recruitment efforts, private pay and Medicare patients chose to go elsewhere. For 2013, the average daily census for Acute Rehab was 2.21 patients, in 2014 it dropped to 0.89 patients per day. Rehab Director Pascual omitted this decline in her Annual Report to the Commission's Joint Conference Committee on 9/8/15. Instead of a root cause analysis, she listed variants of patient recruitment strategies that hadn't worked previously. The Commission didn't want to know.

Another revenue tale was spun in 2010. The Medicine Department sought \$950,000 in additional funding to boost its Acute Medical census from "1.5 - 2.0 patients/day" to 5 patients per day, then to 7 patients per day annually. Instead, patients vaporized. Signs of fluster appeared in 2012 when LHH branched Acute Medical and Acute Rehab censuses together under "Acute" to camouflage the minuscule numbers. When honest reporting resumed in 2013, the average daily census fell to 1.1, then to 0.89 by mid-2015. On average, less than 1 patient per day has received treatment in the 7-bed Acute Rehab building for 18 months. Month after month, the dwindling numbers are presented; without explanation from Colleen Riley, and without inquiries from Health Commissioners.

Yet, inquiries are due. The City's SFOpenBook data base shows LHH spending on "Acute Care" ballooning with a sagging census. LHH spent about \$2.4 million in 2012-13, almost \$3.4 million in 2013-14. Unfortunately, corresponding revenue data isn't provided. Given the missteps and evasions, Health Commissioners should ask why a 73% rise in Acute Care spending occurred.

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*Society of Professional Journalists, Marjorie Chatter*



## London Breed's Anti-Sunshine Litm

**Dr. Maria Rivero & Dr. Derek Kerr**

**F**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 Sunshine Supervisors' business calendars be publicly disclosable. Since 1999, the Ordinance had 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 in records would take time to assemble. Instead of delivering the calendars, Breed's legis e-mail: "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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“concerns about my personal safety” and “establishing a pattern of my whereabouts.” Breed made a motion to withhold the 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 sok 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-snares 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 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 se 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 nose...I don’t think it’s appropriate for whereabouts 24 hours a day.” Then, the litmus test: “Do you think that public officials st calendars if requested?” Since her question had been affirmatively and legally answered render applicants into supplicants, Eldon maneuvered out of Breed’s trap by crafting the 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 w 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, w bother to ask him a single question, then grouched; “I’m not completely familiar with Mr. kowtowed for her blessing before the hearing. To show who’s boss, Breed “hesitantly” a waiver.

All 3 Supervisors okayed the candidates, but Katy Tang’s mute passivity was a marked observation of SPJ candidates in 2013-14. Joining a Board vendetta against the SOTF. T

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Society of Professional Journalists, NorCal Chapter

## Exodus From Laguna Honda Hospital

By Dr. Maria Rivero and Dr. Derek Kerr

**I**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) comprised “community discharges” – a record high. This exodus is rooted in the Health Department Project that flushes non-paying patients out of San Francisco General Hospital and into



.....  
**...in 2014 LHH reported 46 staff injuries from “resident aggression” and medical treatment. LHH deploys additional staff as “coaches” to monitor residents and drug-sniffing dogs to curtail drug use and dealing”**

Unlike the notorious 2004 Flow Project that generated an upsurge of violence and drug use, LHH relies on private rooms, electronic monitoring, additional activities, substance abuse counseling, and containment to contain disruptive behaviors. Yet, in 2014 LHH reported 46 staff injuries from “resident aggression” that required medical treatment. LHH deploys additional staff as “coaches” to monitor residents and drug-sniffing dogs to curtail drug use and dealing. Cigarettes and nicotine vaporizers are prohibited. Residents must sign an imposing Agreement that stipulates rules of conduct. Such restrictions, however, cramp the quality of life of some residents. Others simply don’t want to be at LHH. The exodus this year signals that the Flow Project and LHH’s containment policy are failing.

Why patients flee and what happens to them matters. Risks of harm multiply for patients before they are deemed ready for discharge. Beyond endangering themselves, those who are impaired also expose the hospital to potential liabilities. Elopements are disruptive, require “Green” alerts, burdensome paperwork, missing person reports, plus detailed searches by police and deputies. In May, LHH projected “a deficit of \$780,000 in salary expenses” for 2014-15 “due to the need for coaches...to facilitate patient flow”. By July, this deficit dropped to \$190,000 for the City taxpayer funds. Further, neither Medi-Cal nor Medicare reimburse LHH for AWOL days, but the City does. Importantly, for an institution that values resident satisfaction, the rise in AWOL is a rising dissatisfaction. There may be correctable lapses in patient care, staff training, or program offerings and LHH’s offerings. The Health Commission should request – and make public – an audit of the exodus.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who reported wrongdoing by the Department of Public Health. Contact: watchdogs@westsideobserver.com*



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Jury labelled the Ethics Commission a "Sleeping 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 dep 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 Whistleblower Ordinance, dead silence filled the chamber. Eventually 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



Secrets and Neglect

### Laguna Honda's Patient Gift Fu

By Dr. Maria Rivero and Dr. Derek Kerr

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*Society of Professional Journalists, NorCal Chapter*  
**activities like bus-trips were curtailed, yet impermissible expenses 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. After recommendation on 4/3/15, Ma again withheld it from her 5/12/15 Gift Fund report. A donation received weeks before from retired LHH physician Milka Rols.

These non-disclosures resembled those preceding the Gift Fund scandal of 2009-10. But over \$2 million, including stocks donated in the 1980s. Stocks were kept by the City Treasurer overseen by the Controller, while cash went for LHH patient activities. With the instalment 2004, then Mivic Hirose in 2009, Gift Fund policies were surreptitiously altered – in violation of Code – to create an administrative slush fund. Pilfering and mismanagement depleted the fund by late 2009. Another \$835,000 was frozen in stocks and \$543,000 was locked in the interbank account triggered warnings that the Gift Fund was bankrupt. Patient activities like bus-trips were curtailed, while expenses for staff perquisites surged.

Protests were ignored within LHH, but reported by KGO TV’s I-Team and The Westside Observer by Shaw in 2010. The resulting furor forced the Controller to issue a Gift Fund audit on 11/15/10, \$350,000, stop misappropriations, issue quarterly reports, and restore the Gift Fund. Unfortunately, the Controller dropped the promised follow-up audit to quell negative publicity. A bequest from the Knight estate returned Gift Fund assets above \$2 million in March 2011. In July 2013, Bill Frazier, Director of LHH’s Activity Therapy Department, was reassigned to 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 2010, the Controller did urge LHH to “actively manage” Gift Fund stocks, but Ma said nothing about the role, selling the stocks, or Rols’ \$400,000 donation. Instead, CEO Mivic Hirose took center stage to spin highlights before the full Health Commission, leaving crumbs for Ma to dispense. The public had to dig for answers.

A visit with Michelle Durgy, the Treasurer’s Chief Investment Officer since September 2010, revealed a “tremendously understaffed” team began organizing the stocks in mid-2011. A collaboration with a local broker collapsed, so SF discount broker Schwab was contracted to manage the holdings in July 2011. The holdings were transferred to Schwab. According to the Administration

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want it all."

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 accour 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 c 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 Open Ballot Initiative to amend the City's Sunshine Ordinance](#). It calls for: 1) City public meet

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David E. Lee

**O** 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* [article](#) merely identified David E. Lee, who heads Government, as "a political science instructor" at SF State University. But since 1993 Lee Director of the non-profit Chinese American Voters Education Committee (*CAVEC*) - 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, insurance, and corporate interests. Notable Lee backers included attorneys Jim Si tech investor Ron Conway, "broker" Mel Murphy, banker Dick Kovacevich, real estate magnate Doug Shorenstein, and philanthropists Nancy Bechtle, Dede Wilsey, and Roselyne 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 advanced Lee resigned in 2012 to run against Eric Mar for Supervisor in District 1, pointing to former 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 [data](#), Lee spent \$320,589 in individual donations compared to Mar's \$360,100. The shocker was the cash tsunami from independent expenditure spent \$673,960 for Lee versus \$164,625 for Mar. All told, 68% of the \$994,549 supported shadowy special interests compared to 31% of Mar's \$524,725. Most of Lee's contributions construction, insurance, banking and corporate interests. Notable Lee backers included Haas, tech investor Ron Conway, "broker" Mel Murphy, banker Dick Kovacevich, real estate and philanthropists Nancy Bechtle, Dede Wilsey, and Roselyne Swig. In 2012, the *Chronicle*

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MEMBERS OF HONORARY VOUCHER SOCIETY OF PROFESSIONAL JOURNALISTS, NorCal Chapter

Between 2008 and 2011, Lee's salary at CAVEC averaged \$90,211 annually (range \$86,400 to \$94,022). In 2012, Friends of Ethics filed a complaint against Lee for failing to disclose this outside income as a City of San Francisco & Park Commissioner. Later that month, UC Berkeley Prof. Ling-chi Wang and Henry De la Cruz, a member of the Chinese for Affirmative Action, publicly denounced Lee's exorbitant \$91,980 salary and CAVEC expenses – despite its revenue shortfalls. They also challenged 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 was funding this?" In 2013, Lee's salary was cut to \$46,828, though it remained CAVEC's biggest line-item expense. Community activists say that CAVEC has been losing touch with the community, becoming more political and less focused on public access to government activities.

Despite Lee's ties to business and moneyed interests, who already have influence at City Hall, Lee's pushing this Sunshine measure makes sense. He sits on the boards of the California First Amendment Coalition and the minority-based New Citizens Alliance, both of which advocate for public access to government activities. Plus, he has long advocated for immigrant participation in government. Lee's pushing this Sunshine measure makes sense.

In appeals for a "generous donation" Lee claims that his ballot proposal arose from "worry that students don't have the resources to fund a campaign." However, the campaign's launch at the Center on 5/14/15 barely drew a handful of students to collect 14,000 signatures by June 15. It would take on a ballot initiative with such sparse front-line support, and while CAVEC is a good idea, District 1 will need a new Supervisor. Will an appealing Sunshine measure enhance Lee's CAVEC's viability?

Lee's Sunshine amendment emphasizes that "professional activists and lobbyists are the ones who spend the time at City Hall to influence decisions" and that it will empower "working people, students, and caregivers who have set schedules." There's no mention of the costs and contract for the proposed technology. Tracking the funding for this ballot measure will show whether it will be the same donors who rallied behind him in 2012.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who reported 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 Commission by reporting "fewer deficiencies" when the hospital's Health Inspection rating plunged to a

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Staffing, Quality Measures and Health Inspections, plus an Overall 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.



Mivic Hirose,

Moreover, Medicare does not report violations of California nursing home standards, State complaints filed with State agencies. That's because licensing requirements for State (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 score. [www.nursinghomeguide.org](http://www.nursinghomeguide.org) for this data from California Advocates for Nursing Home

.....  
**Although these deficiencies were considered minor, causing "minor" "few" residents, they exceeded the averages for California and US. Therefore, LHH's 2014 Health Inspection score plunged "below average" 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 [article](#), Medicare Star Rating Game the System, facilities plagued by serious deficiencies can garner 5-star ratings. So clients, revenue, and prestige, some facilities inflate their scores.

In 2009, just 35% of nursing homes were granted 4 or 5 stars overall. By 2013, it rose to overall rating of 3 stars is considered average, but by 2014 the average score for US facilities majority of facilities are above average, the system is unreliable. As a result, Medicare in 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 LHH top tier in 4 years, we examined its Nursing Staffing, Quality Measures, and Health Insp.

### Nursing Staffing

# WESTSIDE OBSERVER

## James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter Quality Measures

These are indicators of quality care such as the percent of patients with injury falls, but aspects of care are assessed, so their scope isn't comprehensive. Further, such measures are self-reported by nursing homes. To wit, State inspectors faulted LHH for failing to report an injury last year. Besides such under-reporting, adverse events can be minimized by LHH Department before they are transmitted to Medicare. A former LHH analyst, who requested a review, "Laguna administrators, charged with filing self-reports that should have been forthcoming, were indeed adept at gaming the system." By clasping 5-stars for self-reported quality, LHH was granted an extra Overall star.

Massaging Quality Measures is widespread. In 2009, 37% of Nursing Homes held 4-5 stars. By 2014, a preposterous 80% were all-stars, including LHH which had jumped from 3 to 5 stars. To changes in its calculations, forced Medicare to recalibrate. So, two-thirds of nursing home ratings, and 30% lost Overall stars. This year, Medicare audits will inhibit deceptive reporting.

## Health Inspections

This is the backbone of the ratings system, the only domain scored independently by State inspectors. They occur almost annually, nursing homes anticipate them. At LHH, preparatory "mock inspections" occur to minimize deficiency findings. During surveys, LHH's "Command Center" tracks inspected deficiencies to undiscovered violations. From 2010 through 2012, inspectors found relatively few deficiencies. Health Inspection ratings are derived from the 3 most recent surveys, LHH rose to "above average" in 2013. Its jump in Quality Measures, contributed to its trumpeted 5th Overall star in 2013.

Untrumpeted was LHH's fall to 4 Overall stars after surveyors found 19 federal deficiency findings in 2014. The 2014 lapses included: failure to monitor an amputee's phantom limb; failure to adjust a Care Plan for a patient with rapidly worsening dementia; not monitoring the patient's psychotic medications; keeping spoiled/outdated food in refrigerators; not washing hair equipment; speaking "a non-English language" around patients; causing a resident to sit on the floor for 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 logged.

Although these deficiencies were considered minor, causing "minimal harm" and affecting only a few patients, they exceeded the averages for California and US nursing homes. Therefore, LHH's 2014 Health Inspection rating fell to "below average" – to 2 stars. That triggered LHH's fall from 5 to 4 stars overall. It could have been worse. A Safety Inspection found 7 deficiencies. Since such lapses aren't logged in the star-rating system, LHH is in being down-graded to "above average".

# WESTSIDE OBSERVER

## James Madison Freedom of Information Award

by *Dr. Derek Kerr* and *Society of Professional Journalists, NorCal Chapter*

**W**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 decision-making 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 as they felt something was being hushed-up. They asked The Westside Observer to peer t

### 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 pri 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 dev



**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 b 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 Then came Korea.



# WESTSIDE OBSERVER

## James Madison Freedom of Information Award

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### The Investigation

In September 2014, LHH's / began a transition from "pr services that would augme without increased staffing. Gene went on an outing as band of patients supervisor While waiting for an elevat backwards down a ramp ar Someone had forgotten to perhaps Gene unlocked the paramedics bandaged his 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 question.

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-playin 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 Cypress Lawn plot in 1998. In 2005, the Public Guardian collected \$760,000 from the s 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 Certificate would take at least 3 months. Toxicology tests had to be completed, medica

with an unpaid bill. Plus there was a backlog of 800 cases, some dating back to

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Acknowledgement: Thanks to Larry, Art Ness, Bob Coffey and Ken Sproul for inspiration

April 2015

## City Attorney's Whistleblower Battle Laid Out

By Dr. Maria Rivero and Dr. Derek Kerr

**N**o City agency admits to retaliating against whistleblowers. Dennis Herrera insists that City Trial Deputy, Joanne Hooper, "was in the works long before she claimed...that she was part of a scheme in the City Attorney's Office." Hooper charges Herrera with "after-the-fact retaliation" for removal for exposing shady sewer replacement deals. Legally, she must show that she was a significant factor in her firing. Herrera must provide clear and convincing evidence that she was seriously harmed and entered Superior Court on 1/7/15.



**Once again, taxpayers are footing the bill for a plausible retaliation case. A Herrera campaign donor, is collecting \$850/hour to defend her. "Expected to exceed \$50,000." Ethical concerns are rising alongside the case. Herrera received a conflict waiver to represent Herrera, while representing the City."**

After publicly praising Hooper's aggressive fraud litigation in 2003, Herrera says he began escalating expenses and underestimating liabilities. He focuses on 2 out of hundreds of cases. In the \$7 million Lopez settlement against the School District, the judge rebuked Hooper for "fought each stage of litigation and caused delay throughout discovery, which substantiated costs." Hooper responds that the litigation strategy was directed by the client and that her staff "hampered the defense." In the \$27 million Dominguez verdict, Herrera claims Hooper called it a "no liability case." This she flatly denies, as she recommends settlement.

Herrera asserts that in 2005 several Magistrate Judges complained about Hooper's "intense" discussions and her failure to evaluate the cost-effectiveness of litigation." Hooper explains policy reasons to oppose payouts in frivolous lawsuits against police officers. Further, the magistrates told her her approach was sound – and told her to keep it up. In 2006, an unwritten policy was established: Hooper's team "frequently outsources liability estimates for its cases." Hooper

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the Observer that executives like Hoyer aren't subject to formal annual appraisals. In 2007, Therese Stewart wrote a private appraisal – solely for Herrera. It lauded Hoyer: "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 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. Hoyer 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." Hoyer 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 Hoyer's duties. Herrera "rebuffing" his guidance and "stoking divisions." However, Hoyer 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 st 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. Hoyer's performance," Herrera rep late 2010 with a partner from Kecker & Van Nest, the law firm now defending him. Over t other attorneys were reportedly approached, but none wanted or fit the job. Ironically, ir 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 l scheme.

In late 2011, Herrera's Executive Team met without Ms. Hoyer to prepare a report titled 2012. It's undated, except for 12/21/11 scribbled in a corner. The actual date is importa investigation 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 Hoyer'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 Hoyer's successor. Suppos the process was finding the right person." Strangely, the search was covert – with no jo "Hoyer believes that the City Attorney was unable to find highly qualified candidates, w

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is collecting \$850/hour to defend him per a contract. Expected to exceed \$50,000 ET alongside legal fees. Kecker also received a conflict waiver to represent Herrera, while re suing the City. This conflict has churned Herrera's staff, per an anonymous tipster. 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*

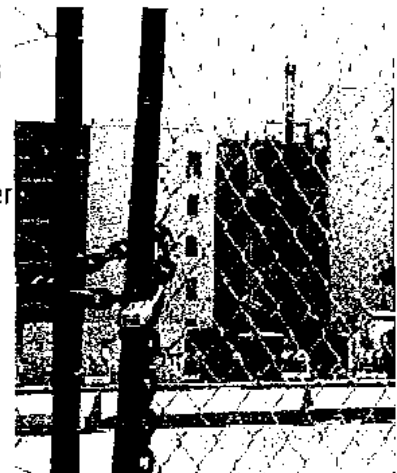
February 2015

### Outside Job:

## OUSTING LAGUNA HONDA'S C.O

By Dr. Maria Rivero and Dr. Derek Kerr

**T**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 tenure 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 contractors were \$100,000 to \$250,000, and totaling \$1.2 million. Just 17 months into its 3-year BPO, De

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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 Director 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, compete \$10,000." Such small jobs need not be advertised because City departments have "current vendor 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. totaling for jobs costing less than \$10,000. They included a \$1,010 contract to paint "Mike's safe" and "Mike's wood table refinishing." These small contracts, awarded under Llewellyn's watch, totaled 51% of Decker's Laguna Honda revenues over 3 years.

Though disapproved, big jobs can evade competitive bidding rules if broken down into projects costing under \$10,000. On 11/14/12 Decker Co. submitted 3 invoices at \$9,996 each for window projects. Had this window project been treated as a single \$29,988 contract it would have required bid and approval by the Office of Contract Administration.

A favored contractor could be told in advance about upcoming DPH projects, or informally about proposals. Hefty contracts can be won with tiny under-bids. On 1/25/11 Decker Co. secured a \$30,250 contract. Its closest competitor, RAS Engineering, had bid \$30,500. When the bid results were announced, 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 DPH contractor or a larger firm that then pays its painting sub-contractor. On 4/1/12 Turner Construction paid \$11,585 for 4 windows. The following month, Llewellyn received a proposal from Rossi Builders, a construction contractor. On 10/22/12 Llewellyn sent Rossi's proposal to Decker's Office of Contract Administration, which responded, "Thank You Mike! Hope you are well!" In May 2013, Rossi Builders hired Decker Co. as a contractor.

When funds aren't available, money can be pulled from other pots. For example, LHH can be used to pay for their jobs and vice versa. Given its enormous budget and major hospital rebuild, LHH has many money streams that can be siphoned when needed. For example, on 9/30/10, a \$3,130,000 contract was revised because LHH's CFO wanted to switch from "operating funds" to "project funds" for window services. Similarly, creative accounting may explain why Decker's BPO balance increased between 3/1/12 and 10/17/13.

When DPH Director Barbara Garcia wanted to "expedite" the renovation of DPH Clinics, the BPO balance was depleted, despite the mysterious boost to \$14,269. Nevertheless, on 10/22/12, estimates to "John Lee A-Hole" to refurbish 4 Clinics for \$235,062. Technically, any bid

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livihoods. Outsiders forced Barbara Garcia to address top level misconduct that Lagú  
for years.

*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 2014



### City Attorney's Sewer Stand-Off Needs

By Dr. Maria Rivero and Dr. Derek Kerr



Joanne Hoeper

**C**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 repl  
expense. 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 - unti  
heads 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 \$850,000 inflated by \$3,000. These \$3,000 premiums reportedly ended after a citizen complained of fraud and threatened to call the press. Moreover, that plumbing company abruptly stopped after Hoeper alerted the Claims Bureau about the FBI's warning. This sequence of events even insiders "had colluded with the plumbing company to submit fraudulent and inflated claims. She likely warned the plumbing company and tried to cover their tracks." She then surmised that the kickbacks served as kickbacks to the Claims Bureau. Whoa!

The next morning, Herrera replaced her as Chief Trial Attorney. In August 2012, he transferred her to the Attorney's Office but continued her \$202,000/year salary. Hoeper states that Herrera threatened her with allegations and failed to seek an independent audit of the Claims Bureau. In November 2013, Herrera elected, Herrera told Hoeper that she would be terminated. In January 2014, he kept his

A contrasting narrative emerges from a 35-page rebuttal by lawyers representing Herrera. Hoeper is not a whistleblower and that she was fired for "sub-par performance" related to her "refusal to be a team player" – not in reprisal for her investigation. Admittedly, he "refused to continue her scorched-earth investigation against Mr. Haase...because she had uncovered an investigation."

To receive whistleblower protections, Hoeper must show reasonable cause to believe that wrongdoing occurred. Herrera rejects her whistleblower status by declaring that her own evidence of a fraudulent scheme." He quotes this snippet from her Report: "The preliminary investigation has not revealed the sort of obvious patterns that could be expected if there was a scheme involving particular plumbing contractors in return for kickbacks." Another excerpt emphasizes that she was a conscientious, hard-working and competent employee."

Hoeper responds that Herrera selectively "misrepresents" her findings and is "deliberately covering up (his) true motivations for terminating Ms. Hoeper." She challenges Herrera to provide "replete with detailed examples of wrongdoing by the Claims Bureau." She adds that Herrera lifted from a section titled Additional Investigation is Needed that segued into "specific instances of wrongdoing engaged in unlawful acts."

While Hoeper viewed the City Attorney's handling of sewer claims as unjustified, Herrera has been City policy to accept liability for residential sewers damaged by City trees. Contrary to City policy, which was unique in paying for tree-damaged sewers, Herrera identifies other California cities that do not require homeowners to pay for sewer repairs. Hoeper retorts that, "Under the San Francisco charter of 1849, the City may set policy and only through written ordinances and resolutions." Unlike the cities of San Francisco, which 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 were... 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 for... 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 intersecret document. Herrera does admit that; "The sewer investigation prompted the City... that "outdated policies were reformed and allegations against City employees were investigated... Hoeper's attorney, Stephen Murphy, told us, "Jo's 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 who... wrongdoing by the Dept. Public Health. Contact: DerekOnVanNess@aol.com*

November 2014

## **Sweetheart Deals Revealed in Construction C Rebuild**

### Behind the Perp Walk

The mysterious June 20 expulsion of Laguna Honda Hospital (LHH) Chief Operating Officer... long roots. According to 780 pages of Llewellyn e-mails, his termination seems connected... William Decker Company/RMD Enterprise (Decker). The firm, now owned by the late founder... 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 workers... 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 obtained by the *Westside Observer* under the Sunshine ordinance.

Decker sent him a FAX detailing \$2,324 in repairs to her 2004 Silverado. Llewellyn responded. Llewellyn sent Decker an internal bulletin issued to DPH finance officers. Two months later, a financial report listing fund balances available for 8 vendors, without sending it to the office.

.....  
**... the OSLE reached a Settlement Agreement with Decker on 2/21/12 regarding any wrongdoing but agreed to pay \$28,000, including \$19,704 in back pay for employees and \$8,296 in penalties for violating the City's prevailing wage law.**

Over the next 8 months, OLSE struggled to round up records of Decker's work, particularly at DPH headquarters that included a \$13,000 renovation of Health Director Barbara Garwood's office. It occurred between OLSE and Llewellyn and his deputies; Diana Kenyon, LHH Facilities Management Buildings & Grounds Supervisor. Wherever OLSE probed, Llewellyn was made aware. When an employee sign-in sheet, John Lee forwarded them to Llewellyn noting, "thought you would be interested." Llewellyn coached Kenyon: "Here is your reply" and wrote out a generic memo.

There were other signs of Llewellyn's pervasive interest in Decker's affairs. On 1/12/12, Kenyon inquired about work done by Decker before a contract was signed. Kenyon forwarded the inquiry to Llewellyn. Llewellyn coached Kenyon: "Here is your reply" and wrote out a generic memo.

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	Chapter 6.1 Employee in used state on website and it's wa
Improper Activities by City Employees	An employee disclose a p relationship contract.

We believe the second complaint is about Llewellyn but the first one on the page may be about Llewellyn as well

raised by the City Attorney. Frustrated by OSLE's persistence, Kenyon e-mailed Llewellyn barking up now." Six minutes later, Llewellyn forwarded the e-mail train to Rachel Decker

On 2/7/12 Llewellyn sent his deputy John Lee a quote for a window project submitted in a 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-through 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 to date for bids, then cc'd Decker – not the others.

After receiving assurances from Llewellyn that Decker's jobs were "won through competitive bidding" she reached a Settlement Agreement with Decker on 2/21/12. She did not admit to any wrongdoing. \$28,000, including \$19,704 in back wages to 6 employees and \$8,296 in penalties for violation of wage law.

One week after the OLSE Settlement, Decker was awarded a \$44,725 contract to paint 1000 Grove Street. However, the Accounting Office lacked the funds to cover Decker's bid. So money was taken from a Mental Health facilities account to pay for the job. After a lengthy set of maneuvers Llewellyn was a party, funding was granted on 3/19/12. One minute later, Llewellyn forwarded the Accounting Office e-mails to Rachel Decker with the emoticon, "Funded :)". However, it took another week before the funded contract released. One minute after getting the OK, Llewellyn forwarded that settlement to Decker, writing, "Now you can schedule."

On 4/18/12, Llewellyn's Assistant, Jessica Kennedy, was trying to tie a name to a relationship. Llewellyn's deputy, John Lee, Kennedy copied an invoice with Rachel Decker's name on it. "Name on invoice." Lee rushed Kennedy's discovery to Llewellyn, adding: "OOOOOOOOOP"

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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 Llewellyn Next month, we'll explore why outsiders exposed the rot at the top of Laguna Honda Hc

*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*

October 2014

City Hall Watchdogs

## Clogged Sewers Erupt In Whistleblower Retaliation Claim at City Attorney's

By Dr. Maria Rivero and Dr. Derek Kerr



Joanne Hoepfer

**I**t's hard to ignore a call from the FBI. In December 2011, Joanne Hoepfer, City Attorney 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, Hoepfer launched an investigation. Unhappy inner circle. Seven months later, in July 2012, her investigation was quashed, she was banished to the District Attorney's Office for 17 months. On January 7, 2014, after turning While acknowledging publicly that "Whistleblowers do not fare well in this world," Hoepfer myself if I didn't speak up." So she filed a whistleblower retaliation claim with the Controller re-instatement, lost wages and other damages. True to form, the Controller referred the – the City Attorney's Office.

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No word about an independent investigation. Hoepfer's attorney, Stephen Murphy, told U claim is unnecessarily hostile; the defense that the claim was untimely is also merittless retaliation claim. We're preparing a lawsuit."

A Hastings Law School graduate, Hoepfer started out with Morrison & Foerster, a corpor Francisco. Though rising to become a partner, she was drawn to community service. Hi on civil rights abuses in Guatemala and Argentina. In 1994 she joined the City Attorney' After Dennis Herrera was elected City Attorney in 2001, Hoepfer rose to become his Chi 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 2003 Pr 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

Hoepfer prosecuted other high-profile frauds and served as an advisor to City officials. S 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 emplo to 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, Hoepfer alerted the City Attor 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, Hoepfer 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, Hoepfer informed Herrera that from 2002-2011, the City had pai 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 the

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Attorney's Office and its Claims Bureau, Society of Professional Journalists, NorCal Chapter

Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who  
DPH wrongdoing. Contact: DerekOnVanNess@aol.com or www.SFWistleblowers.com

September 2014

## Perp-Walk At Laguna Honda

By Dr. Maria Rivero and Dr. Derek Kerr



Mike Llewellyn

A 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 blocked 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 unspecified period” reply. We then contacted CEO Hirose, whose representative confirmed that Llewellyn had been placed on leave 6/2/14, but denied a raid by the Feds. We then requested any notice sent by Hirose to his departure. LHH replied “no responsive records” and wouldn’t provide answers about a preferred 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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DPH responded on 6/11/14, "any current personnel actions would be confidential." At the time of any interventions at LHH. Finally on 6/20/14, Human Resources confirmed that was "Llewellyn's employment," while the DPH divulged that CEO Hirose was "currently assuming the COO position." There were no documents announcing this important development until 6/25/14.

Although LHH is abuzz with gossip and rumors about Llewellyn's downfall, informants and hospital managers have been tight-lipped, evasive, misleading or feigning ignorance. They seem to have learned from pugnacious Communications Director Marc Slavin in June 2013, and the mysterious leaker of the Llewellyn-Klain, a former Project Homeless Connect director, hospital communications have detoured. For example, Laguna Honda's website stagnates with bogus photos, portraits of long-gone employees, and Community Events from 2011-12. The hospital's *Grapevine* newsletter is gone. Even the hospital's website is silent. Inarticulate in person, furtive and prone to flee when questioned by journalists, Llewellyn's scripted confessions. Questions about her management are viewed as threats. That's why her story is clamped under a cone of silence. It prompts questions about how much Hirose knew, and how much - why not?

Absent a coherent explanation for the departure of Laguna's COO, rumors are running rampant. Some hear that contract bids had been leaked to a favored contractor beginning in 2010. In October 2013, OIG Office investigated complaints about contracting procedures at SFGH and LHH. As of 6/20/14, "contract restrictions have been imposed on vendors doing business at Laguna Honda" per Deputy CEO 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 downfall as an ignominious finale for Laguna's #2 official who earned \$173,742 in 2012-13. Llewellyn came to LHH from SFGH where he had toiled as an undistinguished but bossy engineer since 1991. He rose to the top of his career as Maintenance Supervisor in 2006. In 2008, he was hauled into LHH as Facilities Director. He replaced CEO, John Kanaley, and former Health Director Mitch Katz, who wanted to stuff LHH with his own people. Katz had previously dispatched Kanaley, another lackluster SFGH engineer, to "kick son out of the house" in a revolt against the 2004 Flow Project. Predictably, CEO Kanaley found himself over his head and related heart attack in March 2009 at age 51. Katz then fingered an obese Mivc Hirose, who had the requisite SFGH pedigree, to fill Kanaley's boots. That would enable Katz to plan to replicate Kanaley's Big Daddy demeanor - within Laguna Honda's inner circle.

In November 2009, an under-qualified Mike Llewellyn snagged the COO position "because he was the only one" 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 Kanaley. He had been forced out for protesting the closure of LHH's Adult Day Health Care program. When he was installed, Hirose and Katz temporarily foisted SFGH's clueless COO upon Laguna Honda. Llewellyn proclaimed a "Solid Free Summer at Laguna Honda" - a paternalism that sparked outrage.

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managers with *apparatchiks*. Society of Professional Journalists, NorCal Chapter  
Llewellyn's implosion exposes the fault lines under Laguna  
Hirose's tenure.

*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*

### **"Integrating" Obamacare at the July 2014**

**By Dr. Maria Rivero and Dr. Derek Kerr** .....

**T**he Department of Public 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 SFGH in 2009. Another dud was Laguna Honda's multi-million dollar Acute Rehabilitation Unit. DPH's 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 Di



.....  
**Reimbursement means that SF General Hospital can charge the \$6,716/day ...Laguna Honda Hospital charges an average of \$968/day. There is a pressure to unload non-paying SFGH patients into LHH regardless of the benefit from the transfer."**

SFGH, LHH and 14 City Clinics all spend more than they earn. Therefore, they rely on City of San Francisco center of fiscal hemorrhaging is SFGH whose operating costs comprise "more than 50% of the City Controller's Office. Historically, SFGH has lost millions due to sloppy billing practices. Hospital specialty clinics like Dermatology and Psychiatry collect no revenue as they "find it too

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To grow the Network, DPH must pursue and secure managed care contracts with Kaiser, though none had materialized as of late 2013. For Laguna Honda, the plan is to increase 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 purchased. Budget Proposal for 2013-14, allocations for SFGH will rise by \$225 million plus \$17 million. HMA admits that all this growth and integration "will be reducing the number of face-to-face visits, adding that staff "must convince (patients) that changes are for them." HMA's "Community Outreach" "generate a groundswell of DPH staff support." Its effectiveness will be gauged by staff surveys to measure "employee engagement" with the integration agenda. Unions will be persuaded that "better than layoffs."

"Integration" struck Laguna Honda a decade ago when top LHH executives were replaced after a staff revolt against the 2004 Flow Project. The next step, per HMA, is to merge LHH with SFGH. Then, SFGH can pour chaos and costs into Laguna Honda without resistance. In the "Executive Council" is set to "facilitate integration" and "client flow." HMA emphasizes that the needs are the integration of Rehabilitation and Psychiatry services with SFGH. "Amazing population feature" of SFGH is a "high incidence of behavioral issues." No problem; "Merge Behavioral Health Skilled Nursing Facility to Laguna Honda is a significant improvement from a patient perspective."

Reimbursement means that SFGH can charge the average patient \$6,716/day until they stop. When patients cannot be quickly discharged home or to a nursing facility, they are a burden due to a 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 care.

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, LHH is a last resort. Paradoxically, an HMA marketing analysis envisions: "Laguna Honda will become another magnet for seniors if seniors believe that access to Laguna Honda and other long-term care programs are available." To increase flow from SFGH, Laguna Honda is cutting patient lengths of stay by 12% to increase referrals this year. So, the DPH is looking to "subcontract to private long-term care partners."

Although LHH was rebuilt as a sanctuary for "Old Friends," it's becoming a colony for young people and paying SFGH patients. Elders in need of long-term care are burdens in the corporatized system. Obamacare promotes patient choice, but Laguna Honda will only be a choice for patients who can pay for long-term care.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were wrongdoers by the Department of Public Health. Contact: DerekOnVanNess@aol.com*



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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 competit

As of January 2014, 56,000 of 84,000 uninsured San Franciscans have signed up. The k 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 & 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 pre 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 ma 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

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largely driven by San Francisco General's operating costs, which gobble up one-third 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

*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*

May 2014

### Sinking Sources

## The Controller's Whistleblower Pro

By Dr. Maria Rivero & Dr. Derek Kerr

**I**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 sh 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

While shunning whistleblowers because "the program must conduct its investigations ( collaborates with targeted City departments. Most complaints are referred back to ther instances when the WBP independently conducts an investigation, department heads a

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Commission, after having reported 17 cases last year. Omitting retaliation claims make has ever been sustained.

The Annual Report also announced an "updated" online Complaint Form. The form is no tips. No complaint can be submitted without checking off: "I certify that all of the statements are true, complete and correct to the best of my knowledge. I understand that...the Com persons...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. The 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 System 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 Satisfaction 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 disgi their 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.

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April 2014

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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 contingency" program. The 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 ethnic 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 Honda "Old Friends" who can no longer care for themselves? Where do 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 hospital didn't return to its prior levels. Before the new building opened in December 2010, a revival was launched.

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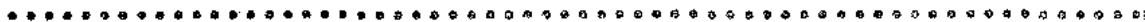
shipped to out-of-County nursing homes. Since SFGH serves a much lower percentage of elders than the 13.7% living in the City, the new LHH will likely serve. The infirmities of old age, including poverty, persist. The number of City nursing home known own 2012 "Community Health Status Assessment" warns that; "...the population over age 65 is projected to grow to 11% by 2030. The projected growth in San Francisco's aging population has implications for long-term care options..."

No matter. As Patrick Monette-Shaw reported in the June 2013 *Westside Observer*, LHH 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 not provided. Patients with a police-hold are admitted.

Given the dramatic drop in elders and women served by Laguna Honda, what happens to those who need longer care for themselves? Where do they go? Who checks whether the care they receive is what the new \$585 million Laguna Honda provides?

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were fired for wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

March 2014



## **FEAR and FAILINGS at LAGUNA HONDA**

Employee morale is a key driver of quality of care in hospitals. In April 2010, one month into the tenure of CEO Mivic Hirose, Laguna Honda Hospital (LHH) commissioned 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, and 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 plans, 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", "Fair", or "Poor". Good indicate satisfactory, while Fair and Poor show dissatisfaction.

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	2%	21%	29%	48%
Assistance with Job Stress				
Communication by Supervisor	15%	31%	32%	22%
Appreciation of Supervisor	12%	27%	28%	34%

presented to the Health Commission. No remedial plan was announced and no follow-up did not renew its contract with the surveyor.

However, in July 2013, LHH hired the market research firm Corey, Canapary & Galanis (C survey. In his contract proposal, VP Jon Canapary slyly promised, "We respond to the 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 contractor in healthcare surveys. It does, however, have political polling experience, having assisted Mayor" campaign. Its motto is; "Ask the right questions, and you get the real answer."

**...this Employee Satisfaction Survey, obtained via a public records request, was 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 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. Contact: DerekOnVanNess@aol.com*

*DerekOnVanNess@aol.com*

**Dr. Maria Rivero & Dr. Derek Kerr**



## BLOWING OFF WHISTLEBLOWERS THE ETHICS COMMISSION

**T**he scandal encircling the Georgia State Ethics Commission is a wake-up call for Ethics investigators were removed after inspecting Governor Nathan Deal's campaign were told to alter documents about the case, and met retaliation when they refused can be as perilous as reporting it. Dodging tips about governmental wrongdoing can ex Commissioners alike.

On January 15, 2014, the Georgia State Ethics Commission (Ethics EC) has steadfastly deterred and dismissed whistleblowers.

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complaints only — "in writing and submitted on a form specifically provided by the Commission. See their *How to File a Complaint* guidelines. Further, formal complaints must identify "the person or persons violated." Few tipsters have this legal knowledge. All other complaints, whether delivered by e-mail are declared informal. And, we are warned, Ethics has "no obligation...to process informal complaints. They can be tossed. Even if complaints do reach the Factual Investigation stage, prospective tipsters are required to interview complainants — the gold standard for investigations. Instead, Ethics only does an "interview of the respondent and any witnesses." The reason for this bias, as Director St. Croix's report says, is that respondents are more likely to provide "exculpatory information."

Empowering staffers at the expense of whistleblowers was a weird outcome of demands for more oversight by Commissioners Eileen Hansen and Joe Lynn in 2005. Because of confidential informants, the public has no assurances that staff is carrying out its mandate." In his July 2005 report, St. Croix disclosed dismissed and settled cases in Enforcement Summaries, and to categorize information in his monthly Director's Report. However, St. Croix's July 2006 follow-up report, *Investigation into the Ethics Commission's Process*, took a different course. It lobbied for "streamlining the process" via more staff autonomy and less transmittal of information. The Commission approved the plan 4 to 1 in August 2006, with Hansen dissenting. The Ethics Regulations include goal #6; "Delegating to the Commission staff the maximum number of resolutions of complaints at staff level, while retaining oversight of staff activities." As explained in the *Westside Observer*, that oversight is illusory.

Given maximum discretion, staff explain *How to File a Complaint* on the Ethics website: "Complainants are aware that the Ethics Commission's Regulations...provide that a person accused of a violation...will be provided with a copy of the complaint." Reassuring? Not for whistleblowers. Plus it's not in the Regulations, Sec. XII.B.3, state that the Director "may provide a copy of the complaint to the complainant to the conduct of the investigation." Importantly, the *City Charter Appendix C3.699-13* requires that the Commission provide respondents with "a summary of the evidence" — not a "copy of the complaint." Big difference. Whistleblowers can identify whistleblowers by the details given and the grammar used. Although the option of a summary is offered, it comes with the off-putting proviso that Ethics staff are "not required to process informal complaints."

Equally inhospitable from the current Ethics brochure: Ethics "investigates complaints and resolves all complaints filed with the Ethics Commission." Not so. When the Whistleblower Protection Act was passed in February 2002 — as recommended by the Commission itself — Ethics took responsibility for retaliation claims against whistleblowers who filed complaints within their own departments, as well as to the District Attorney, the Attorney, the DA and the Ethics Commission. By wrongly shrinking Ethics' jurisdiction, the Commission has discouraged complaints. Worse, Ethics staffers may be dismissing valid retaliation claims based on technicalities. Maybe that's why Ethics averages just 18 investigations a year. For example, the Commission's report tells us that "staff resolved 20 cases" and "This number does not include the myriad of

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lost. After referring tips to the City or District Attorneys, St. Croix has waited up to 9 months "duplicate law enforcement investigations." However, the passage of Proposition E in 2012 "investigate complaints before investigations by the City Attorney or District Attorney" by the DA or City Attorney does not prevent Ethics from investigating concurrently; politeness. In sum, the Ethics Commission deters reporters of government wrongdoing. Until reform is 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 exposed wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

December 2013

## Detering Whistleblowers

**W**e previously reviewed how the Ethics Commission (Ethics) "dismissed" whistleblower retaliation complaints. But getting rid of whistleblower claims doesn't stop whistleblowers. 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 on Andrews' adulation of said legacy was based on schmaltz rather than his own observations. Though viewed as a phantom by Ethics watchdogs, Andrews portrayed himself as engaged. For 2 years, a fawning Commissioner Dorothy Liu had showered thanks and praise on her Ethics responses credited her with more virtues than she possessed. By reframing this flattery as "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 review of evidence" and could "offer no conclusions" about tainted contracts.**

When asked by Supervisor Malia Cohen to showcase his aptitude for managing control over how he led his agency to move downtown despite staff concerns. No mention of the 3rd Legal Director – and whistleblower – Jane Gelfand (*SF Weekly May 22, '13*). Since Ethics Commission whistleblower retaliation claims, Andrews cast a pall over his candidacy by hiding his own. Yet Supervisors Norman Yee, London Breed and Cohen selected Andrews over Hulda C.



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In February 2012, Paul Renne, husband of former City Attorney Louise Renne, was appointed 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 ballooned 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 an Ethics meeting by dismissing public criticism of Ethics Director John St. Croix as "*all our 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) whistle-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 2012, she was commissioned by the SFHA to conduct an "independent investigation" as part of a 2-year "Legal Services" for up to \$195,000 yearly. According to the SFHA, as of late May 2013, she had spent totaling \$174,560. For this payout, Renne labored like an elephant, and brought forth a report of interviews, she issued a 5-part, 112-page "limited, preliminary review" that "did not find any conclusions" about tainted contracts. How much would a full, final review cost? In contrast, a Budget Analyst cost \$162,000 and found that contracts "*were handled so poorly as to give rise to favoritism.*" Renne also chose to "*express no opinion about...unlawful discrimination, harassment, and unprofessional conduct*" and a single instance of "discriminatory conduct" by former SFHA staff. Having been black-balled by Louise Renne, the SFHA whistleblowers bypassed Commission and took their retaliation claims directly to Superior Court.

Priorities also serve as deterrents. Initially, Ethics handled complaints on a first-come, first-served basis. Whistleblowers had a chance, even though campaign finances garnered more attention than ethics. ever-increasing mandates. That's why its resources steadily grew, from an operational budget of \$1.5 million and 10 staffers in 1994, to \$2.45 million and 18 positions in 2013. But all along, Ethics lamented under-resourcing was nettlesome between 2003 and 2008 when Ben Rosenfield was the Controller. In 2008, Rosenfield was appointed Controller and promptly cut 41% from his Whistleblower Commission. Commissioners had lobbied for more funds, to no avail. It took a 2004-05 Civil Grand Jury report on Ethics Commission Budgeting and Staffing Issues, to wrangle an extra \$326,000 from the City. By then, whistleblower cases were being buried. When whistleblowers arose among their staff, Mabel Ng and St. Croix took it as insubordination. Fortunately, the Society of Professional Journalists awarded Freedom of Information awards to Ethics whistleblowers: Joe Lynn in 2003, then Oliver Luby and Mabel Ng in 2013. Potential whistleblowers had gotten the message: stay away from Ethics.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital when they were whistleblowers.*

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"dismissing" complaints, resulting in a 100% denial of Whistleblower Retaliation

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 issue letters of advice without vetting by the DA and City Attorney. We can infer why whistleblower 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..." The City Attorney has a duty to defend City officials. Since Sunshine complaints are all directed at City officials, complainants find themselves opposed by City Attorneys who coach Ethics staff. For example, the Director requires the Director to send "a monthly summary to the Commission of each complaint and the reason for dismissal." Unfortunately, the Director and City Attorney calculate how little information shall comply with the confidentiality provisions of the Charter." Blunders are often disguised in confidential summaries — especially bungled whistleblower investigations where oversight is illusory. A July 2006 Staff Report revealed that Commissioners rubber-stamp 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 City Attorney's Executive Director in his decision to dismiss a case." Like Sunshine complaints, Whistleblower complaints against City officials. That's why they're always dismissed. In government misconduct cases, Ethics referrals to the City Attorney's wangling.



.....  
**Ethics Executive Director John St. Croix admitted that 14 of 27 Sunshine complaints were dismissed based on advice from the City Attorney's Office..." The City Attorney has a duty to defend City officials. Since Sunshine complaints are all directed at City officials, complainants find themselves opposed by City Attorneys who coach Ethics staff.**

Ethics referrals to the District Attorney's Office offer little hope for whistleblowers. Our case against the Department of public Health contracts sat in the DA's Office for 9 months. After we confronted and interrogated former Health Director Mitch Katz, then referred our case back to Ethics. The City Attorney's Office wouldn't release any information about its findings. *CitiReport's* 3/8/12 article: *Gianni's Sunshine Referrals* described similar disregard with seven Sunshine complaints that Ethics handled from 2009 through 2011. In each case, Ethics had asked the DA "whether your office will pursue the case" and requires a response "in writing" within 10 days. Neither the DA nor Ethics could provide a response. Apparently, Ethics referrals to the DA are also D.O.A. — whenever citizens find fault with

# WESTSIDE OBSERVER

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...SOCIETY OF PROFESSIONAL JOURNALISTS, ...  
SF Staff Report adds that "since 2011 staff has conducted a much more extensive preliminary review 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 allegations are not probable cause to believe that any violation occurred." Most complaints - including retaliation complaints - are euthanized under this system - because fewer complaints will be investigated, and only investigated cases are publicly reported. There's no provision for discarding complaints, though it's been estimated that 45 complaints in 2004, St. Croix tossed an undisclosed number of "non-viable" cases. The Director portrayed the maneuver as "closing investigations that are unlikely to be resolved."

Occasionally, the Director opens a "formal investigation." This route usually ends in dismissal. Before 2011, dismissals were automatically endorsed - unless two Commissioners reviewed the request. After the Grand Jury's scathing report, Ethics lowered the review threshold. Alarmed by an "abdication of oversight responsibilities," the Jury also urged Commissioners to "investigate all complaints recommended for dismissal." They refused. By staying a course that nullified the process, 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 reported DPH wrongdoing. Contact: DerekOnVanNess@aol.com*

October 2013

## ETHICS COMMISSION TO WHISTLEBLOWERS

**T**he City Charter directs the Ethics Commission (EC) to investigate Whistleblowers. Since 1995, all have been Dead On Arrival. Diagnosing why they are dismissed is hard, however, the notion that 100% are invalid is implausible. Like others, our retaliation complaints were dismissed, and then validated in litigation, resulting in a \$750,000 settlement and many Whistleblower Rights for Laguna Honda Hospital executives. Most likely, Ethics rejects Whistleblower complaints automatically or intentionally. We can infer how it's done by dissecting other complaints.



.....  
**Such was the "culture of failure" described by the late Joe Lynn, a 5-term Commissioner who then served as Commissioner from 2003-2006 ... Lynn begins**

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time; we had less staff and there were a lot of things we weren't doing. Although we 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-

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 see Summaries. Such invisible, untracked referrals multiply opportunities for white-washes

A sure-fire way to neutralize retaliation complaints is to refer them to Human Resources Supervisors drafted the Expanded Protections for Whistleblowers Ordinance in 2002, it follows; "The Ethics Commission may refer matters to the Department of Human Resor concerning reinstatement, restitution and discipline." Ominously, those crucial last 5 w 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 c failure" described by the late Joe Lynn, a 5-year Ethics Officer who then served as Comr an August 2007 Fog City Journal series titled; They're Back – Ethics Resumes Meltdown "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 investigati 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 Suns the Sunshine Ordinance Task Force (SOTF) to Ethics for enforcement. These have beer 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 investigati exculpatory information that's involved in talking to complainants...it's generally the res information..." Interviews were reserved for accused officials and City Attorneys repres SOTF members and their audio-taped Hearings were disregarded. Warranted investigat

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shrewder, more detailed and oppositional analyses! Alarmed by ongoing denials of 186 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 retaliati

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](mailto:DerekOnVanNess@aol.com)

September 2013

### WHISTLEBLOWERS

**By Dr. Maria Rivero & Dr. Derek Kerr**

## The First American Whistleblow

**O**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. 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 Isl of Independence. His son John was captain of the Warren. His flagship flew his person



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Virginia" and attack the British fleet, he sailed to the Bahamas instead. There, he succeeded in capturing a British depot, but later allowed enemy frigates to escape unchallenged from U.S. waters. Rarion being anchored "in a total state of inactivity for Several Months...therein they could not defend themselves". Hopkins struggled to recruit sailors, who made better money with privateers than with British prisoners, giving them a choice to man his fleet - or be "placed in irons" and starved. He "treated prisoners in the most inhuman & barbarous manner."

On February 19, 1777, just seven months after the Declaration of Independence, the first Whistleblower Complaint: "We are ready to hazard everything that is dearest, and if necessary the welfare of our country...We are personally well acquainted with the real character and conduct of commodore Hopkins...we (are)... sincerely and humbly petitioning the honorable Marine Committee to enquire into his character and conduct for we suppose...he has been guilty of such crimes in the publick department he now occupies..." Marine Captain John Grannis was picked to write the petition from Rhode Island to Congress in Philadelphia.

At the time, there was no First Amendment to uphold freedom of speech. Whistleblowers in a country at war, insubordination was threatening. Yet, complainant Grannis was treated with respect, interviewed, not arrested. A Congressional investigation was conducted without secrecy.

*"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 States?"*

A: "I have heard him at different Times...speak disrespectfully of the Congress...that they were ignorant who did not understand their Business...that they were a Parcel of Lawyers Clerks, that they would ruin 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...whether they would answer No...Orders from the Commodore (were) to put them in Irons, to keep them in some prisoners...were forced to do Ship's Duty by Commodore Hopkins Orders, and he would not when a Cartel was settled and other prisoners were exchanged, but don't know that it was assigned for not exchanging them was, that he wanted to have them enlist on board the Ship."

Q: *"Commodore Hopkins is charged with being a Hindrance to the proper Manning of the Ship, do you know relative to this Charge?"*

A: "I think him unfit for command...his Conversation is at Times so wild and orders so unreasoning that I thought he was not in his senses...it is generally feared that his Commands would be so foolishly lost. The Character that Commodore Hopkins bore was a great Hindrance to the Service."

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suspended from his command in the American Navy.

Outraged by the "unjust and false complaints" filed by his subordinates, Hopkins retaliated against the "prime mover," a Lieutenant Marven, an associate of Thomas Paine, who had been leaking that France was supporting the Revolution. Interrogated by both Hopkins, father of the "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, upon January 1778, Hopkins sued all ten whistleblowers for "criminal libel," demanding 10,000 dollars. 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 served their duty." Their appeal was read before Congress on July 23rd and another investigation ensued.

On July 30, 1778, the Continental Congress passed America's first Whistleblower Protection Act. The Founding Fathers in Congress understood the dangers of retaliation, and criminalizing whistleblowing during a wartime budget crisis, and National Security concerns, they noted that the whistleblowers were in the service of the United States." Therefore, Congress "Resolved, That the reasonable expenses of the whistleblowers be defrayed by the United States." Further, the whistleblowers were furnished, without charge, with a personnel file, and all records of "the proceedings of Congress upon the complaint of the whistleblowers, Hopkins, Esq." Armed with funds for attorneys and depositions, plus investigative files of the President John Hancock and others," they were vindicated by a Jury. Hopkins was ordered to pay 1779, Congress disbursed \$1,418 for the whistleblowers' legal fees, "to be paid to Mr. Shaw. Congress granted his Navy pension, despite his court-martial for being a detractor. A decade later, the "Right to Speech" and the "Right to Petition" would protect the people, the Founders enshrined the First Amendment of our Constitution.

*Acknowledgement: Research by Stephen M. Kohn, Esq., Director of the National Whistleblower Center (www.whistleblowers.org) inspired this article. see: whistleblowers.org/index.php?option=com\_content&view=article&id=1251*

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were exposed to wrongdoing by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

July-August 2013



READ-END FOR WHISTLEBLOWERS:

**THE ETHICS COMMISSION**

**By Dr. Maria Rivero and Dr. Derek Kerr**

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condition, with faces ranging from the Society of Professional Journalists, NorCal Chapter, 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 Director prosecutions. Instead of receiving designated funding, Ethics must plead with City Hall Commissioners are appointed by the Mayor, Board of Supervisors, District and City Attorney Assessor. Fawning candidates prevail. In April 2011, the Board had to fill the EC seat through general public.” Dorothy Liu, an employment attorney with a large firm that represents City appointment by promising; “I would respect the integrity of the Board, for certain. I would all of you about issues that need to be addressed.” Predictably, complaints that touch City Commissioners and approve its budget go nowhere.

.....  
**The failure to enforce the Whistleblower Ordinance makes it meaningless – a trap for trusting tipsters. Worse, non-enforcement forces whistleblowers to 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; “confidential because investigations and enforcement matters impact the lives and livelihoods of residents lauds the City Attorney, whose duty is to defend City officials, as the “higher authority” is Citizens who criticize his habitual dismissal of ethics complaints are labeled “believers in Ethics adjudicated a Sunshine complaint against St. Croix in October 2012, citizens were conflicts of interests. Unaware that bias is ubiquitous and often sub-conscious, Commission City 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 City Attorney says so - and “as long as...we feel that we have an open mind.” This responder whistleblowers claims. That’s one reason retaliation persists.

Building upon respondent bias, Ethics has rendered whistleblowers, and retaliation, invisible around 2004 when the Whistleblower Hotline was transferred to the Controller’s Office,



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But the next month, it was given by the Society of Professional Journalists, NorCal Chapter

The opacity spread even farther, in defiance of Article IV that requires Ethics to annually report "the number of complaints received", (b) "the type of conduct complained about", and (c) "the number of referrals to other agencies disappeared, though they had amounted to as many as a "type of conduct" had been quashed. By 2005, Annual Reports deleted the count of referrals, but the number still appeared in the Director's Monthly Reports until August 2011, when the number of referrals was replaced by the sum of pending investigations.

Once invisible, whistleblower retaliation complaints are easily buried. Rarely has Ethics reviewed more than one a year. Meeting minutes for December 2001 show that 7 whistleblower retaliation complaints were 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 has reviewed "16 years we've been in business." Again, one a year. He added, "When investigated, some were sustained. Others could not be proven." In other words, all were rejected. It's intriguing, however, that only 2 investigations listed in Ethics "Enforcement Summaries" between October 2004 and August 2011 were sustained. That's just 2 in 8.5 years – a lot less than one-a-year as St. Croix implied. Whistleblower retaliation.

Clues rolled in after we protested the City's failure to monitor whistleblower retaliation. Ethics was required to report outcomes of retaliation cases to the Controller's Whistleblower Program. Sudi went up. The Whistleblower Program's 2011-12 Annual Report shows that Ethics reviewed 20 retaliation complaints in 2011-12. None were sustained. Amazingly, however, Ethics was now reporting 20 retaliation complaints, up from one per year. No explanation for this startling 20-fold increase – despite our inquiries. All 20 were investigated and noted in Ethics Enforcement Summaries for 2011-12. The other 16 were not reviewed.

At the November 2012 CGOBOC meeting, Rebecca Rhine strained to downplay this surge in retaliation claims, saying, "...retaliation for any number of other activities, but not claims of retaliation for being a whistleblower." Ethics' jurisdiction covers whistleblower retaliation complaints, and since the Whistleblower Program, why would they be anything other than whistleblower claims? Retaliation is defined as adverse employment actions for engaging in legally protected activities – most of which are whistleblower claims about misconduct. The spike in retaliation claims, and their relentless dismissals, must be investigated.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who were wronged by the Department of Public Health. Contact: DerekOnVanNess@aol.com*

June 2013

## Oversight Disregarded



*Dr. Maria Rivero and Dr. Derek Kerr*

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Since 2004, CGOBOC has struggled to keep up with a slew of 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 media tips, and retaliation, related to Laguna Honda's Patient Gift Fund scandal. So in July 2010, a 3-member "Standing Committee on Audit Review" to better oversee the Whistleblower Program was formed. The 2010-11 Civil Grand Jury report; Whistling in the Dark – the San Francisco Whistleblower Program dawdling 7 years before getting it organized. The Grand Jury characterized their oversight 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 oversight. Campaigning for Supervisor while serving the Committee.

**In the past 6 months, taxpayers forfeited over \$1.76 million to settle retaliation lawsuits. Why pay, when we have a Whistleblower Program, a Whistleblower Protection Ordinance, and an Ethics Commission that dismisses every complaint?"**

Disinterest in whistle-blowing also impaired the Committee's oversight. This is apparent in the Annual Reports. In the five Reports between 2003 and 2007, their role with the SFWP is covered. In 2007, they forgot to assign a liaison to work with the program. The Annual Reports from 2008 to 2012, they mention work with the SFWP in one short paragraph, amounting to 2% of the text. Meeting minutes are sparse. In the 8 years between July 2004 and June 2012, it met 36 times. Ten of those meetings were with the SFWP Director. But in only 3 did Committee members make comments worthy of entering the minutes. Discussions came after we criticized the Whistleblower Program.

Like Yin and Yang, CGOBOC's disregard of the Whistleblower Program dove-tailed with its lack of transparency. Information from it. A tolerance for data-hoarding is most obvious in a 3-year period from 2008 to 2010. The Committee accepted just two formal presentations by SFWP Directors. Without explanation, the SFWP cut public reports from two to one a year in 2009, thereby reducing oversight opportunities. As a rare show of engagement in January 2009, Committee member Robert Muscat challenged the SFWP Annual Report, compared to "...all the kinds of activities in the City worthy of reporting." The Committee then ordered a "more comprehensive and substantive list of complaints – a

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In his July 2011 response to the Grand Jury, Controller Ben Rosenfield wrote: "an official Audit Review Board...regularly receives updates and provides feedback on overall program's policies and procedures, and provides feedback to program staff on individual of this recorded in Committee minutes or Annual Reports? Notably, Rosenfield's claim of announcement by then-Chair, Abraham Simmons: "As you know, the Liaison has never been 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 Committee discussed the Whistleblower Program at over half the meetings I have attended in the past. Selby had been a member since July 2009 - for 2 years and 3 months - not one and a half during her first year show just one item about the Whistleblower Program - in July 2011 subcommittee to facilitate review of whistleblower complaints." That decision came after Laguna Honda's Gift Fund abuse. Subsequently, every discussion about the SFWP was in media coverage, or Grand Jury criticisms.

CGOBOC members have generally been open to public comments, but hesitant to act, especially in 2002, the Committee has amassed \$1,080,865 to audit bond expenditures. This pile of money over years, according to its 2011-12 Annual Report. No independent auditors were hired. Since we were asked to assess the Whistleblower Program, although there are ways to get professional help. Bylaws allow for a "Special Subcommittee" composed of: "members of the Committee and other persons." In years, no public experts have been recruited.

The Charter empowers the Committee to "recommend departments in need of comprehensive review" and even recommended a whistleblower satisfaction survey. In the past 6 months, taxpayers have settled 3 whistleblower retaliation lawsuits. Why pay, when we have a Whistleblower Protection Ordinance, and an Ethics Commission that dismisses every retaliation complaint and its mission and recommend an audit.

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May 2013

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political interference. Still, oversight succeeds when it is knowledgeable, independent, & service. Surprisingly, oversight of the SF Controller's Whistleblower Program (SFWP) was 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 CGOBOC 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 Honda under-scope and over-time replacement bond project. The City wanted independent city 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 receive/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 assist all of its aid came from the Controller. For example, its Committee Assistant is the Con secretary. 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-relat 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

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Compared to CGOBOC's Charter mandate, this guidance eroded its oversight. The second 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 of the SFWP was withheld. In January 2005, over a year after the passage of Prop C, CGOBOC to serve as "Liaisons" to the Whistleblower Program. But minutes of the April 2006 meeting mechanism was hobbled; "...the City Attorney's Office noted that two members of the Committee meet with staff of the Whistleblower Program, monitor its progress and report back to the City Attorney's Office suggests that only one member interface with staff rather than two members. A Liaison couldn't confer with anyone, other than the SFWP Director, for the next 5 years. CGOBOC presented only one substantive report about the SFWP, in April 2005. CGOBOC's construction meddling lasted until late 2010. That's when the Laguna Honda Gift Fund scandal and the investigation spurred a show of diligence and responsiveness. After we protested the scandal, 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 Rosenfield in January 2011. He was immediately hustled to volunteer as the sole Liaison to the SFWP for an unprecedented review of the Whistleblower Program. No one objected to Madden as the Liaison to Rosenfield. It would have been gauche because CGOBOC's then-Chair Abraham Simmonds, a former Supervisor, had publicly endorsed Rosenfield to fill Mayor Newsom's unfinished term. CGOBOC was the City's Assistant Controller in the late 1990s.

So at the April 2011 meeting, Madden reviewed just three investigations, each hand-picked by Lediju. Oblivious to selection bias, Madden praised Lediju for her help. He skipped the Laguna Honda Patient Gift Fund case; "I did look at the Audit Report in that particular case and came back on it. I did some review." Madden likened whistleblowers to folks who "fink on their backs" or "retaliation to "putting sand in your sandwich" or being "moved to a smaller cubicle." There were no problems with the Controller's Whistleblower Program.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital. Contact: DerekOnVanNess@aol.com*

April 2013



## Exhuming Whistleblower Complaints

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## James Madison Freedom of Information Award Society of Professional Journalists, NorCal Chapter **Health Department contracts that eventually recovered \$430,000 fun- dunted to the Ethics Commission, the City and District Attorneys, in 26 months, even though the Controller is charged with overseeing**

SFWP Manager Steve Flaherty jolted the 11/29/12 meeting of the Citizens' General Obligation 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 was 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 department compliant managers to the Board of Supervisors. Plus, the Controller must have orchestrated those 18 frozen cases.

Buried complaints are predictable because the SFWP outsources most investigations to in the complaint. That was a key finding in the 2010-11 Civil Grand Jury report: "Whistleblower San Francisco Whistleblower Program". Though the City Charter requires the SFWP to "track what really happens: "(A complaint) goes to another department to investigate. The other 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 to 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 were lost for years. For example, our tips about tainted Health Department contracts that eventually taxpayers were fun- dunted to the Ethics Commission, the City and District Attorneys, then funded even though the Controller is charged with overseeing City contracts. Further, the Charter 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 among two part-time auditors, is part of the Controller's City Services Auditor (CSA) division. Because 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. Rosenfield the number of staff required to provide a meaningful body of work, rather than spend as much as it's available," then promised to ramp up hiring. But overall staffing had fallen, while SFWP last year - to 344. How did the SFWP close 70% more cases - plus 18 mummified complaints?

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... requires the USA to... 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. Figu challenge – and what to do with the data that is reported back.” Well, the Controller’s C 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 co 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 in interest, individuals should be encouraged to report...possible violations of laws, regulati 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 rejuvenated the Civil War-era False Claims Act (FCA) expressly to improve rewards for

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The fraud-driven collapse of the U.S. financial system in 2008 pushed lawmakers to rev just 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 n 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 p 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. Th 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 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 whistl 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



# WESTSIDE OBSERVER

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and those who are considered by the Society of Professional Journalists, New York Chapter

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 orchestrated obedient employees are preferred over honest ones, City whistleblowers won’t be rewarded

Fortunately, most whistleblowers aren’t driven by monetary rewards. But they do need a The SFWP offers neither, much less incentives. One option is to offer “Public Service Awards deliver high-value tips - and who desire such recognition. Such awards would reduce the 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. They wrongdoing. Contact: DerekOnVanNess@aol.com*

February 2013

## High-Jacking the Whistleblower Program

*Dr. Maria Rivero and Dr. Derek Kerr*

The SF Controller’s Whistleblower Program (SFWP) emerged after voters passed Prop C. 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 million amounts to 32% of the Controller’s Office budget, and is misleadingly called the “Control show that since 2005, CSA spent \$567,210 on 21 contracts for staff training and technical 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 wrongdoing and liability. Within this paradigm, whistleblowers bring risk, City officials and confidentiality can limit risk by hiding misgovernment and sharing**

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 run

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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, t 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 Harrington 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 Harringt 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 announ 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 processec 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 st 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 i

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Since 2008, the SFWP has been sapped and rendered into a clearinghouse for "risks." By the SFWP side steps looting, self-dealing and retaliation.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who exposed 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 public reports. Though brief, they gave examples of investigated complaints, substantiated or not. Real complaints were not substantiated. Starting in 2006, investigated City departments were noted. Whistleblowers were 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 are "swept under the rug." Yee proposed Senate Bill 1336 in February 2009, requiring disclosure of substantiated complaints, the action taken, and the outcomes of allegations. Since then, SB 1336 has been eroded in committee and by the Controller, auditors and Unions, among others. The clause requiring disclosure of unsubstantiated complaints was the first casualty. Disclosure of unsubstantiated complaints remains discretionary State-wide, and unobtainable in San Francisco.**

Something changed in 2009. Public reports were cut from two to one a year, and loaded with "confidentiality." Names of implicated City departments were replaced by generic terms like "department manager." Such generalizations can hide mismanagement in a City with so many employees. "Unsubstantiated" case reports were deleted, though they outnumbered substantiated ones. Some departments may have harbored scandals. For the first time, the SFWP disclosed that it had "facilitated" 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, benefits and expenses were surreptitiously cut by 41%. At an April 2009 meeting, the newly-appointed SFWP Director announced "The Whistleblower Program is being revamped." Nothing more was disclosed. Likewise, and

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for SFWP Manager Steve Flaherty in 2010-2011. That budget barely covered one full-time 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 2011 “San Francisco Whistleblower Program Comes Under Fire”; and the July 2011 Civil Grand Jury report “Dark – The San Francisco Whistleblower Program.”

In September 2011, Sunshine activist Mel Shapiro won a Superior Court ruling that San Francisco “must disclose any report of an investigation that has been substantiated.” These events were reported in 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 was added. Previous practice, anonymous rather than identified tips were encouraged. Anonymity cut off follow-up contact, and lower the odds of full investigations. The number of anonymous tips was disclosed. Nothing about the 43% of complaints deemed “unsubstantiated” was disclosed.

This level of secrecy exceeds the confidentiality granted to Whistleblower Hot-Lines by the State. While the identities of whistleblowers, witnesses and subjects are protected, State law requires the release of a report of an investigation that has been substantiated, or to release any findings resulting from an investigation that are deemed necessary to serve the interests of the public.” Since 2007, the public interest in knowing why so many complaints are unsubstantiated. In comparison, the “San Francisco Whistleblower Program” does a better job. There, the Board of Supervisors gets twice as many complaints received – including unsubstantiated ones – along with investigative findings. State Senator Leland Yee asserts that whistleblower complaints are often settled and “proposed Senate Bill 1336 in February 2012 to identify subjects of substantiated complaints and outcomes of unsubstantiated allegations. Since then, SB 1336 has been eroded in compromise by city auditors and Unions, among others. The clause requiring disclosure of unsubstantiated findings is a casualty. Disclosure of unsubstantiated complaint findings remains discretionary State law in San 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. Though they forward whistleblower tips to the SFWP website, they also forward minor complaints at 311. After the transition to 311, the average number of SFWP complaints zoomed from 263 to 700. 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 having whistleblowers log directly onto the SFWP website. Importantly, the number of citizen and employee whistleblower tips, is no longer reported. To preserve its focus and to inform,

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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 on Abuse." They found that 5% of a typical organization's revenue is lost to fraud. Government rating second among 23 industries surveyed. Whistleblowers catch three times as many as detection. Most whistleblowers are employees.

Meanwhile, the Government Accountability Project, an advocacy group providing legal aid for 35 years warns:

"You will surely suffer some level of harassment or retribution for blowing the whistle because bureaucracies instinctively tend to eliminate anything perceived as a threat. Academic studies confirm that more than 90% of whistleblowers report subsequent retaliation."



**You will surely suffer some level of harassment or retribution for blowing the whistle because bureaucracies instinctively tend to eliminate anything perceived as a threat. Academic studies confirm that more than 90% of whistleblowers report subsequent retaliation."**

Other surveys in various settings show retaliation rates between 22% and 38%, but expected to increase despite laws prohibiting them. Studies show that retaliation is more likely when it involves losses over \$100,000 and when the misconduct is routine. Although San Francisco's Governmental Conduct Code includes "Protection of Whistleblowers," City whistleblowers are often punished in practice.

On 7/24/2012 the City agreed to pay over \$1 million to settle two whistleblower retaliation cases. In May 2012 Westside Observer, 911 Call-Center supervisor Maura Moylan, and dispatch supervisor were found guilty of supervisory misconduct within the Department of Emergency Services in 2009. Reprisal cases. Unaware of the City's Whistleblower Program (SFWP), they consulted a lawyer. They sued the City in 2010 (Case # C10-04700-TEH). The City Attorney fought them every step of the way. All were awarded them \$262,000 for retaliation and harassment. The post-verdict settlement, in total, was \$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 retaliation following Matt Smith's 7/19/12 article in The Bay Citizen, Horan had exposed favoritism and over

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retaliation were treated as a high priority — even though he had been the sole investigator. The Society of Professional Journalists, New York Chapter had reviewed 7 retaliation complaints over 6.5 years. As of July 2012, Ethics has dismissed 10 whistleblower retaliation claims it received.

Retaliation, a primitive form of damage control, is directed at whistleblowers by their bosses. Most complaints right back to the department named in the complaint. Until May 2012, the SFWP tracked retaliation complaints. Instead, the SFWP washed its hands of retaliation by making Ethics Commission. While monitoring retaliation would help, “reported cases of retaliated 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. Therefore consider retaliation “cost-effective” according to Stephenson. The few who seek redress are “disgruntled.” Until they sue. Although potential costs for the City are significant, the City should conduct a whistleblower retaliation survey.

Exposing wrongdoing and retaliation by a City department often points to systemic failure. Wrongdoing may be entrenched in the work-place culture, or serve a hidden political agenda that tackle such problems threaten powerful entities and become vulnerable to retaliated smears, bullying, funding cuts, staffing changes, or having their mandate clipped. In other words, 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. Faking informants so they don’t air complaints publicly. The 2011 Civil Grand Jury alluded to such an investigation of the SFWP: “A poor or mediocre Whistleblower Program — one that seems to be is perhaps worse than none at all.” It’s noteworthy that in the four fiscal years between 2008 and 2012, the annual budget for the SFWP was \$256,300. In the 4 years from 2008 to 2012, under Controller’s average annual budget plunged to \$134,079, a 48% drop. That’s enough to prop up a fake notch Program.

Colluding with other City agencies to dismiss whistleblower claims also reduces the risk. Both the Controller’s Whistleblower Program and the Ethics Commission refer serious complaints to the City Attorney. The City Attorney has dual loyalties — and a conflict of interests. Along with reviewing and reporting wrongdoing, the City Attorney has a duty to defend City officials accused of misconduct. “ethical walls,” the likelihood of mutual back-scratching is high. Instead of protecting whistleblowers is the main adversary, the reason retaliation persists.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who exposed DPW wrongdoing. Contact: [Derek Kerr](#)*

September 2012

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"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 "black box" where the investigation is denied."



.....  
**Other Whistleblower Programs are more open about the work they do. For example, the Oakland Fraud, Waste and Abuse Prevention Hotline "independently conducted 34% of the investigations." The Los Angeles Program claims it investigates 36% of complaints independently. In San Francisco, the percent may be too small to matter.**

City whistleblowers should know that most complaints to the Controller's Whistleblower Program go back to involved departments for investigation. The SFWP has masked the number of complaints that were "investigated or referred for investigation." However, the 2010-2011 City of San Francisco Whistleblower Program report stated that "majority of the investigations were performed by the departments listed in the complaint as the Whistleblower Program investigators." Belatedly on 11/22/11, the SFWP admitted to a "small number" referred – without giving the number. The Jury concluded; "The investigation of whistleblowers is not independent when performed by the targeted agency or department."

Other Whistleblower Programs are more open about the work they do. For example, the Oakland Abuse Prevention Hotline "independently conducted 34% of the investigations." The Los Angeles Program investigates 36% of complaints independently. In San Francisco, the percent may be too small to matter.

Referring investigations to departments is reasonable for minor complaints. Indeed, many of the SFWP are gripes about City services. SFWP reports from 2006 and 2007 show that many were true whistleblower reports about fraud, waste and abuse of City resources. The City of San Francisco just 36% were true whistleblower tips in 2009 and 2010. Nevertheless, some of the most serious go back to the targeted departments. In fact, even "Medium-Risk" complaints involving senior and/or mid-level managers were sent back to the named department. The SFWP asserts that it leverages investigative resources, and that they oversee results. But conflicts of interest exist as departments probe their own misconduct.

It was the Civil Grand Jury that revealed the Department of Public Health received the most complaints. Since 2009, the SFWP ceased naming implicated departments, perhaps hiding mismanagement. Had the SFWP conducted a Best-Practices survey, it would know that it should identify each department in a substantiated complaint. Further, when the LA Program names a targeted department the outcomes are recorded as "Substantiated" or "Not Substantiated" for every department. The public has a right to know these department-specific findings.

Instead, the SFWP conceals outcomes of departmental investigations by lumping all the

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referring any matter to another City department... This information may include other words, there is no confidentiality within the City network.

Conversely, records requests by whistleblowers whose complaint investigations are "closed" because, "Whistleblower Program practices do not permit a complainant to wait for the disclosure of investigation work-product." The SFWP has also refused to return documents 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 when 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 still 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 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. With most knowledgeable and concerned witnesses. The failure of the SFWP to engage its investigations. Whistleblowers should not be silenced in the resolution of the alleged mis careers to challenge.

*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*

July-Aug 2012



## Can We Trust the Controller's Whistleblowers

By Derek Kerr, MD and Maria Rivero, MD

Whistleblower Programs need solid tips from insiders who confront wrong-doing. It is the belief that nothing will be done, and the fear of retaliation. Trust is essential.



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seized. The scandal was widely reported by the Society of Professional Journalists, News Channel 4, and 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 Jury report – "The San Francisco Whistleblower Program." Controller Ben Rosenfield was not moved by the report. Retaliation surveys – or even satisfaction surveys – have been conducted, though the City's internal auditors and analysts.

.....  
**SFWP revised its 2010-2011 annual report and showed that only 1% of complaints were substantiated. During this period, the Los Angeles program sustained 72% of substantiated complaints, while San Diego sustained 33%. Notably, both programs sustained a much greater share of complaints; 72% for LA and 100% for San Diego, compared to San Francisco's 1%.**

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, Waste and Abuse Program reported that in 2011, "City employees generated 44% of the reports...the first time from the public exceeded those tips from employees." A decline in employee tips should not mean 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% decline. In 2011, only 252 complaints came in. At this rate the fiscal year could end with another significant decline. If only 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. From 2007 to 2011, the SFWP did not do that. True whistleblower tips, about fraud, waste and abuse of City resources, were buried in a sea of shoddy City services. Consistently, however, true whistleblower complaints stayed around 44% of total tips. Starting in 2007, whistleblower tips were merged with a larger group of minor complaints per year. This mix created the illusion that the SFWP was doubly-busy responding to "whistleblower" tips about malfeasance. Further, dispersing whistleblower tips in a sea of service complaints obscures the SFWP's failure to protect whistleblowers when they lose faith.

In 2011, the SFWP resumed sorting out high-value tips about major wrongdoing. The SFWP's annual report shows that in 2011, the SFWP received 365 tips, 252 of which were substantiated.

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complaints are actually received, investigated and substantiated, not just referred and Program that acts on high-value complaints will be trusted with more of them. That's all should immediately contact whistleblowers who submit High-Risk and Medium-Risk complaints — to check if they saw results or retaliation.

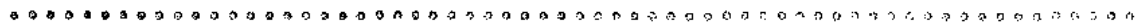
A program that protects tipsters will get more who identify themselves. A major provider services, The Network, Inc., found that requests for anonymity dropped from 78% to 48% became comfortable with reporting. The San Diego Fraud Hotline reported that only 46% requested anonymity. In fact, the SFWP's own 2008-2009 mid-year report disclosed that just 43% rise in anonymous complaints signals mistrust. Since 2009, the SFWP has withheld the

More important, substantiated complaints show that something is being done. This number until 11/22/11 — after the public uproar over the Civil Grand Jury investigation. That's what the 2010-2011 annual report and showed that only 16% of all complaints were substantiated. The Los Angeles program substantiated 23% of all complaints, while San Diego sustained 33%. San Francisco investigated a greater share of complaints; 72% for LA and 100% for San Diego, compared to

In the last half of 2011, the SFWP substantiation rate climbed to 21% of all complaints. The surge of investigations into 71% of all complaints, compared to an average of 51% for the program being done — but by whom? In our next column we will explore how most complaints are referred back to the same City departments named in the complaints.

*Dr. Maria Rivero and Dr. Derek Kerr were senior physicians at Laguna Honda Hospital who reported wrongdoing by the Department of Public Health Contact: DerekOnVanNess@aol.com*

June 2012



Whistleblower Advocates

**Watchdogs Beware**

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... 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 Program 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 accuracy of confidentiality conditions of the settlements, it determined: "A program that properly handles allegations of malfeasance 'in house' can significantly reduce the City's exposure." The program was failing. (2)

Mayor Art Agnos started the Whistleblower Program in 1989. It fell under the Ethics Commission where it withered. After a Port corruption scandal, 71% of voters approved Proposition 13 Auditor (CSA) function to the Controller's duties, including a reinforced Whistleblower Program. The CSA 0.2% of the City budget, now \$12 million annually, to audit departments, monitor contracts and manage the Whistleblower Program. A selling point was the claim that the program was politically "independent."

Despite new management, the Controller's Whistleblower Program has been hobbled by lack of investigators, bureaucratic secrecy, fealty to power, disregard for whistleblowers, and lack of transparency. Ironically, although the Controller's CSA conducts innumerable audits and reviews, the program was never assessed – until the CGJ report in July 2011. Predictably, Controller Ben Ross ignored findings. Those who exposed misgovernment – professional journalists, whistleblower advocates, and the public praised the report. Of the 14 recommendations issued by the CGJ, most were rejected. In the name of transparency, the 2010-2011 Annual Whistleblower Program report was revised. It noted that the program ignored complaints, rather than a trivial "sample." The time taken to resolve investigations was excessive.

The "Controller's Whistleblower Complaints Program" is a misnomer. Barely one-third of the program's budget goes to whistleblower complaints involving fraud, waste and abuse. The program primarily serves the interests of whistleblowers or the public. It was designed by high-level officials to address low-level complaints. Without support from high-level officials, the program falters. These are some of the reasons why no performance audit has been conducted, why a Best-Practices survey has yet to be done. Although an informal survey was sent to the public, a formal Satisfaction Survey has been performed. Despite the clear connection between whistleblowers and the Whistleblower Program nor the Ethics Commission bothered to track retaliation. Whistleblowers are often ignored, or treated like burdens and threats.

**The Controller's Office has the money to do a better job, if public service is the goal. Ins**

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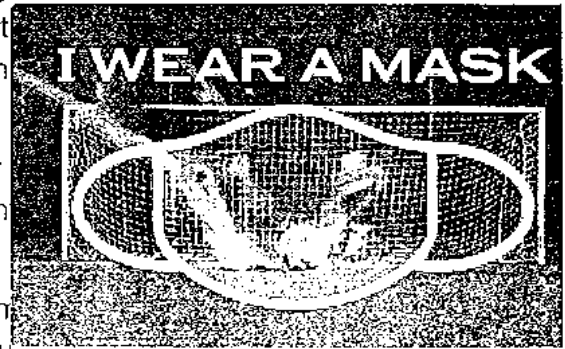
From 2000 through 2010 Society of Professional Journalists, who for 40 years  
365 complaints last year, the majority were referred back to the targeted departments of  
the Civil Grand Jury.

Oversight of the Whistleblower Program was also faulted by the Civil Grand Jury. The Civil  
Oversight Committee (CGOBOC) has no staff or resources to monitor the Whistleblower  
"Committee Assistant" is the Controller's Executive Secretary who is paid by, and reports  
comments critical of the Whistleblower Program are censored from its Minutes. E-mail  
[cgobo.committee@sfgov.org](mailto:cgobo.committee@sfgov.org) are triaged by the  
whistleblower issues, and get all their information  
upon the agency it oversees.

"Confidentiality" keeps a veil of secrecy over  
Whistleblower Program reports provide scant  
impartial, or even trusted, by complainants.

In this column we plan to explore the performance  
public action to correct misgovernment. Input  
greatly appreciated.

*Dr. Maria Rivero and Dr. Derek Kerr were senior  
wrongdoing by the Department of Public Health.*



**PLAY**

1. Case 3:10-cv-04700-TEH

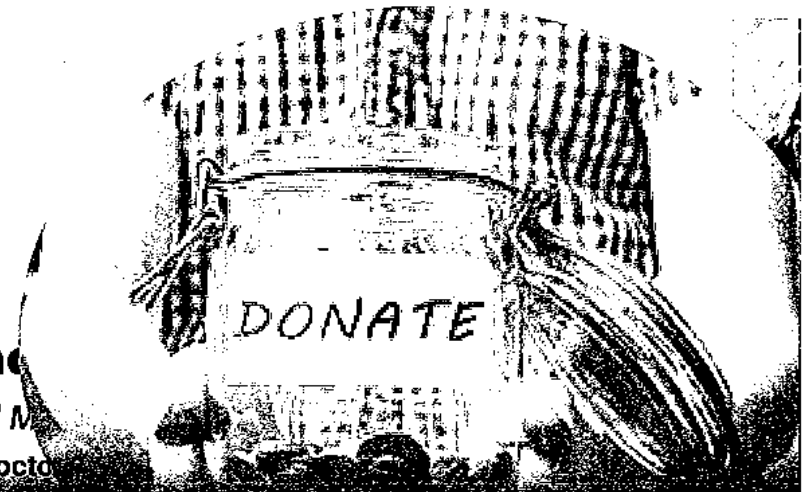
2. [www.sfsuperiorcourt.org/Modules/ShowDocument.aspx?documentid=1042](http://www.sfsuperiorcourt.org/Modules/ShowDocument.aspx?documentid=1042)

May 2012  
**Westside Observer**

## Laguna Honda

*By Derek Kerr, MD and Maria Rivero*

*On November 16, 2010 doctors*



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~~Society of Professional Journalists, for its coverage of the~~  
~~deprivation of due process rights guaranteed by the Fourteenth Amendment,~~

- Violation of CA Govt Code §53298 that prohibits reprisals against employees who file "mismanagement or a significant waste of funds; or an abuse of authority; .....
- Violation of CA Health and Safety Code §1432 that prohibits discrimination or retaliation initiating or participating in proceedings relating to care, services, or conditions of a long-term care facility.
- Violation of CA Labor Code §1102.5 that prohibits retaliation against any employee for government or law enforcement agency when an employee has reasonable cause to believe that the employee has disclosed a violation of state or federal statute or regulation in compliance with a regulation.

**Westside's  
Open Business Guide**

Kerr filed two whistle-blowing lawsuits against the hospital. Kerr and Rivero filed a lawsuit against the hospital's office, alleging mismanagement and retaliation against Hirose as a response to his whistleblowing.

Three days later, Kerr was terminated effective March 12, 2018.

On March 15, 2018, Kerr's termination was announced.

Kerr's lawsuit seeks damages and a court may deem it a violation of public policy.

Kerr is being represented by attorney David R. Honda Hospital employees, including Hirose, are also being represented by attorneys.

A case management conference regarding Kerr's lawsuit is scheduled for October 18, 2018.



**December 2010**

Most businesses are offering take-out and delivery, others continue with outside dining. .....



On the Watchlist

# WESTSIDE OBSERVER

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Society of Professional Journalists, NorCal Chapter

**Alternate Site Proposed After RFQ Released**

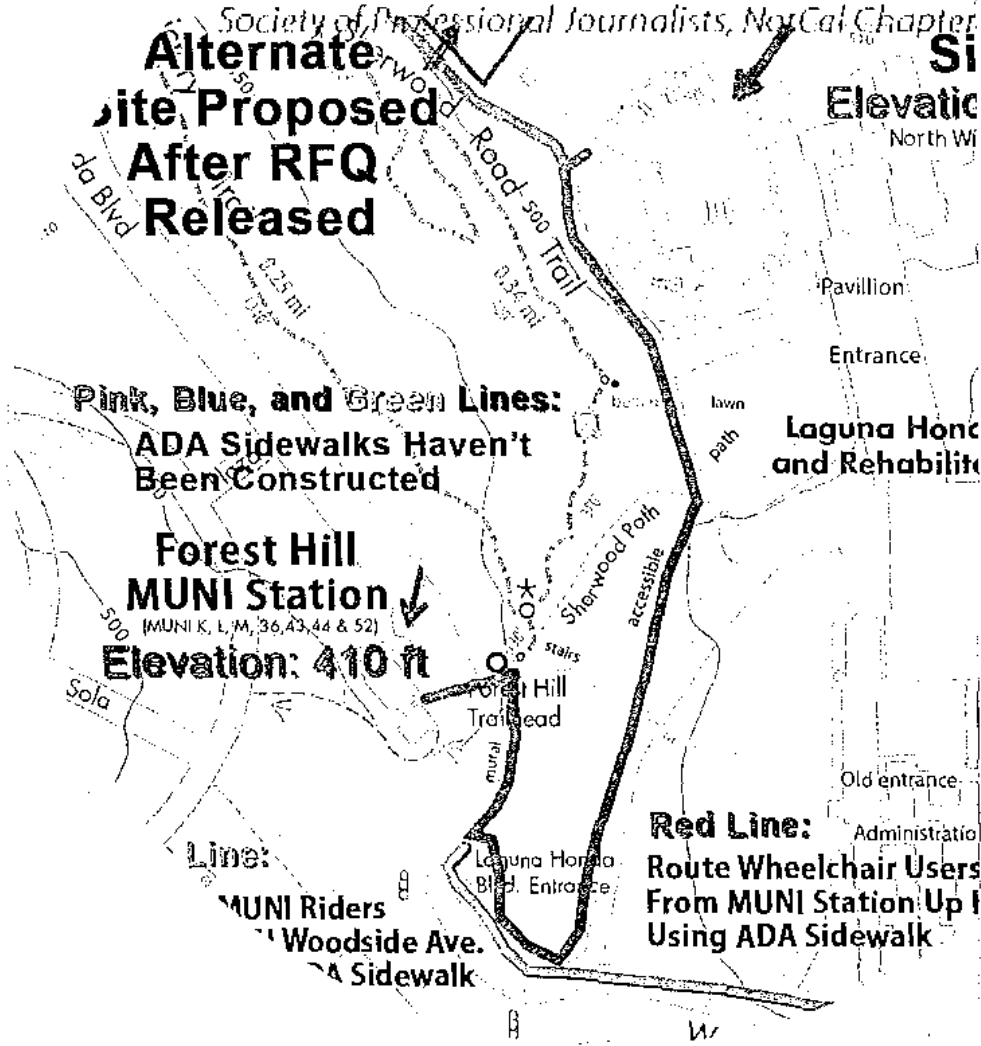
**Si Elevation**  
North W

**Pink, Blue, and Green Lines: ADA Sidewalks Haven't Been Constructed**

**Forest Hill MUNI Station**  
(MUNI K, L, M, 36, 43, 44 & 52)  
**Elevation: 410 ft**

**Laguna Honda and Rehabilitation**

**Red Line: Route Wheelchair Users From MUNI Station Up I Using ADA Sidewalk**



**Laguna Honda: Inappropriate for Housing**

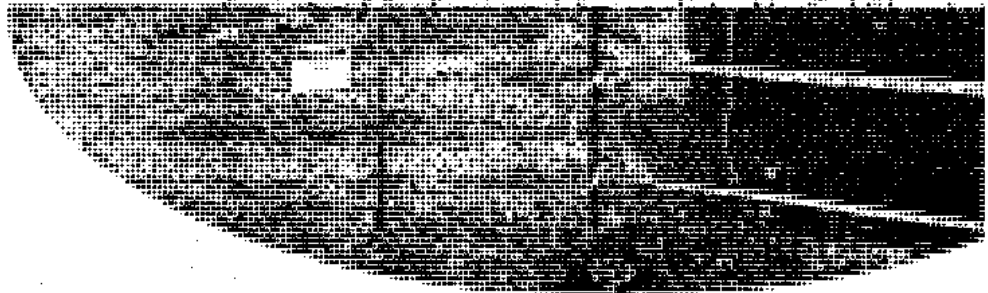
**Patrick Monette-Shaw**

If LHH was too small for 160 units, how is it now suddenly big enough for up to 375 units



# WESTSIDE OBSERVER

James Madison Freedom of Information Award



## Treacherous Toxics at Treasure Island by Glenn Rogers

"... the cleanup reports need to be available to the public. Skipping these steps will result in those who will be ultimately held accountable, making the taxpayers liable"



## Vote for Kids



## Parcel Tax for San Francisco Unified School District

Shall the City replace its 2018 Parcel Tax for the San Francisco Unified School District with a new tax that changes the annual tax rate from \$320 per parcel to \$288 per parcel, adjusted for inflation each year, and with an exemption for people age 65 or older, until June 30, 2038, for an estimated cost of \$48.1 million a year?

by Carol Kocivar

Prop J replaces the 2018 School Parcel Tax with a new tax that lowers the annual tax rate per parcel. Read that sentence again."



# WESTSIDE OBSERVER

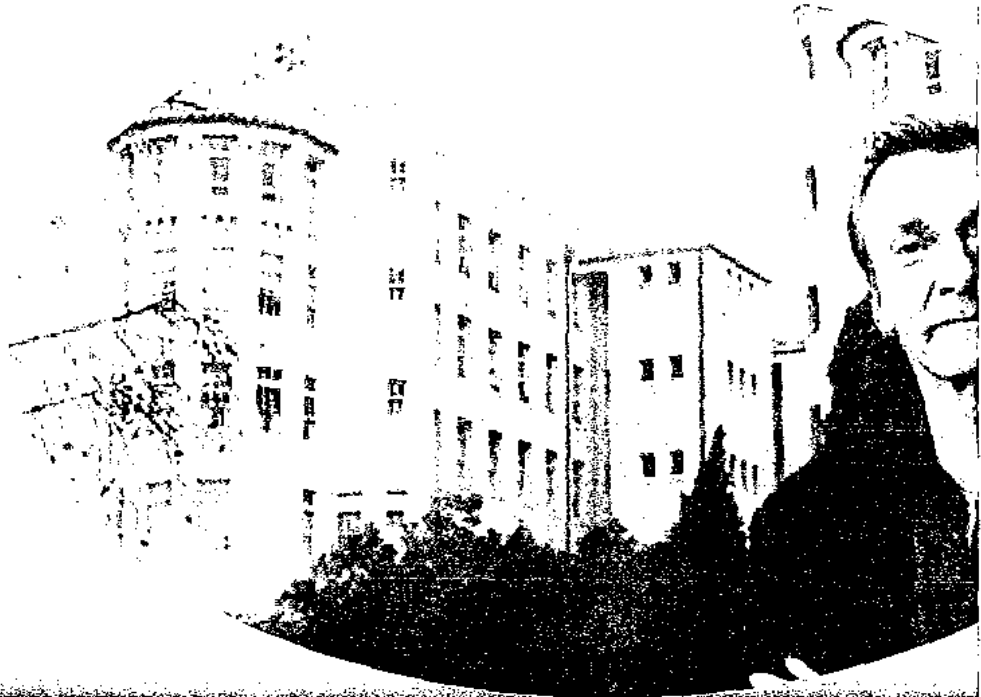
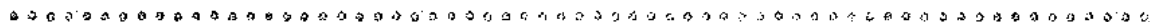
James Madison Freedom of Information Award



## Running Against the Grain

*Lou Barberini*

Two D7 candidates, Vilaska Nguyen and Myrna Melgar ... are running ... with agendas their careers advancing for districts other than D7.

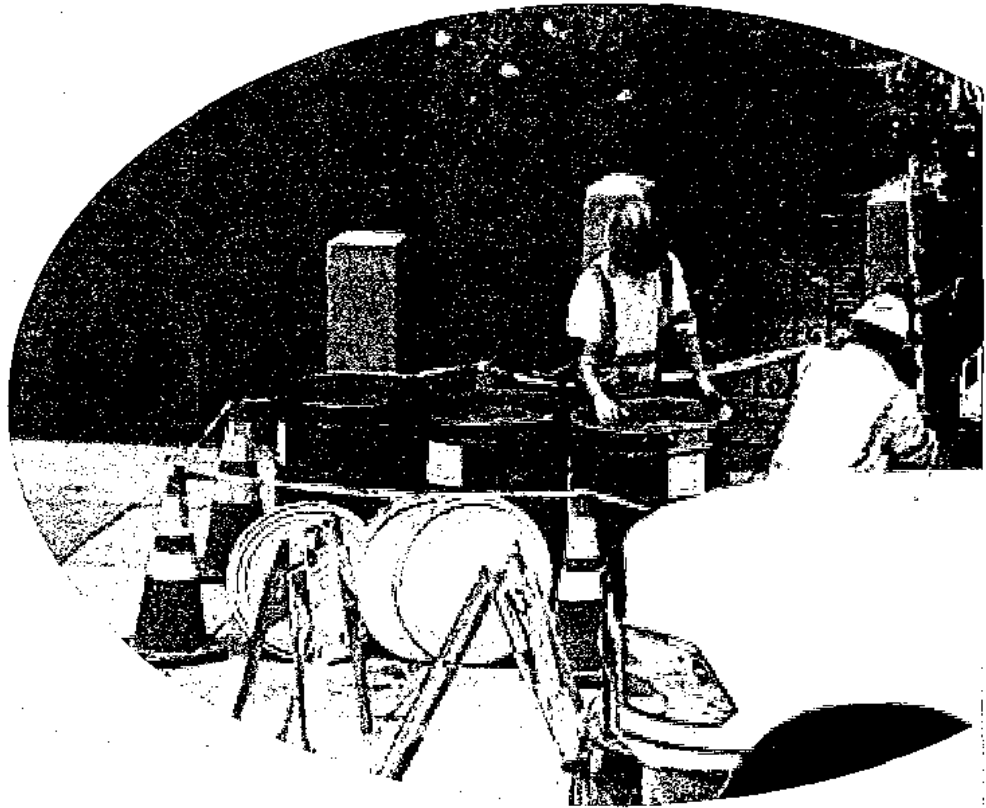




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Society of Professional Journalists, NorCal Chapter

## San Francisco Sees Itself as a 'Green' City - But is It?



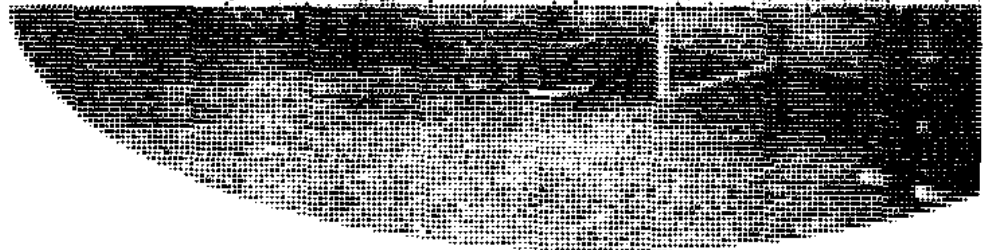
by Kathy Howard

The developer is proposing a six-unit condo development on the site of a former auto repair shop. The site is contaminated with benzene and other pollutants at levels 900 times above residential standards ...

check it out

# WESTSIDE OBSERVER

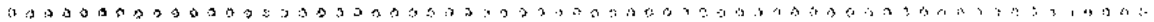
James Madison Freedom of Information Award



## Twelve Ballot Propositions Confront Voters

From massive recovery bonds , to the questions the Supervisors can't or won't resolve.

Check it out



## Tony Hall's Ballot Recommendations



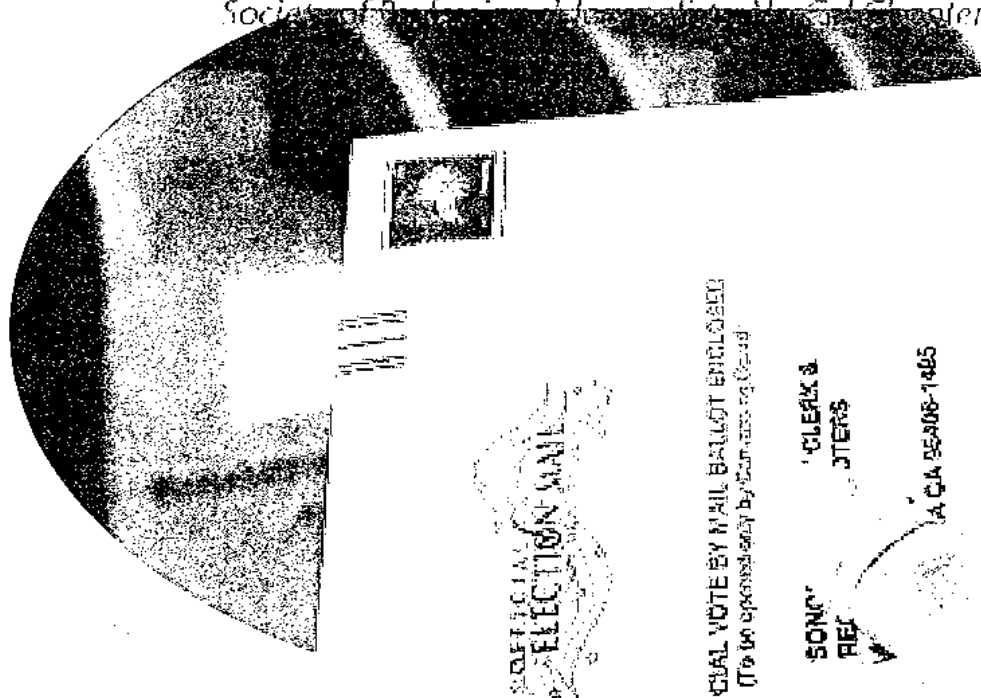
Former Supervisor Tony Hall

More than ever, we need a Supervisor who will not succumb to the self-promoting antics of Supervisors, or to the "machine politics" that has been running this City for the past 40 years.

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## State Ballot Measure Recommendations

*Quentin Kopp*

Props 14 to 25 Quentin wades through with his usual aplomb

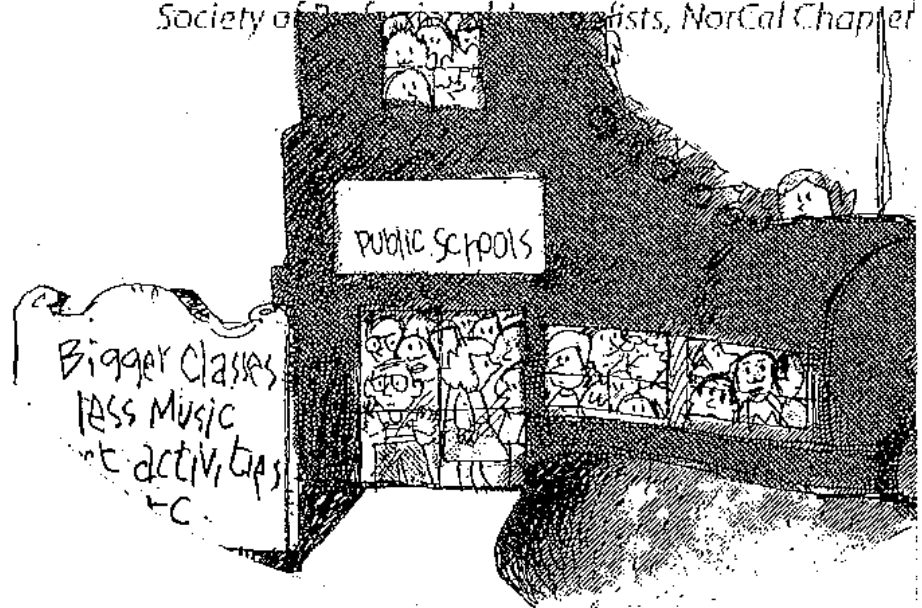


.....

**YES Prop. 15: More Money for our Schools and Comm**

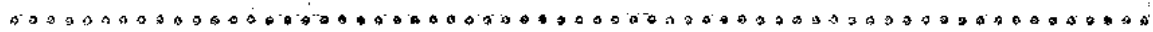
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by Carol Kocivar

Prop. 15 ... relatively straightforward ... requiring commercial and industrial real property be taxed on the basis of its current fair market value.."



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Society of the San Francisco Peninsula, No. 50 Chapter



*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 Eth fact has been hidden by reporting only that cases are "dismissed" or "closed."

Check it out



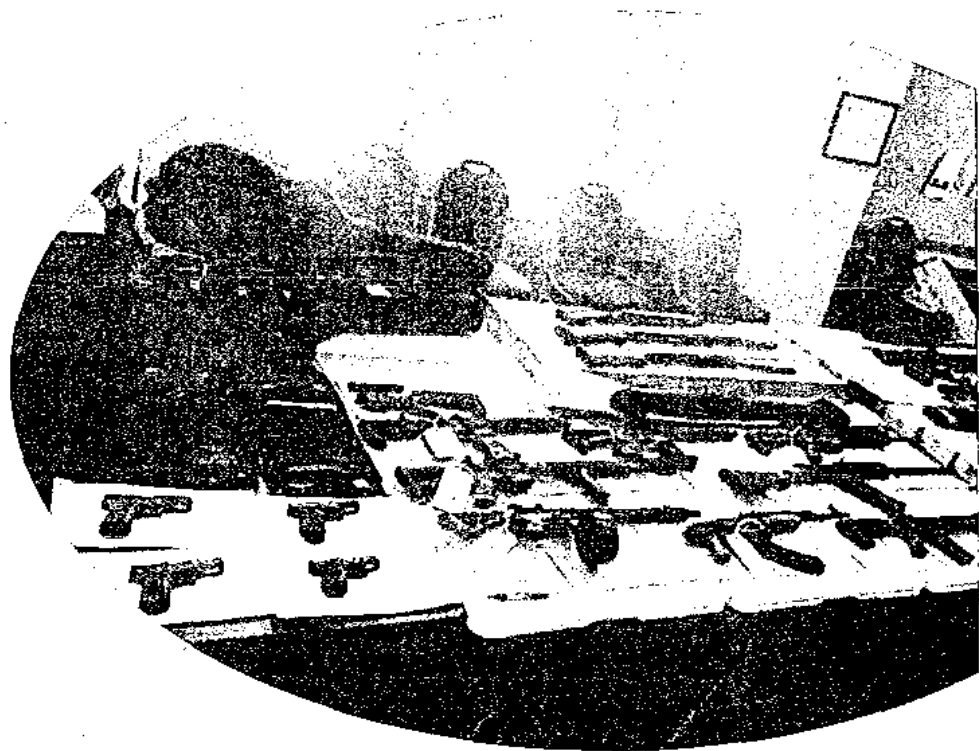
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**Patrick Monette Shaw**

Candidates were asked – given the *work-from-home* and telecommuting trends ... whett  
Balboa Reservoir development, Parkmerced expansion, and housing development on Lag

Check it out



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.”

Check it out

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Society of Professional Journalists, NorCal Chapter



## San Francisco Public Library

by Carol Kocivar

Any time someone mentions a good book, I literally just go to my phone and reserve it on

Check it out



### A Subpoena for SFPUC Skullduggery

by Dr. Derek Kerr

The federal subpoena demanded the resumes, job descriptions, and performance evaluations

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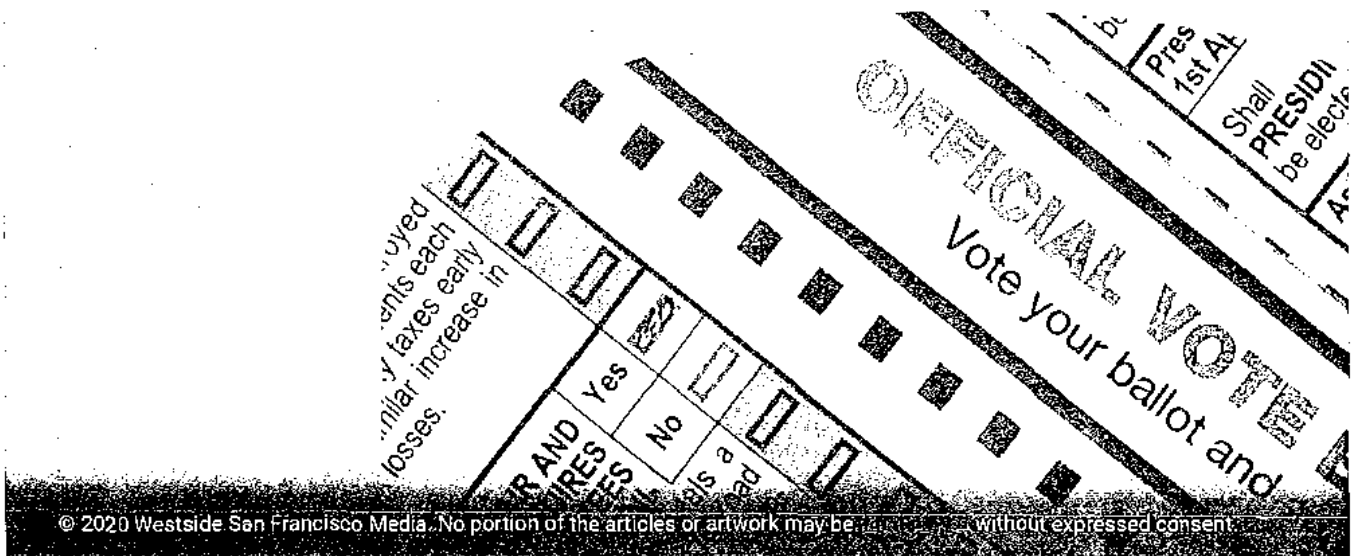
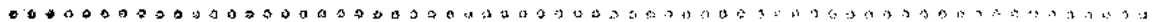
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Society of Professional Journalists, NorCal Chapter

## DEPARTMENT OF ELECTIONS

### D7 Supervisor Candidates Answer the Tough Questions

Six contenders respond to the questions that will guide the next 4 years in the district.

Check it out



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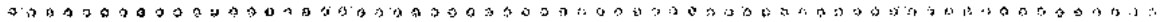


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Society of Professional Journalists, NorCal Chapter  
Ballot Measure Recommendations

**Quentin Kopp**

I provide no wisdom on the presidential candidates because California's a one-party state. 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. They give the spirit and help guide children from crisis to confidence.



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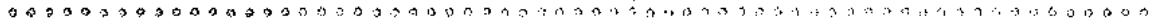
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Society of Professional Journalists Chapter



## Balboa: Supervisors Get It All Wrong by Glenn Rogers

"The giveaway, linked to corrupt leadership, sacrifices precious public land for private pro vulnerable and is a significant reversal in our goal of income equality"

Check it out



## 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."

Check it out

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James Madison Freedom of Information Award  
Society of Professional Journalists - The Gold Chapter



## 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.



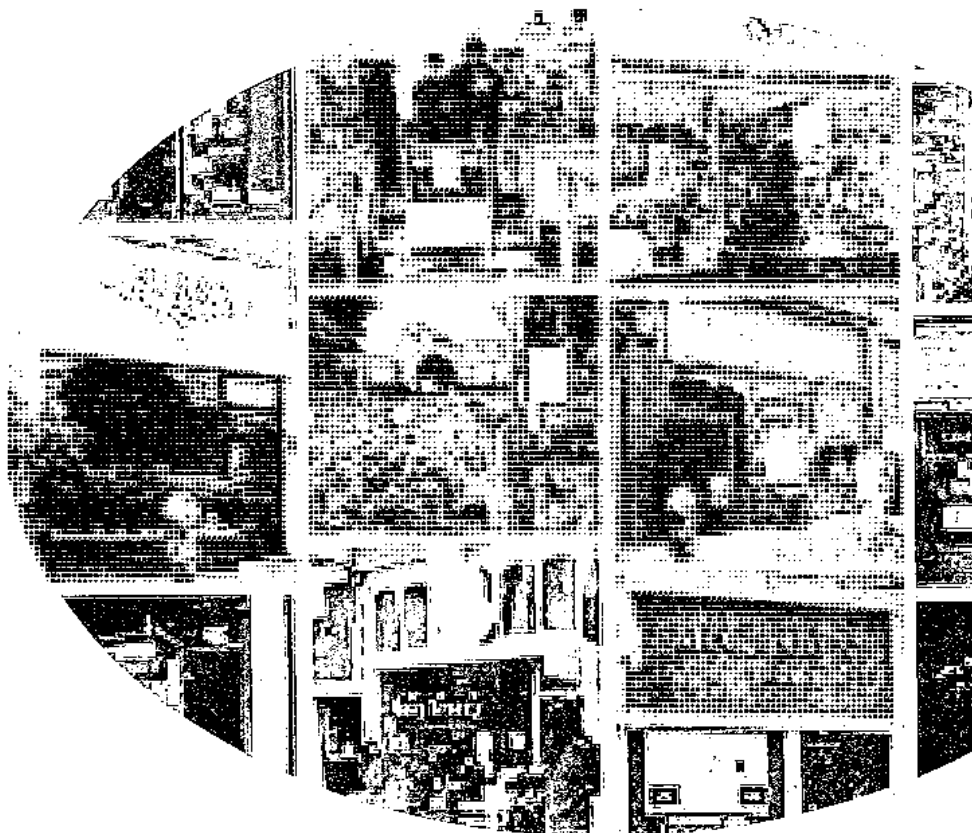
San Francisco  
Water  
Services of the San Francisco

### Need Help Your Bill Due COVID-19? Here To Help

by Steve Lawrence

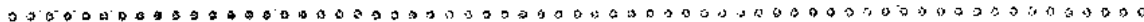
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Walking West Portal



A photographer goes in search of life on the Avenue ... dining and browsing are available and in some stores inside within strict limitations.

Check it out



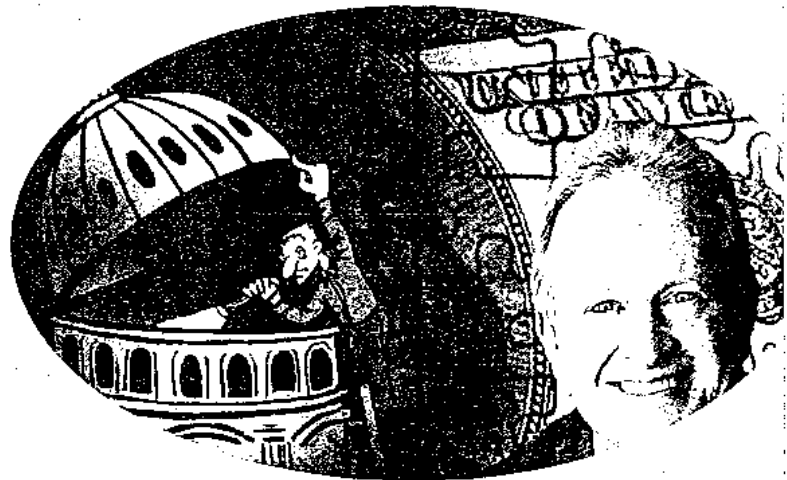
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Society of Professional Journalists, NorCal Chapter  
Bay Area Plan to Mitigate Climate Change

by Glenn Rogers

"The authors of the *San Francisco Plan Bay Area 2050* are asking for public feedback on 1 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 continuing decisions by City Hall over the past 10 years.



## Teaching Civics Never Mattered More



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by Carol Kocivar

Whether it's protests about police violence and racism or defiance of government orders, fundamental issues of our democracy are being played out every day in front of millions of



**Court Judgment for Hooper**  
**\$7,300,910**

**City Attorney Fees**  
**\$570,045**  
**(2,124.75 hours)**

**Litigation Expenses**  
**\$100,829**

**Keker & Van**  
**\$4,200,000**



# **-\$12,199,477**

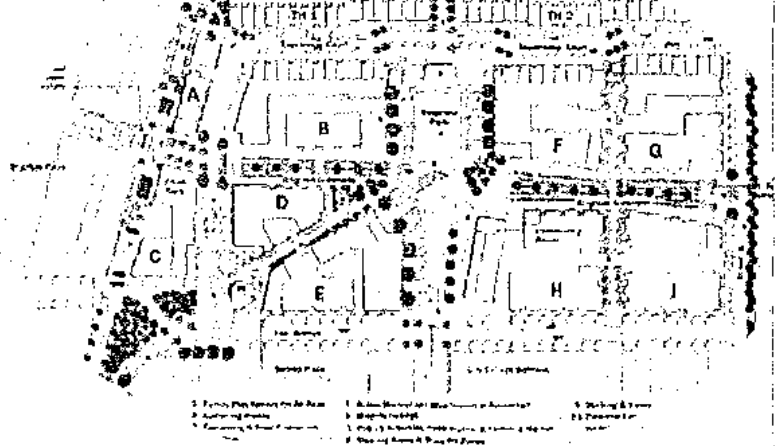
**City Attorney's Retaliation Fiasco Blows \$12.2 Million**

by Dr. Derek Kerr

Dennis Herrera's retaliatory sewer-gate debacle, alongside the FBI's recent arrest ... job capabilities

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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 forward. We need to ensure the access for 70,000 college students, most of them from working class, immigrant, black

Check it out



## Defund and other public debacles

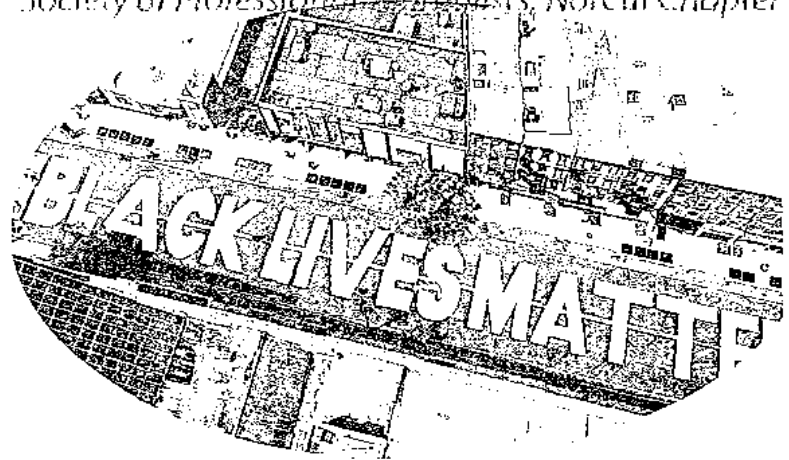
by Quentin Kopp

"... the heralded notion of "defunding" police ... risks a return to the high-crime era of the

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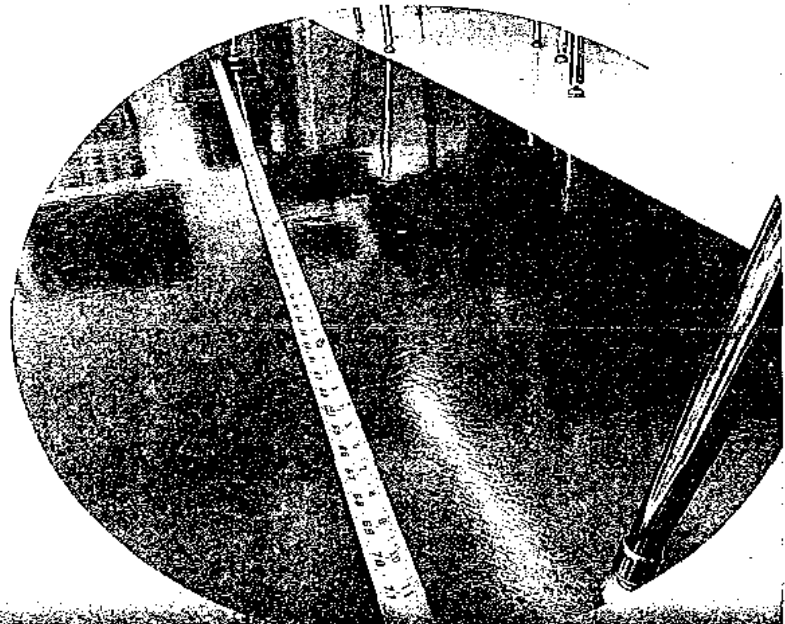
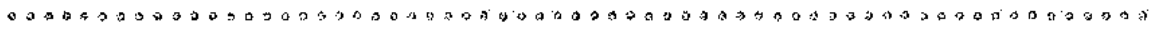
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## Why Black Lives Matter

by Glenn Rogers

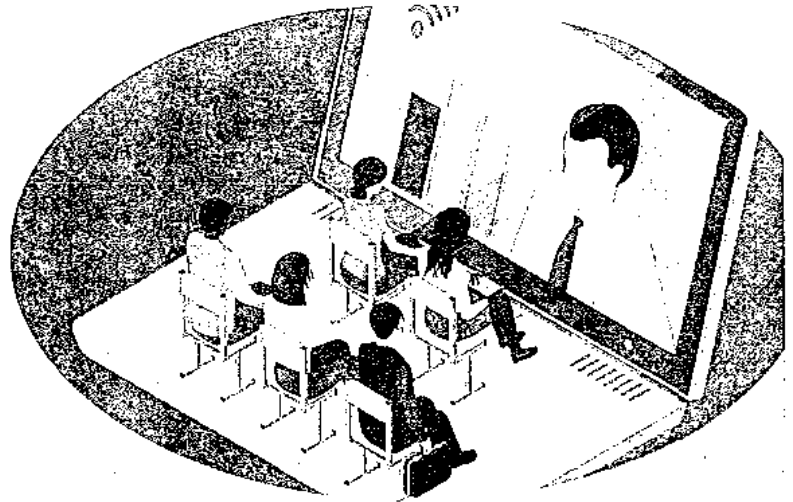
"... the issue of Black Lives Matter is on everyone's lips. Unfortunately, many Americans (and the world) are still ignorant of the history of racism. But consider the numerous steps that led to the problem and two alternative policies that could be implemented to address the problem."





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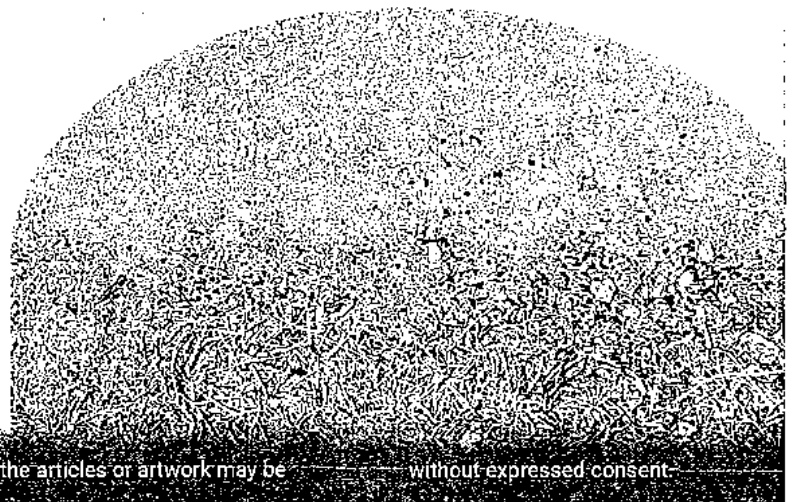
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*Society of Professional Journalists, NorCal Chapter*



## 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 another  
it is easier to enforce facemask and social distancing ..."

Check it out

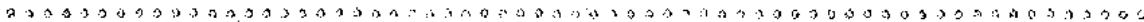


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penneable surface, its called g. Society of Professional Journalists, NorCal Chapter

Check it out



## Loading Our Utility Costs on Our Children's Backs

by Brian Browne

"... your water, wastewater, and garbage rates are special taxes ... Your great-grandchild's service provided in 2020."

Check it out

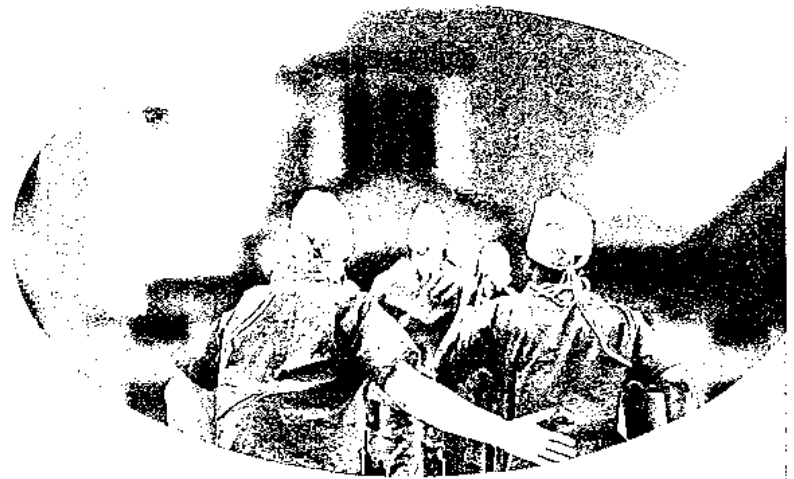


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Check it out

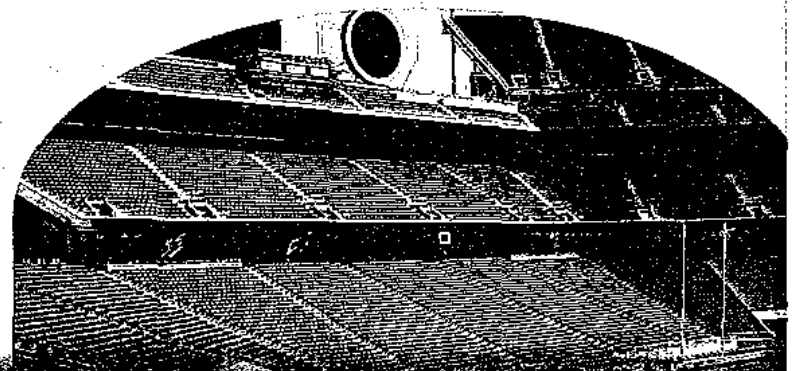


## COVID-19's Cruel Visit to LHH

Patrick Monette-Shaw

...whether the discrepancy is due to President Trump wanting CMS to "slow down" the te

Check it out



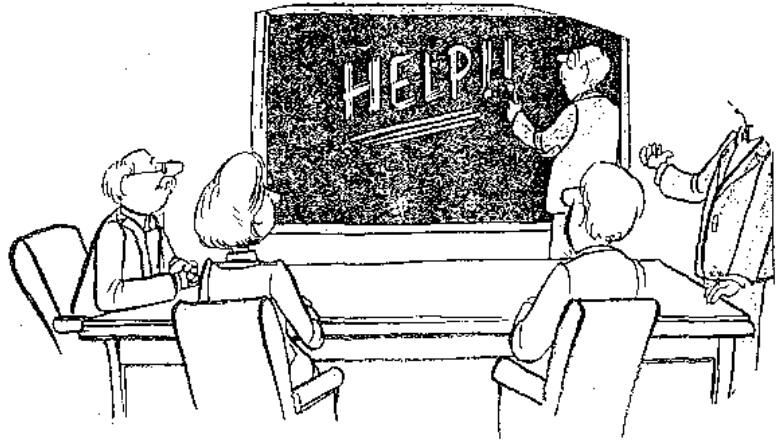
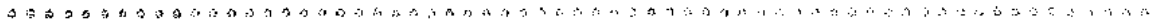
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**Quentin Kopp**

...the attitude of professional sports team-owning billionaires that local taxpayers must professional sport businesses ...

Check it out



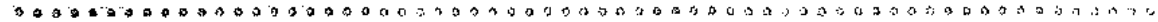
... sum up this year's budget with on

## City's Budget Shortfall – Taxpayers Beware

**John Farrell**

a \$1.7 billion deficit over the next two fiscal years which could reach over \$2.5 billion per

Check it out



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**Lou Barberini**

SFPD officers spend 99% of their day responding to where 9-1-1 customers direct them who determine the location and quantity of encounters.

Check it out.



## New Normal: Decline in Urbanization

**Glenn Rogers**

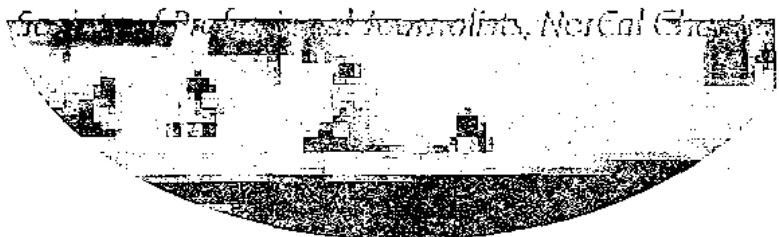
Development is in trouble. If Parkmerced, which is the largest multifamily property in San Francisco, it is in very real trouble.

Check it out.

## Homeless Encampments in GG Park?

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by *Kathy Howard*

**Board of Supervisors seek solutions ...** raising concerns among the public about the post-parkland to address social and economic problems ...

Check it out

## Big Balboa Giveaway Bad Break for City College



by *Jean Barish*

**The SF PUC will sell** over 17 acres, for approximately \$11.2 million — about \$640,000 per acre to a privateer for more than 90% below market rate ...

Check it out

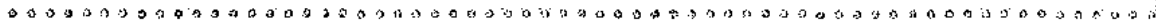
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**Dr. Derek Kerr**

Hopes were that recovering from COVID-19 would generate antibodies, thus conferring immunity. Plus, survivors could help treat newly-infected COVID-19 patients by donating their convalescent plasma.



## 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 than taxes. When costs rise, so do rates.



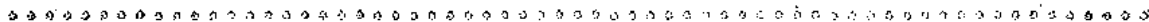
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**Life returns slowly to West Portal** People are beginning to return to West Portal — and oth ready to make sales...

[Check it out](#)



## Nursing Home "Invisibles"



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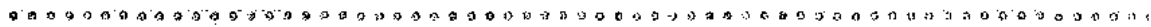
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## Prelude to a Police Shooting



**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



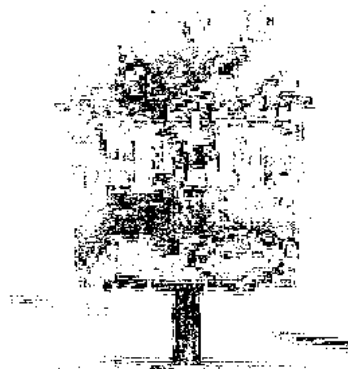
**John Farrell**

**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...

Check it out

.....

## City Hall's End Run Around Environmental Review



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## SF's Covid Response

**Dr. Teresa Palmer**

Where Are Our Priorities? Nursing homes are like cruise ships, and the outbreak at Centra

Check it out

## Nuru, Breed and Willie Brown

**George Wooding**

Nuru was not the FBI's main target of the investigation—he was the bait to lure someone

Check it out

## Earthday & Coyotes

**Environmentalk: Kathy Howard**

...a coyote attack raises the question... How do we coexist with wildlife?

Check it out

## Breed's Secrecy

**Patrick Monette-Shaw**

...suspending access to public records — even temporarily, is clearly dangerous to open g

Check it out



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**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 / Herrera. They already billed the City \$2,267,75, in September 2016...*

[Read More ...](#)

[See Her OpEd ...](#)

**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...*

[Read More ...](#)

**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 name prison.*

[Read More ...](#)

# Respondents Document Submission

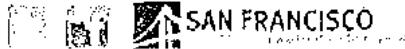
## Leger, Cheryl (BOS)

**From:** Thompson, Marianne (ECN)  
**Sent:** Monday, September 21, 2020 10:56 AM  
**To:** Steinberg, David (DPW); SOTF, (BOS)  
**Cc:** Heckel, Hank (MYR)  
**Subject:** RE: SOTF - file nos. 19061 and 19062  
**Attachments:** 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: [Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)

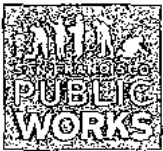


**From:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**Sent:** Wednesday, September 16, 2020 5:20 PM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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  
[sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

For public records requests, please go to [sfpublicworks.org/records](http://sfpublicworks.org/records).

*Note: The new contact information above is effective July 6, 2020.*

**From:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Sent:** Wednesday, September 16, 2020 2:34 PM  
**To:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**Sent:** Tuesday, September 15, 2020 3:12 PM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**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  
[sfpublishworks.org](http://sfpublishworks.org) · [twitter.com/sfpublishworks](https://twitter.com/sfpublishworks)


For public records requests, please go to [sfpublishworks.org/records](http://sfpublishworks.org/records).

*Note: The new contact information above is effective July 6, 2020.*

**From:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Sent:** Tuesday, September 15, 2020 2:11 PM  
**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**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  
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[www.sfbos.org](http://www.sfbos.org)

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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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/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

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.

#### 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:
  - Fact sheet
  - 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
  - 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
  - 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 of 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
  - 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:
  - Content
  - Layout and design
  - Any and all revisions
- Survey summary report shall include
  - Results of community meetings
  - Finalized survey results
  - Recommendations and suggestions for the Project Area B GBD steering committee

- 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
- 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
  - 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 up 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**

- 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:
  - APN.
  - Owner Name.
  - SITUS.



- Parcel characteristics used to calculate assessments
- Total Assessment to be paid on that parcel.
- % that parcel's payment would be of total (% of total assessment).
- Care of.
- Mailing Address.
- Mailing City.
- 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
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - Making and setting up phone calls
  - 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.
- 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:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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. 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**

- Grantee shall provide ongoing community and stakeholder engagement support including, but not limited to, the following:
  - Mailer productions
  - Promotional and marketing materials
  - Setting up and hosting meetings
  - 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)

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**From:** John C. Hooper <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:

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)**

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**From:** John C. Hooper <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

**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)

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**From:** John C. Hooper <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. 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 I 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, 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. 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.





9414 7102 0088 3030 6358 28

**F**

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FIRST-CLASS  
Feb. 14, 2019  
Mailed from ZIP 94117  
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CID: 275019



071V0133010B

**USPS FIRST-CLASS**

JOHN HOOPER  
207 BUENA VISTA AVE E  
SAN FRANCISCO CA 94117

C006

RETURN RECEIPT REQUESTED

SHIP **OEWD**  
TO: MARIANNE THOMPSON  
1 DR CARLTON B GOODLETT PL  
#448  
SAN FRANCISCO CA 94102-4603

MIAMI 552 CC 01 6242717  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC 94117 418381 2472-05962-1

**0174**

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 or Econ (circle one)

Grant Byron M Lam  
Coordinator: \_\_\_\_\_

General Fund	Other (Specify)
<p><b>IIN 18<sup>th</sup> St. Merchant Capacity Building (ACT 0093)</b>                      Dept: 207767                      Fund: 10010                      Authority: 16652                      Project: 10022531                      Activity: 0093                      \$25,000</p>	<p>DPW                      Dept: 2207767                      Fund: 10020                      Authority: 17355                      Project: 10022531                      Activity: 0072                      Budget: FY 19                      \$33,000.00                      \$33,000 from DPW work order in FY 17-18</p> <p>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</p>



### 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*  
FE0E9E19101A436...  
Jennifer M. Collins

## Leger, Cheryl (BOS)

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Thursday, February 6, 2020 4:51 PM  
**To:** 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.

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](mailto:Marianne.Thompson@sfgov.org)



**From:** SOTF, (BOS)  
**Sent:** Thursday, February 6, 2020 2:12 PM  
**To:** 79999-25916958@requests.muckrock.com; Megan Bourne <[mbourne@famsf.org](mailto:mbourne@famsf.org)>; 80695-54486849@requests.muckrock.com; Cityattorney <[Cityattorney@sfcityatty.org](mailto:Cityattorney@sfcityatty.org)>; COTE, JOHN (CAT) <[John.Cote@sfcityatty.org](mailto:John.Cote@sfcityatty.org)>; COOLBRITH, ELIZABETH (CAT) <[Elizabeth.Coolbrith@sfcityatty.org](mailto:Elizabeth.Coolbrith@sfcityatty.org)>; JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>; Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Goldberg, Jonathan (DPW) <[jonathan.goldberg@sfdpw.org](mailto:jonathan.goldberg@sfdpw.org)>; Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; S <[grovestand2012@gmail.com](mailto:grovestand2012@gmail.com)>; McHale, Maggie (HRD) <[maggie.mchale@sfgov.org](mailto:maggie.mchale@sfgov.org)>; Voong, Henry (HRD) <[henry.voong@sfgov.org](mailto:henry.voong@sfgov.org)>; Callahan, Micki (HRD) <[micki.callahan@sfgov.org](mailto: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 [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.

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*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.*

**Leger, Cheryl (BOS)**

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Friday, January 31, 2020 11:20 AM  
**To:** SOTF, (BOS); John C. Hooper  
**Cc:** Heckel, Hank (MYR)  
**Subject:** 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: [Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



## Leger, Cheryl (BOS)

---

**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 2018-12-05 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 11<sup>th</sup> 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@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



---

**From:** SOTF, (BOS)  
**Sent:** Wednesday, July 3, 2019 9:14 AM  
**To:** Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**Cc:** JOHN HOOPER <[hooparb@aol.com](mailto: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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## Leger, Cheryl (BOS)

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Friday, June 21, 2019 10:24 AM  
**To:** SOTF, (BOS); JOHN HOOPER  
**Subject:** 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 Mazucco 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](mailto:Marianne.Thompson@sfgov.org)




---

**From:** SOTF, (BOS)  
**Sent:** Friday, June 21, 2019 8:54 AM  
**To:** JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**Cc:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto: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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*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 <hooparb@aol.com>

**Sent:** Thursday, June 20, 2019 2:57 PM

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

**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) <sotf@sfgov.org> 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.*

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.

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

<19062.pdf>

**Leger, Cheryl (BOS)**

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Friday, June 14, 2019 6:47 PM  
**To:** Thompson, Marianne (ECN)  
**Cc:** Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)  
**Subject:** Re: Additional OEWD docs.

Will do and thanks for the offer.

John Hooper

> On Jun 14, 2019, at 6:28 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:

>

> 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>  
>>> 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 Petition Mailing  
>>> Package - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of  
>>> Petition 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>

>>>

>

## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <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@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 Petition Mailing Package  
> - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of Petition  
> 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>



**Leger, Cheryl (BOS)**

---

**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>  
>> 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 Petition Mailing Package  
>> - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of Petition  
>> 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>  
>

**Leger, Cheryl (BOS)**

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Friday, June 14, 2019 3:51 PM  
**To:** 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 Petition Mailing Package - sample.pdf; Deliverable 5 - Mission Dolores GBD Proof of Petition 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 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!

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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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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

## Leger, Cheryl (BOS)

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Tuesday, June 11, 2019 9:44 AM  
**To:** SOTF, (BOS)  
**Subject:** FW: Request for complete information re GBDs based on February 11, 2019 PRA request  
**Attachments:** 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: [Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



**From:** John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**Sent:** Tuesday, May 7, 2019 9:38 AM  
**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto: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 highlighted 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) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**To:** John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**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@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



**From:** John C. Hooper [<mailto:hooparb@aol.com>]  
**Sent:** Tuesday, March 05, 2019 2:41 PM  
**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**Cc:** Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>  
**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) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**To:** John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**Cc:** Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>  
**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.

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: [Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



**From:** John C. Hooper [mailto:[hooparb@aol.com](mailto:hooparb@aol.com)]  
**Sent:** Monday, February 25, 2019 9:29 AM  
**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
**Cc:** Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>  
**Subject:** Re-sending PRA request

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Hi Marianne:

As I 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 Pl #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 email and the attachment.

Thanks,

John Hooper  
415-626-8880

## Leger, Cheryl (BOS)

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Tuesday, June 11, 2019 9:43 AM  
**To:** SOTF, (BOS)  
**Subject:** FW: Request for complete information re GBDs based on February 11, 2019 PRA request

You were on the May 7<sup>th</sup> response.

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](mailto:Marianne.Thompson@sfgov.org)



---

**From:** Thompson, Marianne (ECN)  
**Sent:** Tuesday, May 7, 2019 11:58 AM  
**To:** John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>  
**Cc:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Heckel, Hank (MYR) <[Hank.Heckel@sfgov.org](mailto: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: [Marianne.Thompson@sfgov.org](mailto:Marianne.Thompson@sfgov.org)



**From:** John C. Hooper [<mailto:hooparb@aol.com>]  
**Sent:** Tuesday, May 07, 2019 9:38 AM



To: Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>

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Office of Economic and Workforce Development

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P876

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To: John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>  
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**To:** Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>  
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San Francisco, CA 94102-4603

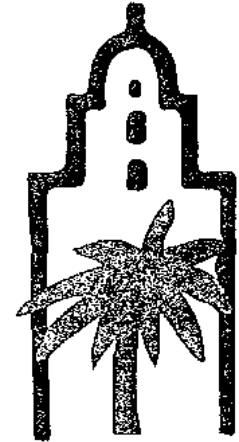
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In the meantime, here is another copy of the PRA request attached here.

Please let me know you got this email and the attachment.



# Mission Dolores Green Benefit District



MISSION  
DOLORES GBD

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 motivated 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 [doloresgbd@gmail.com](mailto:doloresgbd@gmail.com).** 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](http://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 Dolores GBD Formation Committee**

---

## 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 22<sup>nd</sup> Street, 21<sup>st</sup> Street, and Hill Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.

### MDGBD Goals

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, litter, 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.

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 benefits received from the services, activities, and improvements provided by the Mission Dolores GBD. 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.

Annual Assessments

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 [www.doloresgbd.org](http://www.doloresgbd.org).

The following equation can be used to calculate a parcel's annual assessment:

$$\begin{aligned}
 & \text{(Parcel Lot Square Footage X Lot Rate)} \\
 & \quad + \\
 & \text{(Building Square Footage X Building Rate)} \\
 & \quad + \\
 & \text{Annual Parcel Assessment}
 \end{aligned}$$

Land Use	Lot SF Rate	Building SF Rate
<i>Enhanced Service Zone:</i>		
Commercial/Govt/Res	\$0.0815	\$0.0815
<i>Standard Service Zone:</i>		
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%, whichever figure 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 and local law, the services and improvements provided by the MDGBD can only supplement 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.

### Term

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.

### 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. 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 %

- Yes, I petition the Board of Supervisors to initiate special assessment proceedings.
- No, I 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

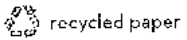
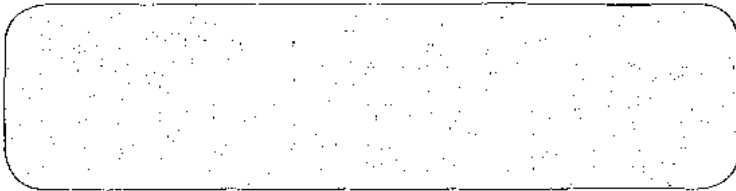
**PLEASE RETURN BY MAY 3, 2019 TO:**  
 San Francisco Parks Alliance, ATTN: Julia Ayeni, 1663 Mission Street, Suite 320, San Francisco, CA 94103  
 The Mission Dolores Green Benefit District Management Plan & Engineer's Report can be found online at [www.doloresgbd.org](http://www.doloresgbd.org). For more information regarding formation of the Mission Dolores GBD, please contact Julia Ayeni ([juliaayeni@sfparksalliance.org](mailto:juliaayeni@sfparksalliance.org), 415-906-6235).

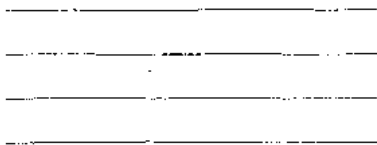




OUR CITY, OUR PARKS.  
1663 Mission St., Ste. 320  
San Francisco CA 94103-2486

Great news about parks and open spaces: **PETITION ENCLOSED!**

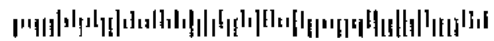




PLACE  
STAMP  
HERE



SAN FRANCISCO PARKS ALLIANCE  
ATTN: Julia Ayeni  
1663 MISSION ST STE 320  
SAN FRANCISCO CA 94103-2486



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

## 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.

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ABOUT SURVEY RESPONDENTS	7
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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 link mailed to every parcel address in study area using the City Assessor's records in September 2017 and again in April 2018

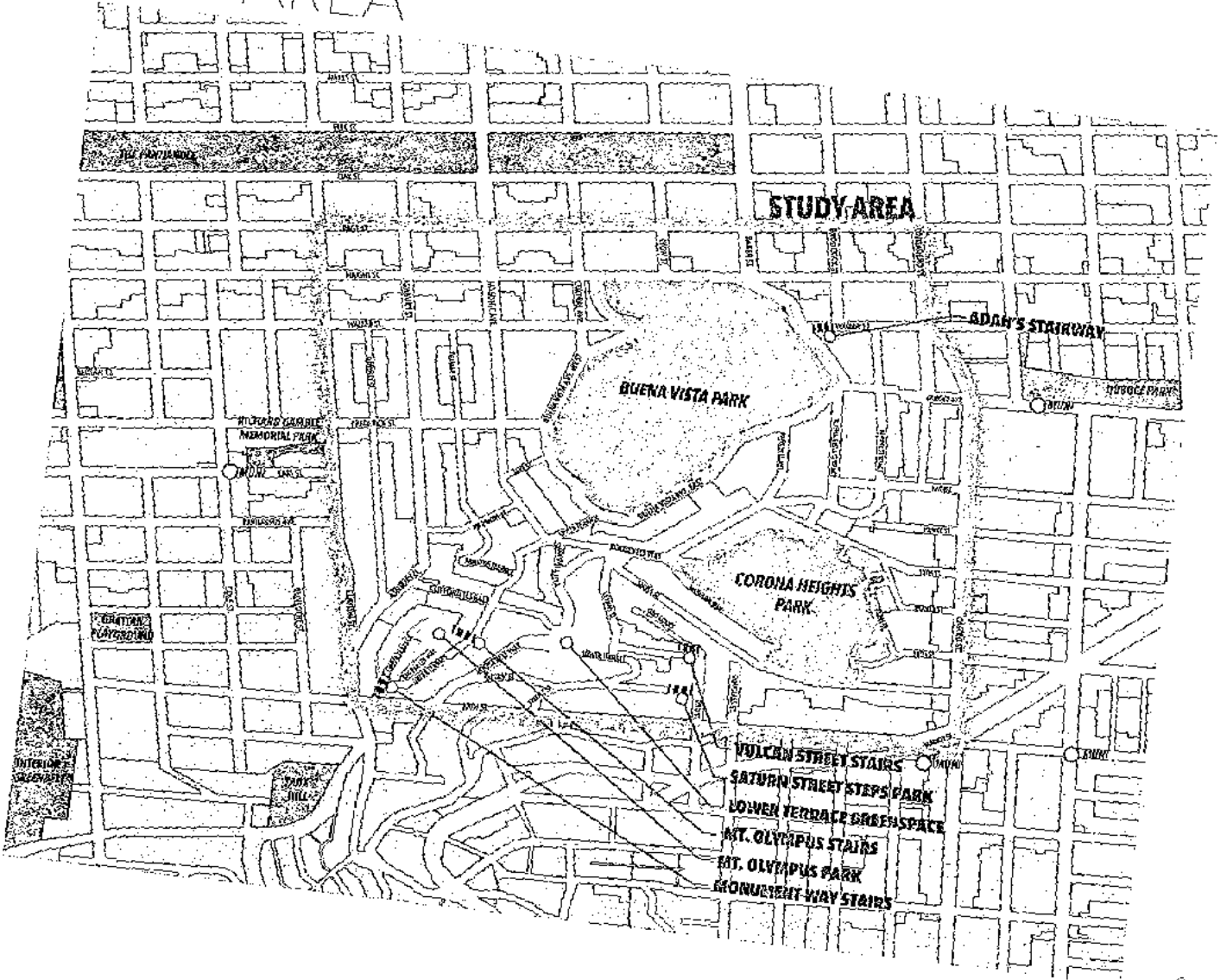
Announcements on various email lists and networks, including HAIA, HANC & CVIA.

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



# STUDY AREA

## TOTAL PARCELS

2,093 parcels

- 95% residential
- 2% commercial
- 3% other

(Parcel data from City & County of San Francisco)  
(Land Use Designation:  
Resident - "RESIDENT" or "MIXRES"  
Commercial - "MIPS", "RETAIL/ENT", "MIXED", "PDR"  
Other - "VACANT", "CIE", "VISITOR", "MED", "OPEN 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)  
(Parcel 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)

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 Census 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.

<b>ZONE</b>	<b>PARCELS</b>
A	190
B	333
C	188
D	156
E	231
F	450
G	65
H	242
I	118
J	120
<b>Totals</b>	<b>2,093</b>

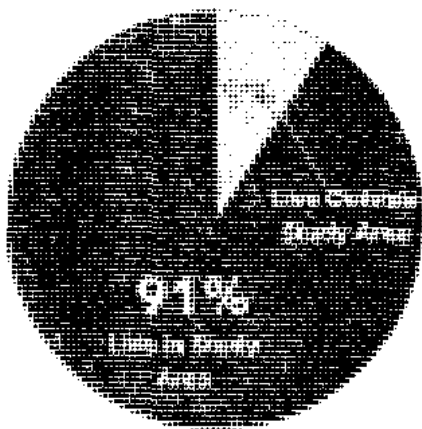
# STUDY AREA ZONES



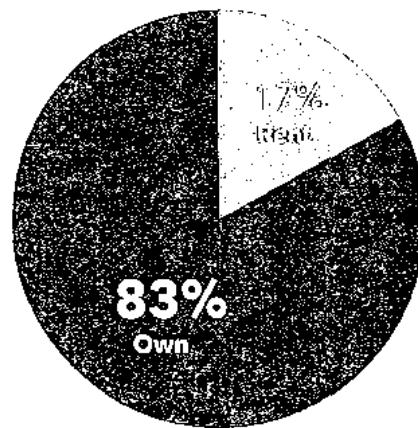
ABOUT  
THE  
RESPONDENTS

# SURVEY RESPONDENTS

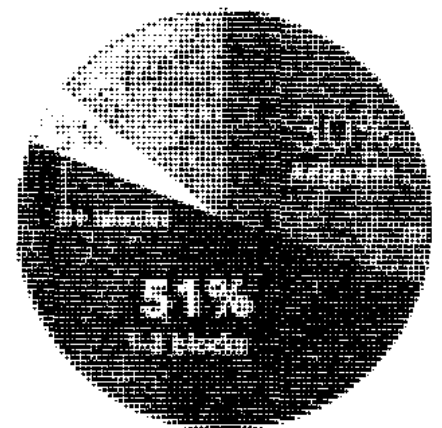
A majority of survey respondents live in the study area. Responses from outside the survey area are excluded from this analysis. Of the 559 respondents from the study area, a majority own their home and live less than 2 blocks from a neighborhood park or open space.



**91% LIVE IN STUDY AREA**



**83% OWN HOME IN STUDY AREA**

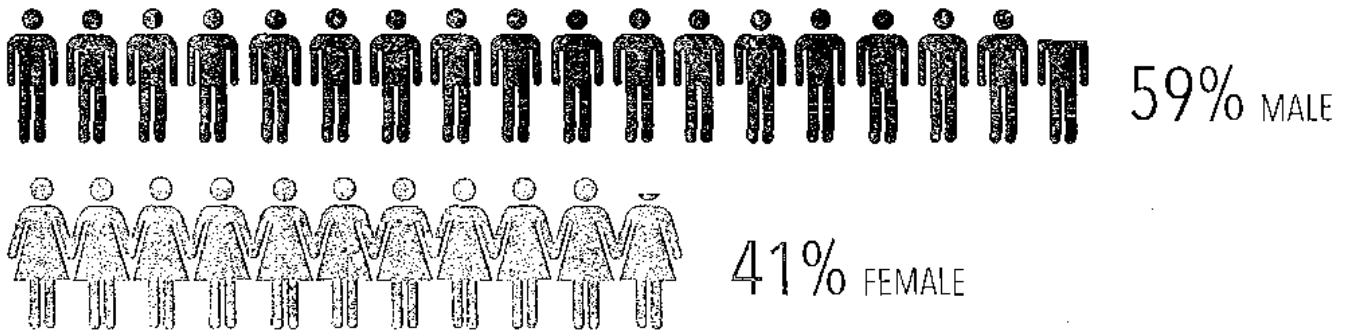


**81% LIVE <2 BLOCKS FROM OPEN SPACE**

# 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.

## GENDER



## AVERAGE AGE





# PARKS & OPEN SPACE USERS

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%  
1-2 ADULTS

10%  
3-5 ADULTS

1%  
6+ ADULTS



78%  
0 KIDS

21%  
1-3 KIDS

1%  
4+ KIDS



60%  
0 DOGS

37%  
1-2 DOGS

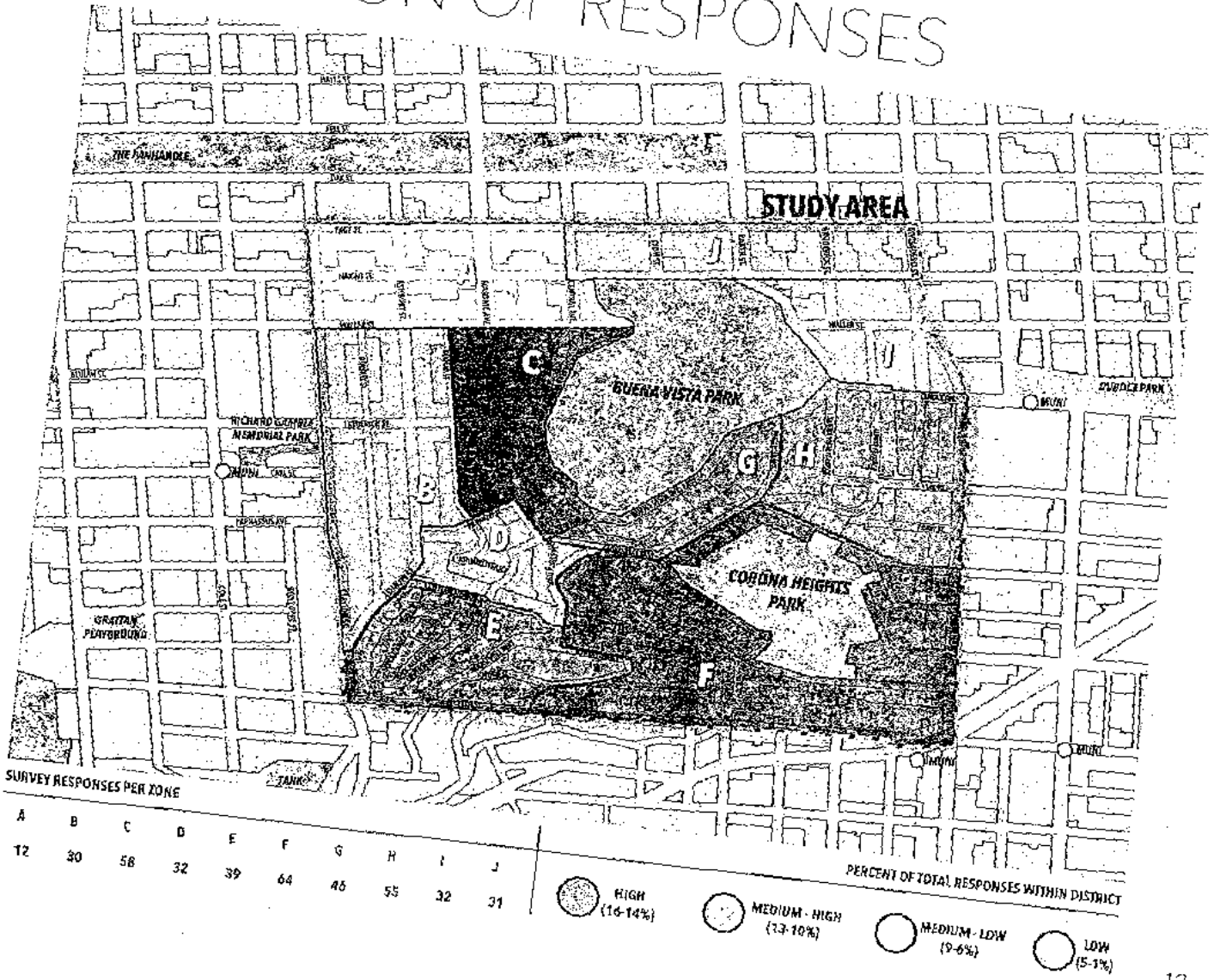
3%  
3+ DOGS

## 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%
B	30	8%	333	9%
C	58	<b>15%</b>	188	31%
D	32	8%	156	21%
E	39	10%	231	17%
F	64	<b>16%</b>	450	14%
G	46	12%	65	<b>71%</b>
H	55	<b>13%</b>	242	23%
I	32	8%	118	27%
J	31	7%	120	26%
<b>Totals</b>	<b>399</b>	<b>100%</b>	<b>2,093</b>	

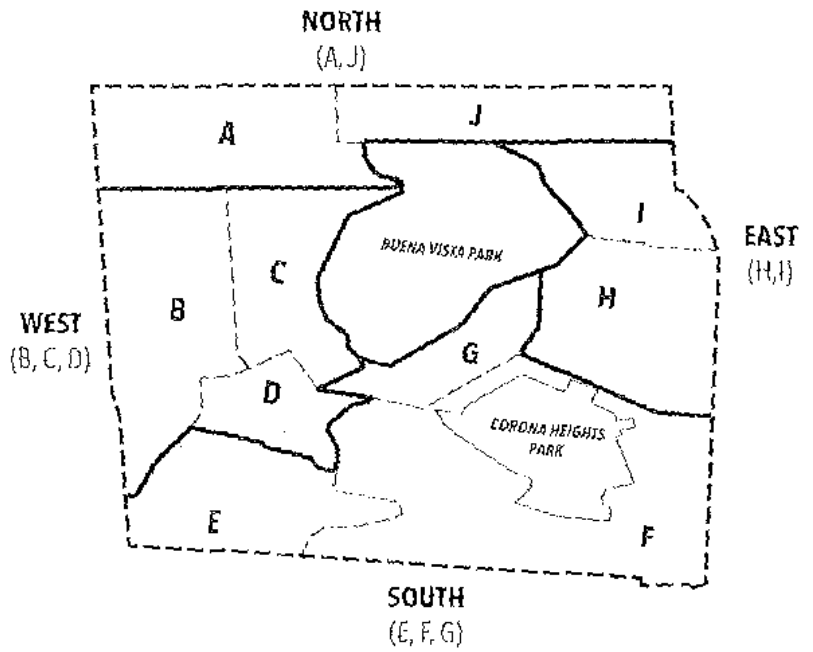
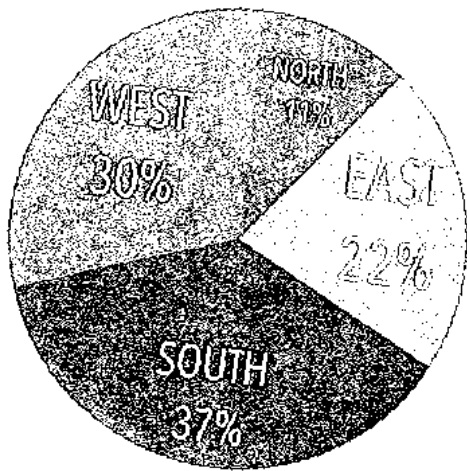
# DISTRIBUTION OF RESPONSES



# DISTRIBUTION OF RESPONSES

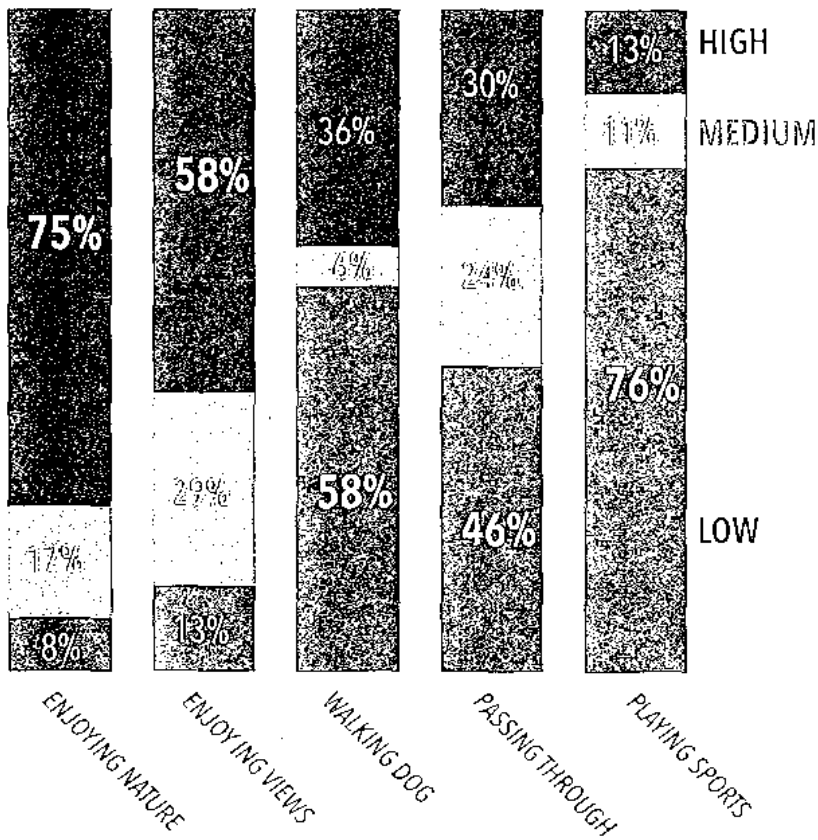
Zone C and F had some of the highest concentrations of respondents who identified their address or cross street.

Geographically, the southern and western neighborhoods surrounding Buena Vista Park were among those who had the highest rate of responses.



# DETAILED ANALYSIS

# 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 (1st 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

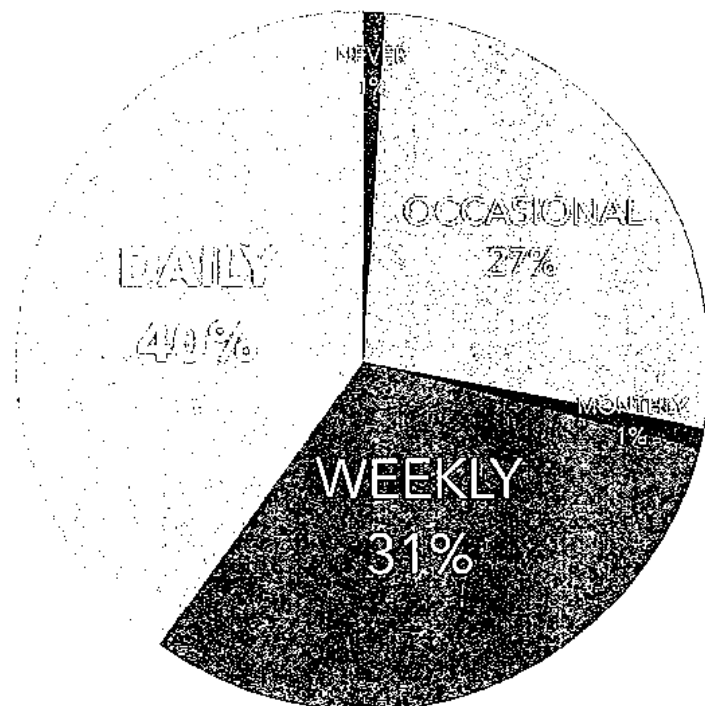
Med = 2nd Next Reason

Low = 3rd Next Reason & Last Reason

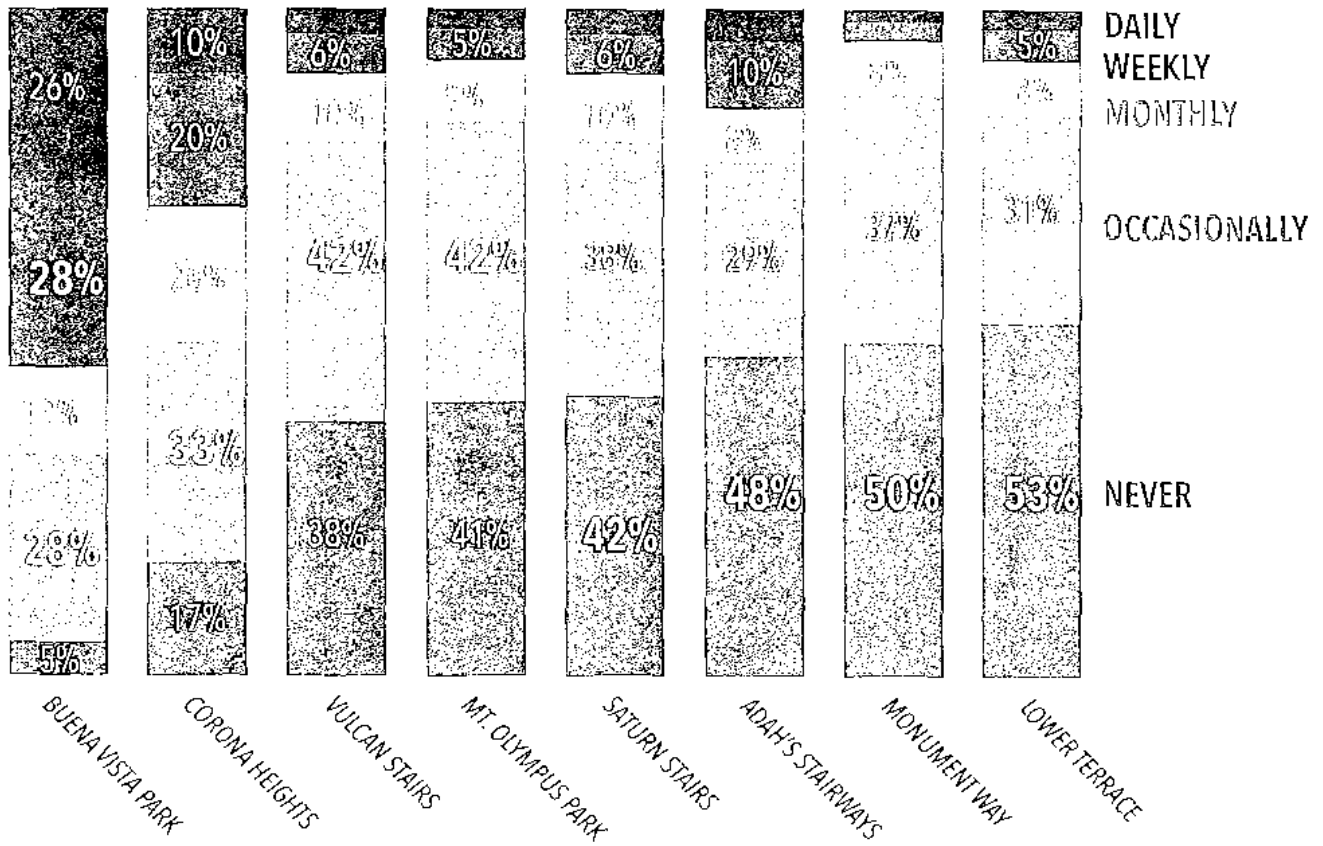
## FREQUENCY OF USE - NEAREST OPEN SPACE

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 felt 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	<b>67%</b>	16%	17%
Landscaping & Trees	<b>69%</b>	15%	16%
Recreation Equipment	24%	26%	<b>50%</b>
Signage	12%	15%	<b>73%</b>
Perimeter Lights	36%	20%	<b>44%</b>

# 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: 1st Reason, Next Reason, Medium: 2nd Next Reason, Low: 3rd Next Reason, Last Reason).

SERVICE	HIGH	MEDIUM	LOW
Enhanced Maintenance	<b>77%</b>	13%	10%
Security	<b>71%</b>	17%	12%
Garbage Services	42%	40%	18%
Programming	12%	14%	<b>74%</b>
Other	9%	18%	<b>73%</b>

# WILLINGNESS TO SUPPORT



MONETARY ASSESSMENT LEVELS WITH PERCENTAGE RESULTS OF THOSE WILLING TO PAY

WILLINGNESS OF ZONES TO PAY ASSESSMENT

\$150 - 250	\$250 - 375	\$375 - 500	\$500 +
70%	13%	11%	6%

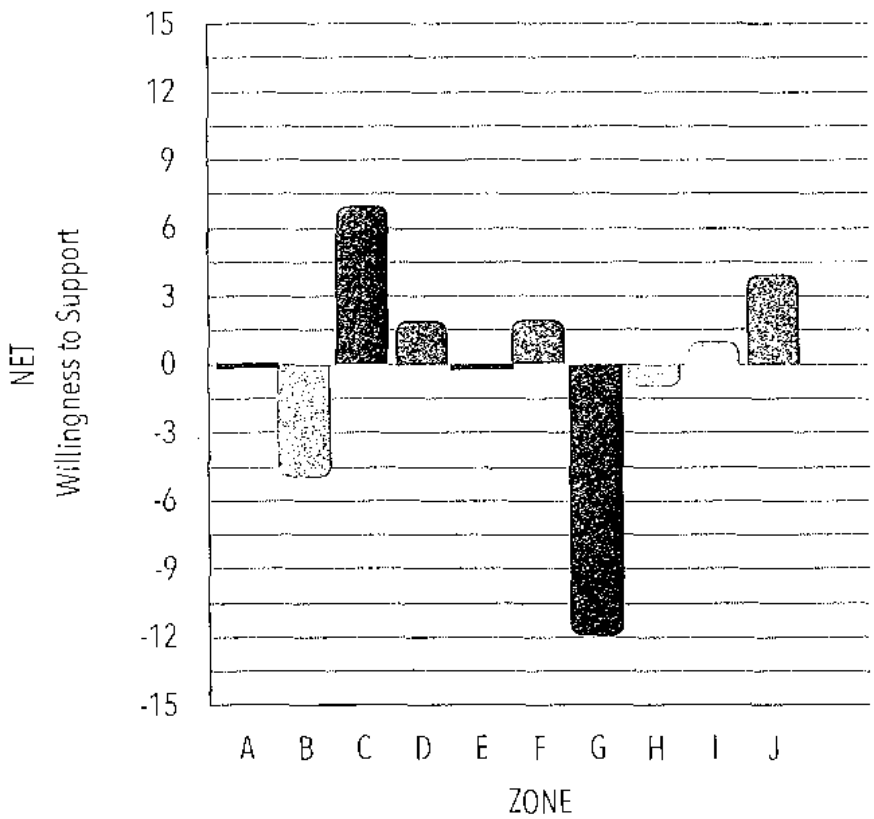


# WILLINGNESS TO SUPPORT

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.

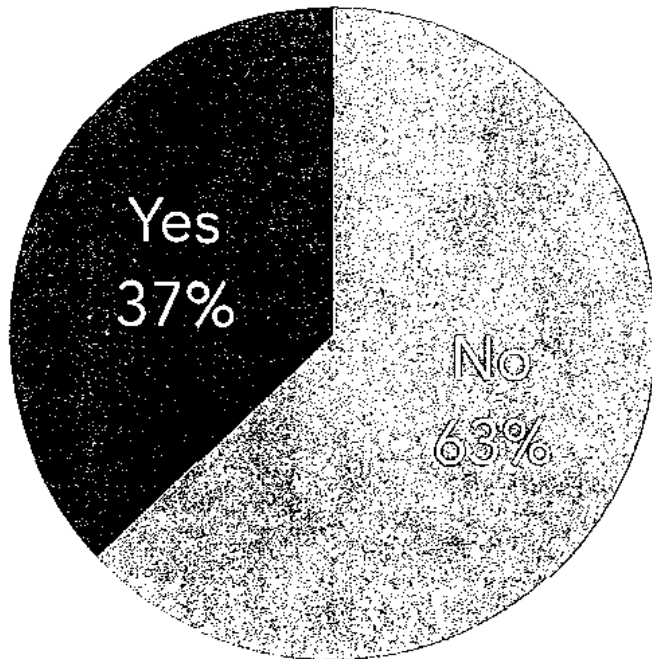
The bar graph shows the total value of a zone's willingness to pay an assessment. The value is taken as the difference between the number of "no" and a "yes" respondents within an zone.

— Neutral



# SUPPORT FOR GBD

A majority of survey respondents indicated that they would not 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:
  - 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
  - Appropriate charts, graphs, and tables to facilitate data understanding
  - 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
  - Appropriate charts, graphs, and tables to facilitate data understanding
  - 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 meet 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:
  - APN
  - SITUS
  - Property Owner Name
  - Mailing Address
  - Mailing City
  - Mailing State
  - Mailing Zip Code
  - Necessary parcel characteristic information to determine individual assessment
  - Assessment for each parcel
  - Percentage of total assessment budget that each individual parcel is

**Task 6 Deliverables**

F. Final Assessment Database for Project Area B

### 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
  - Mailing database
  - 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
  - Updating the GBD website to inform the community of the status change
  - A direct mailing to property owners indicating the change in status of the potential GBD
  - 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

November 27, 2018

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 [www.inner-sunset.org/survey](http://www.inner-sunset.org/survey). 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 Inner 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)



INNER SUNSET PARK NEIGHBORS

1032 Irving Street, #511, San Francisco, CA 94122

## Leger, Cheryl (BOS)

---

**From:** Thompson, Marianne (ECN)  
**Sent:** Friday, June 14, 2019 3:51 PM  
**To:** 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 Petition Mailing Package - sample.pdf; Deliverable 5 - Mission Dolores GBD Proof of Petition 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 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

**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 XIII D of the California Constitution to create a property-based business improvement district.*

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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 [www.doloresgbd.org](http://www.doloresgbd.org). 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 ethnic 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.

**DISTRICT OVERVIEW**

<p><b>Location</b></p>	<p>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<sup>nd</sup> Street, 21<sup>st</sup> Street, and Hill Street to the south. The District abuts an existing Community Benefit District: the Castro/Upper Market Community Benefit District.</p>
<p><b>Improvements &amp; Activities</b></p>	<p><b>Cleaning, Safety &amp; Beautification:</b> 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.</p> <p>The Cleaning, Safety &amp; 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.</p> <p><b>Advocacy &amp; Engagement:</b> includes communications and relationship building with District stakeholders and City agencies, advocacy, and neighborhood engagement.</p> <p><b>Accountability &amp; Transparency:</b> includes handling of day-to-day operations, grant writing, financials, and all administrative tasks.</p>
<p><b>Method of Financing</b></p>	<p>Levy of assessments upon real property that benefits from GBD services, activities, and improvements.</p>

<p><b>Budget</b></p>	<p>Total District expenditures for its first year of operations are \$1,110,000.  86.04% Cleaning, Safety, &amp; Beautification (\$955,000)  7.66% Advocacy &amp; Engagement (\$85,000)  6.31% Accountability &amp; Transparency (\$70,000)</p> <p>Proposed District revenues are \$1,110,000.  95.7% Special Benefit Assessment Revenues (\$1,062,250)  4.3% Other Sources (\$47,750)</p>
<p><b>Governance</b></p>	<p>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.</p>
<p><b>Method of Collecting Assessment</b></p>	<p>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.</p> <p>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.</p> <p>The GBD assessment is collected semi-annually on property tax bills administered by the City &amp; 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.</p>

<p><b>Annual Assessments</b></p>	<p>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 methodology, please refer to <i>Appendix A: Assessment Engineer's Report</i>.</p> <p>The following equation can be used to calculate a parcel's annual assessment:</p> $\begin{aligned} & (\text{Parcel Lot Square Footage} \times \text{Lot Rate}) \\ & + \\ & (\text{Building Square Footage} \times \text{Building Rate}) \\ & = \\ & \text{Annual Parcel Assessment} \end{aligned}$ <p>Estimated annual maximum assessment rates for the Fiscal Year 1:</p> <table border="1" data-bbox="467 814 1258 1029"> <thead> <tr> <th>Land Use</th> <th>Lot SF Rate</th> <th>Building SF Rate</th> </tr> </thead> <tbody> <tr> <td><i>Enhanced Service Zone:</i> Commercial/Govt./Residential</td> <td>\$0.0815</td> <td>\$0.0815</td> </tr> <tr> <td><i>Standard Service Zone</i> Commercial/Govt./Residential</td> <td>\$0.0429</td> <td>\$0.0429</td> </tr> <tr> <td>Non-Profit/School</td> <td>\$0.0214</td> <td>\$0.0214</td> </tr> </tbody> </table>	Land Use	Lot SF Rate	Building SF Rate	<i>Enhanced Service Zone:</i> Commercial/Govt./Residential	\$0.0815	\$0.0815	<i>Standard Service Zone</i> Commercial/Govt./Residential	\$0.0429	\$0.0429	Non-Profit/School	\$0.0214	\$0.0214
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<i>Standard Service Zone</i> Commercial/Govt./Residential	\$0.0429	\$0.0429											
Non-Profit/School	\$0.0214	\$0.0214											
<p><b>Assessment Adjustments</b></p>	<p>Annual assessment rates can <b>only</b> 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.</p>												
<p><b>City Services</b></p>	<p>The City &amp; 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 &amp; 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.</p>												
<p><b>District Formation</b></p>	<p>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:</p> <ol style="list-style-type: none"> <li>1. Property owners representing at least 30% of assessments proposed to be levied must submit a signed petition to the San Francisco Board of Supervisors.</li> <li>2. Property owners receive notice of the proposed assessment and a Ballot, with instructions on how to return the Ballot to the City.</li> </ol> <p>If returned ballots representing 50% or more of assessments are in support, then the Board of Supervisors may vote to establish the GBD.</p>												
<p><b>Term</b></p>	<p>10 years (July 1, 2019 to June 30, 2030)</p>												

<b>Disestablishment</b>	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, litter, 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.

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



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 22<sup>nd</sup> Street and 21<sup>st</sup> 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 Street, from Duboce Street south to 14<sup>th</sup> Street
- East and west sides of Valencia Street, from 14<sup>th</sup> Street south to 22<sup>nd</sup> Street, including APNs 3547 -018B and 3547 -019 on the south side of 14<sup>th</sup> Street, APNs 3569 -050 and 3569 -051 on the south side of 16<sup>th</sup> Street, APN 3589 -145 on the south side of 18<sup>th</sup> Street, APN 3609 -044 on the south side of 20<sup>th</sup> Street, APNs 3609 -025 and 3609 -023 on the north side of 21<sup>st</sup> Street, and APN 3616 -028 on the south side of 21<sup>st</sup> Street
- APNs fronting 21<sup>st</sup> Street, from Valencia Street west to Chattanooga Street
- APNs west of MUNI right-of-way (APN 3619 -033A), including APN 3619 -055, from 21<sup>st</sup> Street south to 22<sup>nd</sup> 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 19<sup>th</sup> Street
- APNs fronting 19<sup>th</sup> Street, east to Hartford Street, excluding APN 3583 -056
- Both sides of Hartford Street, from 19<sup>th</sup> Street north to 18<sup>th</sup> Street, excluding APNs 3583 -079 and 3583 -080, which are part of the Castro/Upper Market CBD
  - Excluding APNs fronting 18<sup>th</sup> Street, from Hartford Street east to Noe Street, which are part of the Castro/Upper Market CBD
- South side of 17<sup>th</sup> Street, from Hartford Street east to Noe Street
- Block 3564, on the east side of Noe Street, from 17<sup>th</sup> Street north to 16<sup>th</sup> 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 16<sup>th</sup> Street, from Prosper Street east to Sanchez Street
- East side of Sanchez Street, from 16<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 22<sup>nd</sup> Street, in addition to the following parcels:

- APNs 3556 -016, and 3556 -230 through 3556 -236, on the southeast corner of 16<sup>th</sup> Street at Guerrero Street
- APN 3567 -001 on the northeast corner of Guerrero Street at 16<sup>th</sup> Street
- APNs on the north and south sides of 16<sup>th</sup> 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 14<sup>th</sup> Street, APNs 3569 -050 and 3569 -051 on the south side of 16<sup>th</sup> Street, APN 3589 -145 on the south side of 18<sup>th</sup> Street, APN 3609 -044 on the south side of 20<sup>th</sup> Street, APNs 3609 -025 and 3609 -023 on the north side of 21<sup>st</sup> Street, and APN 3616 -028 on the south side of 21<sup>st</sup> Street
- APNs on the north and south sides of 18<sup>th</sup> 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.

# Proposed Boundaries of Mission Dolores Green Benefit District



 Enhanced Service Zone  
 Standard Service Zone

1" = 1,000' @ B5x11" plot



### 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

<b>CLEANING, SAFETY, &amp; BEAUTIFICATION ENHANCEMENTS</b>
<ul style="list-style-type: none"><li>• Maintenance Ambassador: Coordinated curb sweeping</li><li>• Maintenance Ambassador: On-call graffiti abatement</li><li>• Steam Cleaning/power washing major high traffic sidewalks</li><li>• Community Greening Improvements</li><li>• Service delivery, scheduling, &amp; quality assurance</li><li>• Police Specials (or equivalent special protection services)</li><li>• Community Ambassador</li><li>• Community Safety Improvements</li><li>• Issue response, follow-up, &amp; problem solving</li></ul>
<b>ADVOCACY &amp; ENGAGEMENT</b>
<ul style="list-style-type: none"><li>• Fundraising</li><li>• City Coordination &amp; Advocacy</li><li>• Community Events &amp; Engagement</li><li>• Local Business Promotion</li></ul>
<b>ACCOUNTABILITY &amp; TRANSPARENCY</b>
<ul style="list-style-type: none"><li>• Communications</li><li>• Financial Reporting</li><li>• Rent, utilities, insurance, accounting, legal, etc.</li></ul>

## 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:

- **Trash Patrol:** Supply trash and debris removal staff targeting trash and debris hot spots identified by the community.
- **Sidewalk steam cleaning:** Provide scheduled sidewalk steam cleaning/power washing in high need pedestrian areas and also on-call response.
- **Graffiti Abatement:** Address graffiti hotspots identified by the community and provide on-call response.
- **Care and Enhancement of Informal Parks & Open Spaces:** Perform small-scale sapling and shrub pruning, weed removal, fertilization, irrigation & turf care, and sidewalk/stairway repair. Fund new plantings if not provided for.
- **Safety Enhancements:** 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.
- **Homeless & Transient Outreach:** 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:

- **Neighborhood Advocacy:** 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
- **Neighborhood Fundraising:** 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.
- **Community Engagement:** 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.
- **Neighborhood Improvement:** 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.
- **Strengthen the Connection between Parks and the Neighborhood:** 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 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".
- **Communication & Outreach:** 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".
- **Compliance:** 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.

**B. District Budget**

The total budget to fund improvements and activities in the first fiscal year of the District is \$1,110,000.

Table 1: 2019/20 Maximum Budget

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%
<b>Total Expenditures</b>	<b>\$990,000</b>	<b>\$120,000</b>	<b>\$1,110,000</b>	<b>100.00%</b>
REVENUES				
Assessment Revenues	\$948,250	\$114,000	\$1,062,250	95.70%
Other Revenues (1)	\$41,750	\$6,000	\$47,750	4.30%
<b>Total Revenues</b>	<b>\$990,000</b>	<b>\$120,000</b>	<b>\$1,110,000</b>	<b>100.00%</b>

(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.

Table 2: Projected 10-Year Maximum Budget

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

**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 of the GBD, including, for example, project management of the formation process, contract negotiation and drafting, and the provision of legal advice and representation with respect to formation of the GBD, (e) ballot 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

number of benefit units by land use type and zone are as follows:

Table 4. Assessable Square Footage

Land Use	Benefit Units	
	Lot SF	Building SF
<b>Enhanced Zone:</b> Comm/Govt/Res	1,061,190	1,888,850
<b>Standard Zone:</b> Comm/Govt/Res	8,491,741	9,079,485
Non-Profit/Educational	1,407,397	1,792,387
<b>TOTAL:</b>	<b>10,960,328</b>	<b>12,760,722</b>

**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 = \$407.50  
 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 = \$214.50  
 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.

Table 6. Educational and non-profit parcels within the MDGBD

APN	OWNER NAME	APN	OWNER NAME
3533 -007	SAN FRANCISCO FRIENDS SCHOO	3567 -035	CHILDRENS DAY SCHOOL
3533 -037	MERCY HOUSING CA 69 LP	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 U.C

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

#### **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 or 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, flyer 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:



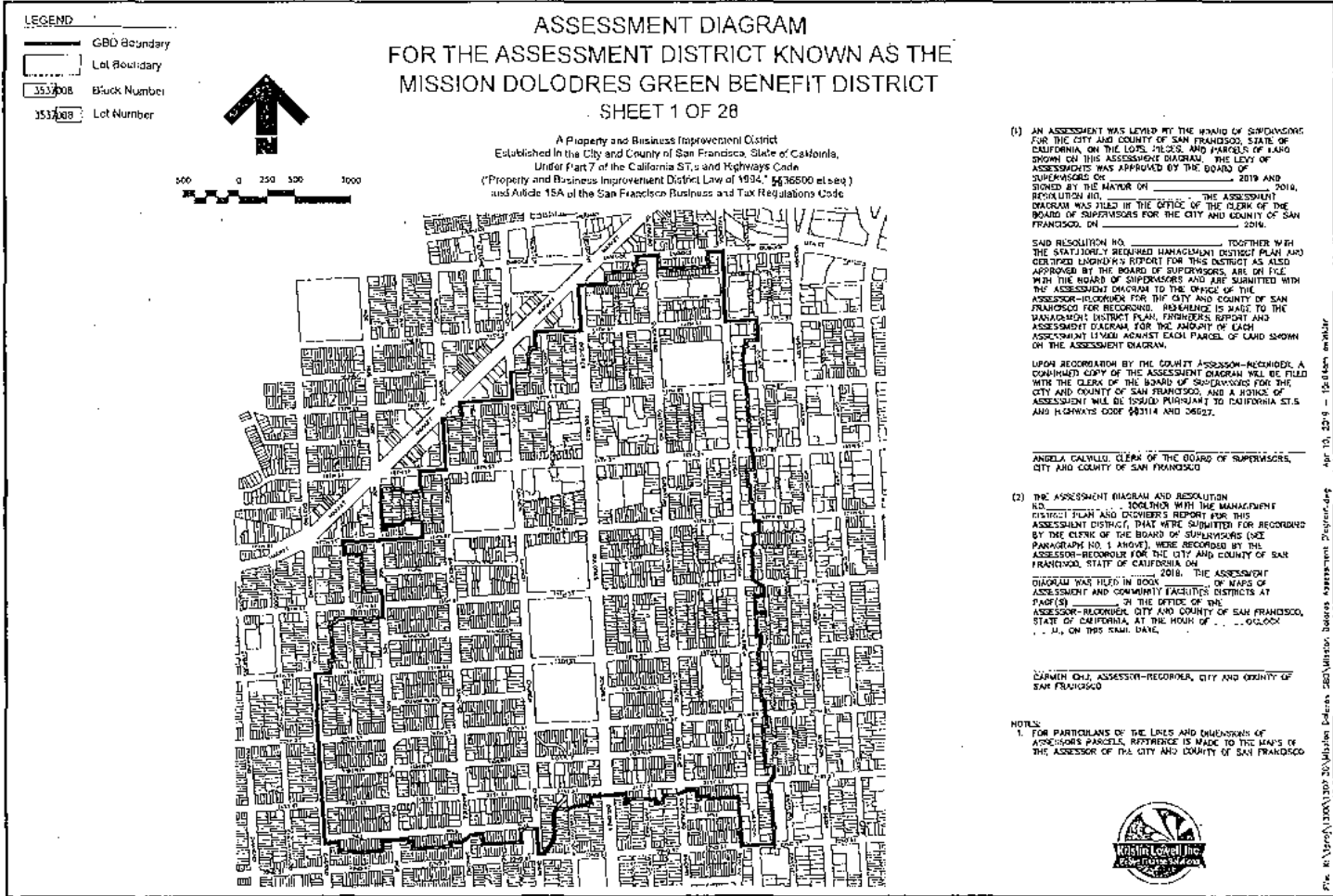
- Requires Board members to itemize any interest, however remote, in any other agreement with the City & County of San Francisco, including any commission, department, or subdivision thereof
- Recuse and prohibit financially interested Board members from any matter that gives rise to a conflict between 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

Appendix B: Assessment Diagram



(1) AN ASSESSMENT WAS LEVIED BY THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, ON THE LOTS, PLOTS, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. THE LEVY OF ASSESSMENTS WAS APPROVED BY THE BOARD OF SUPERVISORS ON \_\_\_\_\_ 2019 AND SIGNED BY THE MAYOR ON \_\_\_\_\_ 2019, RESOLUTION NO. \_\_\_\_\_.

TOGETHER WITH THE SATISFACTORILY PREPARED MANAGEMENT DISTRICT PLAN AND CERTIFIED FINANCIAL REPORT FOR THIS DISTRICT AS ALSO APPROVED BY THE BOARD OF SUPERVISORS, ARE ON FILE WITH THE BOARD OF SUPERVISORS AND ARE SUBMITTED WITH THE ASSESSMENT DIAGRAM TO THE OFFICE OF THE ASSESSOR-REGISTRAR FOR THE CITY AND COUNTY OF SAN FRANCISCO FOR RECORDING. REFERENCE IS MADE TO THE MANAGEMENT DISTRICT PLAN, FINANCIAL REPORT AND ASSESSMENT DIAGRAM FOR THE AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THE ASSESSMENT DIAGRAM.

UPON RECORDATION BY THE COUNTY ASSESSOR-REGISTRAR, A COPIED COPY OF THE ASSESSMENT DIAGRAM WILL BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, AND A NOTICE OF ASSESSMENT WILL BE ISSUED PURSUANT TO CALIFORNIA STS. AND HIGHWAYS CODE §§8114 AND 06027.

ANDREA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS, CITY AND COUNTY OF SAN FRANCISCO

(2) THE ASSESSMENT DIAGRAM AND RESOLUTION NO. \_\_\_\_\_ TOGETHER WITH THE MANAGEMENT DISTRICT PLAN AND FINANCIAL REPORT FOR THIS ASSESSMENT DISTRICT, THAT WERE SUBMITTED FOR RECORDING BY THE CLERK OF THE BOARD OF SUPERVISORS (SEE PARAGRAPH NO. 1 ABOVE), WERE RECORDED BY THE ASSESSOR-REGISTRAR FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, ON \_\_\_\_\_ 2018. THE ASSESSMENT DIAGRAM WAS HELD IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) \_\_\_\_\_ IN THE OFFICE OF THE ASSESSOR-REGISTRAR, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ P.M., ON THIS SAID DATE.

CARMEN CHU, ASSESSOR-REGISTRAR, CITY AND COUNTY OF SAN FRANCISCO

NOTES:  
1. FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR OF THE CITY AND COUNTY OF SAN FRANCISCO.



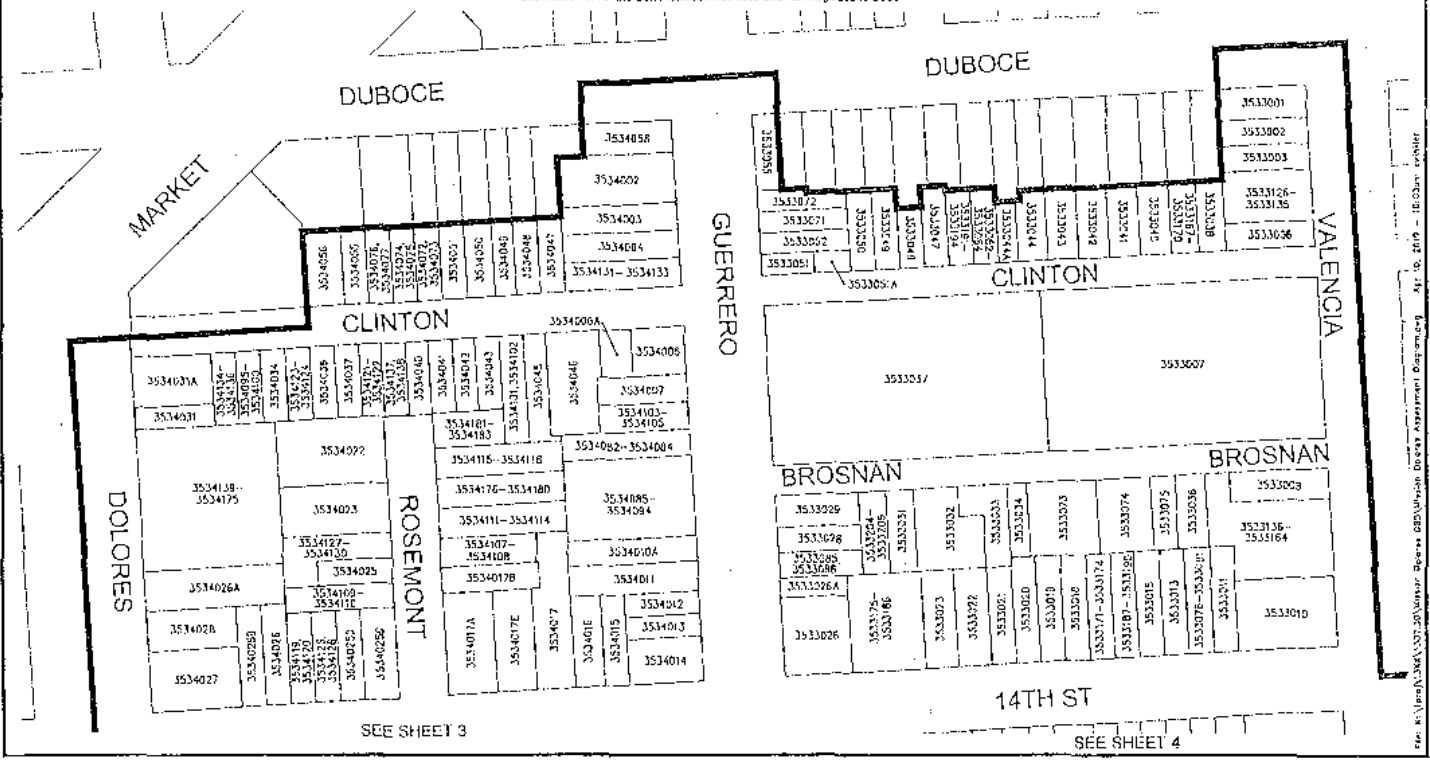
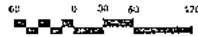
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- LEGEND**
- CBD Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

**ASSESSMENT DIAGRAM**  
**FOR THE ASSESSMENT DISTRICT KNOWN AS THE**  
**MISSION DOLORES GREEN BENEFIT DISTRICT**  
**SHEET 2 OF 28**







A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.F. and Highways Code  
(Property and Business Improvement District Law of 1994) §§ 36600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



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LEGEND

-  GBD Boundary
-  Lot Boundary
-  Block Number
-  Lot Number

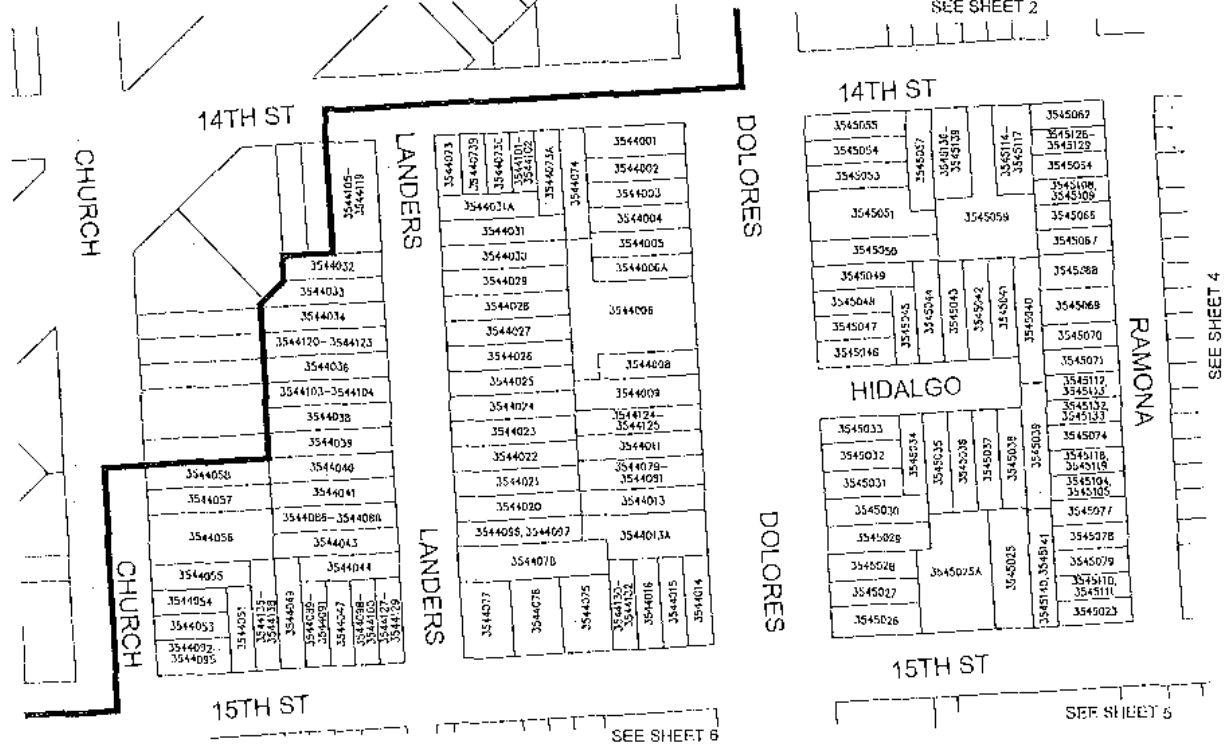
ASSESSMENT DIAGRAM  
 FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
 MISSION DOLORES GREEN BENEFIT DISTRICT  
 SHEET 3 OF 28



A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California ST's and Highways Code  
 ("Property and Business Improvement District Law of 1994," §§26600 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code



SEE SHEET 2



SEE SHEET 4

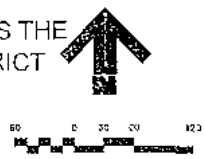
SEE SHEET 6

SEE SHEET 5

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- LEGEND**
- GDU Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT SHEET 4 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
(Property and Business Improvement District Law of 1994, § 936000 et seq.)  
and Article 16A of the San Francisco Business and Tax Regulations Code

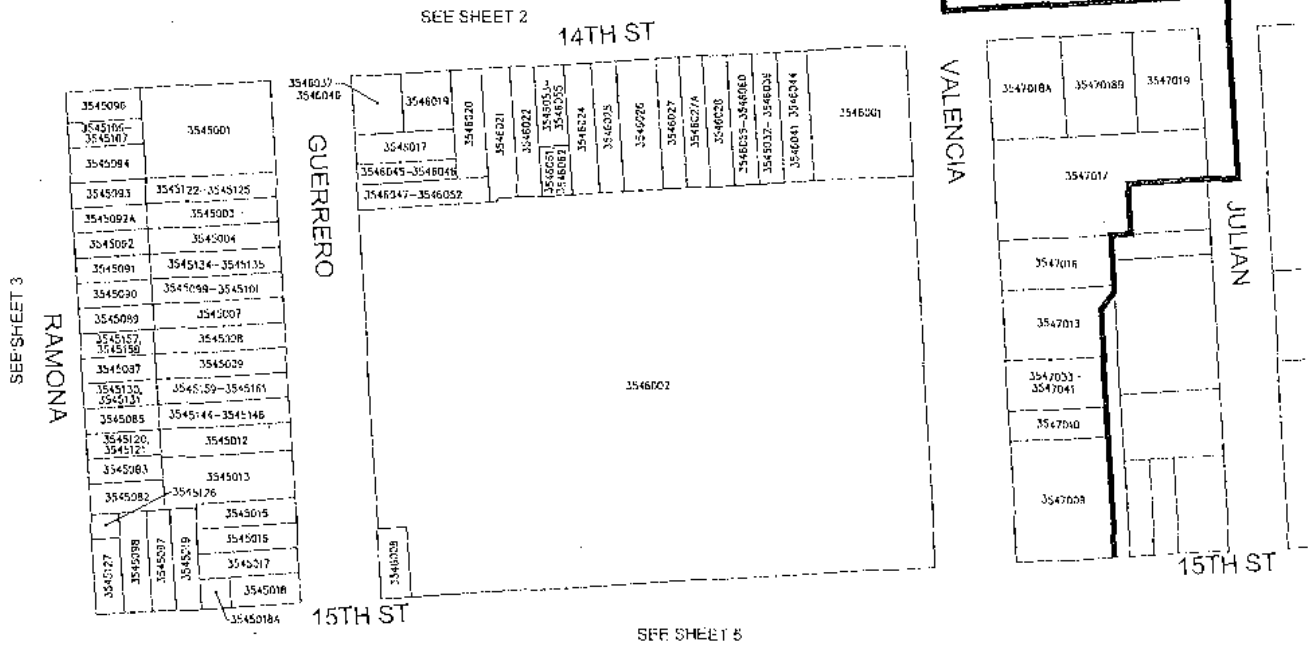


Fig. 15, 16 and 17 are 1:5000 Scale Maps. Source: 1995 Mission Green Assessment Diagram. Apr. 18, 2009. 10/22/09, mwh



- LEGEND**
- GBD Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 6 OF 28**

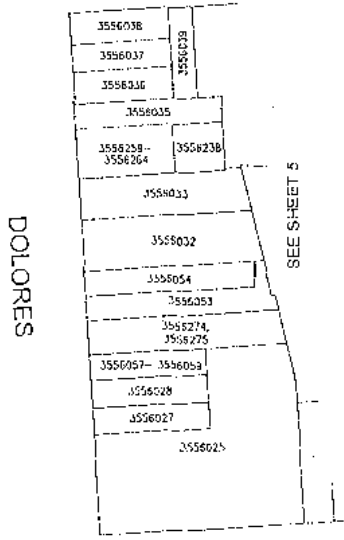
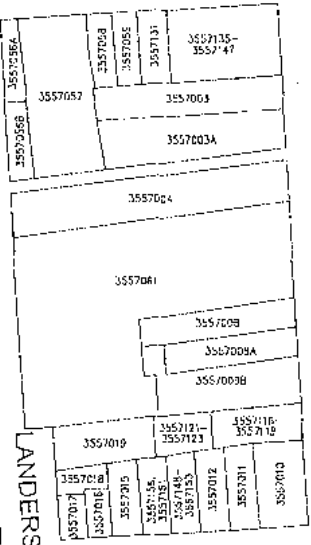
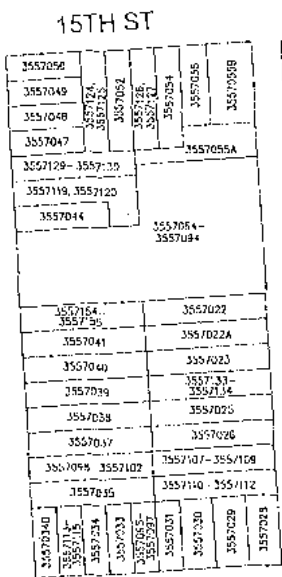
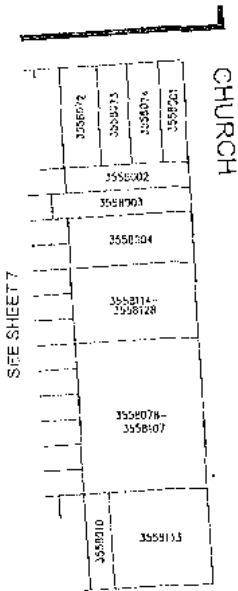


A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
[Property and Business Improvement District Law of 1994, §§36600 et seq.]  
and Article 15A of the San Francisco Business and Tax Regulations Code



SEE SHEET 3

15TH ST



16TH ST  
SEE SHEET 9

SEE SHEET 10

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**LEGEND**

— GDD Boundary

- - - Lot Boundary

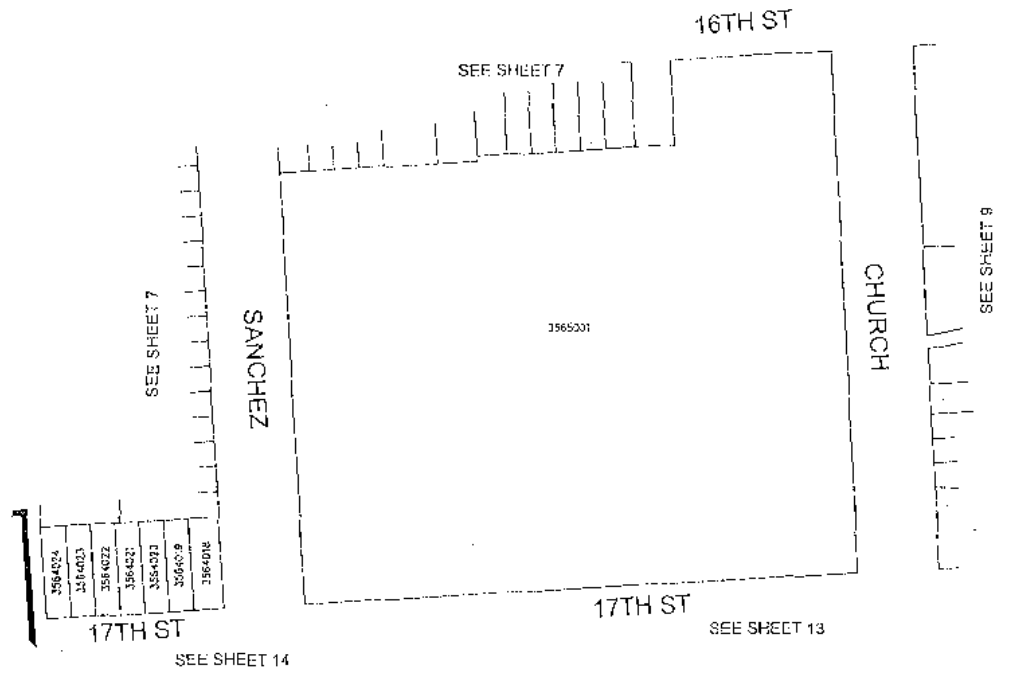
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353706 Lot Number





**ASSESSMENT DIAGRAM**  
**FOR THE ASSESSMENT DISTRICT KNOWN AS THE**  
**MISSION DOLORES GREEN BENEFIT DISTRICT**  
**SHEET 8 OF 28**



A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California Streets and Highways Code  
 ("Property and Business Improvement District" Law of 1994, §§39600 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code



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- LEGEND**
-  GRID Boundary
  -  Lot Boundary
  -  Block Number
  -  Lot Number

**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 9 OF 28**



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
("Property and Business Improvement District Law of 1994," §§36600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code

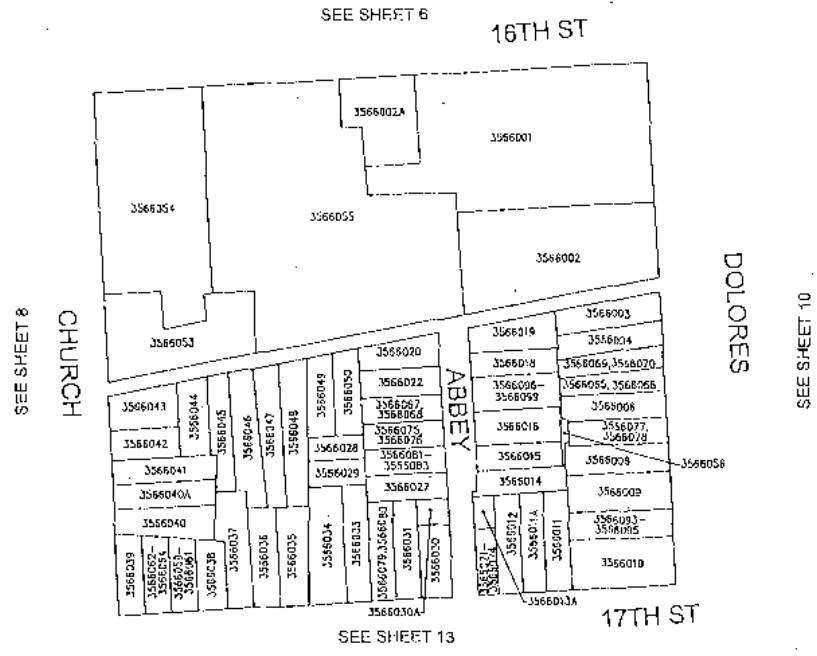
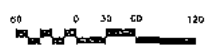


Fig. 8: \Users\j1324\30030\kathin Dolores DO\Million Dollars Assessment Diagram.dwg Apr. 10, 2013 - 10:08am et/chr

ASSESSMENT DIAGRAM  
 FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
 MISSION DOLORES GREEN BENEFIT DISTRICT  
 SHEET 10 OF 28

A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California Streets and Highways Code  
 ("Property and Business Improvement District Law of 1994," §§26800 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code

LEGEND

- ISBD Boundary
- Lot Boundary
- Block Number
- Lot Number

SEE SHEET 8

16TH ST

SEE SHEET 5



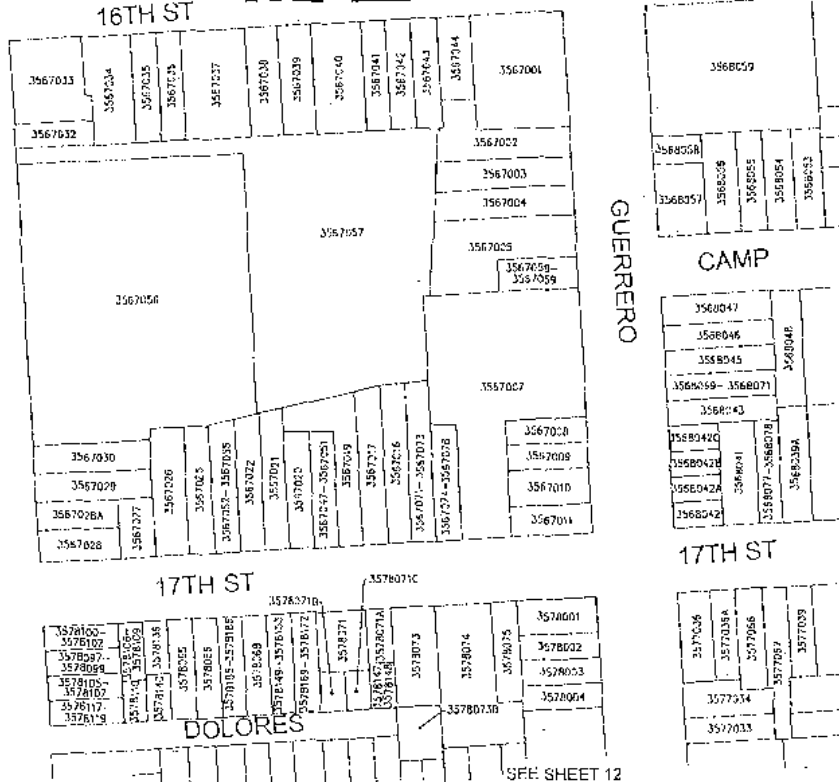
DOLORES

SEE SHEET 9

GUERRERO

CAMP

SEE SHEET 11



17TH ST

3578070C

DOLORES

SEE SHEET 12

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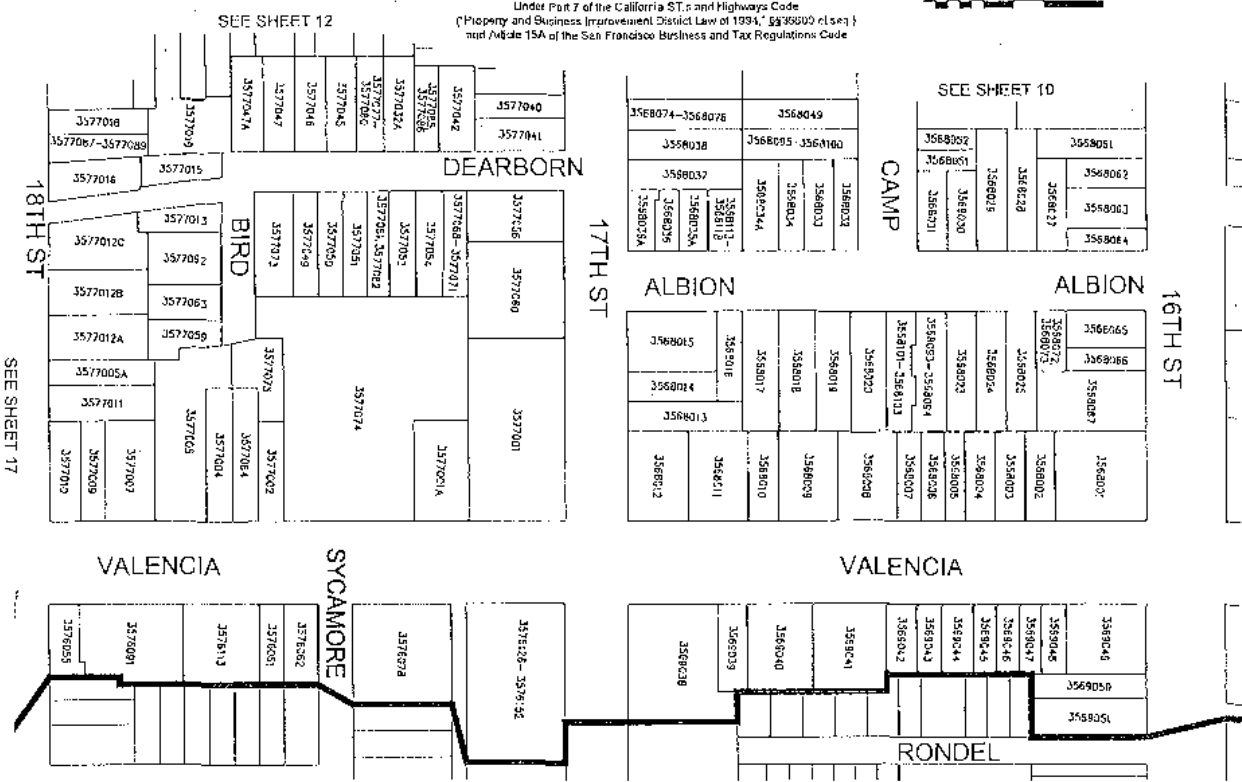
**LEGEND**

- GBD Boundary
- Lot Boundary
- Block Number
- Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT SHEET 11 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T. and Highways Code  
(Property and Business Improvement District Law of 1991, § 533600 (1) (a) and Article 15A of the San Francisco Business and Tax Regulations Code)



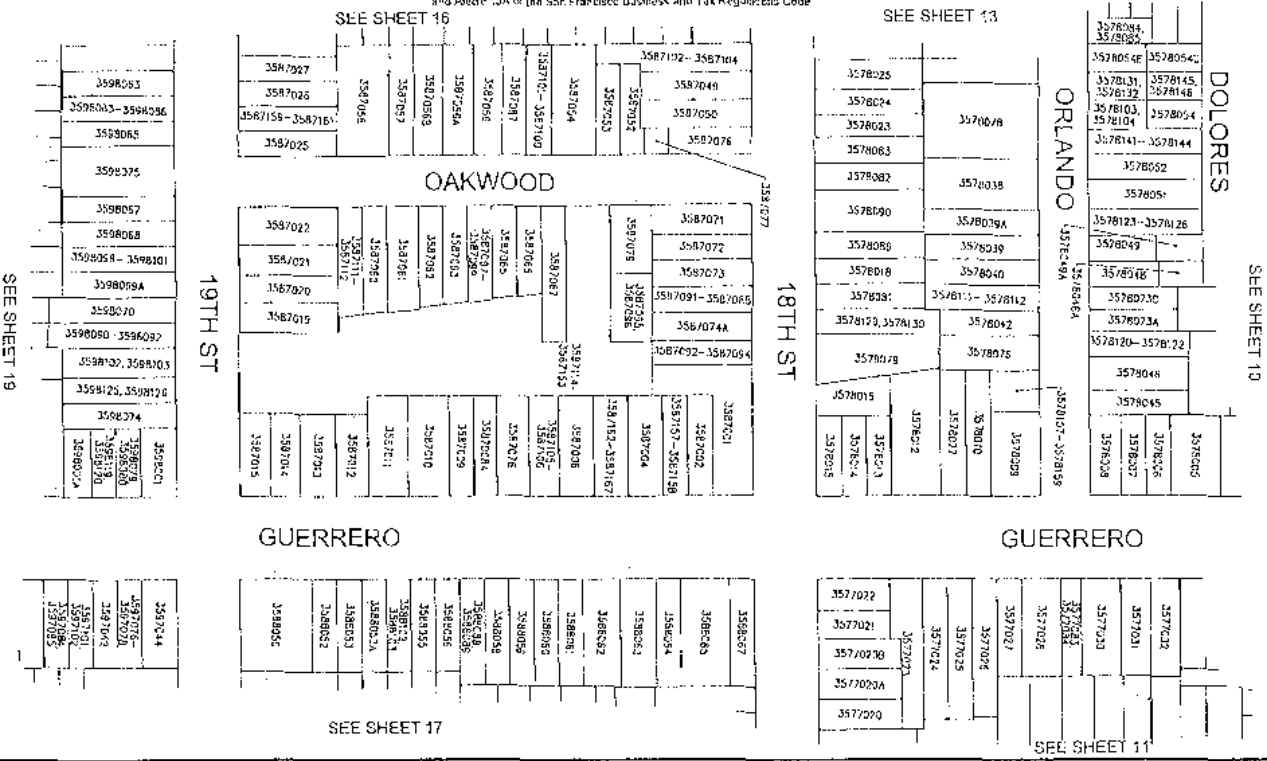
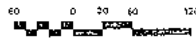
Krahn Lowell Inc. - 012 31 1st Ave - San Francisco, CA 94103 - 415-774-1111

- LEGEND**
- GPO Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 12 OF 28**



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T.s and Highways Code  
(Property and Business Improvement District Law of 1994, §524600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



19TH ST  
 18TH ST  
 17TH ST  
 16TH ST  
 15TH ST  
 14TH ST  
 13TH ST  
 12TH ST  
 11TH ST  
 10TH ST  
 9TH ST  
 8TH ST  
 7TH ST  
 6TH ST  
 5TH ST  
 4TH ST  
 3TH ST  
 2TH ST  
 1ST ST

**LEGEND**  
 --- GBD Boundary  
 --- Lot Boundary  
 353709 Block Number  
 353709 Lot Number

**ASSESSMENT DIAGRAM**  
**FOR THE ASSESSMENT DISTRICT KNOWN AS THE**  
**MISSION DOLORES GREEN BENEFIT DISTRICT**  
**SHEET 13 OF 28**



*A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California ST, and Highways Code  
 ("Property and Business Improvement District Law of 1984," §§ 36600 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code*

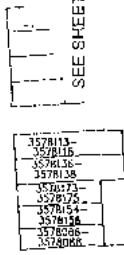
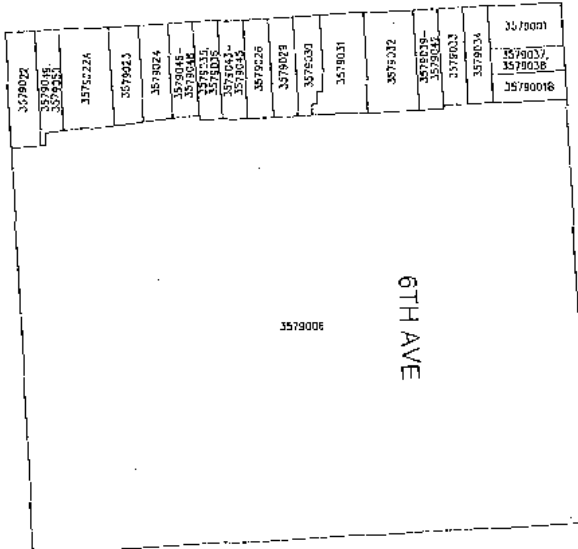
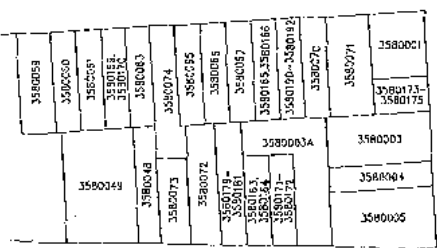


SEE SHEET 8  
 17TH ST

SEE SHEET 9

17TH ST

SEE SHEET 10



DORLAND

CHURCH

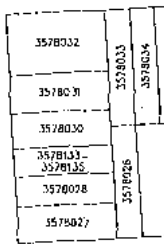
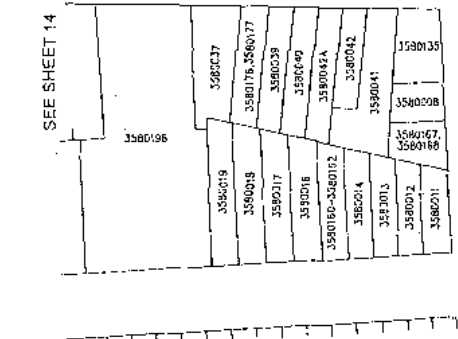
6TH AVE

ORLANDO

DOLORES

SEE SHEET 14

SEE SHEET 12



18TH ST

SEE SHEET 16

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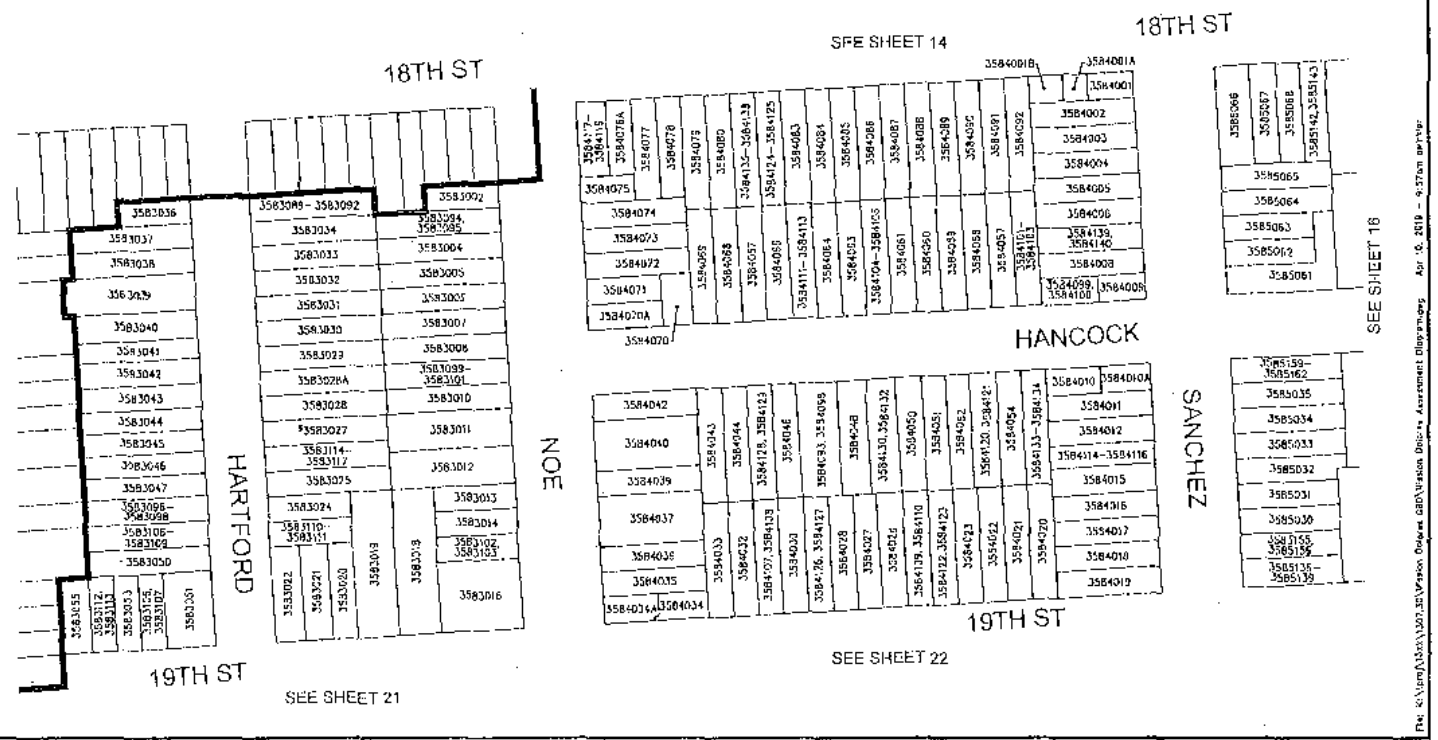


- LEGEND**
- GBD Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

**ASSESSMENT DIAGRAM**  
**FOR THE ASSESSMENT DISTRICT KNOWN AS THE**  
**MISSION DOLORES GREEN BENEFIT DISTRICT**  
 SHEET 15 OF 28



A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California S.T. and Highways Code  
 ("Property and Business Improvement District Law of 1994," §§39600 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code



The: c:\temp\353700B\353700B\Assessment Diagrams - Apr 16, 2019 - 4:37:00 pm

LEGEND  
 --- GBD Boundary  
 --- Lot Boundary  
 [35] Block Number  
 [35] Lot Number

# ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT

## SHEET 16 OF 28



A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 under Part 7 of the California State and Highways Code  
 ("Property and Business Improvement District Law of 1994," §§35500 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code



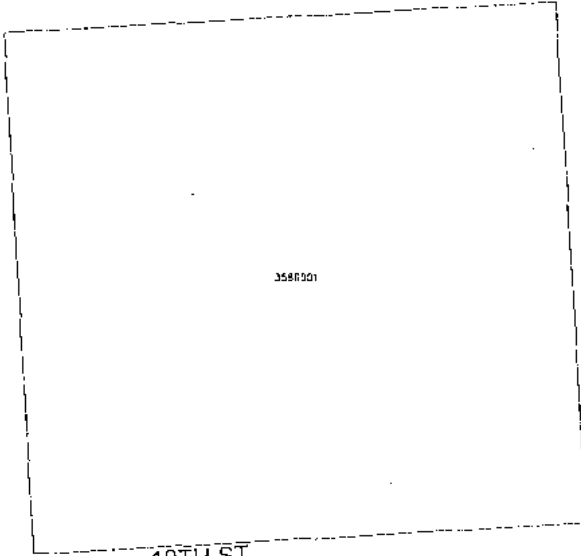
SEE SHEET 13

18TH ST

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HANCOCK

CHURCH



19TH ST





SEE SHEET 20

DOLORES

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SEE SHEET 12  
 SEE SHEET 11  
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 SEE SHEET 1

**LEGEND**

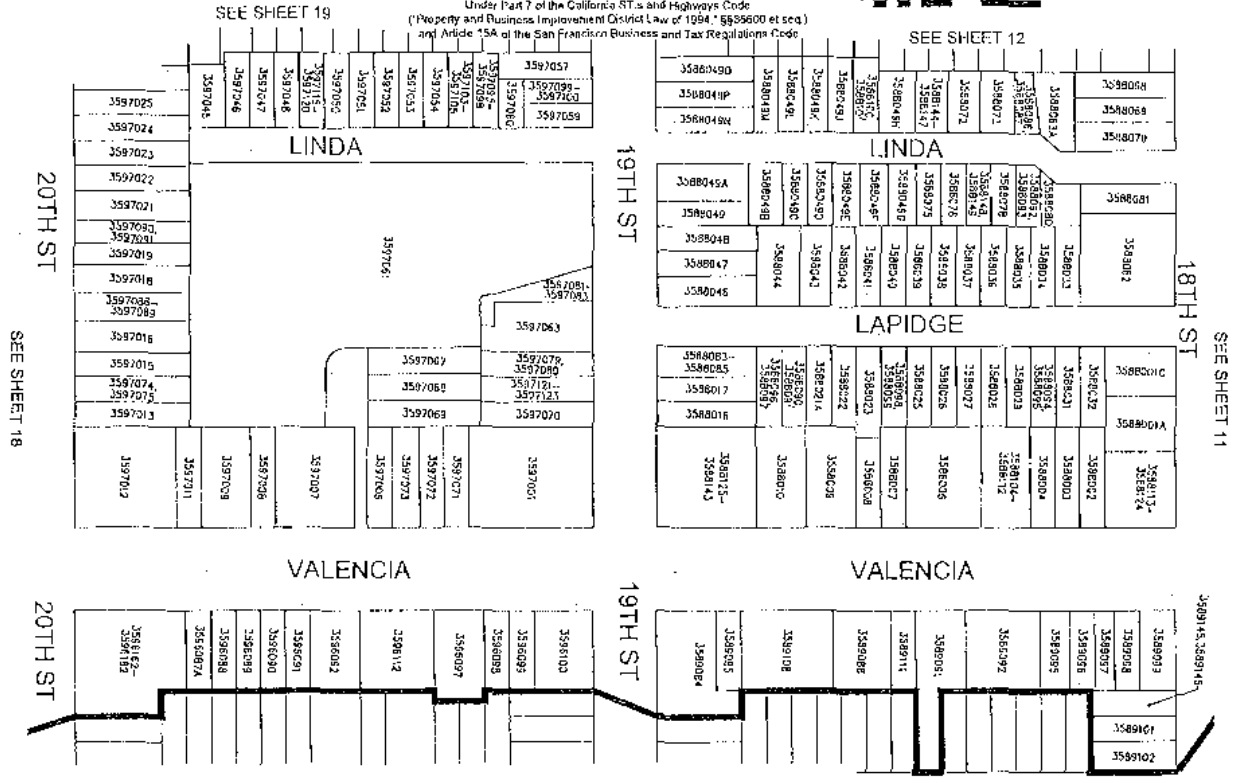
-  GBO Boundary
-  Lot Boundary
-  Block Number
-  Lot Number

### ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT

SHEET 17 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T.s and Highways Code  
(Property and Business Improvement District Law of 1994 - §§95600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



DATE: 01/14/10 BY: [illegible]

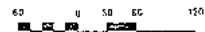
- LEGEND
- CBD Boundary
  - - - Lot Boundary
  - 3517058 Block Number
  - 3517058 Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT

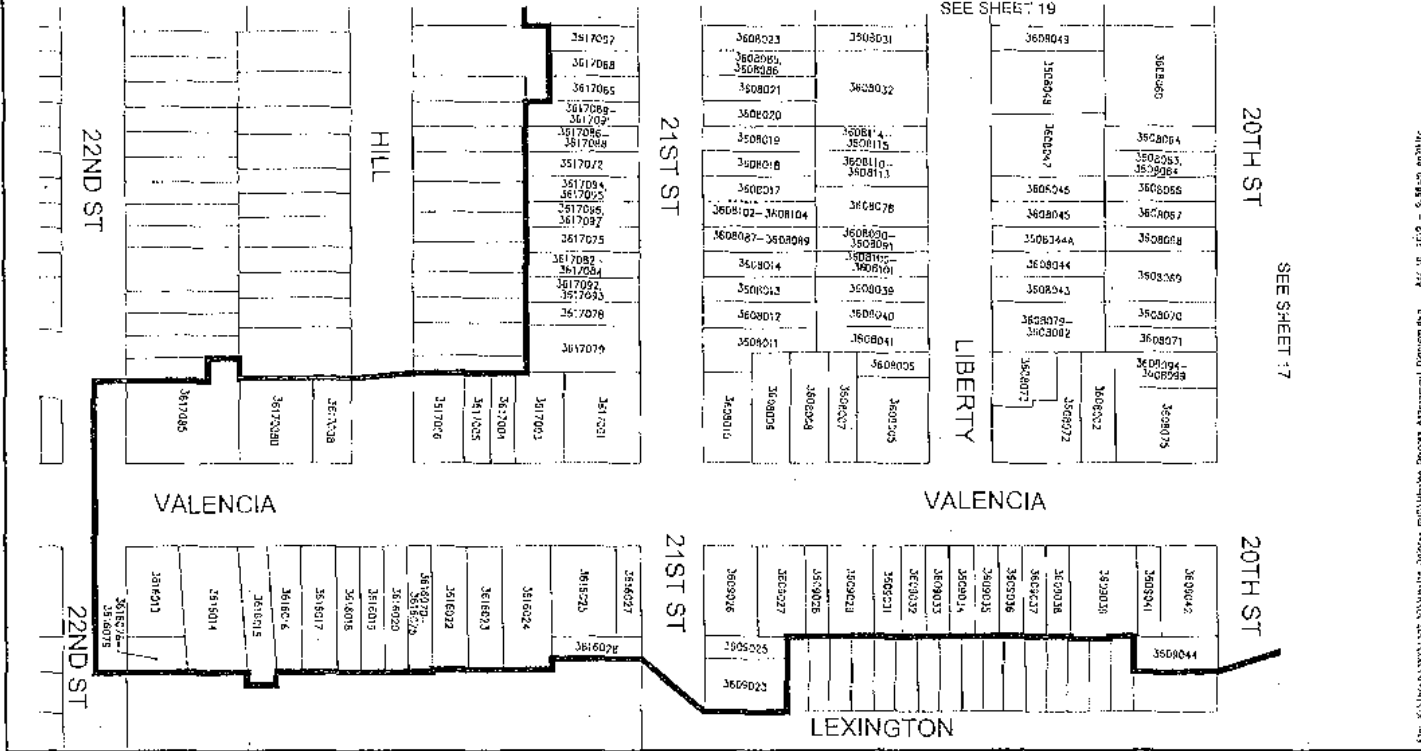
SHEET 18 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.F. and Highways Code  
(\*Property and Business Improvement District Law of 1994, §§36500 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



SEE SHEET 19

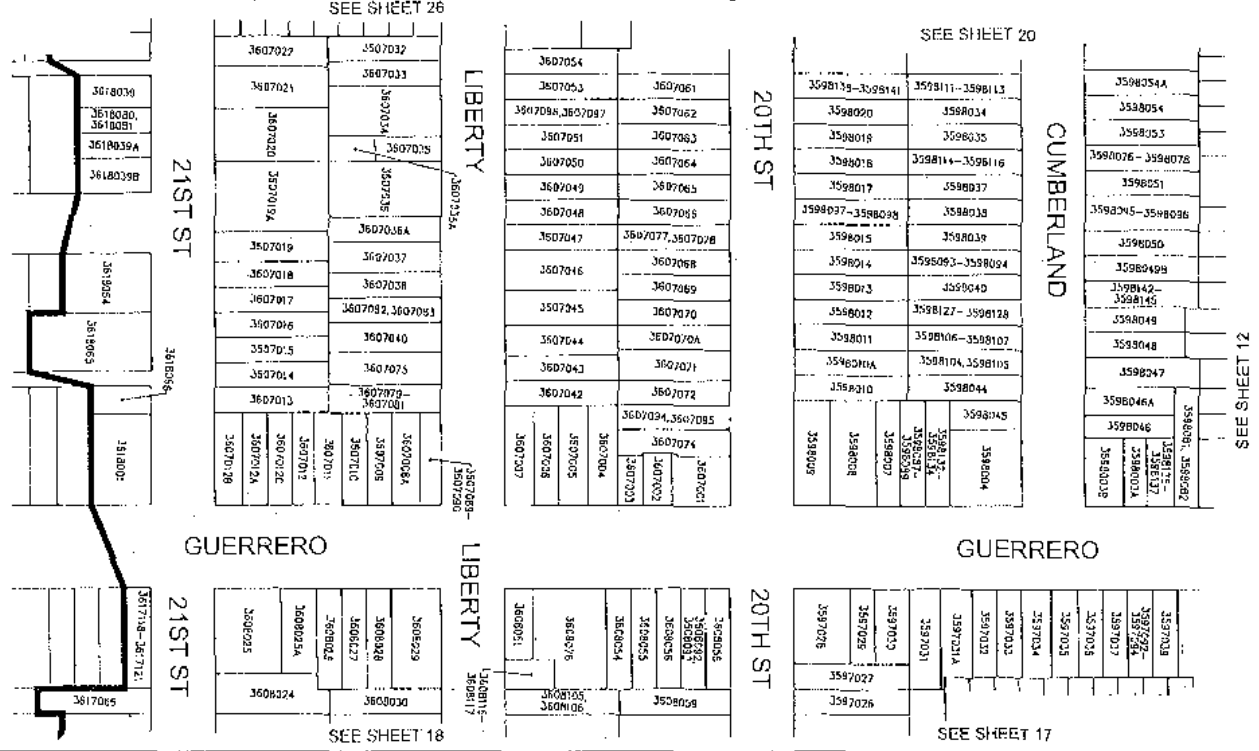


Krahn Lowell Inc. 1500 Market Street, San Francisco, CA 94102

- LEGEND**
- GSD Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 19 OF 28**

A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T.s and Highways Code  
[Property and Business Improvement District Law of 1994, §§36000 et seq.]  
and Article 15A of the San Francisco Business and Tax Regulations Code



Drawing prepared by Celia Lowell Inc. on 08/18/2017. All rights reserved. No part of this drawing may be reproduced without the written permission of Celia Lowell Inc.

LEGEND  
 --- GBU Boundary  
 --- Lot Boundary  
 3599028 Block Number  
 3599028 Lot Number

ASSESSMENT DIAGRAM  
 FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
 MISSION DOLORES GREEN BENEFIT DISTRICT  
 SHEET 20 OF 28

A Property and Business Improvement District  
 Established in the City and County of San Francisco, State of California,  
 Under Part 7 of the California ST's and Highways Code  
 (Property and Business Improvement District Law of 1994, § 559600 et seq.)  
 and Article 15A of the San Francisco Business and Tax Regulations Code

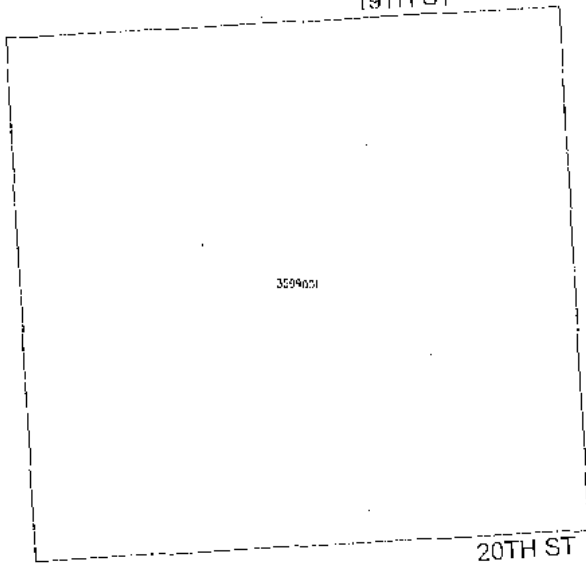


SEE SHEET 16

19TH ST

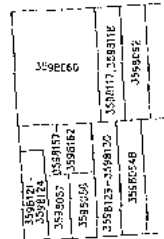
SEE SHEET 21

CHURCH



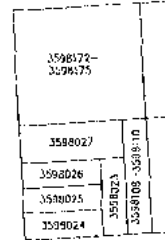
3599028

DOLORES



SEE SHEET 12

CUMBERLAND







SEE SHEET 19

20TH ST

SEE SHEET 26

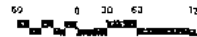
For: Mission Dolores Green Benefit District Assessment Diagram - April 10, 2013 - 11:00 am '13

- LEGEND**
-  GHQ Boundary
  -  Lot Boundary
  -  Block Number
  -  Lot Number

**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 21 OF 28**



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California State and Highways Code  
(Property and Business Improvement District Law of 1994, §§1600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code

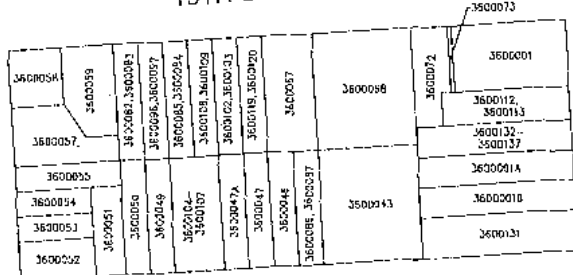
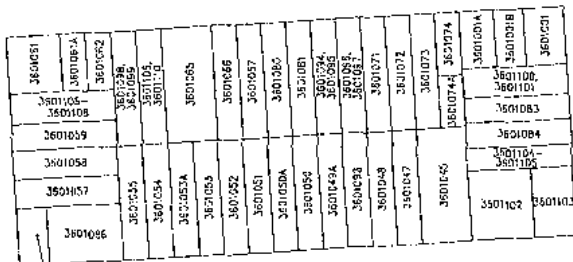


SEE SHEET 16

SEE SHEET 15

19TH ST

19TH ST

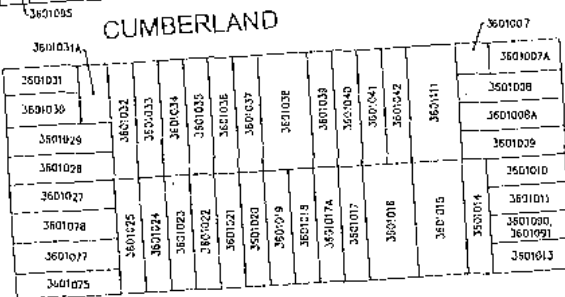


CUMBERLAND

CHURCH

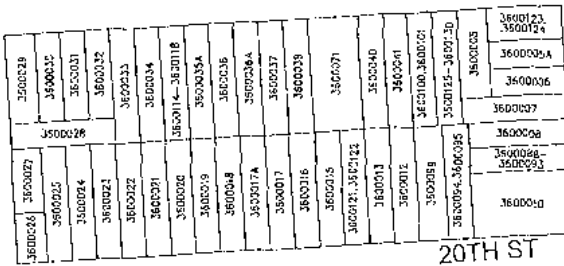
SEE SHEET 22

NOE



20TH ST


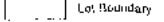

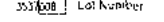
SEE SHEET 24



20TH ST

SEE SHEET 25

The Kohn Pedersen Fox Associates, Inc. San Francisco, California. Assessment Diagrams - April 10, 2015 - 9:28am - e-0101

- LEGEND**
-  GHD Boundary
  -  Lot Boundary
  -  Block Number
  -  Lot Number

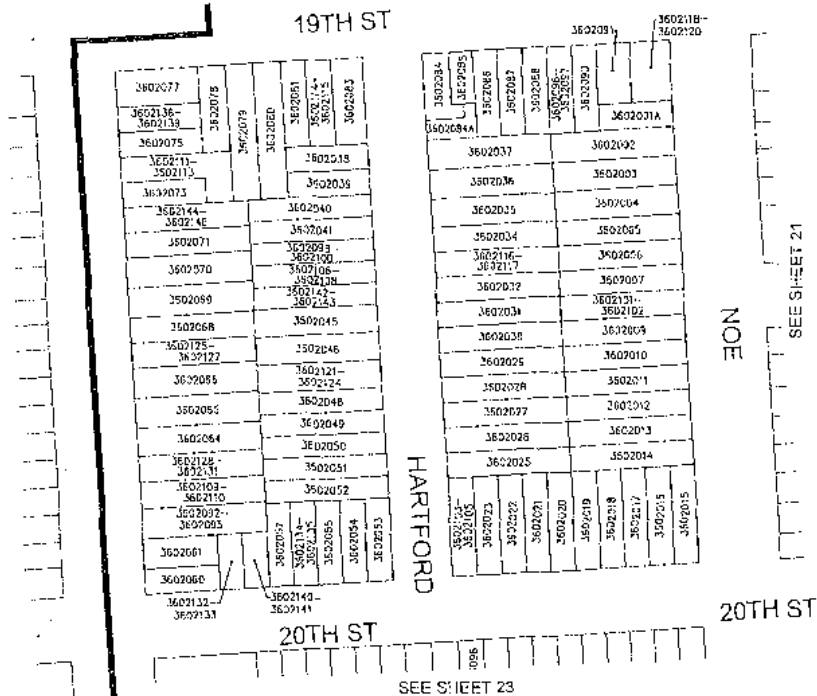
**ASSESSMENT DIAGRAM  
FOR THE ASSESSMENT DISTRICT KNOWN AS THE  
MISSION DOLORES GREEN BENEFIT DISTRICT  
SHEET 22 OF 28**



A Property and Business Improvement District  
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(\*Property and Business Improvement District Law of 1994, §§ 36800 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



SEE SHEET 15



SEE SHEET 23

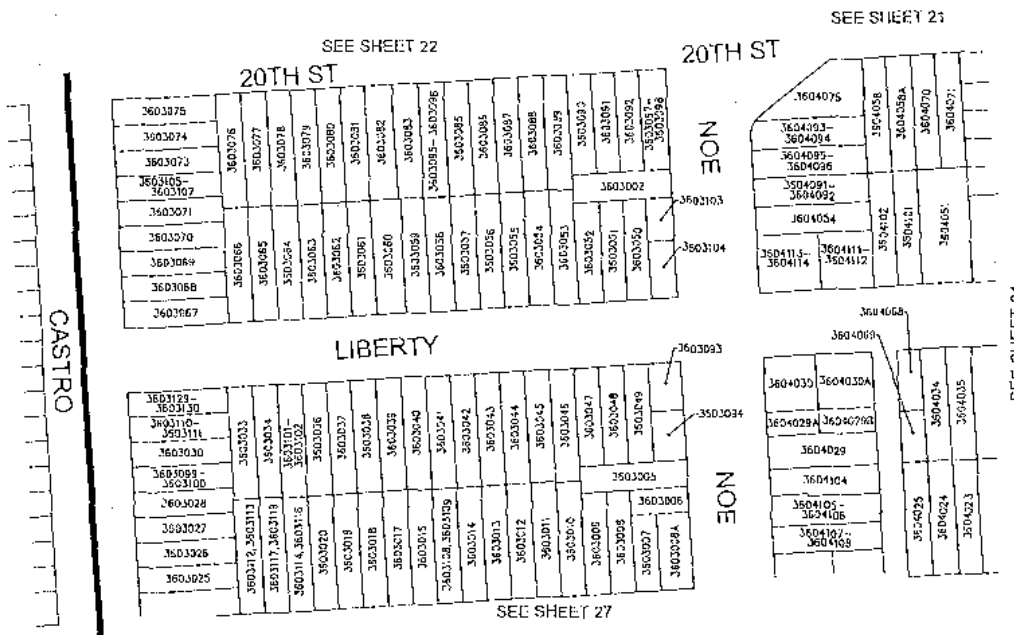
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- LEGEND
- ▬ GBD Boundary
  - ▬ Lot Boundary
  - 353 Block Number
  - 353 Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT SHEET 23 OF 28

A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
(\*Property and Business Improvement District Law of 1994, § 36000 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



File: P:\Map9\Map9\2023\2023\_2024\2023\_2024\_Assessment\_Districts.dwg Apr 10, 2024 9:23am awhp

- LEGEND**
- GBD Boundary
  - - - Lot Boundary
  - 353708 Block Number
  - 353708 Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT

SHEET 24 OF 28

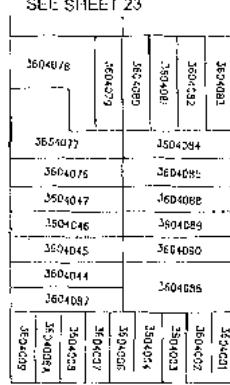
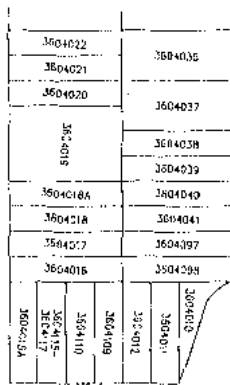
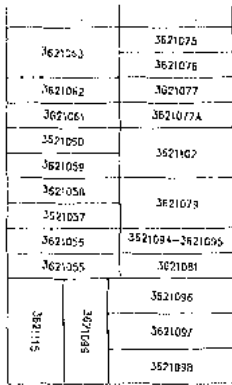
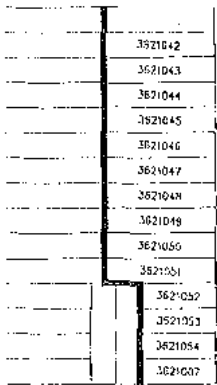


A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T.s and Highways Code  
(\*Property and Business Improvement District Law of 1964, §§35800 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



SEE SHEET 27

SEE SHEET 23



20TH ST

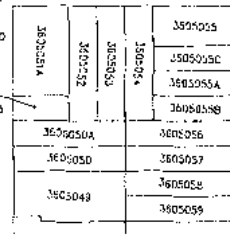
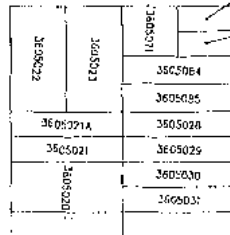
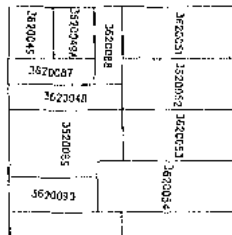
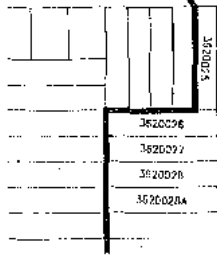
LIBERTY

HILL

SEE SHEET 22

SANCHEZ

20TH ST



SEE SHEET 25

File: \\gis\work\2015\assess\mxd\assess\_mission\_dolores\_green\_benefit\_district\sheet\_24.aprx



- LEGEND**
- 190 Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT SHEET 26 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
(\*Property and Business Improvement District Law of 1994, §§36600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code

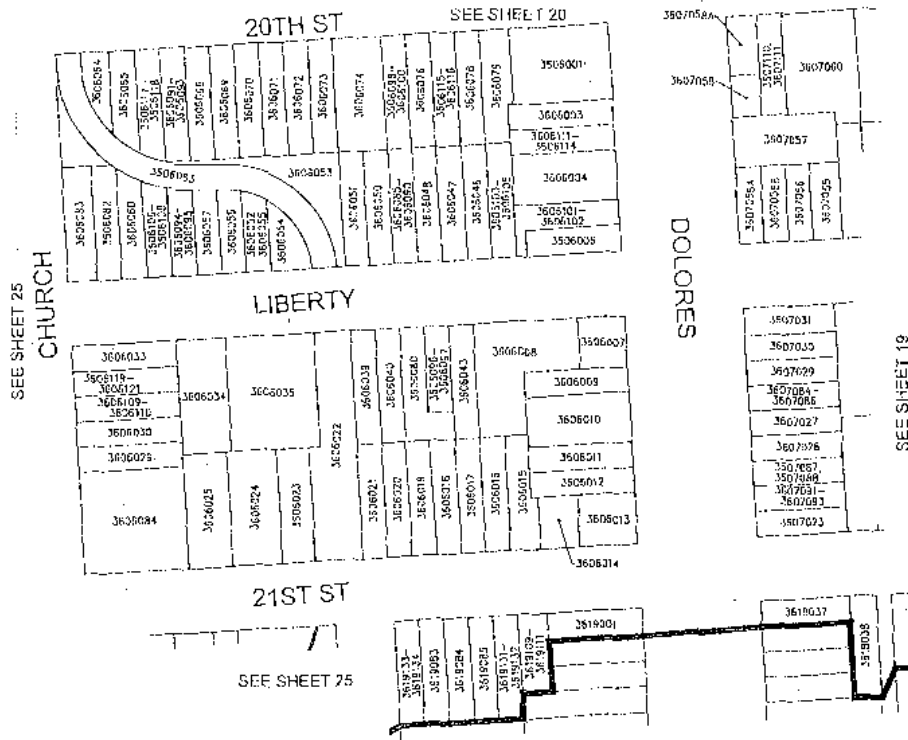
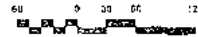


Fig. 8 (Proposed) Mission Dolores Green Benefit District Assessment Diagrams Apr. 19, 2011 - 8:58am - mshahr

- LEGEND**
- GBID Boundary
  - Lot Boundary
  - Block Number
  - Lot Number

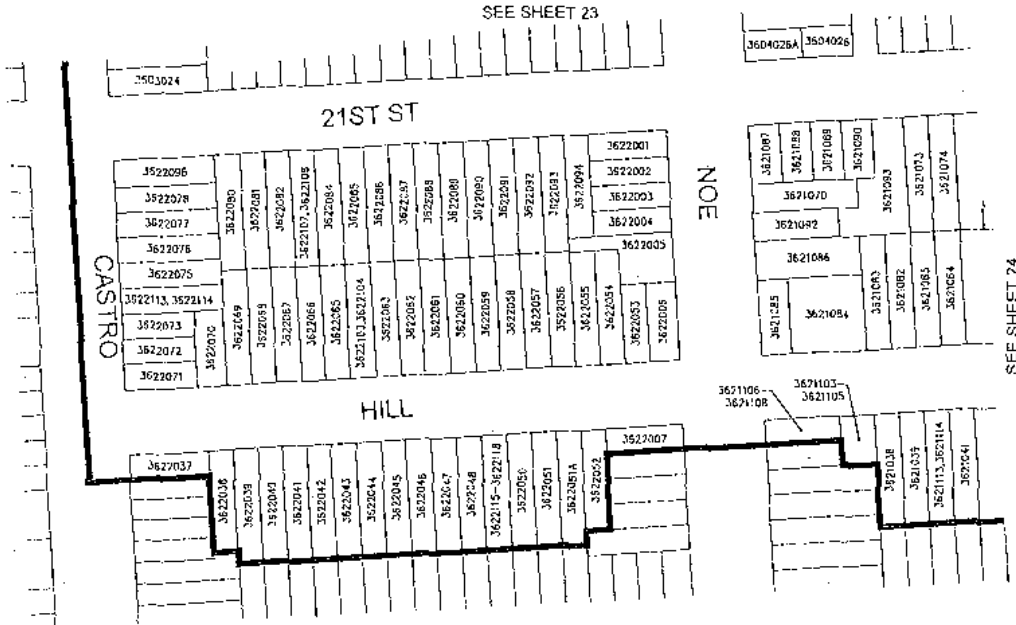
## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT SHEET 27 OF 28



A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California Streets and Highways Code  
(\*Property and Business Improvement District Law of 1994, § 653600 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code







SEE SHEET 23



SEE SHEET 24

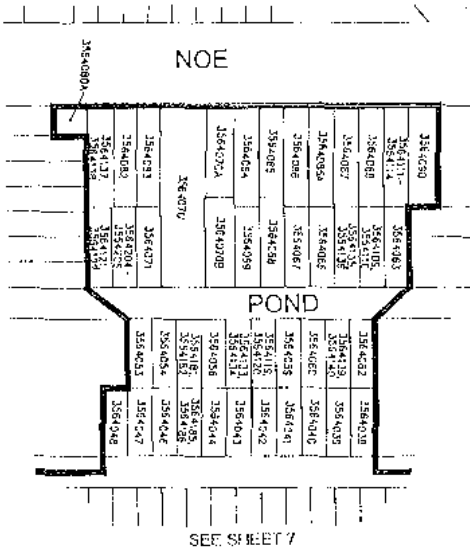
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- LEGEND**
-  GED Boundary
  -  Lot Boundary
  -  Block Number
  -  Lot Number

## ASSESSMENT DIAGRAM FOR THE ASSESSMENT DISTRICT KNOWN AS THE MISSION DOLORES GREEN BENEFIT DISTRICT

### SHEET 28 OF 28

A Property and Business Improvement District  
Established in the City and County of San Francisco, State of California,  
Under Part 7 of the California S.T.S. and Highways Code  
(Property and Business Improvement Code of Law of 1934, §§ 36500 et seq.)  
and Article 15A of the San Francisco Business and Tax Regulations Code



The City and County of San Francisco, Department of Public Works, Department of Assessment, Department of Planning, April 10, 2014, 9:58 am, 2/10/14

## 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.

### San Francisco Public Works

SERVICES	FREQUENCY	DESCRIPTION
Mechanical Street Sweep	Daily	Street curb to street curb.
Litter Patrol	Daily	The area is served by Zone D, scheduled 7 days per week, 6 AM to 3 PM.
Graffiti Removal	As needed, or per 311 service request.	Public graffiti is removed on an as-needed basis per 311 service request.  A private property graffiti inspector is assigned to Zone D to report Notices of Violation to remove instances of graffiti on private property.
Public Litter Receptacles	As needed, or per 311 service request.	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 - Church Street (Market to 22nd Street): Monthly - 18th Street (Noe to Valencia Street): Quarterly
Code Enforcement: Environmental, Safety, and Cleanliness Laws	As needed, or per 311 service request.	An Outreach and Code Enforcement Officer is assigned to Zone D to inform and report code violations in the public right-of-way.
Sidewalk Steam Cleaning/Pressure Washing	As needed, for public health hazards reported via 311 service request.	Sidewalks are the responsibility of private property owners. Public Works responds to steam cleaning requests to abate public health hazards, including human feces and animal waste.
Street Trees	Three to five year pruning cycle.	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 trees are watered regularly during the first three years of tree establishment.
Landscaped Medians: Horticultural	On an as-needed basis, approx. 2x per year.	Plant pruning, plant replacement, turf care.
Landscaped Medians: Custodial	On an as-needed basis, approx. 1x per month.	Litter and debris removal.

## 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 owners, 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 17<sup>th</sup>, 2018, Dolores Park Church
- *Community Meeting 2:* Information Session & Services Workshop, October 10<sup>th</sup>, 2018, Dolores Park Church
- *Community Meeting 3:* Survey Report Back & Next Steps, November 15<sup>th</sup>, 2018, Dolores Park Church
- *Information Session 1:* Pre-Petition, April 11<sup>th</sup>, 2019, Manny's, 3092 16<sup>th</sup> Street
- *Information Session 2:* Pre-Petition, April 17<sup>th</sup>, 2019, Tom & Dave's house, 3841 20<sup>th</sup> Street
- *Information Session 3:* Pre-Petition, April 23<sup>rd</sup>, 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
  - Dolores Heights Neighborhood Partnership (DHNP), Quarterly Meeting



- Neighborhood Action Group (NAG)
- Valencia Corridor Merchants Association (VCMA)
- Dolores Park Works
- Sharon Street Neighborhood Group
- Children's Day School
- San Francisco Friends School
- Mission Dolores Academy
- Misión San Francisco de Asís
- Dolores Park Church
- Annunciation Greek Orthodox Cathedral
- Cornerstone Church – Mission Campus
- Ritual Coffee
- Bi-Rite Market
- Sunday Streets
- Neighbor-to-neighbor meetings with individual property owners

## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Friday, June 14, 2019 6:47 PM  
**To:** Thompson, Marianne (ECN)  
**Cc:** Goldberg, Jonathan (DPW); Heckel, Hank (MYR); SOTF, (BOS)  
**Subject:** Re: Additional OEWD docs.

Will do and thanks for the offer.

John Hooper

> On Jun 14, 2019, at 6:28 PM, Thompson, Marianne (ECN) <marianne.thompson@sfgov.org> wrote:

>

> 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>  
>>> 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.

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>>> 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 Petition Mailing  
>>> Package - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of  
>>> Petition 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>  
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>>  
>

**Leger, Cheryl (BOS)**

---

**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

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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

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>> 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!

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>> <Deliverable 5 - Mission Dolores GBD Proof of Petition Mailing Package

>> - sample.pdf> <Deliverable 5 - Mission Dolores GBD Proof of Petition

>> 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 SPPA GBDs OEWD contract\_scope of work.pdf>

>

## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <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

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> Marianne Mazzucco Thompson

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> 1 Dr. Carlton B. Goodlett Place

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> E: Marianne.Thompson@sfgov.org

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

> Subject: Thank you for helping with SOTF!

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**Leger, Cheryl (BOS)**

---

**From:** SOTF, (BOS)  
**Sent:** Monday, October 12, 2020 5:28 PM  
**To:** 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 (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. 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

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## **Leger, Cheryl (BOS)**

---

**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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## Leger, Cheryl (BOS)


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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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## Leger, Cheryl (BOS)

---

**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Thursday, July 25, 2019 5:38 PM  
**To:** SOTF, (BOS)  
**Cc:** mark@innersunsetsf.org; dtomasevich@gmail.com; bosco22@hotmail.com; stevebartoletti@gmail.com; rjcarell@gmail.com  
**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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Mr. Hooper:

I am 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. I apologize if this caused you any trouble. I will 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

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**From:** JOHN HOOPER <hooparb@aol.com>  
**Sent:** Thursday, July 25, 2019 4:16 PM  
**To:** SOTF, (BOS) <sotf@sfgov.org>  
**Subject:** Re: SOTF - confirming 7/29 hearing #19063

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) <sotf@sfgov.org> 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

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**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Friday, July 12, 2019 11:10 AM  
**To:** SOTF, (BOS) <sotf@sfgov.org>  
**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 described 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 released those 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 <[hooparb@aol.com](mailto:hooparb@aol.com)>

To: SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

Cc: [drew@sfparksalliance.org](mailto:drew@sfparksalliance.org) <[drew@sfparksalliance.org](mailto:drew@sfparksalliance.org)>;  
[brookeray@sfparksalliance.org](mailto:brookeray@sfparksalliance.org) <[brookeray@sfparksalliance.org](mailto:brookeray@sfparksalliance.org)>

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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> 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

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*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 <hooparb@aol.com>  
**Sent:** Tuesday, July 9, 2019 7:03 PM  
**To:** SOTF, (BOS) <sotf@sfgov.org>  
**Subject:** Re: SOTF - Updated Notice of Appearance - Complaint Committee; July 23, 2019 5:30 p.m.

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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) <sotf@sfgov.org> 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

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## **Leger, Cheryl (BOS)**

---

**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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**Leger, Cheryl (BOS)**

---

**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Wednesday, August 28, 2019 12:31 PM  
**To:** SOTF, (BOS)  
**Subject:** 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 Alliance.

As always, thanks for your help.

John Hooper  
415-626-8880

## Leger, Cheryl (BOS)

---

**From:** SOTF, (BOS)  
**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'  
**Subject:** SOTF - Notice of Appearance, January 21, 2020 - Sunshine Ordinance Task Force; 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:** January 21, 2020

**Location:** City Hall, Room 408

**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. 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

## Leger, Cheryl (BOS)

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**From:** john hooper <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

>

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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

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> 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



## **Leger, Cheryl (BOS)**

---

**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)**

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

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The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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## **Leger, Cheryl (BOS)**

---

**From:** SOTF, (BOS)  
**Sent:** Monday, March 9, 2020 1:39 PM  
**To:** John C. Hooper  
**Cc:** Leger, Cheryl (BOS); Corgas, Christopher (ECN); Thompson, Marianne (ECN); Steinberg, David (DPW); Goldberg, Jonathan (DPW); Calvillo, Angela (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](mailto:victor.young@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

**From:** John C. Hooper <hooparb@aol.com>  
**Sent:** Thursday, March 5, 2020 12:43 PM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Campbell, Thomas (FAM) <[tcampbell@famfsf.org](mailto:tcampbell@famfsf.org)>; 79999-25916958@requests.muckrock.com; 80695-54486849@requests.muckrock.com; Cityattorney <[Cityattorney@sfcityatty.org](mailto:Cityattorney@sfcityatty.org)>; COTE, JOHN (CAT) <[John.Cote@sfcityatty.org](mailto:John.Cote@sfcityatty.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>; Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; grovestand2012@gmail.com; McHale, Maggie (HRD) <[maggie.mchale@sfgov.org](mailto:maggie.mchale@sfgov.org)>; Voong, Henry (HRD) <[henry.voong@sfgov.org](mailto: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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**To:** Campbell, Thomas (FAM) <[tcampbell@famfsf.org](mailto:tcampbell@famfsf.org)>; 79999-25916958@requests.muckrock.com <[79999-25916958@requests.muckrock.com](mailto:79999-25916958@requests.muckrock.com)>; 80695-54486849@requests.muckrock.com <[80695-54486849@requests.muckrock.com](mailto:80695-54486849@requests.muckrock.com)>; Cityattorney <[Cityattorney@sfcityatty.org](mailto:Cityattorney@sfcityatty.org)>; COTE, JOHN (CAT)

<John.Cote@sfcityatty.org>; JOHN HOOPER <hooparb@aol.com>; Thompson, Marianne (ECN) <marianne.thompson@sfgov.org>; Corgas, Christopher (ECN) <christopher.corgas@sfgov.org>; Steinberg, David (DPW) <david.steinberg@sfdpw.org>; Stephen <grovestand2012@gmail.com>; McHale, Maggie (HRD) <maggie.mchale@sfgov.org>; Voong, Henry (HRD) <henry.voong@sfgov.org>  
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

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**Leger, Cheryl (BOS)**

---

**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) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)> wrote:

Thanks, Cheryl,

Glad to hear you're back. Hope you're staying safe and healthy in this crazy time!

Regards,

<image004.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

[sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

For public records requests, please go to [sfpublicworks.org/records](http://sfpublicworks.org/records).

**From:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

**Sent:** Tuesday, May 5, 2020 9:43 AM

**To:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>

**Cc:** JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>

**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](https://sfgov.org/sunshine/sites/default/files/sotf_012120_agenda.pdf)

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

<image005.png>

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**From:** Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>  
**Sent:** Thursday, March 5, 2020 2:12 PM  
**To:** John C. Hooper <[hooparb@aol.com](mailto:hooparb@aol.com)>; SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>; Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>  
**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  
[sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

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**Sent:** Thursday, March 5, 2020 12:43 PM  
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**Subject:** Re: SOTF - Notice of Appearance - Complaint Committee: March 17, 2020; 5:30 p.m.

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Re #19061 and #19062:

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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) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

To: Campbell, Thomas (FAM) <[tcampbell@fam.sfgov.org](mailto:tcampbell@fam.sfgov.org)>; 79999-

[25916958@requests.muckrock.com](mailto:25916958@requests.muckrock.com) <[79999-25916958@requests.muckrock.com](mailto:79999-25916958@requests.muckrock.com)>;

[80695-54486849@requests.muckrock.com](mailto:80695-54486849@requests.muckrock.com) <[\[54486849@requests.muckrock.com\]\(mailto:54486849@requests.muckrock.com\)>; Cityattorney <\[Cityattorney@sfcityatt.org\]\(mailto:Cityattorney@sfcityatt.org\)>; COTE,](mailto:80695-</a></p></div><div data-bbox=)

JOHN (CAT) <[John.Cote@sfcityatt.org](mailto:John.Cote@sfcityatt.org)>; JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>;

Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>; Corgas, Christopher

(ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>; Steinberg, David (DPW)

<[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>; Stephen <[grovestand2012@gmail.com](mailto:grovestand2012@gmail.com)>; McHale, Maggie

(HRD) <[maggie.mchale@sfgov.org](mailto:maggie.mchale@sfgov.org)>; Voong, Henry (HRD) <[henry.voong@sfgov.org](mailto:henry.voong@sfgov.org)>

Sent: Thu, Mar 5, 2020 10:11 am

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