

[Charter Amendment - Inspector General in Controller’s Office; Expanding Controller’s Investigative Powers]

**Describing and setting forth a proposal to the voters at an election to be held on November 5, 2024, to amend the Charter of the City and County of San Francisco to establish the position of Inspector General in the Controller’s Office; to provide that the Inspector General be nominated by the Controller subject to approval by the Board of Supervisors and the Mayor; to authorize the Inspector General to initiate and lead investigations regarding potential violations of laws or policies involving fraud, waste, abuse, or misconduct; to expand the authority of the Controller’s Office to issue subpoenas; and to authorize the Controller’s Office to execute search warrants to the extent permitted by State law.**

Section 1. The Board of Supervisors hereby submits to the qualified voters of the City and County, at an election to be held on November 5, 2024, a proposal to amend the Charter of the City and County by revising Sections 3.105, 4.137, 10.104, F1.106, F1.107, F1.110, and F1.113, and deleting Section F1.114, to read as follows:

NOTE: **Unchanged Charter text and uncodified text** are in plain font. **Additions** are *single-underline italics Times New Roman font*. **Deletions** are ~~*strike-through italics Times New Roman font*~~. **Asterisks (\* \* \* \*)** indicate the omission of unchanged Charter subsections.

**SEC. 3.105. CONTROLLER; CITY SERVICES AUDITOR; INSPECTOR GENERAL.**

(a) The Mayor shall appoint or reappoint a Controller for a ten-year term, subject to confirmation by the Board of Supervisors. The Controller may only be removed by the Mayor for cause, with the concurrence of the Board of Supervisors by a two-thirds vote.

1 (b) The Controller shall be responsible for the timely accounting, disbursement, or other  
2 disposition of monies of the City and County in accordance with sound financial practices  
3 applicable to municipalities and counties. The Controller shall have the power and duties of a  
4 County auditor, except as otherwise provided in this Charter. The Controller shall have authority  
5 to audit the accounts and operations of all boards, commissions, officers, and departments to  
6 evaluate their effectiveness and efficiency. The Controller may require periodic or special  
7 reports of departmental operations, contracts, revenues, and expenditures, and shall have access  
8 to, and authority to, examine all documents, records, books, and other property of any board,  
9 commission, officer, or department. Further, the Controller may subpoena witnesses, administer  
10 oaths, and compel the production of books, papers, testimony, and other evidence with respect to  
11 matters affecting the conduct of any department or office of the City and County. The preceding  
12 sentence authorizes the Controller to compel testimony or production from any person or entity  
13 including but not limited to City and County officers and employees; persons or entities that  
14 have or are seeking a contract, grant, lease, loan, or other agreement with the City and County,  
15 and their employees or officers; applicants for or recipients of permits, licenses, land use  
16 entitlements, tax incentives, benefits, or services from the City and County, and their employees  
17 or officers; and registered City lobbyists. The Controller and employees of the Controller,  
18 including the Inspector General, may seek and execute search warrants to the extent permitted  
19 by State law.

20 (c) The Controller shall also serve as City Services Auditor for the City and County. As  
21 City Services Auditor, the Controller shall be responsible for monitoring the level and  
22 effectiveness of services rendered by the City to its residents, as set forth in Appendix F to this  
23 Charter.

24 (d) Should the Controller determine at any time during the fiscal year that the revenues  
25 of the General Fund, or any special, sequestered, or other fund are insufficient or appear to be

1 insufficient to support the remaining anticipated expenditure from that fund for the fiscal year for  
2 any department, function, or program, the Controller shall reduce or reserve all or a portion of  
3 the expenditure appropriation until such time as the Controller determines that the anticipated  
4 revenues for the remainder of that fiscal year are sufficient to support the level of expenditure  
5 anticipated for the remainder of the fiscal year. Whenever the Controller makes a reduction or  
6 reservation, the Controller shall so inform the Mayor and Board of Supervisors within 24 hours.

7 (e) The Controller shall exercise general supervision over the accounts of all officers,  
8 commissions, boards, and employees of the City and County charged in any manner with the  
9 receipt, collection, or disbursement of City and County funds or other funds, in their capacity as  
10 City and County officials or employees. The Controller shall establish accounting records,  
11 procedures, and internal controls with respect to all financial transactions of the City and County.  
12 Such records, procedures, and controls shall permit the financial statements of the City and  
13 County to be prepared in conformity with generally accepted accounting principles applicable to  
14 municipalities and counties.

15 (f) The Controller shall within 150 days of the end of each fiscal year prepare an annual  
16 report of the financial condition of the City and County. Such annual report shall be prepared in  
17 accordance with generally accepted accounting principles. The annual report shall contain such  
18 information and disclosures as shall be necessary to present to the public a full and  
19 understandable report of all City and County financial activity.

20 (g) The Controller shall prepare an impartial financial analysis of each City and County  
21 ballot measure which shall include the amount of any increase or decrease in the cost of  
22 government of the City and County and its effect upon the cost of government. Such analysis  
23 shall be issued in sufficient time to permit inclusion in the voters' information pamphlet.

24 (h) The Controller shall issue from time to time such periodic or special financial reports  
25 as may be requested by the Mayor or Board of Supervisors.

1 (i) All disbursements of funds in the custody of the Treasurer must be authorized by the  
2 Controller. No officer or employee shall bind the City and County to expend money unless there  
3 is a written contract or other instrument and unless the Controller shall certify that sufficient  
4 unencumbered balances are available in the proper fund to meet the payments under such  
5 contract or other obligation as these become due, or that ~~the Controller~~~~he or she~~ expects  
6 sufficient unencumbered balances to be available in the proper fund during the course of the  
7 budgetary cycle to meet the payments as they become due.

8 (j) The Controller's Office shall include an Inspector General whose responsibilities  
9 shall include reviewing complaints, leading and coordinating investigations, and collaborating  
10 with the City Services Auditor on audits, inspections, and monitoring, all with the purpose of  
11 preventing and detecting fraud, waste, abuse, and misconduct.

12 (1) The Controller shall appoint the Inspector General, subject to approval by  
13 the Mayor and confirmation by the Board of Supervisors. The Controller may terminate the  
14 Inspector General in the Controller's discretion. The Inspector General shall be exempt from  
15 civil service selection, appointment, and removal procedures.

16 (2) The Inspector General shall initiate and lead investigations regarding  
17 potential violations of laws or policies involving fraud, waste, abuse, or misconduct. The  
18 Inspector General shall coordinate with employees in the Controller's Office investigating  
19 whistleblower and citizen complaints under Section F1.107, and the Controller may assign the  
20 Inspector General to supervise those employees and/or employees supporting investigation work  
21 in the City Services Audit Unit under Section F1.101.

22 (3) The Inspector General shall consult regularly, individually or jointly as  
23 circumstances warrant, with the Ethics Commission, City Attorney, and/or District Attorney to  
24 coordinate the departments' investigative strategies in criminal, civil, and administrative matters  
25 involving fraud, waste, or abuse to the extent feasible. The Inspector General shall refer

1 investigations that the Inspector General has initiated or complaints that the Inspector General  
2 has received to the Ethics Commission, City Attorney, or District Attorney as provided in Section  
3 FI.107. After receiving such a referral, the Ethics Commission, City Attorney, and District  
4 Attorney shall report quarterly to the Inspector General on the progress of the investigation, and  
5 shall report to the Inspector General at the conclusion of the investigation, to the extent  
6 providing such reports would not compromise the investigation. These reports shall be  
7 considered confidential information to the extent permitted by state law.

8 (4) The Inspector General may hold public hearings regarding fraud, waste,  
9 abuse, or misconduct.

10 (5) The Inspector General shall submit a public report at least twice each  
11 calendar year to the Mayor and Board of Supervisors regarding the Inspector General's  
12 activities and the outcomes of other City agencies' public integrity investigations to the extent  
13 those activities and outcomes are not confidential under federal, State, or local law. In these  
14 reports or at any other time, the Inspector General may make recommendations to the Mayor,  
15 Board of Supervisors, and City and County agencies regarding City ordinances, rules,  
16 regulations, or policies that impact public integrity in City government.

17 (6) In carrying out the objectives set forth in this Section 3.105, the Inspector  
18 General shall receive prompt and full cooperation and assistance from all departments, officers,  
19 and employees of the City and County.

21 **SEC. 4.137. SHERIFF'S DEPARTMENT OVERSIGHT.**

22 \* \* \* \*

23 (b) **SDOB Powers and Duties.** The SDOB shall:

24 (1) Appoint, and may remove, the Sheriff's Inspector General in the Sheriff's  
25 Department Office of Sheriff's Inspector General ("OSIG"), established in subsection (d).

1 (2) Evaluate the work of the OSIG, and may review the Sheriff's Inspector  
2 General's individual work performance.

3 (3) Compile, evaluate, and recommend law enforcement custodial and patrol  
4 best practices.

5 (4) Conduct community outreach and receive community input regarding SFSD  
6 operations and jail conditions, by holding public meetings and soliciting input from persons  
7 incarcerated in the City and County.

8 (5) Prepare and submit a quarterly report to the Sheriff and Board of Supervisors  
9 regarding the SDOB evaluations and outreach, and OSIG reports submitted to SDOB.

10 (6) By March 1 of each year, prepare and present to the Board of Supervisors or  
11 a committee designated by the President of the Board, an annual report that includes a summary  
12 of SDOB evaluations and outreach, and OSIG reports submitted to SDOB, for the prior calendar  
13 year.

14 (c) In performing its duties, the SDOB may hold hearings, issue subpoenas to witnesses  
15 to appear and for the production of evidence, administer oaths, and take testimony.

16 (d) **Establishment of Office of Sheriff's Inspector General.** There is hereby  
17 established the *Sheriff's Department* Office of Sheriff's Inspector General ("OSIG"), which shall  
18 be a department under the SDOB, and separate from the Sheriff's Department. The OSIG shall  
19 be headed by the Sheriff's Inspector General, appointed by the SDOB as set forth in subsection  
20 (b)(1). The Sheriff's Inspector General shall be exempt from civil service selection, appointment,  
21 and removal procedures.

22 (e) **OSIG Powers and Duties.** The OSIG shall:

23 (1) Receive, review, and investigate complaints against SFSD employees and  
24 SFSD contractors; provided, however, that the OSIG shall refer complaints alleging criminal  
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1 misconduct to the District Attorney, and refer complaints alleging violations of ethics laws to the  
2 Ethics Commission.

3 (2) Investigate the death of any individual in the custody of the SFSD. The OSIG  
4 shall refer evidence of criminal misconduct regarding any death in custody to the District  
5 Attorney. Notwithstanding such a referral, the OSIG may continue to investigate a death in  
6 custody unless OSIG's investigation will interfere with a criminal investigation conducted by the  
7 District Attorney, or any law enforcement agency to which the District Attorney may refer the  
8 evidence of criminal misconduct.

9 (3) Recommend disciplinary action to the Sheriff where, following an  
10 investigation pursuant to subsection (e)(1) or (e)(2), the OSIG determines that an employee's  
11 actions or omissions violated law or SFSD policy; provide notice of and a copy of the  
12 recommendation, the reasons for the recommendation, and supporting records, to the extent  
13 permitted by State or federal law, to the employee; and make available to the public any records  
14 and information regarding OSIG's disciplinary recommendations to the extent permitted by State  
15 or federal law.

16 (4) Develop and recommend to the Sheriff an SFSD use of force policy and a  
17 comprehensive internal review process for all use of force and critical incidents.

18 (5) Prepare and submit a quarterly report to the Sheriff and the SDOB regarding  
19 OSIG investigations that includes the number and type of complaints under subsection (e)(1)  
20 filed; trend analysis; the outcome of the complaints; any determination that the acts or omissions  
21 of an employee or contractor, in connection with the subject matter of a complaint under  
22 subsection (e)(1), or a death in custody under subsection (e)(2), violated law or SFSD policy; the  
23 OSIG's recommendations, if any, for discipline; the outcome of any discipline recommendations;  
24 and the OSIG's policy recommendations under subsection (e)(4).  
25

1 (6) Monitor SFSD operations, including the provision of services to incarcerated  
2 individuals, through audits and investigations, to ensure compliance with applicable laws and  
3 policies.

4 (f) In performing its duties, the OSIG may hold hearings, issue subpoenas to witnesses  
5 to appear and for the production of evidence, administer oaths, and take testimony. The OSIG  
6 also may request and the Sheriff shall require the testimony or attendance of any employee of the  
7 SFSD.

8 (g) Cooperation and Assistance from City Departments. In carrying out their duties, the  
9 SDOB and OSIG shall receive prompt and full cooperation and assistance from all City  
10 departments, officers, and employees, including the Sheriff and SFSD and its employees, which  
11 shall, unless prohibited by State or federal law, promptly produce all records and information  
12 requested by the SDOB or OSIG, including but not limited to (1) personnel and disciplinary  
13 records of SFSD employees, (2) SFSD criminal investigative files, (3) health information  
14 pertaining to incarcerated individuals, and (4) all records and databases to which the SFSD has  
15 access, regardless of whether those records pertain to a particular complaint or incident. The  
16 Sheriff also shall, unless prohibited by State or federal law, allow the OSIG unrestricted and  
17 unescorted access to all facilities, including the jails. The SDOB and OSIG shall maintain the  
18 confidentiality of any records and information it receives or accesses to the extent required by  
19 local, State, or federal law governing such records or information.

20 In carrying out their duties, the SDOB and OSIG shall cooperate and collaborate with  
21 organizations that contract with SFSD to provide legal services to incarcerated individuals.

22 (h) **Budget and Staffing.** Subject to the fiscal, budgetary, and civil service provisions of  
23 the Charter, the OSIG staff shall include no fewer than one investigator for every 100 sworn  
24 SFSD employees. No SDOB or OSIG staff, including the *Sheriff's* Inspector General, shall have  
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1 been employed previously by a law enforcement agency or a labor organization representing law  
2 enforcement employees.

3 (i) Nothing in this Section 4.137 shall prohibit, limit, or otherwise restrict the Sheriff or  
4 the Sheriff’s designee from investigating the conduct of an employee or contractor of the SFSD,  
5 or taking disciplinary or corrective action permitted by City or State law.

6 (j) Nothing in this Section 4.137, including but not limited to subsections (f) and (g), is  
7 intended to or shall be interpreted to abrogate, interfere with, or obstruct the independent and  
8 constitutionally and statutorily designated duties of the Sheriff, including the Sheriff’s duty to  
9 investigate citizens’ complaints against SFSD personnel and the duty to operate and manage the  
10 jails, the California Attorney General’s constitutional and statutory responsibility to oversee the  
11 Sheriff, or other applicable State law. In carrying out their duties, the SDOB and OSIG shall  
12 cooperate and coordinate with the Sheriff so that the Sheriff, the SDOB, and the OSIG may  
13 properly discharge their respective responsibilities.

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15 **SEC. 10.104. EXCLUSIONS FROM CIVIL SERVICE APPOINTMENT.**

16 All employees of the City and County shall be appointed through competitive  
17 examination unless exempted by this Charter. The following positions shall be exempt from  
18 competitive civil service selection, appointment, and removal procedures, and the person serving  
19 in the position shall serve at the pleasure of the appointing authority:

20 \* \* \* \*

21 14. The law librarian, assistant law librarians, bookbinder of the Law Library,  
22 purchaser, curators, Assistant Sheriff, Deputy Port Director, Chief of the Bureau of Maritime  
23 Affairs, Director of Administration and Finance of the Port, Port Sales Manager, Port Traffic  
24 Manager, Chief Wharfinger, Port Commercial Property Manager, Actuary of the San Francisco  
25 Employee’s Retirement System, Director of the Zoo, Chief Veterinarian of the Zoo, Director of

1 the Arboretum and Botanical Garden, Director of Employee Relations, Health Service  
2 Administrator, Executive Assistant to the Human Services Director, Inspector General in the  
3 Controller's Office, and any other positions designated as exempt under the 1932 Charter, as  
4 amended;

5 \* \* \* \*

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7 **F1.106. OVERSIGHT OF CONTRACTING PROCEDURES.**

8 The Controller shall have the duty to perform regular oversight of the City's contracting  
9 procedures, including developing model criteria and terms for City Requests for Proposals  
10 (RFPs), and auditing compliance with City contracting rules and procedures, ~~and, where~~ Where  
11 appropriate, the Inspector General shall investigate cases of alleged abuse or conflict of  
12 interest. ~~Nothing in this Section shall be construed to alter the existing jurisdiction of City~~  
13 ~~departments and agencies with respect to contracting.~~ Should the ~~Controller~~ Inspector General  
14 find that there has been an abuse or conflict of interest, ~~he or she~~ the Inspector General shall  
15 refer that finding to the Ethics Commission, the District Attorney, and the City Attorney for  
16 possible enforcement action. Nothing in this Section F1.106 shall be construed to alter the  
17 existing jurisdiction of City departments and agencies with respect to contracting.

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19 **F1.107. CITIZENS' COMPLAINTS; WHISTLEBLOWERS.**

20 (a) The Controller shall have the authority to receive individual complaints concerning  
21 the quality and delivery of government services; wasteful and inefficient City government  
22 practices; misuse of City government funds; and improper activities by City government  
23 officers and employees, by persons or entities that have or are seeking a contract, grant, lease,  
24 loan, or other agreement with the City and County, and their employees or officers; by  
25 applicants for or recipients of permits, licenses, land use entitlements, tax incentives, benefits, or

1 services from the City and County, and their employees or officers; or by registered City  
2 lobbyists. When appropriate, the Controller shall investigate and otherwise attempt to resolve  
3 such individual complaints except for those which:

4 (1) another City agency is required by federal, state, or local law to adjudicate,

5 (2) may be resolved through a grievance mechanism established by collective  
6 bargaining agreement or contract, or

7 (3) ~~involve allegations of conduct which may constitute a violation of criminal~~  
8 ~~law, or~~

9 ~~————(4)~~ are subject to an existing, ongoing investigation by the District Attorney, the  
10 City Attorney, or the Ethics Commission, where either official or the Commission states in  
11 writing that investigation by the Controller would substantially impede or delay ~~his, her, or its~~  
12 their own investigation of the matter.

13 If the Controller receives a complaint described in items (1), (2), or (3), ~~or (4)~~ of this  
14 subsection (a) paragraph, the Controller shall advise the complainant of the appropriate  
15 procedure for the resolution of such complaint.

16 (b) If the Controller receives a complaint alleging conduct that may constitute a  
17 violation of criminal law or a governmental ethics law, the Inspector General shall review the  
18 complaint and decide whether to initiate an investigation. Thereafter, the Inspector General ~~he~~  
19 or she shall promptly refer ~~the~~ complaints regarding criminal conduct to the District Attorney or  
20 other appropriate law enforcement agency and shall refer complaints regarding violations of  
21 governmental ethics laws to the Ethics Commission and the City Attorney. After referring a  
22 complaint to the District Attorney, Ethics Commission, or City Attorney, the Inspector General  
23 may investigate the matter in coordination with the department receiving the complaint. The  
24 Inspector General may decline to refer a complaint to the District Attorney, Ethics Commission,  
25 or City Attorney if the complaint relates to the conduct of that agency. In that circumstance, the

1 Inspector General may refer the complaint to another City, State, or federal agency with  
2 jurisdiction over the matter. Nothing in this Section F1.107 shall preclude the Controller from  
3 investigating whether any alleged criminal conduct also violates any civil or administrative law,  
4 statute, ordinance, or regulation.

5 (c) Notwithstanding any provision of this Charter, including, but not limited to Section  
6 C3.699-11, or any ordinance or regulation of the City and County of San Francisco, the  
7 Controller shall administer a whistleblower and citizen complaint hotline telephone number and  
8 website and publicize the hotline and website through press releases, public advertising, and  
9 communications to City employees. The Controller shall receive and track calls and emails  
10 related to complaints about the quality and delivery of government services, wasteful and  
11 inefficient City government practices, misuse of government funds and improper activities by  
12 City government officials, employees and contractors and shall route these complaints to the  
13 appropriate agency subject to subsection (a) of this Section F1.107. The Board of Supervisors  
14 shall enact and maintain an ordinance protecting the confidentiality of whistleblowers, and  
15 protecting City officers and employees from retaliation for filing a complaint with, or providing  
16 information to, the Controller, Ethics Commission, District Attorney, City Attorney or a City  
17 department or commission about improper government activity by City officers and employees.  
18 The City may incorporate all whistleblower functions set forth in this Charter or by ordinances  
19 into a unified City call center, switchboard, or information number at a later time, provided the  
20 supervision of the whistleblower function remains with the Controller and its responsibilities and  
21 function continue unabridged.

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23 **F1.110. ACCESS TO RECORDS; PRELIMINARY REPORTS.**

24 (a) The Controller shall have timely access to all records and documents the Controller  
25 deems necessary to complete the inquiries and reviews required by this Appendix F. If a City

1 officer, employee, agency, department, or commission, ~~or agency~~ does not comply with the  
2 Controller's request for such records and documents, the Controller may issue a subpoena  
3 consistent with the Controller's authority under Section 3.105(b). The provisions of this  
4 ~~subdivision~~ Section F1.110 shall not apply to those records and documents of City agencies for  
5 which a claim of privilege has been properly and appropriately raised, or which are prepared or  
6 maintained by the City Attorney, the District Attorney, or the Ethics Commission for use in any  
7 investigation authorized by federal, state, ~~law~~ or local law.

8 (b) Notwithstanding any other provision of this Charter, or any ordinance or regulation  
9 of the City and County ~~of San Francisco~~, and except to the extent required by state or federal  
10 law, all drafts, notes, preliminary reports of Controller's benchmark studies, audits,  
11 investigations, and other reports shall be confidential.

### 12 13 **F1.113. CONTROLLER'S AUDIT FUND.**

14 Notwithstanding any other provision of this Charter, the Mayor and Board of Supervisors  
15 shall be required to budget an amount equal to at least two-tenths of one percent (0.2%) of the  
16 City's overall budget, apportioned by fund and excluding bond related debt, to implement this  
17 Appendix F and to support the staffing and operations of the Inspector General~~provision~~. This  
18 amount shall be referred to as the Controller's Audit Fund, and shall be used exclusively to  
19 implement the duties and requirements of this Appendix F and to support the staffing and  
20 operations of the Inspector General, and shall not be used to displace funding for the non-audit  
21 related functions of the Controller's Office existing prior to ~~the date this provision is enacted~~  
22 November 4, 2003. If the funds are not expended or encumbered by the end of the fiscal year, the  
23 balance in the fund shall revert to the General Fund or the enterprise funds where it originated.

### 24 25 **~~F1.114. OPERATIVE DATE; SEVERABILITY.~~**

1           ~~(a) This charter amendment shall be operative on July 1, 2004. This amendment shall~~  
2 ~~not affect the term or tenure of the incumbent Controller.~~

3           ~~(b) If any section, subsection, provision or part of this charter amendment or its~~  
4 ~~application to any person or circumstances is held to be unconstitutional or invalid, the~~  
5 ~~remainder of the amendment, and the application of such provision to other persons or~~  
6 ~~circumstances, shall not be affected.~~

7  
8 APPROVED AS TO FORM:  
9 DAVID CHIU, City Attorney

10 By:     /s/  
11           \_\_\_\_\_

12           JON GIVNER  
13           Deputy City Attorney

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