

File No. 200509

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Rules Committee

Date July 9, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- Memorandum of Understanding (MOU)
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 - Ethics Commission
- Award Letter
- Application
- Form 700
- Vacancy Notice
- Information Sheet
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Charter Amendment _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Victor Young Date July 2, 2020
 Completed by: _____ Date _____

1 [Charter Amendment - Public Advocate]

2

3 **Describing and setting forth a proposal to the voters, at an election to be held on**
 4 **November 3, 2020, to amend the Charter of the City and County of San Francisco to:**
 5 **1) create the Office of the Public Advocate; 2) set the Public Advocate’s powers and duties;**
 6 **3) authorize the Public Advocate to review the administration of City programs and**
 7 **services, including programs for transmitting information to the public and departments’**
 8 **customer service plans, and to receive, investigate, and attempt to resolve complaints**
 9 **regarding City services and programs; 4) authorize the Public Advocate to receive and**
 10 **investigate specified whistleblower complaints; and 5) provide for the Public Advocate’s**
 11 **election, removal, and salary.**

12

13 Section 1. The Board of Supervisors hereby submits to the qualified voters of the City
 14 and County, at an election to be held on November 3, 2020, a proposal to amend the Charter of
 15 the City and County by revising Sections 6.100, 10.104, 13.101, 13.101.5, 13.102, 15.105,
 16 A8.409-1, F1.102, F1.107, and F1.114, adding Section 6.107 and Article VIIC, consisting of
 17 Sections 8C.100 through 8C.104, and deleting Section F1.108, to read as follows:

18

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

22

23 **SEC. 6.100. DESIGNATION OF OTHER ELECTIVE OFFICERS.**

24 (a) In addition to the officers required to be elected under other Articles of this Charter,
 25 the following shall constitute the elective officers of the City and County: the Assessor-

1 Recorder, City Attorney, District Attorney, Public Defender, Sheriff, ~~and~~ Treasurer, and Public
2 Advocate. Each such officer shall be elected for a four-year term and shall serve full time.

3 (b) The City Attorney shall be licensed to practice law in all courts of the State of
4 California and shall have been so licensed for at least ten years next preceding the date the City
5 Attorney assumes office ~~his or her election~~. The District Attorney and Public Defender shall each
6 be licensed to practice law in all courts of the State of California and shall have been so licensed
7 for at least five years next preceding the date each assumes office ~~his or her election~~. The Public
8 Advocate shall be licensed to practice law in all courts of the State of California. ~~Such~~ The
9 officers named in this subsection (b) shall not engage in the private practice of law during the
10 period they serve as elective officers of the City and County.

11 (c) Subject to the powers and duties set forth in this Charter, the officers named in this
12 ~~§~~Section 6.100 shall have such additional powers and duties prescribed by state laws for their
13 respective offices, and as prescribed by ordinance. The terms of office in effect for these
14 officers on the date this Charter is adopted shall continue.

15
16 **SEC. 6.107. PUBLIC ADVOCATE.**

17 (a) There shall be a Public Advocate for the City and County of San Francisco. The
18 functions, powers, and duties of the Public Advocate are set forth in Article VIIC.

19 (b) The Public Advocate shall appoint a Chief Deputy Public Advocate and two Assistant
20 Public Advocates, who shall serve at the pleasure of the Public Advocate, and may have such
21 other staff as provided according to the budgetary and fiscal provisions of the Charter. The
22 position of Chief Deputy Public Advocate shall be exempt from competitive civil service
23 selection, appointment, and removal procedures under Section 10.104(2), and the position of
24 Assistant Public Advocate shall be exempt under Section 10.104(14).

25 (c) The City Attorney shall be the attorney for the Public Advocate.

1 (d) During his or her tenure, the Public Advocate shall not contribute to, solicit
2 contributions to, publicly endorse or oppose or urge the endorsement of or opposition to or
3 otherwise participate in a campaign for a candidate for City elective office, other than himself or
4 herself, or be an officer, director, or employee of or hold a policy-making position in an
5 organization that makes political endorsements regarding candidates for City elective office.

6 (e) No person shall serve as Public Advocate for more than two successive terms. There
7 shall be no limit on the number of non-successive terms that a person may serve as Public
8 Advocate. A part of a term that exceeds two years shall count as a full term for these purposes.
9 The two-year term beginning January 8, 2023 under Section 13.101(b)(6) shall not be deemed to
10 be a full term for purposes of the two-successive term limit.

11
12 **ARTICLE VIIC: OFFICE OF THE PUBLIC ADVOCATE**

13 **SECT. 8C.100. PUBLIC ADVOCATE—PURPOSE.**

14 The People of San Francisco establish the Office of the Public Advocate to ensure the
15 existence of an office in City government dedicated to investigating, uncovering, and eliminating
16 public corruption, the fraudulent use of taxpayer money, and the abuse of the public trust.

17
18 **SEC. 8C.101. PUBLIC ADVOCATE—GENERAL POWERS AND DUTIES.**

19 (a) Access to City Records. Except as provided in this subsection (a), the Public
20 Advocate shall have timely access to all records in the possession of City officers and agencies
21 that the Public Advocate deems necessary to complete the investigations, inquiries, and reviews
22 required of the Public Advocate by the Charter or other City law, and if necessary may issue
23 subpoenas to enforce this right of access to such records. The Public Advocate shall not have a
24 right of access to records the public disclosure of which is forbidden by state or federal law, or
25 records protected from public disclosure by privileges under federal, state, or City law, or by

1 other confidentiality provisions the existence of which is derived from some source of state law
2 other than the Public Records Act, including, but not limited to, rules governing criminal
3 investigations and prosecution files. The Public Advocate may not disclose records that the City
4 officer or agency possessing the records may decline to disclose under the Public Records Act
5 and the Sunshine Ordinance, as either may be amended from time to time, if the officer or
6 agency declines to disclose such records.

7 (b) **Access to Third-Party Witnesses and Records.** In performing the duties of the office,
8 the Public Advocate may administer oaths, take testimony, and, if necessary to complete the
9 investigations, inquiries, and reviews required by the Charter or other City law, issue subpoenas
10 to require witnesses to appear and produce evidence. The Public Advocate may seek
11 enforcement of such subpoenas in the manner prescribed by law.

12 (c) **Introduce Legislation.** The Public Advocate may introduce legislation at the Board
13 of Supervisors. The Public Advocate may not introduce legislation addressing specific matters
14 addressed in a negotiated labor agreement or memorandum of understanding with a labor
15 organization representing City employees, or addressing any contract or personnel matters
16 unless those specific contracts or personnel matters exclusively involve the Office of the Public
17 Advocate.

18 (d) **Hearings.** The Public Advocate may hold public hearings in the course of fulfilling
19 the duties of the office.

20 (e) **Confidentiality of Records.** The Public Advocate may, to the extent permitted by
21 state law, determine that the records of any investigation, including but not limited to
22 information that would reveal the identity of complainants and witnesses or confidential
23 personnel information, are confidential information. It shall be official misconduct for any
24 person to disclose information about any such investigation, except as necessary to conduct the
25 investigation, or with proper authorization, or as required by law or lawful process. The Public

1 Advocate may disclose confidential information to the City Attorney, the Ethics Commission, the
2 Controller, or District Attorney for the purpose of investigations or prosecutions by those offices.
3 The unauthorized release of confidential information shall be sufficient grounds for the
4 termination of any employee.

5 (f) **Reports.** The Public Advocate may issue reports relating to the operations or
6 activities of any City officer or agency, including recommendations for administrative or
7 legislative changes. The Public Advocate may, to the extent permitted by state law, designate
8 any portion of any draft, preliminary, or final report as confidential information.

9 (g) **Annual Report.** Not later than December 1 of each year, the Public Advocate shall
10 publicly release a report on the activities of the office during the preceding fiscal year. The
11 report may include:

12 (1) A statistical summary of the complaints received during such fiscal year,
13 categorized by agency, type of complaint, agency response, mode of resolution, and such other
14 factors as the Public Advocate deems appropriate;

15 (2) An analysis of recurring complaints and complaints raising systemic or
16 citywide issues and the Public Advocate's recommendations for administrative, legislative, or
17 budgetary actions to resolve the underlying problems causing the complaints;

18 (3) A summary of the findings and recommendations of the agency program
19 reviews conducted during the fiscal year and a summary of each agency's responses to such
20 findings and recommendations; and

21 (4) Legislative proposals to improve the provision of City services and programs.

22
23 **SEC. 8C.102. PUBLIC ADVOCATE—REVIEW OF CITY PROGRAMS AND SERVICES.**

24 (a) The Public Advocate may review the administration of City programs and services.
25 Such systematic reviews may include, but shall not be limited to, evaluations of any or all of the

1 following: (1) the distribution of City programs and services throughout the City; (2) the
2 effectiveness of the public information programs and service complaint features of City agencies;
3 and (3) the responsiveness of City agencies to requests for data or information regarding the
4 agencies' structure, activities, and operations. The Public Advocate shall submit any final
5 reports documenting or summarizing such reviews to the Board of Supervisors, the Mayor, and
6 the appropriate agency, and shall include in such reports the Public Advocate's
7 recommendations for addressing the problems identified and, if appropriate, the fiscal
8 implications of such recommendations.

9 (b) The Public Advocate may review the management and employment practices and
10 policies of City officers and agencies to determine whether they promote or impede the effective
11 and efficient operation of City government.

12 (c) The Public Advocate may review the City's contracting procedures and compliance
13 with contracting rules and standards.

14 (d) The Public Advocate may conduct performance audits of City departments, services,
15 programs, and other activities. Nothing in this Section 8C.102 shall affect the powers or duties
16 of the Controller acting as City Services Auditor under Charter Section F1.104, and the Public
17 Advocate may coordinate with the City Services Auditor when both officers decide to conduct a
18 performance audit of the same City department, service, program, or activity.

19 (e) The Public Advocate may assess the progress of City departments' compliance
20 with Charter Section 16.120 and any implementing ordinances requiring City departments to
21 prepare effective customer service plans. The Public Advocate may make recommendations to
22 departments to improve the effectiveness of such plans, or to the Mayor and the Board of
23 Supervisors regarding improvements in such plans generally. The Public Advocate shall report
24 to the Board of Supervisors and Mayor the failure of any department to comply substantially
25 with the Public Advocate's recommendations regarding customer service plans.

1
2 **SEC. 8C.103. PUBLIC ADVOCATE—INDIVIDUAL COMPLAINTS.**

3 (a) The Public Advocate may receive, investigate, and attempt to resolve complaints
4 from members of the public concerning public corruption, fraudulent use of taxpayer money, or
5 abuse of power in City services, programs, or activities, except for those that:

6 (1) another City agency is required by law to adjudicate or otherwise resolve;

7 (2) may be resolved through a grievance mechanism established by collective
8 bargaining agreement or contract; or

9 (3) involve allegations of conduct that may constitute a violation of criminal law.

10 (b) If the Public Advocate receives a complaint that is subject to a procedure described
11 in items (1) or (2) of subsection (a), the Public Advocate shall advise the complainant of the
12 appropriate procedure for the resolution of such complaint. If the Public Advocate receives a
13 complaint of the type described in item (3) of subsection (a), the Public Advocate shall promptly
14 refer the matter in accordance with subsection (e).

15 (c) If the Public Advocate receives a complaint that involves conduct of a City employee
16 that could lead to discipline, the Public Advocate shall refer the matter to, the Department of
17 Human Resources or the agency for which the employee works. If the Public Advocate receives
18 a complaint that involves conduct of a sworn Police Department employee, the Public Advocate
19 shall also notify, consult with and refer the matter to, the Department of Police Accountability
20 and the appropriate division of the Police Department charged with investigating employee
21 misconduct. If the Public Advocate refers a matter to another department as provided in this
22 subsection (c), the Public Advocate may continue to investigate and shall refer investigative
23 findings to the appropriate department under this subsection (c). The Public Advocate shall
24 have no authority to impose discipline on any City employee or officer.
25

1 (d) If the Public Advocate receives a complaint alleging conduct that may constitute a
2 violation of conflict of interest or governmental ethics laws, or if during the conduct of any
3 investigation, inquiry, or review authorized by this Section 8C.103 the Public Advocate discovers
4 that the matter involves conduct that may constitute a violation of conflict of interest or
5 governmental ethics laws, the Public Advocate shall promptly refer the complaint and
6 information regarding the alleged violation to the Ethics Commission, City Attorney, District
7 Attorney, and either the Department of Human Resources or the heads of department or
8 departments for whom the involved employee or employees work. Before making a
9 determination whether alleged conduct may constitute a violation of conflict of interest or
10 governmental ethics laws for purposes of this referral, the Public Advocate shall consult with the
11 City Attorney. Within 10 working days after receipt of a complaint referred from the Public
12 Advocate, each office or department to which the Public Advocate has referred the complaint
13 under this subsection (d) shall inform the Public Advocate in writing regarding whether the
14 office or department has initiated or intends to pursue an investigation of the matter. If the City
15 Attorney or District Attorney informs the Public Advocate in writing by that deadline that it has
16 initiated or intends to pursue an investigation, then the Public Advocate shall suspend its own
17 investigation.

18 (e) If the Public Advocate receives a complaint alleging conduct that may constitute a
19 violation of criminal law, or if during the conduct of any investigation, inquiry, or review
20 authorized by this Section 8C.103 the Public Advocate discovers that the matter involves conduct
21 that may constitute a violation of criminal law, the Public Advocate shall promptly refer the
22 complaint and information regarding the alleged violation to the District Attorney. Before
23 making a determination whether alleged conduct may constitute a violation of criminal law for
24 purposes of this referral, the Public Advocate shall consult with the District Attorney. Within 10
25 working days after receipt of a complaint referred from the Public Advocate, the District

1 Attorney shall inform the Public Advocate in writing regarding whether the office has initiated
2 or intends to pursue an investigation of the matter. If the District Attorney informs the Public
3 Advocate in writing by that deadline that it has initiated or intends to pursue an investigation,
4 then the Public Advocate shall suspend its own investigation.

5 (f) Upon an initial determination that a complaint may have merit or that the Public
6 Advocate cannot determine whether it may have merit, the Public Advocate shall refer the
7 complaint to the appropriate agency for resolution. If such agency does not resolve the
8 complaint in a manner that is satisfactory to the Public Advocate within a reasonable time as
9 determined by the Public Advocate, the Public Advocate may conduct an investigation and make
10 specific recommendations to the agency for resolution of the complaint. If, within a reasonable
11 time thereafter as determined by the Public Advocate, such agency has failed to respond to the
12 recommendations in a manner that is satisfactory to the Public Advocate, the Public Advocate
13 may issue a report to the Board of Supervisors, the Mayor, and the agency, describing the
14 conclusions of the investigation and making such recommendations for administrative,
15 legislative, or budgetary action, together with their fiscal implications, as the Public Advocate
16 deems necessary to resolve the complaint or to address the underlying problems discovered in
17 the investigation. In exercising its functions under this subsection (f), the Public Advocate may
18 treat related complaints together.

19 (g) The Public Advocate shall establish procedures for implementing this Section
20 8C.103, including, without limitation, receiving and processing complaints, responding to
21 complainants, conducting investigations, and reporting findings, and shall inform the public
22 about such procedures.

23
24 **SEC. 8C.104. PUBLIC ADVOCATE—WHISTLEBLOWERS.**
25

1 (a) The Public Advocate shall have the authority to receive complaints by members of
2 the public concerning allegedly: incorrect, unreasonable, or unfair decisions by City officers or
3 agencies; inconsistent enforcement, or failure to enforce, laws, rules, or regulations; poor or
4 inadequate service delivery or treatment; poor communication, including unreasonably long
5 response or wait times and unreasonable response delays; or inequitable or inefficient provision
6 of City programs or services. The Public Advocate may investigate and otherwise attempt to
7 resolve such individual complaints except for those that:

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

9 (2) may be resolved through a grievance mechanism established by collective
10 bargaining agreement or contract; or

11 (3) involve allegations of conduct that may constitute a violation of criminal law.

12 (b) If the Public Advocate receives a complaint described in items (1), (2), or (3) of
13 subsection (a), the Public Advocate shall advise the complainant of the appropriate procedure
14 for the resolution of such complaint.

15 (c) If the Public Advocate receives a complaint under this Section 8C.104 alleging
16 conduct that may constitute a conflict of interest or governmental ethics law, or that may
17 constitute a violation of criminal law, the process set forth in subsections (d) and (e) of Section
18 8C.103 shall apply.

19
20 **SEC. 10.104. EXCLUSIONS FROM CIVIL SERVICE APPOINTMENT.**

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

25 * * * *

1 2. All elected officers of the City and County and their chief deputies or chief assistants;

2 * * * *

3 14. The law librarian, assistant law librarians, bookbinder of the Law Library,
4 purchaser, curators, Assistant Sheriff, Deputy Port Director, Chief of the Bureau of Maritime
5 Affairs, Director of Administration and Finance of the Port, Port Sales Manager, Port Traffic
6 Manager, Chief Wharfinger, Port Commercial Property Manager, Actuary of the Employees'
7 Employee's Retirement System, Director of the Zoo, Chief Veterinarian of the Zoo, Director of
8 the Arboretum and Botanical Garden, Director of Employee Relations, Health Service
9 Administrator, Executive Assistant to the Human Services Director, Assistant Public Advocate,
10 and any other positions designated as exempt under the 1932 Charter, as amended;

11 * * * *

12
13 **SEC. 13.101. TERMS OF ELECTIVE OFFICE.**

14 (a) Except in the case of an appointment or election to fill a vacancy, or as otherwise
15 specified in this Section 13.101, the term of office of each elected officer shall commence at
16 ~~12:00~~ noon on the eighth day of January following the date of the election.

17 (b) Subject to the applicable provisions of Section 13.102, the elected officers of the City
18 and County shall be elected as follows:

19 (1) At the general municipal election in 1995 and every fourth year thereafter, a
20 Mayor, a Sheriff, and a District Attorney shall be elected.

21 (2) At the general municipal election in 1996 and every fourth year thereafter,
22 four members of the Board of Education and four members of the Governing Board of the
23 Community College District shall be elected.

24 (3) At the general municipal election in 2013, and at the general municipal
25 election in 2015 and every fourth year thereafter, a City Attorney and a Treasurer shall be

1 elected. Notwithstanding any other provision of this Charter including Section 6.100, the term of
2 office for the person elected City Attorney or Treasurer at the general municipal election in 2013
3 shall be two years.

4 (4) At the general municipal election in 2006 and every fourth year thereafter, an
5 Assessor-Recorder and Public Defender shall be elected.

6 (5) At the general municipal election in 1998 and every fourth year thereafter,
7 three members of the Board of Education and three members of the Governing Board of the
8 Community College District shall be elected.

9 (6) A Public Advocate shall be elected at the general municipal election on
10 November 8, 2022, for a two-year term beginning at noon on January 8, 2023. Thereafter, at the
11 general municipal election in 2024 and every fourth year thereafter, the Public Advocate shall
12 be elected. Notwithstanding any other provision of this Charter including Section 6.100, the
13 term of office for the person elected Public Advocate on November 8, 2022 shall expire at noon
14 on January 8, 2025.

15 (7) (6) The election and terms of office of members of the Board of Supervisors
16 shall be governed by Section 13.110.

17 18 **SEC. 13.101.5. VACANCIES.**

19 (a) If the office of Assessor-Recorder, City Attorney, District Attorney, Public Defender,
20 Sheriff, Treasurer, or Member of the Board of Supervisors, Board of Education, or Governing
21 Board of the Community College District becomes vacant because of death, resignation, recall,
22 permanent disability, or the inability of the respective officer to otherwise carry out the
23 responsibilities of the office, the Mayor shall appoint an individual qualified to fill the vacancy
24 under this Charter and state laws. If the office of Public Advocate becomes vacant because of
25 death, resignation, recall, permanent disability, or the inability of the incumbent to otherwise

1 carry out the responsibilities of the office, the Chief Deputy Public Advocate shall fill the
2 vacancy.

3 (b) If the Office of Mayor becomes vacant because of death, resignation, recall,
4 permanent disability, or the inability to carry out the responsibilities of the office, the President
5 of the Board of Supervisors shall become Acting Mayor and shall serve until a successor is
6 appointed by the Board of Supervisors by motion.

7 (c) Any person filling a vacancy pursuant to subsection (a) or (b) ~~of this Section~~ shall
8 serve until a successor is selected at the next election occurring not less than 120 days after the
9 vacancy, at which time an election shall be held to fill the unexpired term, provided that (1) if an
10 election for the vacated office is scheduled to occur less than one year after the vacancy, the
11 appointee person filling the vacancy shall serve until a successor is selected at that election
12 ~~or~~ and (2) if an election for the vacated office is not scheduled to occur less than one year after
13 the vacancy but an election for any seat on the same board as the vacated seat is scheduled to
14 occur less than one year but at least 120 days after the vacancy, the appointee person filling the
15 vacancy shall serve until a successor is selected at that election to fill the unexpired term.

16 ~~(d) If no candidate receives a majority of the votes cast at an election to fill a vacated~~
17 ~~office, the two candidates receiving the most votes shall qualify to have their names placed on~~
18 ~~the ballot for a municipal runoff election at the next regular or otherwise scheduled election~~
19 ~~occurring not less than five weeks later. If an instant runoff election process is enacted for the~~
20 ~~offices enumerated in this Section, that process shall apply to any election required by this~~
21 ~~Section.~~

22
23 **SEC. 13.102. ~~INSTANT RUNOFF ELECTIONS~~ RANKED-CHOICE VOTING**
24 **ELECTIONS.**

1 (a) For the purposes of this Section 13.102 section: (1) a candidate shall be deemed
2 “continuing” if the candidate has not been eliminated from further rounds of tabulation; (2) a
3 ballot shall be deemed “continuing” if it is not exhausted; and (3) a ballot shall be deemed
4 “exhausted,” and not included counted in further stages of the tabulation, if all of the choices
5 have been eliminated or there are no more choices indicated on the ballot. If a ranked-choice
6 ballot gives equal rank to two or more candidates, the ballot shall be declared exhausted when
7 such multiple rankings are reached. If a voter casts a ranked-choice ballot but skips a rank, the
8 voter's vote shall be transferred to that voter's next ranked choice.

9 (b) The Mayor, Sheriff, District Attorney, City Attorney, Treasurer, Assessor-Recorder,
10 Public Defender, Public Advocate, and members of the Board of Supervisors shall be elected
11 using a ranked-choice, ~~or “instant runoff,”~~ ballot. The ballot shall allow voters to rank a number
12 of choices in order of preference equal to the total number of candidates for each office;
13 provided, however, that if the voting system, vote tabulation system, or similar or related
14 equipment used by the City and County cannot feasibly accommodate choices equal to the total
15 number of candidates running for each office, then the Director of Elections may limit the
16 number of choices a voter may rank to no fewer than three. The ballot shall in no way interfere
17 with a voter’s ability to cast a vote for a write-in candidate.

18 (c) If a candidate receives a majority of the first choices, that candidate shall be declared
19 elected. If no candidate receives a majority, the candidate who received the fewest first choices
20 shall be eliminated from further rounds of tabulation and each vote cast for that candidate shall
21 be transferred to the next ranked candidate on that voter's ballot. If, after this transfer of votes,
22 any candidate has a majority of the votes from the continuing ballots, that candidate shall be
23 declared elected.

24 (d) If no candidate receives a majority of votes from the continuing ballots after a
25 candidate has been eliminated from further rounds of tabulation and his or her votes have been

1 transferred to the next-ranked candidate, the continuing candidate with the fewest votes from the
2 continuing ballots shall be eliminated from further rounds of tabulation. All votes cast for that
3 candidate shall be transferred to the next-ranked continuing candidate on each voter's ballot.
4 This process of eliminating candidates from further rounds of tabulation and transferring their
5 votes to the next-ranked continuing candidates shall be repeated until a candidate receives a
6 majority of the votes from the continuing ballots.

7 (e) If the total number of votes of the two or more candidates credited with the lowest
8 number of votes is less than the number of votes credited to the candidate with the next highest
9 number of votes, those candidates with the lowest number of votes shall be eliminated from
10 further rounds of tabulation simultaneously and their votes transferred to the next-ranked
11 continuing candidate on each ballot in a single counting operation.

12 (f) A tie between two or more candidates shall be resolved in accordance with State law.

13 (g) The Department of Elections shall conduct a voter education campaign to familiarize
14 voters with the ranked-choice ~~or, "instant runoff,"~~ method of voting.

15 (h) Any voting system, vote tabulation system, or similar or related equipment acquired
16 by the City and County shall have the capability to accommodate this system of ranked-choice,
17 ~~or "instant runoff,"~~ balloting.

18 ~~(i) Ranked choice, or "instant runoff," balloting shall be used for the general municipal~~
19 ~~election in November 2002 and all subsequent elections. If the Director of Elections certifies to~~
20 ~~the Board of Supervisors and the Mayor no later than July 1, 2002 that the Department will not~~
21 ~~be ready to implement ranked-choice balloting in November 2002, then the City shall begin~~
22 ~~using ranked-choice, or "instant runoff," balloting at the November 2003 general municipal~~
23 ~~election.~~

24 ~~If ranked-choice, or "instant runoff," balloting is not used in November of 2002, and no~~
25 ~~candidate for any elective office of the City and County, except the Board of Education and the~~

1 ~~Governing Board of the Community College District, receives a majority of the votes cast at an~~
2 ~~election for such office, the two candidates receiving the most votes shall qualify to have their~~
3 ~~names placed on the ballot for a runoff election held on the second Tuesday in December of~~
4 ~~2002.~~

5
6 **SEC. 15.105. SUSPENSION AND REMOVAL.**

7 (a) ELECTIVE AND CERTAIN APPOINTED OFFICERS. Any elective officer, and
8 any member of the Airport Commission, Asian Art Commission, Civil Service Commission,
9 Commission on the Status of Women, Golden Gate Concourse Authority Board of Directors,
10 Health Commission, Human Services Commission, Juvenile Probation Commission, Municipal
11 Transportation Agency Board of Directors, Port Commission, Public Utilities Commission,
12 Recreation and Park Commission, Fine Arts Museums Board of Trustees, ~~Taxi Commission~~, War
13 Memorial and Performing Art Center Board of Trustees, Board of Education, or Community
14 College Board is subject to suspension and removal for official misconduct as provided in this
15 ~~§~~Section 15.105. Such officer may be suspended by the Mayor and the Mayor shall appoint a
16 qualified person to discharge the duties of the office during the period of suspension. Upon such
17 suspension, the Mayor shall immediately notify the Ethics Commission and Board of
18 Supervisors thereof in writing and the cause thereof, and shall present written charges against
19 such suspended officer to the Ethics Commission and Board of Supervisors at or prior to their
20 next regular meetings following such suspension, and shall immediately furnish a copy of the
21 same to such officer, who shall have the right to appear with counsel before the Ethics
22 Commission in his or her defense.

23 The Ethics Commission shall hold a hearing not less than five days after the filing of
24 written charges. After the hearing, the Ethics Commission shall transmit the full record of the
25 hearing to the Board of Supervisors with a recommendation as to whether the charges should be

1 sustained. If, after reviewing the complete record, the charges are sustained by not less than a
2 three-fourths vote of all members of the Board of Supervisors, the suspended officer shall be
3 removed from office; if not so sustained, or if not acted on by the Board of Supervisors within 30
4 days after the receipt of the record from the Ethics Commission, the suspended officer shall
5 thereby be reinstated.

6 The Mayor may file written charges of official misconduct against the Public Advocate
7 and those charges shall be heard and acted on by the Ethics Commission and the Board of
8 Supervisors in the same manner as other charges of official misconduct, but notwithstanding any
9 other provision of this subsection (a) or this Section 15.105, the Mayor shall have no power to
10 suspend the Public Advocate.

11 * * * *

12
13 **SEC. A8.409-1. EMPLOYEES COVERED.**

14 * * * *

15 Except as otherwise provided by this Charter, the Civil Service Commission shall set the
16 wages and benefits of all elected officials of the City and County of San Francisco as follows:
17 The Commission shall conduct a salary survey of the offices of chief executive officer, county
18 counsel, district attorney, public defender, assessor-recorder, treasurer, and sheriff, in the
19 counties of Alameda, Contra Costa, Marin, San Mateo, and Santa Clara. The Commission shall
20 then average the salaries for each of those offices to determine respectively the base five-year
21 salaries for the Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder,
22 Treasurer, and Sheriff.

23 If any of the aforementioned counties do not have an office of public defender, that
24 county shall be omitted from the salary survey for purposes of determining the base five-year
25 salary of the Public Defender. Among the aforementioned counties, any freestanding county

1 assessor's office or any county office in which the assessor's function is combined with other
2 county functions, shall be deemed comparable to the office of Assessor-Recorder for purposes of
3 determining the base five-year salary of the Assessor-Recorder. If any of the aforementioned
4 counties do not have a comparable county office of treasurer, the county office whose functions
5 most closely resemble the Treasurer's functions in San Francisco shall be deemed comparable to
6 the office of Treasurer for purposes of determining the base five-year salary of the Treasurer.

7 The Commission shall set the base salary of the Public Advocate based on a salary
8 survey of comparable offices, or using such other methodology as the Commission deems
9 appropriate. For the purpose of the survey, the Executive Director of the Ethics Commission
10 shall be a comparable office to the Public Advocate.

11 The initial base five-year salary determination for the respective salaries of the Mayor,
12 City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff
13 shall apply to the period from July 1, 2007 through June 30, 2012. Subsequent base five-year
14 salary determinations for those offices shall apply to subsequent five-year periods, for example,
15 July 1, 2012 through June 30, 2017.

16 The initial base salary determination for the salary of the Public Advocate shall apply to
17 the period from the Public Advocate's initial assumption of office under Section 13.101(b)(6)
18 through June 20, 2027, even if that period may be longer or shorter than five years. Subsequent
19 base salary determinations for the Public Advocate shall apply to subsequent five-year periods.

20 For the second, third, fourth, and fifth years of the period for which any base five-year
21 salary has been set, the Commission shall annually adjust the respective salaries of the Mayor,
22 City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, ~~and~~ Sheriff,
23 and Public Advocate to account for upward annual movement in the Consumer Price Index
24 during the prior calendar year; provided, that whenever the upward movement in the Consumer
25 Price Index during the prior calendar year exceeds 5%, the cost-of-living adjustment shall not be

1 the actual increase in the Consumer Price Index for the prior calendar year but instead shall be
2 5%. The annual cost-of-living adjustment shall take effect July 1 of the second, third, fourth, and
3 fifth years of the period for which the base five-year salary has been set.

4 Except as noted below, in setting the initial and subsequent base ~~five-year~~ salary
5 determinations for the offices of Mayor, City Attorney, District Attorney, Public Defender,
6 Assessor-Recorder, Treasurer, ~~and~~ Sheriff, and Public Advocate, the Commission may not
7 reduce the respective salaries of any of those offices. If implementation of the process for setting
8 the base five-year salary would otherwise result in a salary reduction for any of those offices, the
9 base five-year salary for the affected office or offices shall be the existing salary for the office.

10 If the City and County of San Francisco and employee organizations agree to amend the
11 compensation provisions of existing memoranda of understanding to reduce costs, the
12 Commission shall review and amend the respective salaries of the Mayor, City Attorney, District
13 Attorney, Public Defender, Assessor-Recorder, Treasurer, ~~and~~ Sheriff, and Public Advocate as
14 necessary to achieve comparable cost savings in the affected fiscal year or years.

15 The Commission shall annually set the benefits of elected officials, to take effect July 1
16 of each year. Benefits of elected officials may equal but may not exceed those benefits provided
17 to any classification of miscellaneous officers and employees as of July 1 of each year, except,
18 after January 7, 2012, the City and County shall not pay the required employee contributions of
19 said officials into the San Francisco Employees' Retirement System trust fund or into the Retiree
20 Health Care Trust Fund.

21 In addition, subject to the approval or disapproval of the Board of Supervisors, the Mayor
22 may create, for employees designated as management, a management compensation package that
23 recognizes and provides incentives for outstanding managerial performance contributing to
24 increased productivity and efficiency in the work force. In formulating such a package, the
25

1 Mayor shall take into account data developed in conjunction with the civil service commission
2 regarding the terms of executive compensation in other public and private jurisdictions.

3
4 **SEC. F1.102. STREET, SIDEWALK, AND PARK CLEANING AND MAINTENANCE.**

5 (a) The Services Audit Unit shall conduct annually a performance audit of the City's
6 street, sidewalk, and public park maintenance and cleaning operations. The annual audit shall:

7 (1) Include quantifiable, measurable, objective standards for street, sidewalk, and
8 park maintenance, to be developed in cooperation and consultation with the Department of
9 Public Works and the Recreation and Park Department;

10 (2) Based upon such measures, report on the condition of each geographic
11 portion of the City;

12 (3) To the extent that standards are not met, assess the causes of such failure and
13 make recommendations of actions that will enhance the achievement of those standards in the
14 future;

15 (4) Ensure that all bond funds related to streets, parks and open space are spent in
16 strict accordance with the stated purposes and permissible uses of such bonds, as approved by the
17 voters.

18 Outside of the audit process, the City departments charged with cleaning and maintaining
19 streets, sidewalks, and parks shall remain responsible for addressing individual complaints
20 regarding specific sites, although the Controller *and the Public Advocate* may receive and
21 investigate such complaints under Sections F1.107, *and 8C.103 and 8C.104, respectively.*

22 (b) In addition, all City agencies engaged in street, sidewalk, or park maintenance shall
23 establish regular maintenance schedules for streets, sidewalks, parks, and park facilities, which
24 shall be available to the public and on the department's website. Each such department shall
25 monitor compliance with these schedules, and shall publish regularly data showing the extent to

1 which the department has met its published schedules. The City Services Audit Unit shall audit
2 each department's compliance with these requirements annually, and shall furnish
3 recommendations for meaningful ways in which information regarding the timing, amount, and
4 kind of services provided may be gathered and furnished to the public.

5
6 **SEC. F1.107. CITIZENS' COMPLAINTS; WHISTLEBLOWERS.**

7 (a) The Controller shall have the authority to receive and investigate individual
8 complaints concerning: the misuse of City funds by officers or employees; the use of City
9 equipment or time for personal purposes; the purchase of unneeded supplies or equipment;
10 nonperformance, or inadequate performance of, contractually-required services; or, improper or
11 wasteful activities by City officers or employees. ~~the quality and delivery of government~~
12 ~~services, wasteful and inefficient City government practices, misuse of City government funds,~~
13 ~~and improper activities by City government officers and employees.~~ When appropriate, the
14 Controller shall investigate and otherwise attempt to resolve such individual complaints except
15 for those which:

16 (1) another City agency is required by federal, state, or local law to adjudicate or
17 otherwise resolve,

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

20 (3) involve allegations of conduct which may constitute a violation of criminal
21 law, or

22 (4) are subject to an existing, ongoing investigation by the District Attorney, the
23 City Attorney, or the Ethics Commission, where either official or the Commission states in
24 writing that investigation by the Controller would substantially impede or delay his, her, or its
25 own investigation of the matter.

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

4 (b) If the Controller receives a complaint alleging conduct that may constitute a violation
5 of criminal law or a governmental ethics law, he or she shall promptly refer the complaint
6 regarding criminal conduct to the District Attorney or other appropriate law enforcement agency
7 and shall refer complaints regarding violations of governmental ethics laws to the Ethics
8 Commission and the City Attorney. Nothing in this Section shall preclude the Controller from
9 investigating whether any alleged criminal conduct also violates any civil or administrative law,
10 statute, ordinance, or regulation.

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

1 number at a later time, provided the supervision of the whistleblower function remains with the
2 Controller and its responsibilities and function continue unabridged.

3 (d) The Controller shall on a quarterly basis prepare summaries of all complaints
4 received by the Controller's whistleblower program and transmit those summaries to the Public
5 Advocate. The Public Advocate shall review the summaries by complaint type, department
6 involved, and other factors to identify trends in complaints and prepare recommendations for the
7 improvement of City controls and services. To the extent permitted by state law, the City shall
8 keep these summaries confidential.

9 (e) The Public Advocate and the Controller may from time to time and by written
10 agreement shift between themselves jurisdictional responsibilities for investigation and reporting
11 types of whistleblower complaints established in the Charter. The Public Advocate and the
12 Controller shall submit a copy of any such agreement to the Mayor and the Board of
13 Supervisors, and make the agreement available to the public.

14
15 ~~**F1.108. CUSTOMER SERVICE PLANS.**~~

16 ~~The Controller shall assess the progress of City departments' compliance with Charter~~
17 ~~Section 16.120 and any implementing ordinances requiring City departments to prepare effective~~
18 ~~customer service plans. The Controller shall make recommendations to departments to improve~~
19 ~~the effectiveness of such plans. The Controller shall report to the Board of Supervisors and~~
20 ~~Mayor the failure of any department to comply substantially with the Controller's~~
21 ~~recommendations regarding customer service plans.~~

22
23 ~~**SEC. F1.114. OPERATIVE DATE; SEVERABILITY.**~~

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

LEGISLATIVE DIGEST

Revised 07/06/20

[Charter Amendment - Public Advocate]

Describing and setting forth a proposal to the voters, at an election to be held on November 3, 2020, to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary.

Existing Law

The City currently does not have a particular official or central office responsible for overseeing how City departments interact with the public. The Controller reviews some City programs and services and runs the City's whistleblower program. The District Attorney, City Attorney, and Ethics Commission each plays a role under the Charter in investigating and enforcing misconduct by City officials.

Amendments to Current Law

The proposed Charter amendment that would create the Office of the Public Advocate. The Public Advocate would review the administration of City programs, including the distribution of programs and services throughout the City, the effectiveness of the public information and service complaint programs of City agencies, and the responsiveness of City agencies to requests for data or information. The Public Advocate would also review the management and employment practices of City officers and departments, including City policies and practices that promote or impede the effective and efficient operation of City government, and would review the City's contracting procedures and practices. And the Public Advocate would investigate and attempt to resolve complaints from members of the public concerning City services and programs. The proposal would eliminate some corresponding functions of the Controller.

The Public Advocate could also introduce legislation at the Board of Supervisors, with some limitations.

The proposal would authorize the Public Advocate to receive and investigate confidential whistleblower complaints concerning: incorrect, unreasonable, or unfair decisions

of City officers or agencies; inconsistent enforcement, or failure to enforce, laws, rules or regulations; poor or inadequate service delivery or treatment; poor communication, including unreasonably long response or wait times and unreasonable response delays; or inequitable or inefficient provision of City services. The Controller would continue to receive and investigate confidential whistleblower complaints concerning: the misuse of City funds by officers or employees; the use of City equipment or time for personal purposes; the purchase of unneeded supplies or equipment; nonperformance, or inadequate performance of, contractually-required services; or, improper or wasteful activities by City officers or employees.

The Public Advocate would be elected at a Citywide election, using ranked-choice voting, and serve a four-year term. The first Public Advocate would be elected in November 2022, and would serve a shortened two-year term beginning in January 2023. Then, beginning with the general municipal election in 2024, the Public Advocate would be elected every four years. No person could serve as Public Advocate for more than two successive terms, not including the initial two-year term beginning in January 2023. The Public Advocate could not contribute to, or publicly endorse or oppose, a candidate for City elective office, or be an officer, director, or employee of an organization that makes political endorsements regarding candidates for City elective office.

The Mayor could file written charges of official misconduct against the Public Advocate and those charges would be heard and acted on by the Ethics Commission and the Board of Supervisors in the same manner as other charges of official misconduct, but the Mayor would have no power to suspend the Public Advocate prior to the determination of those charges by the Board of Supervisors.

The Civil Service Commission would set the salary of the Public Advocate every five years based on a salary survey of comparable offices, including the salary of the Executive Director of the Ethics Commission, or using such other methodology as the Commission deemed appropriate.

The proposal would also make conforming changes in other Charter sections and correct and update additional provisions.

The provisions relating to the election of the Public Advocate would become operative on the effective date of the Charter amendment. All other provisions would become operative at the date and time that the first Public Advocate takes office.

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

May 26, 2020

File No. 200509

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Ms. Gibson:

On May 19, 2020, the following proposed Charter Amendment for the November 3, 2020, Election was received by the Board of Supervisors' Rules Committee:

File No. 200509

Charter Amendment (First Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in black ink that reads "Victor Young".

By: Victor Young, Assistant Clerk
Rules Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer
Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning
Laura Lynch, Environmental Planning

Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a direct or indirect physical change in the environment.

06/02/2020

A handwritten signature in black ink that reads "Joy Navarrete".



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield
Controller
Todd Rydstrom
Deputy Controller

Ms. Angela Calvillo
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place Room 244
San Francisco, CA 94102-4689

June 24, 2020

RE: File 200509 – Charter amendment to create the Office of the Public Advocate

Dear Ms. Calvillo,

Should the proposed Charter amendment be approved by the voters, in my opinion, it would have a moderate impact on the cost of government.

The proposed new Office of the Public Advocate would review the administration of City programs and services and to receive, investigate, and attempt to resolve complaints regarding City services and programs. Additionally, the Public Advocate would have the authority to receive and investigate certain whistleblower complaints. The authority and responsibility to perform these functions currently exists in various City departments, which remain largely unchanged in the proposed measure.

The amendment mandates a minimum staffing requirement of four positions for this new office, at a likely cost of between \$725,000 and \$925,000. The amendment also states that the Public Advocate may have other staff but does not specify the type or number. The Public Advocate would also have the authority to introduce legislation and would be elected at the first citywide general or special election occurring after January 1, 2021 with a salary set by the Civil Service Commission.

This proposed amendment is not in compliance with a non-binding, voter-adopted city policy regarding mandatory expenditures. This policy seeks to limit voter-mandated expenditure requirements that limit the discretion of the Mayor and Board of Supervisors in the City's budget process. Note that the proposed amendment would change the duties of the Controller's Office, which has prepared this statement.

Sincerely,

Ben Rosenfield
Controller

Note: This analysis reflects our understanding of the proposal as of the date shown. At times further information is provided to us which may result in revisions being made to this analysis before the final Controller's statement appears in the Voter Information Pamphlet.

City and County of San Francisco
Micki Callahan
Human Resources Director



Department of Human Resources
Connecting People with Purpose
www.sfdhr.org

DATE: May 29, 2020

TO: All City Unions

CC: Supervisor Gordon Mar
Supervisor Hillary Ronen
Angela Calvillo, Clerk of the Board of Supervisors

FROM: Carol Isen, Director Employee Relations

RE: **Proposed Charter Amendment – Office of the Public Advocate (BOS File No: 200509)**

Dear Labor Colleagues,

On May 19, 2020 Supervisors Mar and Ronen introduced a proposed Charter Amendment, to be placed before the voters at the election held on November 3, 2020, which would create the Office of the Public Advocate. Copies of the proposed Charter Amendment and its accompanying digest are enclosed, and more information can be found at the link below:

<https://sfgov.legistar.com/View.ashx?M=F&ID=8450374&GUID=45854789-D2A9-476E-9029-0C8238F9AA34>

The proposed Charter Amendment would: (1) create the Office of the Public Advocate; (2) set the Public Advocate's powers and duties; (3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; (4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and (5) provide for the Public Advocate's election, removal, and salary.

The City is providing this notice and an opportunity to meet and confer on the proposed Charter Amendment. Due to the COVID-19 pandemic and public health orders, including the shelter-in-place orders, the City offers to meet remotely, by videoconference. The City is available on **June 10, 2020 from 2-3pm** to initiate this process. The Employee Relations Division will send an invitation for the meeting.

Attachments: Charter Amendment – Public Advocate
(BOS File No: 200509)

From: [Wright, Edward \(BOS\)](#)
To: [Young, Victor \(BOS\)](#)
Cc: [Lerma, Santiago \(BOS\)](#); [Mullan, Andrew \(BOS\)](#); [Mar, Gordon \(BOS\)](#)
Subject: Documents to add to File No. 200509
Date: Monday, June 29, 2020 10:11:30 AM
Attachments: [47894-BLA.America's Cup Costs Feb 10 2014.pdf](#)
[public_advocate_progress_report.pdf](#)
[America's Cup cost to S.F. more than doubles - SFGate.pdf](#)
[SAN FRANCISCO Airport builder to pay the city \\$19 million Tutor-Saliba settles suit alleging terminal overcharge - SFGate.pdf](#)
[How San Francisco flushes away scores of millions of dollars on a stinker of a toilet contract - Mission Local.pdf](#)

Victor,

Supervisor Mar will be referencing information in these documents in his remarks on this item today, and we'd like them added to the legislative file.


Thank you,

Edward Wright
Legislative Aide
Office of Supervisor Gordon Mar, District 4
(415) 554-7464

**CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102
(415) 552-9292 FAX (415) 252-0461

Policy Analysis Report

To: Supervisor Avalos
From: Budget and Legislative Analyst's Office 
Re: Analysis of the Impact of the 34th America's Cup to the City
Date: February 10, 2014

Summary of Requested Action

Your office requested that the Budget and Legislative Analyst review the impact of the 34th America's Cup to the City. We reviewed the economic impact, the City's revenues and expenditures, the America's Cup Organizing Committee's performance in reaching its contractual goal to raise \$32 million to offset City costs, a summary of investments made to Port property, and the Event Authority's vacation of the Port venues. We also reviewed the Event Authority's compliance with the *Workforce Development and Local Small Business Inclusion Plan*.

For further information about this report, contact: Severin Campbell at the Budget and Legislative Analyst's Office.

EXECUTIVE SUMMARY

The 34th America's Cup was a series of international sailing races, consisting of the two America's Cup World Series events in 2012, and the Louis Vuitton Cup Challenger Series and America's Cup Finals in 2013. The City, the America's Cup Organizing Committee, and the America's Cup Event Authority (Event Authority) entered into a Host and Venue Agreement, which set the terms for the City's hosting of the America's Cup events, and the Lease Disposition Agreement, which set the specific terms for the Event Authority's use of City property. The Lease Disposition Agreement incorporated the *Workforce Development and Local Small Business Inclusion Plan*, which set local hiring and local small business participation goals for Event Authority contracts.

The economic impact to the City from hosting the America's Cup was 27 percent of the original projections by the Office of Economic and Workforce Development's (OEWD) economic consultant, as shown in the table below. The original projections were prepared in 2010 prior to selection of San Francisco as the host city and were based on 15 racing syndicates participating in the America's Cup sailing races. The 34th America's Cup included only four rather than 15 racing syndicates and attracted fewer spectators than estimated.

Table I: Summary of the Initial, Revised and Final Estimates of the Economic Impact of the America’s Cup Events in 2012 and 2013

	2010 Report	March 13, 2013 Presentation to Budget and Finance Committee	December 2013 Report	December 2013 Economic Benefit as a Percent of Original Projection in 2010
Total Economic Impact to City Businesses and Residents	\$1.372 billion	\$901.8 million	\$364.4 million	27%
Tax Revenues to the City	\$23.9 million	\$13.0 million	\$5.8 million	24%
Number of New Jobs	8,840	6,481	2,863	44%

Source: Bay Area Council Economic Institute Reports

The City incurred \$11.5 million in net costs to host the 34th America’s Cup, including \$6.0 in net General Fund costs and \$5.5 million in net Port costs

Under the Host and Venue Agreement between the City and the Event Authority, the City provided City services and exclusive and non-exclusive use of Port property to serve as America’s Cup venues at no cost to the Event Authority. In exchange, the America’s Cup Organizing Committee was to “endeavor” to raise up to \$32 million to reimburse the City for a portion of the City’s costs. The Host and Venue Agreement did not require the Event Authority or the America’s Cup Organizing Committee to fully reimburse the City’s costs for the America’s Cup.

The America’s Cup Organizing Committee has only raised funds sufficient to reimburse the City for \$8.7 million of the City’s General Fund expenditures to host the America’s Cup of \$20.5 million. The America’s Cup events generated an additional \$5.8 million in tax revenues, but the combined reimbursements from the America’s Cup Organizing Committee and tax revenues generated by America’s Cup events were insufficient to cover the City’s General Fund costs to host the America’s Cup events in 2012 and 2013, as shown in the table below.

Table II: The City’s General Fund Costs and Revenues to Host the America’s Cup

<u>General Fund Expenditures</u>	
Planning, Permitting, and Environmental Review	\$9,265,036
City Department Operating Expenditures	6,147,391
Port Expenditures Reimbursed by General Fund	4,038,662
Portable restrooms and servicing	1,015,300
Total City General Fund Expenditures	\$20,466,389
Total Tax Revenues	5,793,484
America’s Cup Organizing Committee Reimbursements	8,674,387
Total Revenues	\$14,467,871
Net General Fund Costs	\$5,998,518
Port Costs	5,461,386
Total City Costs	\$11,459,904

Source: OEWD, Bay Area Council Economic Institute, City Departments

The Event Authority did not notify or work with OEWD to recruit San Francisco residents for Event Authority contracts in 2012

The City’s Administrative Code provisions for hiring San Francisco residents on City contracts did not apply to Event Authority contracts because these contracts were between private entities. To meet the City’s objective that San Francisco residents would be hired for America’s Cup events in 2012 and 2013, the *Workforce Development and Local Small Business Inclusion Plan (Plan)* provided for the Event Authority to work closely with OEWD to identify jobs with Event Authority contractors and refer San Francisco residents for these jobs. The *Plan* provided for OEWD to monitor and enforce the local resident hiring provisions of the Event Authority contracts for event management and installation work, and assess penalties of \$5,000 per contract for failure to complete the steps to achieve the hiring goals.

According to OEWD’s presentation to the March 13, 2013 Budget and Finance Committee, the Event Authority did not notify OEWD prior to the America’s Cup events in 2012 nor report hiring goals for San Francisco residents in 2012. Although the OEWD presentation attributed the lack of notification to the short amount of time between the finalizing of the Lease Disposition Agreement in August 2012 and the America’s Cup World Series events held in August and October 2012, the original Host and Venue Agreement between the City, the America’s Cup Organizing Committee and the Event Authority and draft versions of the *Workforce Development and Local Small Business Inclusion Plan* provided for the Event Authority to “participate in the San Francisco Workforce Development System and comply with mandatory local hiring program regulations”.

According to OEWD staff, they monitored Event Authority contractors in 2013 to ensure compliance with the *Plan’s* goals for local hiring. In 2013, 517 San Francisco residents worked on Event Authority contracts, for an average of 127 hours or more than three weeks of full time work, as shown in the table below.

Table III: San Francisco Residents’ Work Hours for 2013 Event Authority Contracts

Contract	Work Hours	Number of San Francisco Residents	Average Number of Hours per Resident
Events Management	58,654	419	140
Temporary Installation	6,854	98	70
Total	65,508	517	127

Source: OEWD

The *Plan* set a goal for 50 percent of new hires on the Event Authority’s contracts to be San Francisco residents. Events management contracts met this local hire goal, but temporary installation contracts did not, as shown in the table below. According to the CityBuild Director, Event Authority installation contractors did not meet the *Plan* goals for new hires because of union hiring rules and because many of the Event Authority contractors were from outside of the Bay Area. Overall, 53 percent of new hires on Event Authority contracts in 2013 were San Francisco residents.¹

Table IV: New Hires on 2013 Event Authority contracts

Contract	New Hires	San Francisco Residents	Percent San Francisco Residents
Events Management	701	419	60%
Temporary Installation	252	87	35%
Total	953	506	53%

Source: OEWD

Payment of Prevailing Wage by Event Authority Contractors

According to the *Plan*, the Event Authority agreed to comply with the City’s prevailing wage provisions for temporary event-related installation work. The Office of Labor Standards Enforcement (OLSE) conducted audits of several Event Authority contractors, based on complaints from the Carpenters Local Union No. 22 and Pile Drivers Local No. 34, and assessed nine contractors and subcontractors \$406,566 in back wages for not complying with the City’s prevailing wage requirements.

The Workforce Development and Local Small Business Inclusion Plan did not create a mechanism to track small business participation

The *Workforce Development and Local Small Business Inclusion Plan* set local small business participation goals of 30 percent for Event Authority contracts of \$150,000 or more for event management activities. The Office of Contract Administration’s Contract Monitoring Division did not set up a mechanism to track small businesses’ inclusion in Event Authority contracts, nor did the *Plan* create a mechanism to track small business participation. After the conclusion of the America’s Cup events in the fall of 2013, the Contract Monitoring Division and the Office of Small Business began to identify small business inclusion in the Event Authority contracts. According to the Contract Monitoring Division, of the 328 Event Authority contracts, six contractors were certified Local Business Enterprises

¹ 506 of the 517 San Francisco residents working on Event Authority contracts were new hires.

by the City. The Office of Small Business is currently verifying the number of local small San Francisco businesses that contracted with the Event Authority.

Conclusion

Under the Host and Venue Agreement, the Event Authority had exclusive and non-exclusive use of City property for the 2012 and 2013 America's Cup events at no cost to the Event Authority with the expectation that fundraising by the America's Cup Organizing Committee would reimburse the City for a portion of the City's costs to host the America's Cup. Because both the America's Cup Organizing Committee's fundraising and tax revenues generated by the America's Cup events fell short of the original projections, the City's General Fund incurred net costs of \$6.0 million and the Port incurred net costs of \$5.5 million, totaling \$11.5 million.

As a result of these net costs to the City of \$11.5 million, any agreement between the City and the Event Authority to host a future America's Cup should require payment to the City for use of City property and for City services, other than services routinely provided by the City.

The City considered that the hiring of local residents and contracts with local small businesses were benefits of the 34th America's Cup. However, while the Event Authority worked with OEWD to recruit San Francisco residents for Event Authority contracts in 2013, the Event Authority did not notify or work with OEWD to recruit San Francisco residents for Event Authority contracts in 2012, as provided by the *Workforce Development and Small Business Inclusion Plan*. Neither the Event Authority nor OEWD sufficiently tracked small business participation in Event Authority contracts.

Any agreement between the City and the Event Authority to host a future America's Cup should ensure that the Event Authority and its contractors understand and comply with local hire and prevailing wage requirements for all events covered by the agreement. The City needs to better monitor local hire requirements, and to track inclusion of local small businesses in event contracts.

The 34th America's Cup

The Host and Venue Agreement

The 34th America's Cup was a series of international sailing races between the Golden Gate Yacht Club, the defender of the America's Cup, and three challengers from New Zealand, Italy and Sweden. San Francisco was selected as the host city for the 34th America's Cup by the America's Cup Event Authority (Event Authority) on December 31, 2010, and the Mayor, the Event Authority, and the America's Cup Organizing Committee executed the Host and Venue Agreement on January 4, 2011. The Host and Venue Agreement obligated the City, as the host city for the America's Cup, to conduct an environmental review, provide waterfront venues at no cost to the Event Authority, and provide or facilitate the provision of certain services required to host a successful event.

The Lease Disposition Agreement

While the City and Event Authority tentatively agreed to a draft Development and Disposition Agreement in 2012, in which the Event Authority would enter into long-term leases for Port property in exchange for developing the property, the Event Authority withdrew its proposal for long-term development of Port property, and instead, entered into a Lease Disposition Agreement, approved by the Board of Supervisors on March 22, 2012. The Lease Disposition Agreement modified the terms of the Host and Venue Agreement, including defining the terms and conditions for which the Port (1) provided venues to the Event Authority for the America's Cup, including the respective licenses or leases for these venues, at no cost to the Event Authority; and (2) made improvements to these venues at the Port's expense in preparation for the America's Cup.

The Sailing Races

The 34th America's Cup races consisted of two America's Cup World Series, the Louis Vuitton Cup Challenger Series, and the America's Cup Finals. The World Series races, which raced 45-foot catamarans, were held in several locations², including San Francisco in August and October 2012. The Louis Vuitton Cup Challenger Series and the America's Cup Finals, which raced 72-foot catamarans, were held in San Francisco in July through September 2013.

² The 2011-2012 World Series races were held in Cascais, Portugal; Plymouth, England; Naples, Italy; Venice, Italy; San Diego, California; and Newport, Rhode Island. The 2012-2013 World Series were held in Naples, Italy and San Francisco.

Economic Benefits of the America's Cup

The Office of Economic and Workforce Development (OEWD) commissioned a report from the Bay Area Council Economic Institute and Beacon Economics on the potential economic impact of hosting the America's Cup in San Francisco, which was released in 2010 and titled *The America's Cup: Economic Impacts of a Match on San Francisco Bay* ("2010 Report"). According to the 2010 Report, economic benefits to San Francisco from hosting the America's Cup would come from expenditures by the racing teams and by spending on hotels, restaurants and retail services.

The 2010 Report estimated that benefits to the City from hosting the America's Cup would include:

- Total economic benefit to City businesses and residents of \$1.372 billion;
- Tax revenues to the City of \$23.9 million; and
- 8,840 new jobs due to America's Cup activities.

Racing Syndicates

The 2010 Report was prepared prior to the selection of San Francisco as the host city and determination of the race format, and based their estimates of the economic impact to San Francisco on 15 racing syndicates participating in the racing matches, or three more than in the prior America's Cup hosted in Valencia, Spain. However, only four racing syndicates, rather than 15, participated in the 2013 America's Cup racing matches, including the Louis Vuitton Cup Challenger and Final Series. Eight racing syndicates consisting of 11 catamarans participated in the 2012 America's Cup World Series.

March 2013 Revised Estimates of Economic Impact

The Bay Area Council Economic Institute presented revised estimates of the economic impact of the America's Cup to San Francisco to the March 13, 2013 Budget and Finance Committee that reflected the reduced number of racing syndicates and impact of the America's Cup. The 2013 presentation estimated that benefits to the City from hosting the America's Cup would include:

- Total economic benefit to City businesses and residents of \$901.8 million;
- Tax revenues to the City of \$13.0 million; and
- 6,481 new jobs due to America's Cup activities.

December 2013 Final Analysis of Economic Impact

The America’s Cup events in 2012 and 2013 had a much smaller economic impact that the original and revised estimates had projected. According to the Bay Area Council Economic Institute’s December 2013 summary analysis, the benefits to the City from hosting the America’s Cup included:

- Total economic benefit to City businesses and residents of \$364.4 million;
- Tax revenues of \$5.8 million; and
- 3,858 new jobs due to America’s Cup activities.

The following table summarizes the initial, revised and final estimates of the economic impact of the America’s Cup events in 2012 and 2013.

Table 1: Summary of the Initial, Revised and Final Estimates of the Economic Impact of the America’s Cup Events in 2012 and 2013

	2010 Report	March 13, 2013 Presentation to Budget and Finance Committee	December 2013 Report ¹	December 2013 Economic Benefit as a Percent of Original Projection in 2010
Total Economic Impact to City Businesses and Residents	\$1.372 billion	\$901.8 million	\$364.4 million	27%
Tax Revenues to the City	\$23.9 million	\$13.0 million	\$5.8 million	24%
Number of New Jobs	8,840	6,481	2,863	44%

Source: Bay Area Council Economic Institute Reports

¹The 2013 report analyzed the economic impact of the construction of phase one of the Pier 27 Cruise Terminal project, which was accelerated to serve as a venue for the America’s Cup. Because the Pier 27 Cruise Terminal project would have been constructed event if the City had not hosted the America’s Cup, although at a later date, the Budget and Legislative Analyst did not include the economic impact of the accelerated construction in the above estimates.

The City's Net General Fund Expenditures

While the City's General Fund expenditures to host the America's Cup were less than originally estimated because there were fewer spectators, the City incurred General Fund expenditures of approximately \$20.5 million. These expenditures were partially offset by revenues of \$14.5 million, resulting in net General Fund expenditures of \$6.0 million, as shown in Table 2 below.

Table 2: The City's General Fund Expenditures and Revenues to Host the America's Cup

General Fund Expenditures	
Planning, Permitting, and Environmental Review	\$9,265,036
City Department Operating Expenditures	6,147,391
Port Expenditures Reimbursed by General Fund	4,038,662
Portable restrooms and servicing	1,015,300
Total City General Fund Expenditures	\$20,466,389
Tax Revenues	5,793,484
America's Cup Organizing Committee Reimbursements	8,674,387
Total Revenues	\$14,467,871
Expenditures Less Revenues	\$5,998,518

Source: OEWD, Bay Area Council Economic Institute, City Departments

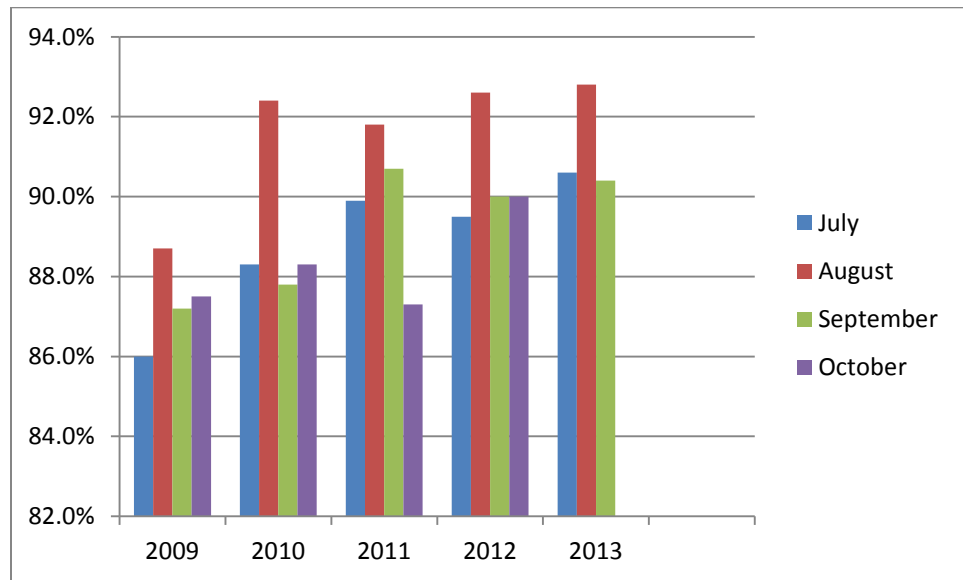
Details of the City's revenues and expenditures are shown in the attachment to this report.

Hotel Occupancy and Hotel Tax Revenues

The impact of America's Cup tourism on hotel occupancy was minimal. The City's hotel occupancy rate increased overall between 2009 and 2011 as the economy improved. Increases in hotel occupancy rates for the 2012 and 2013 America's Cup events compared to prior years were generally less than 1.0 percentage point, with a range from 0.2 percentage points to 1.1 percentage points, as shown in the chart below.³

³ Year-to-year increases in hotel occupancy rates were highest in October 2012, when the America's Cup held its second World Series (catamaran racing matches) event in San Francisco; the October 2012 hotel occupancy rate of 90.0% was 2.7 percentage points higher than the October 2011 hotel occupancy rate of 87.3%. During that same month, the San Francisco Giants played several post season games in San Francisco, including two World Series (baseball) games

Chart 1: Hotel Occupancy Rates in 2009 through 2011 Before the America’s Cup Event and During the America’s Cup Events in 2012 and 2013



Source: Controller’s Office Economic Barometer

Because San Francisco hotels generally exceeded 90 percent occupancy in 2012 and 2013, the Bay Area Council Economic Institute estimated that America’s Cup visitors displaced other visitors to San Francisco, reducing the total increased hotel tax revenues from \$3.8 million to \$2.35 million, as shown in Table 2 above.

America’s Cup Organizing Committee Reimbursements

Section 9.4 of the Host and Venue Agreement between the City and the America’s Cup Organizing Committee stated that the “Committee will endeavor to raise up to \$32 million over a three-year period from private sources” to reimburse the City for its costs to host the America’s Cup. The Host and Venue Agreement did not require the Event Authority or the America’s Cup Organizing Committee to fully reimburse the City’s costs for hosting the 34th America’s Cup.

Because America’s Cup Organizing Committee fundraising was less than the amount anticipated in the Host and Venue Agreement, the America’s Cup Organizing Committee has only reimbursed the City \$8,674,387 to date, or 42 percent of the City’s General Fund expenditures of \$20,466,389.

The Port's Expenditures for America's Cup Events

Port property served as America's Cup venues for the 2012 and 2013 event. Under the Lease Disposition Agreement between the Port and the America's Cup Event Authority, Piers 19, 23, 27, 29 and 29 ½, 30-32, and 80 served as short term America's Cup venues. The Port entered into license agreements with the Event Authority for their use of the piers at no cost to the Event Authority during America's Cup events in 2012 and 2013 with the requirement that the venues be returned to the Port no later than six months after the completion of the America's Cup events.

Port Expenditures Reimbursable by the City's General Fund

The Board of Supervisors approved a Memorandum of Understanding (MOU) between the City and the Port to reimburse the Port for lost rent from the Event Authority's free use of Port property. Under the MOU, the City's General Fund was to reimburse the Port for rent it would have earned from the previous tenants, with offsets for tenants relocated to other Port property and for increases in percentage rent paid by tenants to the Port.

Other race related Port costs, such as the costs of relocating tenants and capital improvements, would be reimbursed based on America's Cup Organizing Committee fundraising. The Port's costs that were reimbursed by the General Fund were \$4,038,662, as shown in the attachment to this report.

Unreimbursed Port Capital and Operating Expenditures

Capital Expenditures

The Port incurred an additional \$23.3 million in expenses for America's Cup improvements to Port property that were not reimbursed by the General Fund under the MOU. Of the \$23.3 million, the Port estimates that \$20.3 million has long-term benefit to the Port and \$3.0 million was for dredging, temporarily relocating shore side power, and other activities that have no long term benefit to the Port, as shown in Table 3 below.

Table 3: Port Expenditures for America’s Cup Improvements to Port Property

	No Long Term Benefit to Port	Port Fund Long Term Benefit to Port	Total
Pier 27 Cruise Terminal Projects	\$1,424,006	\$2,070,195	\$3,494,201
Piers 30-32 Study and Design	0	1,000,000	1,000,000
America's Cup Team Bases and Other Capital Improvements	1,578,320	6,642,051	8,220,371
Bay Conservation and Development Commission Requirements	0	10,574,832	10,574,832
Total	\$3,002,326	\$20,287,078	\$23,289,404

Source: Port

Operating Expenditures

The Port incurred \$2.5 million in operating costs that were not reimbursed by the General Fund, as shown in Table 4 below.

Table 4: Port Unreimbursed Operating Expenditures

	Port Expenditures for the America's Cup Events
Legal costs	1,172,651
Tenant relocation	32,378
Travel	14,516
Permits and engineering	260,720
Temporary parklets	239,199
Marketing	15,000
Economic impact study	25,000
Pier 27 maintenance and repairs	699,596
Port Expenditures	\$2,459,060

Source: Port

The Port also incurred \$2,036,043 in existing staff costs for Port activities related to the America’s Cup events, for total Port costs not reimbursed by the General Fund of \$4,495,103.

Therefore, unreimbursed Port capital and operating expenditures to host the America’s Cup, not including Port staff costs, were \$5.5 million, as shown in Table 5 below.

Table 5: Port Capital and Operating Unreimbursed Capital and Operating Expenditures Specific to America's Cup Events

Capital Expenditures (Table 3)	\$3,002,326
Operating Expenditures (Table 4)	2,459,060
Total	\$5,461,386

Source: Port

Return of America's Cup Venues to the Port

The Event Authority returned all of the venues to the Port prior to or as of the required return date in the Lease Disposition Agreement. The two Port properties still occupied by the Event Authority are:

- Pier 23 offices, which the Event Authority must vacate by March 31, 2014 under the terms of the Lease Disposition Agreement;
- Pier 80 shed, apron, and water space, which the Event Authority must vacate by March 1, 2014 under the terms of the Lease Disposition Agreement.

The Port will retain tenant improvements made by the Event Authority to the following Port properties when the Event Authority vacates the space:

- Pier 23 office space improvements;
- Pier 80 office space, restroom and plumbing improvements, and new hangar door;
- Pier 27 public access benches, for which the Port will pay one-half of the costs;
- Piers 23 and 29 storefront inserts; and
- Pier 27 temporary piles that will be used during phase two construction of the cruise terminal.

According to Port staff, the Port was entitled to retain these tenant improvements under the terms of the Lease Disposition Agreement.

Hiring of San Francisco Residents

According to the Host and Venue Agreement between the City and the Event Authority, the America's Cup Organizing Committee and the Event Authority were to participate in the City's First local hiring programs. The City and Event Authority agreed to the *Workforce Development and Local Small Business Inclusion Plan (Plan)* that defined the local hiring goals for the 34th America's Cup events. While the *Plan* acknowledged that the private contracts between the Event Authority and its contractors were not covered by the City's Administrative Code's local hiring provisions, the *Plan* incorporated provisions similar to the City's First Source Hiring and Local Hiring Policy for Construction.

Activities covered by the *Plan* included:

- Event management activities, consisting of (1) administrative and organizational work required to host the events, and (2) vendor, concession, janitorial and security, and other services;
- Permanent infrastructure improvements to Piers 30-32 to be used as team bases; and
- Event-related temporary installation work, such as setting up tents and installing bleachers.

The *Plan* was developed in December 2011 and finalized in August 2012, when the City and the Event Authority executed the final Lease Disposition Agreement for the Event Authority's use of Port property for America's Cup venues, and covered the America's Cup events in 2012 (America's Cup World Series) and 2013 (Louis Vuitton Cup Challenger Series and the America's Cup Finals).

The prevailing wage provisions of the *Plan* did not apply to America's Cup team and sponsor locations.

Goals for Local Resident Hiring

The *Plan* set local resident hiring goals for 34th America's Cup event management activities, permanent infrastructure improvements to Piers 30-32, and event-related temporary, installation work. Event Authority contractors were to make good faith efforts to hire San Francisco residents for the following event-related work:

- Event management contracts of \$150,000 or more:
50 percent of all entry-level hires for event management activities, including catering, food and beverage concessions, transportation, janitorial and security services, portable restrooms, and other events management activities.

- Event-related temporary installation contracts of \$350,000 or more:
 - (a) 20 percent of all permanent, non-managerial or non-supervisory jobs would be San Francisco residents, of which one-half (10 percent of these jobs) would be filled by economically disadvantaged residents; and
 - (b) 50 percent of all new hires would be San Francisco residents.

The *Plan* also required that Event Authority contracts of \$400,000 or more for permanent infrastructure improvements to Piers 30-32 for use as team bases were to conform to the public works contracting provisions of Administrative Code Section 6.22. However, because the Port, rather than the Event Authority, performed necessary repairs to Piers 30-32, the Event Authority did not have permanent infrastructure improvement contracts.⁴

Monitoring Event Authority Contractors' Compliance with the *Plan*

The *Plan* required the Event Authority to include language describing outreach requirements and local hiring goals in its bid documents and contracts for events management and installation work; and required Event Authority contractors to enter into resident hiring agreements, which set the expectation that these contractors would extend as many hiring opportunities as possible to San Francisco residents.

The *Plan* provided for OEWD to monitor and enforce the local resident hiring provisions of the America's Cup event management and installation work contracts. OEWD was authorized to assess a penalty of \$5,000 per contract for failure to complete the steps to achieve the hiring goals.

According to OEWD's presentation to the March 13, 2013 Budget and Finance Committee, the Event Authority did not notify OEWD prior to the America's Cup events in 2012 nor report hiring goals for San Francisco residents in 2012. Although the OEWD presentation attributed the lack of notification to the short amount of time between the finalizing of the Lease Disposition Agreement in August 2012 and the America's Cup World Series events held in August and October 2012, the original Host and Venue Agreement between the City, the America's Cup Organizing Committee and the Event Authority and draft versions of the *Workforce Development and Local Small Business Inclusion Plan* provided for the Event Authority to "participate in the San Francisco Workforce Development System and comply with mandatory local hiring program regulations".

According to the CityBuild Director, OEWD staff increased their oversight and tracking of Event Authority contractors' local hiring efforts in anticipation of the

⁴ Work performed by the Port and its contractors were subject to the provisions of the Administrative Code.

2013 American’s Cup events. OEWD followed up with Event Authority contractors to obtain payroll records and other documents to identify the number of local hires and work hours. While OEWD was able to obtain local hire information for 2013, OEWD does not have this information for 2012.

Recruitment for America’s Cup Jobs

The *Plan* provided for the Event Authority to work closely with OEWD to identify jobs with Event Authority contractors and refer San Francisco residents for these jobs. According to OEWD staff, OEWD conducted job fairs for America’s Cup event management activities. Community based organizations recruited San Francisco residents for these job fairs and conducted additional outreach to San Francisco residents when necessary. Workers for event-related temporary installation work were recruited through the City’s Workforce Development Access Points and City Build programs⁵.

New Hires for Events Management Activities

The *Plan* set a goal that 50 percent of new entry-level positions of Event Authority contracts of \$150,000 or more for events management would be San Francisco residents. According to OEWD, San Francisco residents made up 60 percent of new entry-level positions hired by events management contractors, which exceeded the *Plan* goal, as shown in Table 6 below.

Table 6: San Francisco Residents’ Share of New Hires’ Work Hours for 2013 America’s Cup Event Management Contracts

Event Management and Staging	Number of New Hires			New Hire Work Hours		
	Total	San Francisco Residents	Percent	Total	San Francisco Residents	Percent
Food and Beverage	401	210	52%	53,245	28,319	53%
Retail	176	126	72%	28,739	19,203	67%
Security	60	26	43%	12,619	5,115	41%
Janitorial	42	38	90%	2,757	2,549	92%
Entertainment	22	19	86%	3,963	3,468	88%
Total	701	419	60%	101,323	58,654	58%

Source: OEWD

In 2013, 43 percent of total work hours for America’s Cup event management activities were filled by San Francisco residents, as shown in the table below.

⁵ Access Points are training and referral centers, funded by federal Workforce Investment Act and other funds; and CityBuild is a City-funded program that provides pre-apprenticeship training in building trades.

Table 7: San Francisco Residents' Share of All Work Hours for 2013 America's Cup Event Management Activities⁶

Event Management and Staging	2013 Work Hours		
	Total	San Francisco Residents	Percent
Food and Beverage	86,578	28,319	33%
Retail	28,739	19,203	67%
Security	15,623	5,115	33%
Janitorial	3,963	3,468	88%
Entertainment	2,776	2,549	92%
Total	137,679	58,654	43%

Source: OEWD

According to OEWD, employees of America's Cup events management contractors earned an average hourly wage of \$12.21. Average hourly wage rates by type of vendor are shown below.

Table 8: Average Hourly Wage Rates of 2013 America's Cup Event Management and Staging Vendors

Event Management and Staging	Average Hourly Wage	San Francisco 2013 Minimum Wage	Over Minimum Wage
Food and Beverage	\$14.37	\$10.55	\$3.82
Retail	\$11.18	\$10.55	\$0.63
Security	\$11.90	\$10.55	\$1.35
Janitorial	\$13.00	\$10.55	\$2.45
Entertainment	\$10.62	\$10.55	\$0.07
Average	\$12.21	\$10.55	\$1.66

Source: OEWD

New Hires for Event Related Temporary Installation Work

The Event Authority hired contractors to assemble tents, install event seating and graphics, construct temporary walls and structures, and assemble event stages and bleachers. These contractors hired carpenters, laborers, and stagehands to perform this work. Data on hiring was reported to OEWD by the contractors from payroll records.

The *Plan* set a goal that for installation contracts of \$350,000 or more 20 percent of permanent, non-managerial or non-supervisory jobs would be filled by San

⁶ The *Plan* set a local hire goal that 50 percent of new hires for event management contracts, but did not set a goal for work hours.

Francisco residents, of which one-half (10 percent of these jobs) would be filled by economically disadvantaged San Francisco residents; and 50 percent of all new hires would be San Francisco residents.

Table 9: San Francisco Residents' Share of 2013 Installation Jobs Hours

Trade	Number of Workers			Number of New Hires		
	Total	San Francisco Residents	Percent	Total	San Francisco Residents	Percent
Carpenter	53	16	30%	28	9	32%
Laborer	40	4	10%	0	0	n/a
Stagehand	237	78	33%	224	78	35%
Total	330	98	30%	252	87	35%

Source: OEWD

35 percent of the new hires by Event Authority installation contractors were San Francisco residents, which was less than the goal of 50 percent.⁷ According to the CityBuild Director, Event Authority installation contractors did not meet the *Plan* goals for new hires because of union hiring rules and because many of the Event Authority contractors were not local.⁸ For example, the contractors that employed laborers were generally not Bay Area contractors, and therefore, only 10 percent of laborers were San Francisco residents, as shown in the table above.

According to OEWD data, 28 percent of all installation contract hours were San Francisco residents, as shown in Table 10 below.

Table 10: San Francisco Residents' Share of 2013 Installation Hours

Trade	Total Work Hours		
	Total	San Francisco Residents	Percent
Carpenter	7,556	1,436	19%
Laborer ⁹	1,544	45	3%
Stagehand	15,193	5,373	35%
Total	24,293	6,854	28%

Source: OEWD

⁷ While 30 percent of the total installation workers were San Francisco residents, these workers were not all permanent employees of the contractors, and therefore, the *Plan* goal that 20 percent of permanent non-management, non-supervisor installation workers would be San Francisco residents did not apply.

⁸ As noted below, the *Plan* did not set local small business participation goals for event-related temporary installation work.

⁹ According to OEWD, only 3 percent of laborer hours were San Francisco residents because the contractors hiring the laborers were not local businesses.

Economically Disadvantaged San Francisco Residents

The *Plan* set a goal that 10 percent of installation contract jobs go to economically disadvantaged San Francisco residents. “Economically disadvantaged” was defined as (1) homeless or formerly homeless; (2) annual income that is not greater than 50 percent of the area median income; (3) meet the definition in Administrative Code Chapter 83¹⁰; or (4) have been unable to secure employment in his or her trade for more than 20 working days during the preceding six months.

OEWD helped to recruit workers for America’s Cup projects through outreach to unions and through the City Build, Neighborhood Access Points, and the One Stop Career Link databases. These outreach efforts did not specifically target economically disadvantaged San Franciscans, although OEWD recruits for City Build in low-income neighborhoods.

While participants referred through OEWD are generally economically disadvantaged, employers who hire San Francisco residents through OEWD referrals or other sources do not track economic status by individual worker. OEWD collects data on local hires by residential zip code and therefore does not have data that conforms to the definition of “economically disadvantaged” in the *Plan*.

OEWD obtained zip code data for Event Authority installation contracts from the CityBuild data base. Of 432 San Franciscans who worked on America’s Cup projects in 2013 and for whom zip code data was available, 217 or approximately 50 percent lived in zip codes in which the median household income was less than the citywide median income, as shown in Table 11 below.

¹⁰ According to Administrative Code Chapter 83, "economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A. 2801 et seq.), as determined by the San Francisco Private Industry Council, or any successor agency; or (2) designated "economically disadvantaged" by the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance, including unemployment benefits.

Table 11: Percent of San Francisco Residents in Zip Codes with Household Income below the Citywide Median Household Income

Zip Code	Number of Workers Hired for America's Cup Projects ¹¹	Median Income	Percent
94102	28	22,252	6%
94108	10	33,979	2%
94130	7	36,553	2%
94103	33	44,145	8%
94124	57	46,692	13%
94133	19	46,841	4%
94109	46	58,915	11%
94134	17	59,690	4%
Subtotal	217		50%
Citywide		61,400	
94158	1	64,594	0%
94132	23	67,493	5%
94121	13	72,371	3%
94112	21	72,396	5%
94115	17	73,797	4%
94122	18	77,889	4%
94110	24	79,516	6%
94118	17	81,545	4%
94116	12	82,648	3%
94117	14	91,303	3%
94111	3	93,393	1%
94131	7	94,770	2%
94123	5	107,226	1%
94114	14	115,734	3%
94107	20	117,556	5%
94127	6	128,079	1%
Subtotal	215		50%
Total	432		100%

Source: U.S. Census Bureau American Community Survey, 2008-2012; OEWD

Prevailing Wage Requirements

Because the Event Authority's contracts for events management and installation work were private contracts, the Administrative Code's prevailing wage provisions did not apply.¹² According to the *Plan*, the Event Authority agreed to comply with

¹¹ OEWD reported 517 San Francisco residents who worked on America's Cup projects, for whom 85 either did not have zip code data or the U.S. Census Bureau did not track median income.

¹² Administrative Code Section 6.22 (E) requires City construction contractors and subcontractors to pay prevailing wage; and Administrative Code Chapter 21 requires City contractors for janitorial, security, moving services, theatrical workers, and certain other services to pay prevailing wage.

the City's prevailing wage provisions for permanent infrastructure improvements to Piers 30-32 and temporary event-related installation work.

According to the Office of Labor Standards Enforcement (OLSE) Manager's presentation to the March 13, 2013 Budget and Finance Committee meeting, eight Event Authority contractors had failed to pay prevailing wages for event-related work in 2012. In response, the Event Authority's Chief Executive Officer (CEO) stated that the Event Authority agreed voluntarily to include prevailing wage requirements in the *Plan* because they were being reimbursed by the City for permanent infrastructure improvements to Piers 30-32; although the Event Authority did not perform reimbursable permanent infrastructure improvements to piers 30-32, the CEO stated that the Event Authority would maintain the "spirit" of the agreement voluntarily.

However, while the *Plan* specifically stated that the Event Authority's agreement to comply with prevailing wage requirements for permanent infrastructure improvements to Piers 30-32 was based on reimbursements by the City, the *Plan* also required compliance with the City's prevailing wage requirements for temporary event-related installation work as part of the leases for America's Cup venues.

The Office of Labor Standards Enforcement (OLSE) conducted audits of several Event Authority contractors, based on complaints from the Carpenters Local Union No. 22 and Pile Drivers Local No. 34. As shown in the table below, OLSE assessed nine contractors and subcontractors \$406,566 in back wages for not complying with the City's prevailing wage requirements.

Table 12: OLSE Assessments for Prevailing Wage Violations

Name of Contractor	Wages and Apprenticeship Training
T&B Equipment	\$98,299
Elchik Builders	8,160
Labor Ready	32,874
Shaffer Sports	134,037
Aggreko	68,969
Kleege Industries	20,969
Made in the Shade	13,796
Michael Hensley Party Rentals	27,040
Buestad Construction	2,420
Total	\$406,566

Source: OLSE

According to the OLSE Manager, the City has received \$406,566 from the Event Authority. The Controller's Office has disbursed back wages to 74 of the 120 employees owed back wages, and OLSE is attempting to locate and pay the remaining employees.

Event Authority Contracts with Local Small Businesses

The *Workforce Development and Local Small Business Inclusion Plan* set local small business participation goals of 30 percent for Event Authority contracts of \$150,000 or more for event management activities.¹³ The *Plan* provided for the Event Authority to work with the City's Human Rights Commission and Office of Small Business to conduct outreach to meet the small business inclusion goals.

The Event Authority set up a website in 2011 through the San Francisco Chamber of Commerce, called Business Connect, to recruit local businesses to provide services to the America's Cup events. Requests for proposals for America's Cup services were posted on the website in the fall of 2012 through the spring of 2013. According to OEWD, 2,883 businesses registered on Business Connect prior to the 2013 America's Cup events.

OEWD, the Office of Small Business, and the Event Authority jointly conducted community meetings to City businesses and residents in 2011 and 2012 on ways to participate in America's Cup events. According to OEWD staff, OEWD worked with the City's Office of Contract Administration to ensure local business participation in Event Authority contracts, especially local disadvantaged business participation (Local Business Enterprise or LBE).

According to the Office of Contract Administration's Contract Monitoring Division's presentation to the March 13, 2013 Budget and Finance Committee meeting, the Contract Monitoring Division did not set up a mechanism to track small businesses' inclusion in Event Authority contracts. Although the *Plan* required the Event Authority contracts to incorporate the proposed utilization of small businesses into the contracts, the *Plan* did not create a mechanism to track small business participation. While City contractors must regularly report local disadvantaged business participation (Local Business Enterprise or LBE) to the Contract Monitoring Division, no similar requirement existed for the private Event Authority contracts.

After the conclusion of the America's Cup events in the fall of 2013, the Contract Monitoring Division and the Office of Small Business began to identify small business inclusion in the Event Authority contracts. According to the Contract Monitoring Division, of the 328 Event Authority contracts, six contractors were certified Local Business Enterprises by the City. The Office of Small Business is currently verifying the number of local small San Francisco businesses that contracted with the Event Authority. Because these were private contracts, the Contract Monitoring Division was not able to identify the amount of these contracts.

¹³ The *Plan* set local small business participation goals for permanent infrastructure improvement contracts, but as noted above, the Event Authority did not conduct infrastructure improvement work or have contracts for this work. The *Plan* did not set local small business participation goals for event-related temporary installation work contracts.

Conclusion

Under the Host and Venue Agreement, the Event Authority had exclusive and non-exclusive use of City property for the 2012 and 2013 America's Cup events at no cost to the Event Authority with the expectation that fundraising by the America's Cup Organizing Committee would reimburse the City for a portion of the City's costs to host the America's Cup. Because both the America's Cup Organizing Committee's fundraising and tax revenues generated by the America's Cup events fell short of the original projections, the City's General Fund incurred net costs of \$6.0 million and the Port incurred net costs of \$5.5 million, totaling \$11.5 million.

As a result of these net costs to the City of \$11.5 million, any agreement between the City and the Event Authority to host a future America's Cup should require payment to the City for use of City property and for City services, other than services routinely provided by the City.

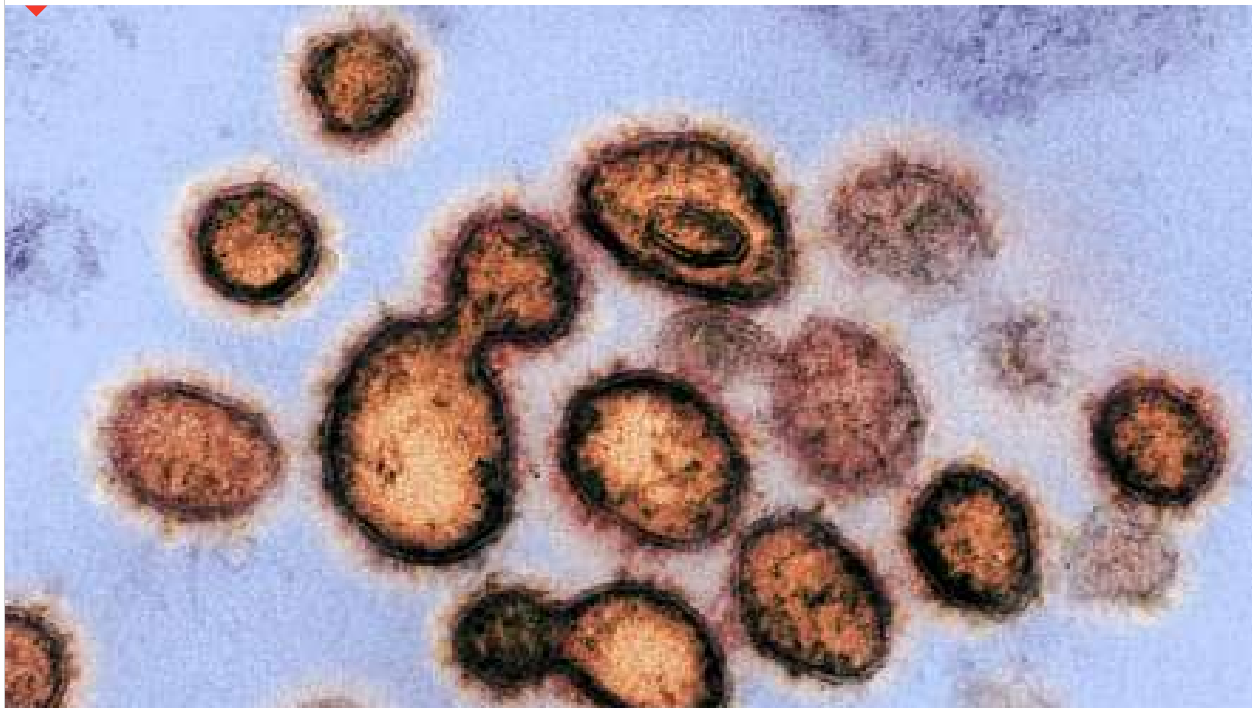
The City considered that the hiring of local residents and contracts with local small businesses were benefits of the 34th America's Cup. However, while the Event Authority worked with OEWD to recruit San Francisco residents for Event Authority contracts in 2013, the Event Authority did not notify or work with OEWD to recruit San Francisco residents for Event Authority contracts in 2012, as provided by the *Workforce Development and Small Business Inclusion Plan*. Neither the Event Authority nor OEWD sufficiently tracked small business participation in Event Authority contracts.

Any agreement between the City and the Event Authority to host a future America's Cup should ensure that the Event Authority and its contractors understand and comply with local hire and prevailing wage requirements for all events covered by the agreement. The City needs to better monitor local hire requirements, and to track inclusion of local small businesses in event contracts.

Table: The City's General Fund Expenditures and Revenues to Host the America's Cup

General Fund Expenditures	
<i>Planning, Permitting and Environmental Review</i>	
Environmental Impact Report	\$4,473,470
America's Cup Event Authority	482,296
U.S. Geologic Survey	150,000
Planning Department staff	184,599
Memorandum of Understanding with Association of Bay Area Governments	183,875
Presidio Trust	36,427
Bay Conservation and Development Commission	447,650
U.S. Army Corps of Engineers	131,419
National Park Service permit	3,175,300
Planning, Permitting, and Environmental Review Subtotal	9,265,036
<i>City Department's Operating Expenditures</i>	
Office of Economic and Workforce Development	845,822
Municipal Transportation Agency	1,639,587
Fire	403,383
Police	484,975
Emergency Management	16,805
Public Works	16,109
Recreation and Park	162,000
City Attorney	662,909
Event Insurance	842,386
Owner's Delay Insurance	1,047,988
Travel, supplies, other	25,427
City Department Operating Expenditures Subtotal	6,147,391
<i>Port Expenditures Reimbursed by General Fund</i>	
Lost rent MOU payments	1,992,162
Tenant relocation costs	95,092
Real estate analysis	273,960
Parking removal	77,448
Pier 29 substructure and end wall	1,600,000
Port Expenditures Reimbursed by General Fund Subtotal	4,038,662
Portable restrooms and servicing	1,015,300
City General Fund Expenditures Total	\$20,466,389
General Fund Revenues	
<i>Tax Revenues</i>	
Hotel Tax	\$2,352,366
Payroll Tax	1,273,760
Retail	1,163,864
Parking	1,003,494
Tax Revenues Subtotal	5,793,484
<i>America's Cup Organizing Committee</i>	
Reimbursements to City	8,622,432
Payment to Bicycle Coalition for Bicycle Parking	51,955
America's Cup Organizing Committee Reimbursements Subtotal	8,674,387
City General Fund Revenues Total	\$14,467,871
Expenditures Less Revenues	\$5,998,518

Source: Office of Economic and Workforce Development, Bay Area Council Economic Institute, City Departments



Coronavirus mutation has taken over. Scientists don't know why.

9:05 AM **Gilead's price for coronavirus drug draws outrage**

9:10 AM **Nearly 1 in 3 San Quentin inmates now has coronavirus**

Newsom orders 2 Bay Area counties, 5 others, to close bars

SoCal restaurant closes over customers' refusal to wear masks

SFGATE <https://www.sfgate.com/sports/article/America-s-Cup-cost-to-S-F-more-than-doubles-5222510.php>

America's Cup cost to S.F. more than doubles

Expenses for port added in new budget analysis / Preliminary report didn't include expenses for port

By **John Coté** Updated 2:01 am PST, Tuesday, February 11, 2014

Recommended Video:

(02-10) 21:14 PST SAN FRANCISCO -- San Francisco's red ink from the 34th America's Cup doubled Monday, with updated figures showing the city lost \$11.5 million hosting the event.

Preliminary figures released in December showed the regatta had cost taxpayers at least \$5.5 million, but that number did not include expenses for the Port of San Francisco, a city department with its own budget funded by rent revenue from its property, not taxes.

The Cup and two related exhibition matches in 2012 had a net cost to the port of \$5.5 million, and their cost to the general fund, the city's main spending account, was revised upward to \$6 million, according to a new report by the **Board of Supervisors** budget and legislative analyst. That meant the event cost the city a total of \$11.5 million.

The latest analysis, requested by Supervisor **John Avalos**, a critic of the regatta, also presented a mixed picture on the economic benefits for San Franciscans, finding that officials failed to track local hiring and the inclusion of small businesses during the 2012 events. During the 2013 competitions, however, more than half of the 953 people hired under contracts with race organizers were San Franciscans.

The new findings come as Mayor **Ed Lee**'s administration has reached an impasse in negotiations with software billionaire **Larry Ellison**'s Oracle Team USA sailing club about hosting the next Cup in 2017.

5 race sites on table

In total, the city spent \$20.5 million out of its general fund. That was reduced by the \$8.7 million from Buell's committee and \$5.8 million in new tax revenue from the events.

In the negotiations to hold the Cup in San Francisco a second time, the Oracle team has objected to paying rent for venue space that was provided for free last time and being compelled to pay union rates for labor, people involved in the negotiations said.

The new report from Budget and Legislative Analyst **Harvey Rose's** office, though, specifically calls for the city to charge rent and to ensure the event authority complies "with local hire and prevailing wage requirements for all events covered by the agreement."

"The mayor is looking to come to an agreement with the event authority that is rooted in lessons learned from these past few years," said Lee's spokeswoman, **Christine Falvey**. "That means a tighter race schedule, more teams, a significant economic impact to San Francisco and an agreement that protects the city's bottom line."

Coutts and others point to the economic benefits, saying the regatta creates thousands of jobs, brings business to local companies and showcases the host city on TV to viewers around the world.

The report found that 517 San Francisco residents were employed in 2013 through contracts with race organizers, known as the America's **Cup Event Authority**.

Hiring goals, union rates

The event authority met the goal of having 50 percent of the new hires on its contracts be San Francisco residents in 2013, but not in the area of temporary installation work, where only 87 of the 252 people hired to set up grandstands and other structures were from the city, the report found. No information was available for two preliminary races in 2012.

The issue became a political flash point for the Local 22 Carpenters Union, which picketed for weeks outside City Hall and race organizers' offices.

The event authority also failed to pay union-level wages as it had agreed to do, a city audit showed, and was assessed more than \$400,000 in back wages. The city also is still trying to verify the number of local small businesses that got some of the 328 event authority contracts. So far, it has found six with a special certification from the city verifying their status as small businesses, according to the report, but there may be more.

That wasn't good enough, said Avalos, the progressive supervisor who commissioned the report.

"Harvey's report shows that the event authority and the Lee administration are really committed to the 'trickle' in 'trickle-down economics,'" Avalos said. "Given the cost to the city and failure on commitments to small businesses and local workers, I'd say it wasn't worth it."

John Coté is a San Francisco Chronicle staff writer. E-mail: jcote@sfchronicle.com

IMAGE 1 OF 48

Spectators watch one of the final races of the America's Cup in September. The regatta was won by Oracle Team USA, which is now in the process of choosing the site of the next Cup.

Russell Coutts, the CEO of Ellison's sailing team, recently said the organization is looking at five U.S. locations as possible host sites, including San Francisco, San Diego and Hawaii. The winning race syndicate gets to determine the location and boat type for the next Cup, and Ellison's team, sponsored by San Francisco's **Golden Gate Yacht Club**, has won back-to-back contests.

Hosting sailing's oldest competition, though, did not turn into the financial windfall that organizers and city officials had hoped for. Buffeted by the global economic crisis, few teams were willing to spend the \$100 million or more needed to field a competitive team in new, 72-foot, high-tech catamarans used last year.

Projections in 2010 that the races would create \$1.4 billion in economic impact for San Francisco fell well short. Instead the figure was \$364 million, according to a wrap-up economic impact study by the **Bay Area Council Economic Institute** released in December. That figure rises to more than \$550 million if the long-planned construction of a new cruise ship terminal, which the regatta served as a catalyst to finally get built, is factored in. This new report does not include the impact of the cruise ship terminal because it assumes that it would have been built anyway.

The \$1.4 billion figure was based on 15 teams competing, but only four did.

Fundraising also came up short. A committee of civic leaders led by **Recreation and Park Commission** President **Mark Buell** sought to raise up to \$32 million to cover city costs but ended up with only \$12 million. About \$8.7 million went to city coffers, according to the latest report. The rest went to cover other obligations under the hosting agreement or was paid elsewhere at the city's direction, including to benefit a nonprofit youth sailing center on Treasure Island for public school children, said **Kyri McClellan**, CEO of the committee.

Venue rent debated



MISSION

TRouble ▾

HOUSING

EATS

GUIDE ▾

ABOUT ▾

SUPPORT US

BUSINESSES ▾

How San Francisco flushes away scores of millions of dollars on a stinker of a toilet contract

By Joe Eskenazi | Feb 4, 2019 | Featured, Front Page, Mobile, Newsletter, Today's Mission, Topics | 6



Like this. But municipal policy.

Outside the massive, multi-paneled window, swans serenely glided by on the pond. It was cold out there; it's *always* scarf weather in France





will get version of San Francisco. The job because people cleverly march visiting delegations through simulacrums of their home cities, graced with JCDecaux street furniture and locally relevant ads — *Giants! Niners! Rice-a-Roni!*

And, after the wine was drained and the San Franciscans disembarked, the faux San Francisco could be reset for whomever was coming next — officials from Montreal, Los Angeles, Zanzibar, wherever.

One thing that was missing from the ersatz version of San Francisco on display in the French countryside, however, was the filth and dysfunction. Filth and dysfunction that, in fact, San Francisco and JCDecaux combined to actually worsen.



Prior to Pit Stop monitors, San Francisco Public Works lore was replete with tales of the misbegotten JCDecaux toilets. These include drug-use and trysting; a man setting up a mattress and living in one; and another man doing much the same and charging people to go in.

**18 Reasons:
Teen Takeover:
Gyoza**

June 29 @ 5:30 pm
- 6:30 pm

**18 Reasons:
Short and
Sweet: Gyoza**

June 29 @ 7:30 pm
- 8:30 pm

**Gray Area
Grand Theater:
Abolish Silicon
Valley – A
Conversation**

**With Author
Wendy Liu**

July 1 @ 5:00 pm -
8:00 pm

**18 Reasons:
NOLA
Weeknight
Dinner**

July 1 @ 5:30 pm -
7:30 pm

[View More...](#)

La Fenix at 1950 is now leasing brand new units!  
115 apartments at 1950 Mission St available for lease through DAHLIA San Francisco Housing Portal: 32 Studios, 24 1BR, 50 2BR, 9 3BR. Income and other restrictions apply. Section 8 welcome. Several preferences apply. **Application and more info at housing.sfgov.org. Application deadline is July 28, 2020 at 5PM.** For assistance, contact a housing counseling agency: housing.sfgov.org/housing-counselors.





... supply self-cleaning public toilets in San Francisco and recoup its costs via ad dollars. During his first run for mayor, Willie Brown slammed this contract as a “giveaway.” But, under Mayor Brown in 1998, the contract was expanded and locked in place for decades; JCDecaux eventually installed 25 toilets — at a cost of around \$250,000 apiece — and some 114 ad kiosks around the city. (Perhaps coincidentally, Mayor Brown in 1996 was decadently treated to a helicopter ride to the JCDecaux farmhouse while the rest of his contingent took a half-hour bus ride; it’s uncertain whether he wandered through the San Francisco mock-up or merely observed it from above).

This has, quantifiably, been a bad deal for San Francisco — arguably one of the worst deals this city ever struck. The “self-cleaning” toilets weren’t — unless coating mounds of human filth and drug detritus in a layer of detergent counts as “clean.” As such, the commodes were appalling when in service and, often, were out of service. What’s more, when in-service, they were often commandeered by drug users, criminals, or sex workers. Public Works employees tell your humble narrator about people living in the toilets, dying in the toilets, and one entrepreneurial man who, *Game of Thrones*-style, fended off all challengers, took over a JCDecaux toilet for himself — then turned around and charged entry fees to anyone who needed to use it.

Business Members

A Twitter list by @MLNo

Our premium subscribers



San Francisco
@sfcasa

“I had to explain to Wen that her guardianship was going to be given to her foster parents and that her parents were relinquishing parental rights. I told her that this was a reflection of the greatest kind of love and she told me that this was a sacrifice for her parents.”





Between 1997 and 2017, JCDecaux amassed \$125,012,771 in ad revenue in San Francisco. And, of that, it gave \$7,296,548 to the city. That's a 5.8 percent cut. And that's all that's called for. JCDecaux's contract with the city, which expired in 2016 and has been renewed in short increments since, establishes a ceiling of 7 percent revenue sharing. So, in 2017, JCDecaux banked \$10.55 million and gave 7 percent of that to the city — \$738,539.

To put that number in perspective, the city spends around \$1.19 million a year on toilet paper. The Pit Stop program, which places monitors to clean and keep an eye on the otherwise unusable JCDecaux toilets (and others) runs \$3.1 million a year.

To put it in even more perspective, the outdoor advertising deal the city signed with Clear Channel for Muni shelters requires the company to fork over *55 percent* of its ad revenue. The ad deal the city ratified with Titan Outdoor for Muni vehicles requires that company to fork over *65 percent*.

This city can drive a pretty hard bargain, if it wants to. To wit, if someone can't relieve himself in a busted JCDecaux toilet and, instead, defouls a Muni shelter — where Clear Channel has that advertising deal with the city — the private company deploys a unionized cleaner. This runs Clear Channel \$3 million a year — four times





year in tickets on vehicle double-parked while bus shelters are being tied up.

Just in case you were wondering, 55 percent of \$125,012,771 is \$68.8 million. Sixty-five percent is \$81.3 million. San Francisco's deal with JCDecaux has, again, netted \$7.3 million.

“There is no question that JCDecaux took the city of San Francisco on a long walk off a short pier,” says Supervisor Aaron Peskin, who has delayed finalizing JCDecaux's next contract “three or four times,” by his own count due to concerns with the current one. “The bottom line is, there is no city in America, or the world, that got such a bad deal as we did with JCDecaux 20 years ago.”

And yet, we're coming back for more. *Only* JCDecaux opted to bid on the city's present toilets and kiosks contract.

After 20 years of de minimis payment on a toilet contract that, plainly, failed to provide sanitary, working toilets — how could this be? How could nobody see fit to challenge JCDecaux?

Well, perhaps the answer is in the fine print. The terms shared with would-be JCDecaux successors in December 2015 gave them a grand total of 120 days to permit and install dozens of free-standing outdoor toilets — an absurdly short turnaround, during which the city couldn't be expected to even process the paperwork.





extended to a year — but at the same time, the importance placed upon how much money the contractor would give the city was slashed from 65 percent of the judgment criteria to only 20 percent.

“Oral interview,” meanwhile, was shifted from 5 percent to a whopping 40 percent of the judgment criteria.

If a competitor hoped to unseat JCDecaux, the most natural way to do so would be to offer more generous financial terms to the city. And yet, for some reason, any company that wanted to pay San Francisco more — perhaps much, much more — was suddenly largely neutralized, to the benefit of the incumbent: JCDecaux.

And the city officials who made this intriguing decision simultaneously ramped up the importance of the “oral interview” — with them, presumably — by a factor of eight.

Would-be competitors took the apparent hint. None of them bid. So here we are.

Pas mal, pas mal.





The toilet of the future? Image courtesy of San Francisco Public Works.

San Francisco Public Works would not disclose the terms of the inchoate contract with JCDecaux, which may come before the Board of Supervisors next month or, more likely, in April. We're told it's "far more favorable" to the city.

Well, thank God.

In a very San Franciscan touch, far more attention has been paid to the aesthetics of the next generation of JCDecaux toilets than their functionality or two decades of wretched, farcical performance that left San Francisco's neediest ill-served (but served an outdoor advertising company handsomely).

Fine. They look like spaceships. Or a space suppository. They look expensive.

The question now isn't whether the next contract is decent. It's whether it will retroactively remunerate this city. "My issue," says Peskin, "is how much are they willing to pay for their past sins?"



are not.

It remains to be seen if one more JCDecaux product will be clogged up here in San Francisco.

Base Year	Sec. 1.10.A. Base Pmt		Ad Rev Year	Ad Revenue	Δ	% to City	Sec. 1.25 Add'l Pmts		Total Payment to DPW	DPW paid PORT	JCD Paid Art Comm	Small Cell Rental Fees
	Base Pmt to City (1)	CPI Index Used					Add'l Pmt to City (2)					
1997	25,000	1.00							25,000			
1998	27,250	1.03							27,250			
1999	35,000		1998	3,139,000		2%	62,780		97,780			
2000	35,000		1999	3,374,425	8%	2%	67,489		102,489			
2001	27,250	1.09	2000	3,627,507	8%	2%	72,550		99,800			
2002	28,750	1.15	2001	3,901,671	8%	2%	78,033		106,783			
2003	29,172	1.17	2002	4,669,400	20%	2%	93,388		122,560			
2004	31,003	1.24	2003	5,123,076	10%	2%	102,462		133,464		3,720	
2005	31,781	1.27	2004	5,251,846	3%	2%	105,037		136,818		3,814	
2006	32,868	1.31	2005	5,708,538	9%	7%	399,598		432,466		3,944	
2007	33,452	1.34	2006	6,429,303	13%	7%	450,051		483,504		4,014	
2008	34,577	1.38	2007	6,629,027	3%	7%	464,032		498,609		4,149	
2009	35,884	1.44	2008	7,419,988	12%	7%	519,399		555,284		4,306	
2010	35,968	1.44	2009	6,867,285	-7%	7%	480,710		516,678		4,316	
2011	36,397	1.46	2010	7,597,937	11%	7%	531,856		568,253		4,368	
2012	37,368	1.49	2011	8,090,949	6%	7%	566,366		603,735		4,524	
2013	38,431	1.54	2012	8,786,355	9%	7%	615,045		653,476		4,612	
2014	39,538	1.58	2013	10,168,052	16%	7%	711,764		751,301	375,757	4,745	
2015	40,202	1.61	2014	8,063,112	-21%	7%	564,418		604,620	32,652	4,824	
2016	39,959	1.60	2015	9,614,749	19%	7%	673,032		712,991	41,247	4,795	\$ 20,000
2017	40,000	1.60	2016	10,550,550	10%	7%	738,539		778,539	45,039		
Total	714,851		Total	125,012,771			7,296,548		8,011,399	494,696	56,131.12	20,000.00



Subscribe to Mission Local's daily newsletter

Email Address

SUBSCRIBE





buy a suit at last day Siegfried's sale 'h to c'la ndrom it quickly v on

About The Author

Joe Eskenazi

getbackjoejoe@gmail.com



6 Comments



NightFogHorn on February 4, 2019 at 9:21 am

I'm so confused. I thought we were supposed to be championing the interests of drug users, prostitutes and criminals? They need a safe space to conduct business just like everyone else.

REPLY



Sean Dongre on February 5, 2019 at 8:26 am

Sarcasm is the first resort of the humorless...

REPLY



Elizabeth Platt on February 4, 2019 at 9:06 pm

sigh Remember when one of the most pressing problems in downtown SF was the visual eyesore caused by....too damn many newspaper boxes! Yes, pre-Netscape San Francisco was blighted by free-standing boxes for





to deal with the ever-present, often abused, kiosks and largely empty racks of outdated newspaper boxes were what replaced the free-range clusters of newspaper boxes, racks, etc. The toilets were to provide self-cleaning facilities to everyone. Now the human paper sellers are gone (or dead); print media has shrunk, with the free, indie weeklies taking the hardest blow; the kiosks sit empty but for a few days of the year, when local artists and crafters use them for a 'maker' and 'zine fest; and the toilets are an even bigger eyesore than what they replaced. Oh, and yeah, a bad deal for the City all round—but I recall some of those indie-weekly papers' having pointed that out before the deal was finalized.

The City should dump JCDecaux and work out a way to have local nonprofits manage the toilets and keep the area clean/safe, etc. Find a way to make the Kiosks workable again, if not for the press, then like the 'maker' folks, small businesses, artists, what have you. If that's not workable, then shut the things down, and take the time needed to work out a contract with another company.

REPLY



Not A Native on February 5, 2019 at 9:36 am

Recently the City has contracted with a Bayview nonprofit to provide attendants at the bathrooms. That has greatly reduced vandalism, misuse, and and out of order incidents. My understanding is that the hired attendants are ex-felons. I think the attendants could be better trained and supervised, But on the whole they're effective. I think the new contract should provide for attendants. who will also be trained to maintain the bathrooms in working order.

REPLY



Joe Eskenazi on February 5, 2019 at 9:52 am

Hey there!



impossi... sic lo al.o /2 18: ' /san-f ancis...
ed. ... n... al. ... fo toilets/

It's a wonderful program that provides a win-win-win: The city provides toilets to those who need them; money spent up front to put excrement into toilets reduces money spent on the back end to clean it off the streets; and the attendants are given much-needed jobs.

It's also the only way these JCDecaux toilets can be salvaged.

You'd think any new contract would cover the costs of the Pit Stop program and then some.

Best,

JE

REPLY



Zach on February 6, 2019 at 6:41 pm

The city already purchases and installs freestanding toilets for Muni operators at designated terminals throughout the city. In other words, we already know how to built toilets. This is not some kind of special skill that can only be unlocked through the wisdom of JCDecaux. Has anyone looked at what it would cost for the city to just straight-up buy a bunch of toilets, which would have attendants through the Pit Stop program anyway, and say goodbye to JCDecaux and this stupid 20 year toilet lease? We're a city with an \$11 billion annual budget; we don't have to rent our toilets.

If the city wants to rake in some ad revenue on the side, they can negotiate a separate advertising contract with any outdoor ad vendor, ideally one that's lucrative for the city, rather than get ripped off trying to negotiate toilets and ads





Leave a reply

Your email address will not be published. Required fields are marked *

COMMENT

NAME *

EMAIL *

WEBSITE

POST COMMENT

Copyright 2019, Mission Local | Need to get in contact with us? Please e-mail us at info@missionlocal.com

Website Development by Web Publisher PRO





light and blazing away in the water in this place.

The San Francisco officials within, including our city's cosmopolitan, young mayor Gavin Newsom, were amply plied with food and wine courtesy of the JCDecaux people. This elegant waterfront farmhouse serves as the strategic centerpiece of the international advertising giant's headquarters in the bucolic Parisian suburb of Plaisir.

At one point, M. Decaux himself made an appearance to exchange pleasantries with Newsom. Why, yes, recalls a fellow attendee, a few choice bottles of wine suitable for just such an occasion were summoned from M. Decaux's cave. Toasts were made.

It was warm in here. It was nice in here. *Pas mal, pas mal.*



After disembarking from the bus that squired them from their elegant Paris hotel to the JCDecaux compound in Plaisir, the San Francisco

NEWS

Noticias de ultimo m

Subscri

MOBILE NUMBER

(201) 555



What To Do



Manny's: SF Nightlife Townhall with Senator Scott Wiener Hosted by CMAC, SF Bar Owner Alliance



living, working, or retiring — or a combination of all three — JCDecaux continued to collect ad dollars. It has, thus far, earned more than \$125 million in ad revenue on this deal — and shared a comically minuscule percentage of this haul with the city; subsequent public advertising contracts San Francisco has ratified with other ad companies require the payment of *nearly 10 times* the percentage of ad revenue that JCDecaux must disgorge.

And now, after all that, JCDecaux's contract stands to be renewed. Perhaps as soon as next month.

Pas mal, pas mal.



PUBLIC ADVOCATE PROGRESS REPORT



Tish James

PUBLIC ADVOCATE FOR THE CITY OF NEW YORK



January - December 2015

Message from the Public Advocate

With growing neighborhoods and vibrant communities, our City has never been more exciting or dynamic. But far too many New Yorkers continue to miss out on the progress New York City is experiencing. From individuals struggling to keep a roof over their heads, to the children and families who feel invisible in the most glittering city on the planet, the most vulnerable New Yorkers need a champion in government who never stops fighting for them.

I think about these New Yorkers every single day I serve as your Public Advocate.

This year, we further expanded the reach of the Public Advocate's Office by litigating, legislating, investigating, and advocating on some of the most pressing issues of our time. In this progress report, you will find details about our work protecting tenants, promoting criminal justice reform, standing up for children and families, and making sure that as we grow New York, none of our neighbors are left behind.

In just two years in office, we have introduced 32 bills, filed 10 lawsuits, submitted seven amicus briefs, and issued 13 policy reports, more than any Public Advocate before. Moreover, during the past year we have helped over 8,000 constituents in need who called, wrote, or visited the Public Advocate's Office. In 2015 alone, I participated in 32 town hall meetings and hosted 16 such meetings of my own where we listened to public concerns and worked to bring constituent services directly to residents. Many of the issues raised at these town hall style meetings led to broader issue campaigns that our office worked on in the form of legislation, litigation or policy reports and recommendations.

In 2016, you can look for the Public Advocate's Office to continue to grow in its breadth and depth of service as New Yorkers' watchdog.

I hope that in the coming months you will join me as a partner in this mission.

Thank you!

Contents

About Public Advocate Tish James

Page 4

Accomplishments

Page 6

Protecting Children and Families

Page 7

Protecting Tenants and Holding Landlords Accountable

Page 13

Combatting Gun Violence

Page 17

Safety and Justice for New Yorkers

Page 19

Fighting for Workers' Rights

Page 22

Standing Up for Seniors

Page 24

Transparency and Accountability in Government

Page 26

Protecting Immigrant Communities

Page 29

Supporting Veterans

Page 31

Protecting Our Environment

Page 32

Improving Transportation Safety

Page 34

Fighting for Equality

Page 35

Polishing Up Nail Salons

Page 36

Connecting with New Yorkers

Page 37

Constituent Services

Page 40

**ABOUT PUBLIC
ADVOCATE
TISH JAMES**

Tish James is the Public Advocate for the City of New York, the second highest ranking elected office in the City. As Public Advocate, she serves as a direct link between New Yorkers and their government, acting as a watchdog over City agencies, and investigating complaints about City services.

Public Advocate James made history in 2014, becoming the first woman of color to hold citywide office in New York City.

In order to fulfill the duties of her position, Public Advocate James has the authority to introduce legislation, initiate litigation, hold public hearings and access agency data relevant to residents' concerns. She serves as an ex officio member of the City Council and chairs City Council Stated meetings. Public Advocate James is also charged with appointing members to various boards and commissions such as the New York City Planning Commission. Additionally, she serves on the board of the New York City Employees' Retirement System, the largest municipal public employee retirement system in the country.

Prior to being elected Public Advocate, Tish James served as a member of the New York City Council from 2004 to 2013. As a City Council member, she fought for paid sick leave and passed the Safe Housing Act, which ensured that thousands of families in rental buildings receive prompt and full repairs to their apartments. As chair of the Council's Contracts Committee, which has oversight over City procurement, she was an early whistleblower on the CityTime scandal, a case in which contractors defrauded the City of hundreds of millions of dollars, and she held multiple hearings to bring attention to the issue and passed vital legislation to ensure such a fiasco never happens again. As Chair of the Council's Sanitation Committee, she pushed through a revolutionary recycling package that included expanding plastic recycling, a new clothing and textile recycling program, and improved public space recycling.

As Public Advocate, she is transforming the office to deliver real results and reforms for all New Yorkers. In her first two years in office, she has filed more litigation and introduced more legislation than any previous public advocate on behalf of New Yorkers.

Tish James is an attorney, and previously served as an Assistant Attorney General and a public defender. She is a graduate of CUNY's Lehman College and Howard University School of Law and attended Columbia University's School of International and Public Affairs.

ACCOMPLISHMENTS

Protecting Children and Families



Comprehensive Reform of a Broken Foster Care System

By many measures, New York City has one of the worst foster care systems in the country. Instead of delivering swift results that mean reunification or permanent placement for children in the system, New York City's foster care system allows thousands of children to languish within the system.

That is why Public Advocate James launched a comprehensive fight to reform this broken system, issuing reports, passing legislation, and filing a sweeping federal class action lawsuit. Public Advocate James' actions culminated in historic oversight of the system. In 2014, Public Advocate James issued a [report on the issues plaguing young adults](#) aging out of foster care and passed a City law requiring the City's Administration for Children's Services (ACS) to report information about youth aging out of the foster care system.

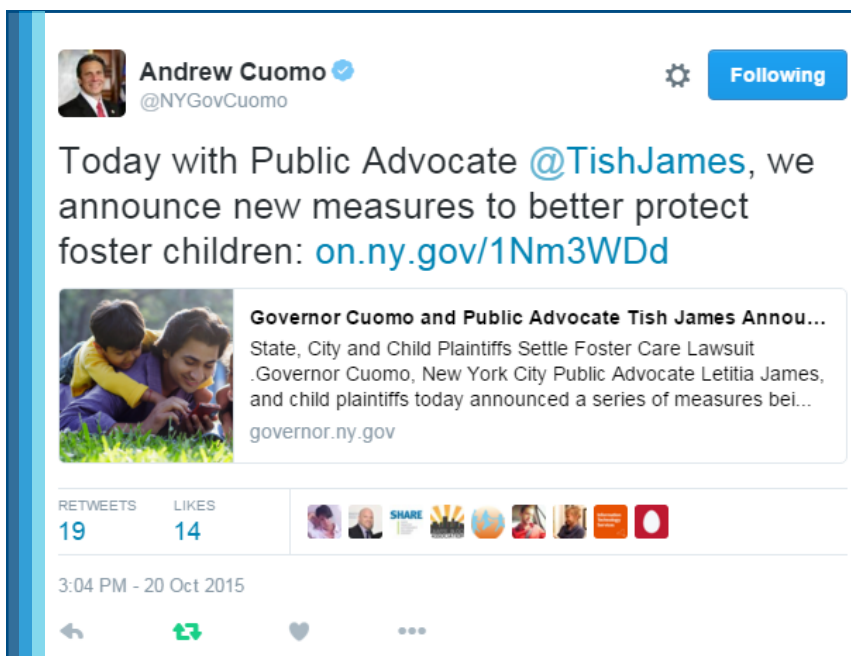
"The state agreed to a series of reforms aimed at improving the lives of thousands of kids stuck in the city's dysfunctional foster care system in a new legal settlement...The settlement follows a lawsuit that children's rights advocates and Public Advocate Letitia James filed against the city and state, alleging widespread mismanagement that leads to huge delays finding kids a home."

DAILY NEWS

October 20, 2015

In the spring of 2015, the Public Advocate's Office established a multilingual hotline to gather information from foster children and their advocates about barriers they face receiving services while in foster care. In July 2015, Public Advocate James released a second [report on the shortcomings of the foster care system](#).

And later that month, along with ten foster children, Public Advocate James filed a class action lawsuit against ACS and the New York State Office of Children and Family Services (OCFS) for causing irreparable harm to children in New York City foster care. The suit alleges that ACS and OCFS are failing to protect children from maltreatment, to provide quality services, and to ensure proper placements. In October 2015, Governor Andrew Cuomo announced that his administration would settle the state's portion of the lawsuit and reached an agreement with Public Advocate James. Thanks to the agreement, there will be an independent monitor overseeing the foster care system; a research expert to examine individual cases; and corrective measures for problems identified in the system.



Ensuring Safe Streets for Kids

"We have worked hard to create safe and welcoming schools across Lower Manhattan. Sadly, the unpatrolled streets around our school are not as safe, and have been the setting for several hit and run incidents. I thank Public Advocate James for advocating for the safety of our children and families."

Nancy Harris, Principal of Spruce Street School

Public Advocate James understands that there is nothing more important than the safety of our children. This is why she fought to make sure that school crossing guards are employed in all heavily-trafficked areas near schools. Unfortunately, too many public schools throughout our City are inadequately staffed with trained crossing guards — putting students' well-being at risk.

In the fall of 2015, Public Advocate James worked with a variety of elected officials, parents, and the union representing crossing guards to bring attention to this matter.

To illustrate the need for action, Public Advocate James and other leaders pointed to Peck Slip School (P.S. 343) and Spruce Street School (P.S. 397) where pedestrian collisions and a pedestrian death have caused anxiety among parents who are concerned about the safety of their children and others crossing high-traffic streets. In response to this strong advocacy, in 2015, New York City allocated \$1.15 million to hire 80 additional crossing guards.

Expanding Access to Childcare

The Public Advocate's Office released a [comprehensive policy report](#) revealing that, on average, a family in New York City pays \$16,250 annually for childcare, and this amount is increasing by almost \$1,612 each year. Without access to subsidized care, a family of three living at the poverty line in New York City would have to spend 58% of their total yearly income on infant care.



“The average annual cost of infant care in the city is a whopping \$16,250, according to a new report by Public Advocate Letitia James—in part because of a shortage of available seats, according to James. ‘There are too many families that cannot afford childcare for their children, and as a result they have to give up their jobs or they have to take a pay cut to take care of their children,’ she said Monday outside City Hall.”

DAILY NEWS

November 9, 2015

Public Advocate James called for expanding the New York City Child Care Tax Credit to include families making up to \$65,000 annually. Currently, the income cap is \$30,000. This will increase eligibility for 34,500 more children and ease the financial burden for nearly 50,000 working families. Additionally, Public Advocate James pushed to consolidate how childcare services are administered to expand accountability and improve results. 2015 was also the year that Public Advocate James focused attention on improving childcare at CUNY campuses. The Public Advocate's Office released a [policy report recommending that the City increase its contribution to the CUNY budget](#)

for childcare from \$500,000 to \$1.53 million to ensure that no CUNY student is forced to choose between caring for their child and receiving the education they need to improve their life.

City funding for CUNY childcare programs has remained flat at \$500,000 since 1980. In that time, there has been an increased demand for services and an increased cost to provide these services. The report recommends that the additional funding should go toward increasing the number of childcare slots, increasing pay and benefits for childcare staff, and increasing data collection, research, and outreach efforts. A 2014 survey of all CUNY campus childcare centers found that 91% of student parents said it would be “difficult” or “very difficult” to attend school without campus childcare. According to Public Advocate James’ report, students with dependent children – especially single mothers – are at higher risk of dropping out, accumulating higher debt, and are more dependent on campus childcare for success in school. Even when student-parents manage to graduate, the lack of childcare services often delays their graduation and increases the amount of debt they accrue.

Keeping Day Care Centers Open

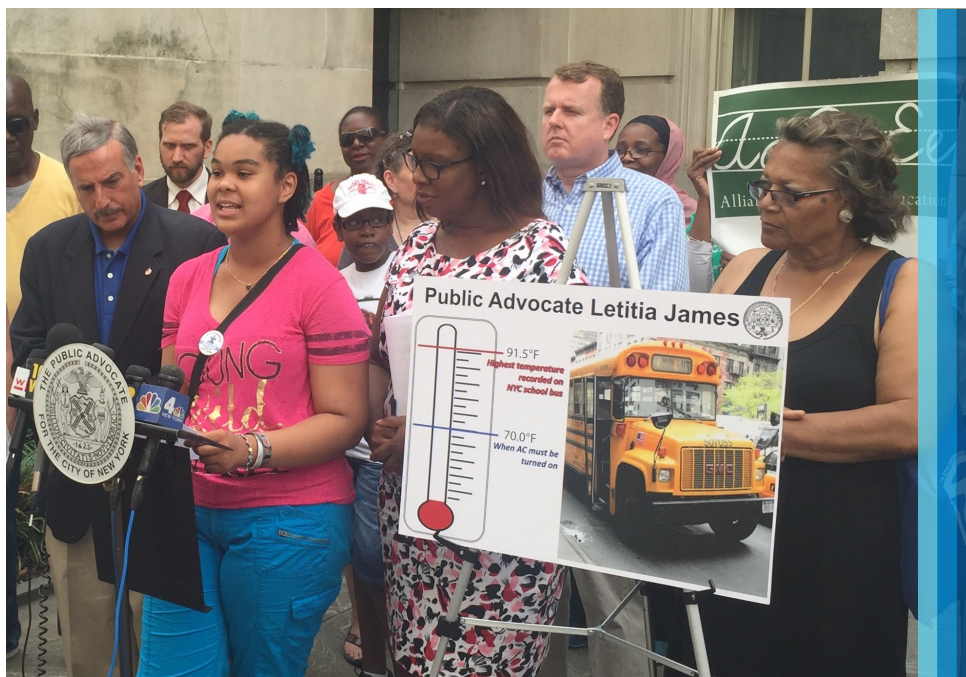
With rising rents citywide and the City’s focus on implementing Universal Pre-Kindergarten, Public Advocate James worked to restore attention to challenges confronting day care centers, particularly with respect to the threat posed by rising rents for day care providers.

Many childcare centers located in gentrifying areas that serve low-income children face greater challenges because of rising rents in their neighborhoods. The City has failed to properly plan for this problem at sites that it leases on behalf of day care providers. One such site was in Fort Greene, Brooklyn, where a center providing care for hundreds of families was set to shut down after serving the community for over 40 years. After months of standing with members of the community and negotiating with the administration, Public Advocate



James was able to renegotiate the terms of the lease and save the day care center. Later in the year, Public Advocate James’ child care policy report recommended that New York City directly negotiate long-term leases with landlords to ensure that providers have a stable space from which to operate. This direct negotiation is especially crucial in neighborhoods where gentrification can make it difficult for small centers to prevail in negotiations with landlords.

Standing Up for Children with Special Needs



Imagine a child stuck on a school bus in sweltering summer heat without any air conditioning. Now imagine that child having a disability and being non-verbal. This is exactly what was happening right here in New York City as special needs children, who attend school year-round, sat through long bus rides in extreme heat with no air-conditioning. These conditions are not

only very troubling, but also a violation of the law, which specifically calls for special needs children to be transported on air-conditioned buses when the temperature exceeds 70°F.

In August 2015, Public Advocate James filed a lawsuit against the City's Department of Education (DOE) for failing to adequately provide air conditioning on school buses transporting children with disabilities. The complaint, filed jointly with two children who attend schools for children with special needs, cites dangerous temperatures as high as 91 degrees recorded on City school buses, which were uncovered during an investigation by the Public Advocate's Office. Public Advocate James became aware of the issue in the summer of 2014 when the mother of a special needs child contacted the office because her autistic daughter had to be taken to the emergency room after being stuck on a school bus in sweltering heat without any air conditioning. Public Advocate James brought the lawsuit following her repeated but unheeded calls to DOE to address the issue.

"My son has not had a single air-conditioned bus ride this summer...It is outrageous that I have to be concerned for my child's safety on the school bus. I am grateful that Public Advocate Tish James is joining us in this fight, and hope that DOE finally decides to do the right thing."

Catherine Simone, mother of student with autism, who joined in hot bus lawsuit

Protecting Children with Disabilities

Public Advocate James took decisive action when parents of children with disabilities came to her office alleging that their children were being abused at a for-profit school called Achievement First. She and her staff met with these parents and their children and heard harrowing stories of maltreatment of students as young as five. Children were being forced to wear weighted lead vests for hours at a time, were being locked in dark, windowless rooms during timeout, and were sent to lower grade classrooms as a form of punishment. These punishments were imposed for breaking rules as harmless as not looking in the teacher's direction or fidgeting one's hands.

Public Advocate James assisted the New York Legal Assistance Group (NYLAG) in filing a class action lawsuit against Achievement First in November 2015, alleging that the school had violated the civil rights of its students. The litigation is ongoing.

Supporting Paid Family Leave

Public Advocate James is a committed proponent of paid family leave. In June 2015, the Public Advocate's Office released a major policy report detailing challenges and solutions for providing paid family leave for New Yorkers. Public Advocate James worked with the City's Independent Budget Office to develop a roadmap for New York City to take the lead and implement a paid family leave program.

On the state level, Public Advocate James has championed the Paid Family Leave Insurance Act (A.3870/S.3004), which would expand the state's Temporary Disability Insurance program to include paid family leave for New Yorkers in need of such leave. This approach is the same way California, New Jersey, and Rhode Island have implemented paid family leave.

Protecting Tenants and Holding Landlords Accountable



Protecting Tenants from Dishonest Landlords

Sandra Johnson has lived at 14 West 125th Street for nearly thirty years. She has a disability, lives on a fixed income, and shares her apartment with her four children and six grandchildren, including one wheelchair-bound adult son. Her building was sold by the City to a landlord on the condition that important repairs be made and tenants protected. Despite agreeing to those terms, the landlord failed to make the necessary repairs, causing the building to remain in a constant state of disrepair. Somehow, in spite of the landlord's clear violation of the terms of the building's sale, the City's Department of Buildings granted the landlord the permits to expand the building and make more money while tenants suffered in sub-standard conditions.

That's why Public Advocate James stepped in and sued on behalf of the tenant, Ms. Johnson. Public Advocate James was joined by MFY Legal Services in the lawsuit, which exposed the fact that the landlord wrongly claimed the building to be vacant, even as tenants like Ms. Johnson and her family lived there.

Thanks to Public Advocate James' and MFY's action, the courts issued a restraining order to stop the demolition and construction work on the building.

Fighting Discrimination against Rent-Regulated Tenants

In the summer of 2014, rent-regulated residents living in the Upper West Side's Stonehenge Village were informed by building management that they would not be permitted to use the building's new fitness facility—it was for market-rate tenants only. Public Advocate James swiftly stood with tenants to protest against these discriminatory policies and, in August 2014, she filed a brief in support of a New York City Human Rights Law challenge against the landlord. Additionally, in March 2015 Public Advocate James co-sponsored legislation in the City Council to prevent this type of unequal access to building amenities. In October 2015, the building managers succumbed to pressure and terminated the unlawful policy, a victory for Stonehenge residents and for equality.

Supporting Tenants during Rent Law Crisis

In June 2015, rent-regulated tenants watched anxiously as Albany struggled to renew expiring rent laws that allow millions to afford to live in their homes. When the deadline approached and negotiations appeared deadlocked, Public Advocate James joined an emergency meeting with key leaders and housing advocates to discuss ways to address tenants'

concerns about the expiring rent laws. Following the meeting, Public Advocate James set up an emergency hotline with extended hours of service to provide support and information to concerned tenants and to help them to understand their rights. In just a few days, hundreds of tenants were assisted by the Public Advocate's Office through the emergency hotline and other mechanisms.



Holding Landlords Accountable with the Worst Landlords Watchlist

Every New Yorker deserves to live in safety and security, and every apartment must meet basic standards of habitability. Unfortunately, unscrupulous landlords throughout New York City are failing to uphold these basic rights, creating inhumane living conditions for tenants.

That's why Public Advocate James continues to release the annual [Worst Landlords Watchlist](#).

In 2015, the Watchlist included a number of improvements, strengthening this vital tool for tenants and advocates. For the first time, the Watchlist included data on open complaints from the City's Department of Buildings and allowed tenants to track the housing court activities of their landlords.

Public Advocate James also used new tools beyond the Watchlist to combat bad landlords. She launched legal actions against a number of the worst landlords to further fight for tenants.

She introduced a number of bills in the City Council to make systemic changes to protect tenants from the City's worst landlords. In this sense, the Worst Landlords Watchlist initiative combines Public Advocate James' main approaches to the office – litigation, legislation, investigation, and advocacy – to get results for tenants.

"I applaud Public Advocate James for continuing to expand the capabilities of the [Worst Landlords] list, and working hard to ensure that New Yorkers have a resource that helps them assert their rights."

Mayor Bill de Blasio

From Worst Landlords Watchlist to Jail

After two brothers, Joel and Aaron Israel, landed on the Worst Landlords Watchlist in 2014, Public Advocate James investigated additional complaints against them including allegations of negligence in maintaining safe conditions. She referred the case to Brooklyn District Attorney Ken Thompson and worked with him to take on the two landlords in the courts.

In April 2015, Public Advocate James joined District Attorney Thompson as the two landlords were indicted on multiple counts of harassment, intimidation, and fraud. On the day of their arrest, Public Advocate James stood with tenants to detail the abuses perpetrated by the landlords including stories of workers entering apartments claiming to make repairs, only to wreak destruction on their apartments, and of one mother who had to take her children to a local McDonald's every morning to brush their teeth because they had no running water.

Preserving Housing for Tenants Facing Eviction

Earlier this year, the City's Department of Finance (DOF) imposed a new and misguided rule to terminate rental protections for the relatives of deceased elderly and disabled New Yorkers without actually notifying beneficiaries and their families of the rule change. The benefit in question, known as either a "Senior Citizens' Rent Increase Exemption" (SCRIE) or "Disability Rent Increase Exemption" (DRIE), has the effect of freezing rent for beneficiaries at the time of application.

When SCRIE/DRIE rental benefits inexplicably ended for relatives of dozens of these individuals, such as 93-year-old wheelchair bound Qiao Xiao He, whose husband recently passed away, Public Advocate James knew she needed to take action. Public Advocate James joined with Legal Services and eight senior citizens and people with disabilities to file suit in federal district court to challenge the new rule.

[A]s the rent-freeze program, which is publicly funded, expanded to include thousands of more households, the city quietly moved to purge some from the rolls, and in the process kicked out a number of poor people even though they were eligible according to a lawsuit filed Wednesday by the city's public advocate and lawyers for low-income tenants....Letitia James, the city's public advocate, said her office tried to work with the finance agency to resolve disputes with eight tenants now facing eviction. 'They say these individuals are time-barred. That's unacceptable,' Ms. James said in an interview. 'We have no other recourse but to go to court.'

The New York Times

June 2, 2015

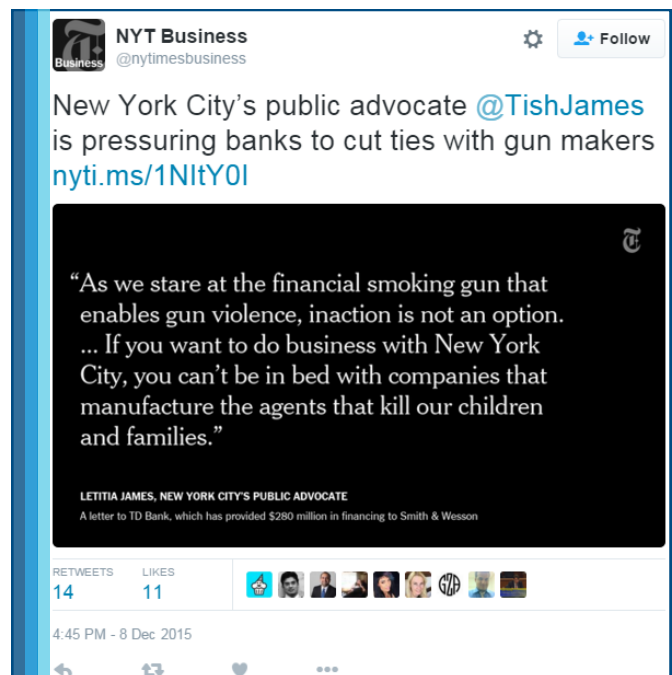
As a result of Public Advocate James' work and the efforts of advocates, DOF reversed its policy, helping countless New Yorkers remain in their homes.

Combating Gun Violence



Divesting New York City from Gun Retailers

In July 2015, Public Advocate James called for New York City to divest millions of dollars from Walmart and other gun retailers until they agree to stop selling firearms. Walmart, the most well-known of these retailers, is an aggressive promoter of gun ownership and the largest gun and ammunition retailer in the United States, selling firearms just a few aisles away from children's toys and baby food. Public Advocate James is a trustee of the New York City Employees' Retirement System, the largest of the City's pension funds, which overwhelmingly passed her resolution to begin divestment proceedings.



Challenging Banks that Fund Gun Makers

Public Advocate also took action against gun manufacturers. Smith & Wesson is one of the largest weapons manufacturers in the world, reporting over \$600 million in gun sales in 2014. Smith & Wesson firearms were used in the San Bernardino massacre, the Umpqua Community College shooting, and the Aurora movie theater shooting.

After learning that TD Bank gave a nearly \$300 million loan to Smith & Wesson and also holds millions of dollars in contracts with New York City, Public Advocate James sought to use the City's contract-

ing leverage to take on the financial institutions that help to fund gun violence in the United States. She called on TD Bank to terminate its relationship with Smith & Wesson and any other gun manufacturer, to donate any profits from such deals to organizations working to end gun violence, and to pledge to never engage with gun manufacturers again.

Public Advocate James also called on the federal Securities and Exchange Commission (SEC) to launch an investigation into whether Smith & Wesson is violating U.S. Securities Law by failing to disclose material information to its shareholders.

“Ms. James is opening a new avenue in her fight against gun sellers and makers. Earlier this month, she called on TD Bank, a big lender, to stop financing Smith & Wesson. This summer, she convinced the New York City Employee Retirement System, the city's largest pension fund, to explore divesting itself of its holdings of gun retailers like Walmart and Dick's Sporting Goods.”

The New York Times

December 14, 2015

Technology to Improve Public Safety

Gunfire tracking systems represent one of the more promising examples of how advancements in technology can be used to improve public safety and law enforcement. The technology aims to address the underreporting or delayed reporting of gun shots by notifying the NYPD of the existence and location of gunshots within less than a minute of their occurrence. In 2015, the gunfire tracking system detected over 1,600 gunshots, 74% of which were not reported to 911. Public Advocate James has been a strong supporter of gunfire tracking technology, such as the ShotSpotter system, since her time as a City Council member and, following the establishment of an NYPD pilot program earlier this year, she introduced legislation that would ensure transparency by requiring the NYPD to publish data collected from the technology on a quarterly basis.

Safety and Justice for New Yorkers



Photo credit: Beбето Matthews, AP

Advancing Reforms to Ensure Justice and Accountability

Following the failure of the grand jury to indict in the death of Eric Garner, Public Advocate James became one of the first elected officials in New York to call for a special prosecutor in cases involving the death of an unarmed civilian at the hands of police. Public Advocate James successfully made the case that a special prosecutor would avoid conflicts of interests and increase transparency and accountability in those cases. Soon after, Attorney General Eric Schneiderman stood with Public Advocate James to call for a special prosecutor. Ultimately, Public Advocate James proudly stood with Governor Andrew Cuomo as he signed an executive order in July 2015 establishing a state-wide special prosecutor.

Continuing to Fight for Transparency in the Garner Case

Throughout 2015, Public Advocate James continued to fight in court to unseal minutes from the Eric Garner grand jury case. She took the case all the way to the State's highest court on the basis that sunlight and transparency are needed to restore the public's faith in our criminal justice system. Public Advocate James argued that there is no logical reason to maintain grand jury secrecy as the video that shows the circumstances of Mr. Garner's death is public, and the identities of those involved are not hidden. Though her appeal was ultimately not granted, Public Advocate James is continuing to fight for reforms to create a criminal justice system with more fairness, transparency and accountability.

Reforming Rikers Island

For years, Rikers Island has been the site of deeply troubling and well-documented abuses. Public Advocate James has fought to reform the way the jail is run and championed protections for both inmates and correction officers. In addition, Public Advocate James has supported reforming solitary confinement, including ending the practice for juveniles.

Public Advocate James campaigned against sexual violence in our jails. Rikers Island has the highest reported rates of sexual victimization compared to jails nationwide. And although federal regulations exist to protect inmates, these regulations are virtually unenforceable in City jails. So in the summer of 2015, Public Advocate James successfully petitioned the City's Board of Correction to create enforceable rules

to crack down on sexual victimization on Rikers Island. These new rules will ensure that all inmates have the basic human protections that every person deserves. In addition to this work, Public Advocate James has been advocating for improved mental health services for inmates on Rikers Island.

“New York City’s public advocate is proposing tough new rules to crack down on sexual assaults in city jails, citing federal statistics that show two Rikers Island lockups have some of the nation’s highest rates of reported attacks by both guards and fellow inmates....New rules would require better training of investigators to verify assault complaints, restrictions on contact between older and teen inmates, background checks of jail staff for past allegations of sexual misconduct and more power to fire staffers who sexually abuse inmates.”

AP

December 14, 2015

Preventing Sexual Assault on Campus

As part of Public Advocate James' extensive work to address sexual assault, she convened a town hall meeting for advocates, students, and other interested parties to discuss how the City can help colleges and their communities to meaningfully address sexual assault. Consistent with her approach of listening to all New Yorkers, the event offered an opportunity for attendees – most of whom were college students – to discuss ideas in working groups and report their input to the rest of the event's attendees.

“The Alliance supports the Public Advocate’s efforts to end sexual assault in New York City. We are particularly delighted to see the Public Advocate’s focus on expanding resources for all survivors of sexual assault including college/university students. Sexual assault has been a hidden and unjust situation for many years that must be addressed.”

*Mary Haviland, Esq., Executive Director, NYC Alliance
Against Sexual Assault*

The ideas and information discussed at the town hall meeting were used to inform the drafting of the Public Advocate’s legislation (Int. 517), which aims to use city resources to assist colleges and universities to address sexual assault on their campuses.

In addition, Public Advocate James worked with her colleagues in the City Council to organize a hearing that focused on her legislation and

oversight of campus sexual assault in general. At the hearing, Public Advocate James and her Council colleagues heard shocking, personal stories from students detailing sexual assault and stalking on campus. Many survivors’ stories described negligent or uninterested school administrators, wholly unprepared and unprofessional campus security and police officers, and an overall lack of resources for counseling and support.

Public Advocate James also worked extensively at the state level to ensure that rape crisis services and rape prevention programs received adequate funding in the state budget. Thanks in part to her hard work, the State provided an additional \$4.6 million in funding for rape crisis centers, almost tripling the previous year’s allocation.

Drone Technology and Safety

As recreational drones become more accessible and commonplace, they represent a new challenge for government to address the reasonable safety and privacy concerns of everyday New Yorkers while not stifling innovation and responsible use. In November, the New York City Council held a hearing on a bill introduced by Public Advocate James (Int. 614) that would require all drones flown in New York to be registered, to obtain insurance, and to display identification information. Bolstering Public Advocate James’ approach, the Federal Aviation Administration announced its intention soon after the hearing to also require registration for all drones throughout the country.

Fighting for Workers' Rights



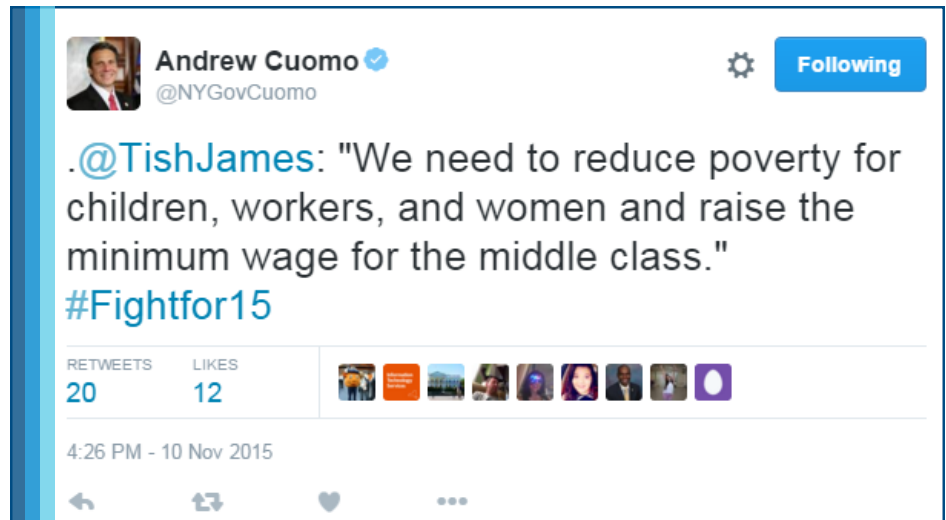
Saving Jobs from Outsourcing

When NYC Health + Hospitals sought to privatize vital dialysis services provided at City-owned hospitals to a contractor with a record of inferior service, Public Advocate James led the fight to preserve the existing, high-quality service and the quality jobs that go with it. Public Advocate James has been pushing back against this ill-conceived deal since the beginning of her term, meeting with health care providers, contacting public health officials to highlight the issues, questioning Health + Hospitals officials before the City Council, and testifying twice in front of the State Public Health and Health Planning Council in opposition to the deal. After almost two years of push-back, Health + Hospitals withdrew its application to sell the dialysis facilities in May 2015.

Fighting for Fast Food and Car Wash Workers

Public Advocate James has been a strong supporter in the fight to increase minimum wage for all New Yorkers to \$15 an hour, since she stood with workers on the very first Fight for 15 strike in 2012. She stood with Governor Cuomo when he announced his effort to raise the wage for fast food workers in the state, and continues to push for passage of a law to increase minimum wage.

For years, one of the worst offenders of wage theft and underpayment in New York City has been the car wash industry. Public Advocate James, who has long championed the cause of underrepresented low-wage workers, released an [investigative report documenting the challenges faced by car wash workers](#) in New York City. The report detailed evidence gathered from interviews with car wash workers in New York City that strongly suggested that violations such as wage theft and underpayment remain common practice in the industry. Car wash workers consistently reported that they were paid less than the tipped minimum wage, were subject to overtime violations, were made to pay for towels and uniforms, and went weeks at a time without receiving their wages.



Public Advocate James was also a co-sponsor of the City Council's Car Wash Accountability Act, passed in June 2015, which created financial safeguards against wage theft and workplace abuse and established new, worker-friendly standards for operating a car wash.

Protecting Workers from Wage Theft

On top of earning low wages, too many workers have to deal with wage theft. Their bosses or companies cheat them out of overtime, or other fairly earned pay. But, unlike car washes in New York City, enforcement of the law against wage theft for most other businesses resides with the State, while the City is limited in its ability to protect these vulnerable workers. Public Advocate James introduced legislation earlier this year to provide a role for the City to assist those who believe they are victims of wage theft. By establishing an anonymous wage theft hotline and resources to assist those with wage theft concerns, this bill (Int. 862) will provide much-needed assistance to those with concerns about wage theft and help them to understand their rights and available legal recourse.

Standing Up for Seniors



Celebrating Seniors

This year, Public Advocate James launched her first annual “Senior Week” in August. The week-long celebration kicked off with a town hall meeting and concluded with a Seniors’ Prom. Throughout the week, Public Advocate James and her team visited eight senior centers throughout the City, distributing information on City resources and helping to resolve constituent issues. As part of Senior Week, Public Advocate James published and distributed an elder abuse awareness card.

Assisting with Snow Removal

New York City’s richly diverse population includes approximately 900,000 people with disabilities and 1.5 million senior citizens. The laws and policies of the City must consider the special needs of these residents, particularly during extreme winter weather. In October, the City Council’s Committee on Sanitation held a hearing on a bill introduced by Public Advocate James (Int. 714) that would require the City’s Department of Sanitation to direct resources towards assisting seniors and people with disabilities to remove snow and ice from in front of their homes. In addition, considering the challenges faced by these New Yorkers, the bill would reduce fines for seniors and people with disabilities who receive a ticket for neglecting to remove snow or ice from in front of their home.

Strengthening Retirement for All New Yorkers

“Baby Boomers in New York City are struggling right now — they aren’t saving for their retirement, mainly because many employers don’t offer them access to any way to save for the long run. AARP commends Public Advocate James for taking a hard look at this crucial issue and starting a long overdue conversation about how to tackle something that’s plaguing so many in the workforce.”



Beth Finkel, New York State Director

Most New Yorkers are unprepared for retirement – a staggering 60% of private-sector workers in the City are without access to any form of a retirement plan and 40% of New Yorkers have less than \$10,000 saved for retirement. The impact of such wide-spread financial instability could have very serious human and fiscal consequences for the City in the future.

Public Advocate James took on this pending crisis with a multi-

faceted campaign to enhance retirement security, introducing legislation, [issuing a report](#), and convening a hearing with the aim of identifying a solution that could deliver financial stability to the next generation of New York’s seniors.

Following her extensive work and advocacy on this issue, Mayor de Blasio announced that the City will move forward with Public Advocate James’ legislation to establish a retirement security program for private sector workers in New York City.

The legislation, which Public Advocate James has been working on with the Mayor and City Council Speaker, will help ensure New Yorkers are saving for retirement from the day that they enter the workforce. If passed, the legislation will make New York City the first city in the nation to establish a private sector retirement savings program.

“Public Advocate Letitia James is renewing her push for a pooled retirement system for pensionless private-sector employees. In recent days, she has testified at a City Council hearing, [and] released a report on New Yorkers being unprepared for retirement...”

CRAIN’S
NEW YORK BUSINESS

June 26, 2015

Transparency and Accountability in Government



Photo credit: New York Observer

Improving School Transparency for Parents

Every New York City public school is required to have a school leadership team (SLT), which includes the principal, parent association president, teachers union representative, parents and staff members. These teams create roadmaps for the school's annual goals, which are required to be reflected in the school budget. When a school parent was denied entry into one of these meetings, Public Advocate James stepped in. The City's Department of Education (DOE) refused her request to open the meetings to the public, so Public Advocate James joined with the non-profit Class Size Matters and a school parent in a lawsuit against the DOE arguing that State law requires SLT meetings to be open to the public. In April, the State Supreme Court ruled in favor of Public Advocate James and her coalition, finding that SLT meetings must be open and parents must be allowed to attend the meetings.

Leading the Commission for Government Transparency

Public Advocate James is working to bring government into the 21st Century so all New Yorkers have the tools necessary to engage and make a difference in their communities. When she took office, Public Advocate James reconstituted the Commission on Public Information and Communication (CoPIC) – which had been dormant for a number of years.

Public Advocate James' primary focus as chair of CoPIC has been to help the people of New York obtain City data, to review local policies on public access to data, and to develop recommendations to improve this type of access.

In 2015, Public Advocate James convened three CoPIC hearings. The primary issue addressed at these hearings was to ensure that the City is fully implementing a local law that ensures government proceedings are available online. Currently, many of these proceedings are open to the public but, because they take place during the day, average New Yorkers are unable to attend. Ensuring that these proceedings are available online will allow government to be more participatory and inclusive.

Saving Taxpayers Millions

After a 15-month long investigation by Public Advocate James, New York City received approximately \$1.67 million from New York State for unclaimed funds dating back to 1985. Public Advocate James found that thousands of unclaimed funds registered to New York City government entities had never been identified by the City's Department of Finance. Some of the thousands of accounts reviewed by the Public Advocate's Office had not been reviewed in decades.

When Public Advocate James learned of potentially reckless spending by the DOE on a \$1.25 billion information technology (IT) contract, she demanded information. Following her calls for information, it became clear that the firm in question was previously involved in corruption and payoff scandals, and Public Advocate James immediately called for the contract to be pulled back. The Administration changed course, and as a result saved taxpayers \$170 million.

“Public Advocate James deserves credit for working with our office to uncover money owed to New York City's government, and we will continue to work with her to ensure that every dime is accounted for on behalf of city taxpayers.”

New York State Comptroller Thomas D. DiNapoli

Protecting Public Pension Dollars

“James, an elected official charged with serving as a ‘watchdog’ for New Yorkers and with overseeing the New York City Employees’ Retirement System public pension fund, told the court that the rule addresses a type of corruption New York has suffered in the past and should be upheld.”

THE BOND BUYER

February 27, 2015

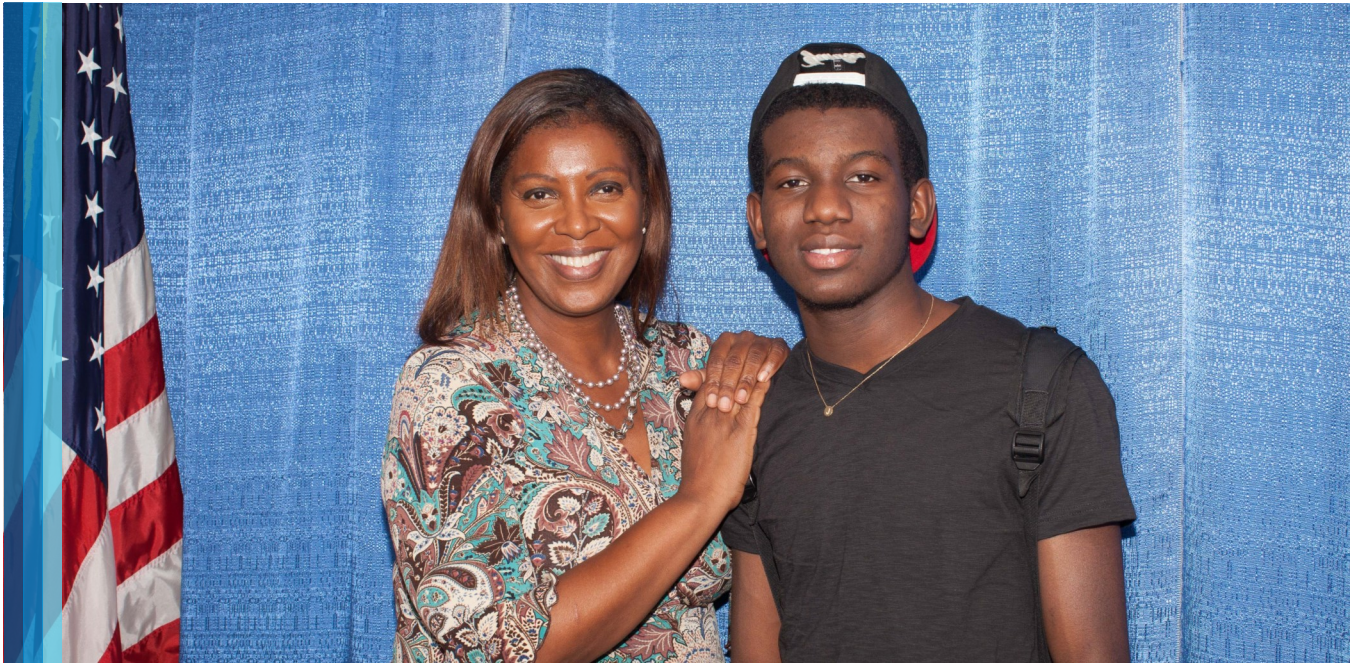
In 2014, the New York and Tennessee state Republican parties sued the federal Securities and Exchange Commission (SEC) over a rule that regulates against “pay-to-play,” limiting individuals that control public pension funds from making large donations to political candidates. The lawsuit was a tactic for the GOP to help 2016 presidential candidates raise more money from Wall Street.

In an effort to stem this thinly-veiled effort to allow those with money to control our democracy, Public

Advocate James filed an amicus brief in support of the SEC.

As a member of the board of the New York City Employees’ Retirement System, one of the City’s five pension systems, Public Advocate James understands she has an obligation to protect and grow the retirement savings on which hundreds of thousands of pension members rely. In August, thanks in part to Public Advocate James’ amicus brief, the U.S. Court of Appeals upheld the SEC’s “pay-to-play” rule.

Protecting Immigrant Communities



PA James with Keybi Garcia, whom she represented in court

Fighting for Immigrant Children

When millions of unaccompanied immigrant children who had fled devastating and dangerous circumstances in their home countries faced mass deportation in the summer of 2014, Public Advocate James called for lawyers everywhere to volunteer and assist these children in court. The vast majority of these children came to the United States alone, with no knowledge of our legal system, and were largely left to represent themselves in immigration court.

Public Advocate James helped set up a clinic to train attorneys to take on these cases *pro bono*. In addition,

Public Advocate James – a public defender by training – led by example by taking on the case of unaccompanied minor Keybi Garcia in her free time.

“Honduran teen, Keybi Garcia, who was represented in Brooklyn Family Court by the New York City Public Advocate, Letitia James, had his wish granted of obtaining his green card after having to escape his country with other unaccompanied minors...Keybi's family asked James' office for help, not imagining that she herself would advocate for his case.”

EL DIARIO

December 13, 2015

Keybi came to the United States as an unaccompanied minor from Honduras. After his father died of cancer, he was sent to live with relatives who were unable to care for him. He went hungry for days at a time and was constantly threatened by gangs. Once he made it to the United States, he went to live with his adult cousin in Brooklyn, but soon after faced imminent deportation.

Ms. James, along with Legal Services NYC and The Door, represented Keybi in court and, thanks to her efforts, Keybi's deportation was cancelled and he obtained his green card at the end of December, 2015. He is now a junior in high school and wants to grow up to be a lawyer.

Ensuring Parental Involvement, Regardless of Language

There are more than 180 languages spoken by families with children in New York City public schools. Public Advocate James knows that without access to translation and interpretation services, immigrant parents cannot understand how best to help their kids succeed. That is why Public Advocate James fought to ensure that the City's Department of Education (DOE) adequately addressed language access for parents in its most recent restructuring plan. Public Advocate James called for a designated Language Access Coordinator at each of the new Borough Field Support Centers, and for additional coordinators to be hired to exclusively serve the language needs of parents and schools. As a result of the Public Advocate's pressure, DOE hired nine Field Language Access Coordinators to ensure that schools are providing parents with full access to translation and interpretation services.

Increasing Government Access

Meksheng Kwong is an immigrant from China who is a survivor of domestic violence and a mother of three children. To obtain the benefits she needs to feed her children and ensure they have health insurance, she has to visit the City's Human Resources Administration (HRA) every two months. Due to language barriers, her benefits were cut off multiple times. Yet, HRA – like all City agencies – is required to have comprehensive translation services in six main languages, including Chinese.

Meksheng Kwong, along with several other plaintiffs, filed a lawsuit against HRA in 2009. The court attempted to dismiss their case but Kwong and her co-plaintiffs appealed. Public Advocate James filed an amicus brief on behalf of the tenants in March 2015. And in May 2015 – in part because of Public Advocate James' assistance – the court ruled that the plaintiffs could move forward with their case.

Supporting Veterans and Establishing the Department of Veterans' Services



New York City is home to hundreds of thousands of veterans who face obstacles when reintegrating into civilian life and Public Advocate James has made helping veterans a priority.

Public Advocate James worked with City Council member and Chair of the Council's Committee on Veterans Eric Ulrich to successfully pushed the administration to create a dedicated Department of Veterans' Services. After months of rallies, testimony before the City Council, and calls to the Mayor, the campaign succeeded. Thanks to this move, there will be a city agency fully dedicated to veterans in New York City for the first time ever.

Public Advocate James also called on the City to expand its Veterans Treatment Courts following the death of Marine Jerome Murdough, who died in an overheated jail cell on Rikers Island after failing to post bail for a misdemeanor trespassing arrest. Veterans Treatment Courts are designed to meet the particular needs of veterans who are involved in the criminal justice system, like Murdough, with the goal of offering dedicated services to those who have served our country.

Veterans should have their day in court — their own special court, according to Public Advocate Letitia James. The city's elected watchdog is urging Court of Appeals Chief Justice Jonathan Lippman to create a Veterans Treatment Court in Manhattan.

DAILY NEWS

January 13, 2015

Protecting Our Environment



Photo credit: Alina Suriel, Queens Courier

Recycling in Public Housing

One of the easiest ways we can be good stewards of the environment is through recycling. Unfortunately, the City's recycling rates have been stagnant for many years. And recycling rates in public housing remain much lower than in other parts of the City.

In an effort to improve recycling rates, Public Advocate James introduced a bill (Int. 820) to establish a pilot program to provide incentives to encourage recycling. The program, which is currently utilized in Philadelphia and other cities around the country, provides redeemable points for recycling that residents can use at participating retailers and restaurants.

Protecting Our Waters

In November 2015, Public Advocate James joined with environmental group Riverkeeper on a visit to Flushing Bay and Flushing Creek to highlight several acute environmental conditions impacting these waterways and to push the City's Department of Environmental Protection for a more comprehensive and ambitious plan that would result in a truly clean and safe waterway. The area's waters are plagued by significant pollution including industrial uses, illegal dumping, and combined sewer overflows.

The pollution issues impacting these bodies of water are particularly delicate because two areas immediately next to the creek and bay, western Flushing and Willets Point, are slated for significant residential development.

Divesting to Curb Climate Change

Public Advocate James has used her role on the City's largest pension board to ensure that city dollars do not underwrite industries or businesses that work against the interests of New Yorkers. She stood up to the coal industry – the single greatest source of human-made CO2 emissions – by calling for the New York City pension funds to divest from thermal coal companies. In a nod to the Public Advocate's work, in September 2015 Mayor de Blasio announced a citywide initiative to divest from all fossil fuels, including an immediate divestiture of coal, a move that Public Advocate James strongly supported.

Stopping Intrusive Air Pollution

Public Advocate James strongly supported residents in several neighborhoods who were experiencing unreasonable noise and air pollution resulting from the roughly 60,000 tourist helicopter flights that enveloped their neighborhoods each year. The helicopter operators ran flights seven days a week, sometimes starting as early as 7:00 am on weekend mornings. After writing letters and testifying at a public hearing on the issue, Public Advocate James and her allies succeeded at pushing the helicopter operators to reduce by half the number of flights and to cease flights on Sundays.



Improving Transportation Safety



Public Advocate James continues to fight to make our roads safer and our transportation system stronger. Public Advocate James introduced multiple common-sense legislative measures to protect pedestrians and avoid preventable traffic crashes.

Int. 997 will close a loophole in the law that denies pedestrians the right-of-way even when they cross the street with the signal.

Int. 789 will deploy state-of-the-art technology in City-owned vehicles to avoid collisions on roads.

Int. 875 will establish additional protected left turn signals at dangerous intersections — a measure proven to prevent collisions with pedestrians and save lives.

Int. 876 will require additional reporting to better identify dangerous intersections, a vital step to improving the safety of our streets.

In addition, Public Advocate James called for the city to make bike lanes a default feature of street redesign, especially on dangerous roads.

“Public Advocate Letitia James led a proactive effort to directly address what’s killing people on New York City streets, and vocally demanded solutions that defend New Yorkers’ right of way”



Transportation Alternatives, recognizing Public Advocate James as the only elected official/agency to receive an “A” grade in the 2015 Vision Zero Report Card.

Fighting for Equality



Public Advocate James has long championed the cause of marriage equality, which is now the law of the land. Following this historic victory, she continues to fight against the many injustices that persist within the LGBT community. She successfully advocated for additional funding for LGBT homeless youth. In addition, she created an LGBT mental health resource guide to address the stigma and discrimination of mental illness in the LGBT community. She successfully fought for New York City landmark status for the Stonewall Inn, an important symbol to honor LGBT civil rights in our country. Additionally, she convened an LGBT task force with over 40 advocacy and community organizations. The task force meets quarterly to develop policy, legislation, and strengthen advocacy efforts across the City.

"Homeless LGBT youth experience high rates of mental health issues. They face terrible stressors; it is devastating to be rejected by one's family and reduced to destitution in the streets. I thank the Public Advocate for calling attention to the mental health needs of our clients, and for her consistent advocacy on behalf of homeless youths."



Carl Siciliano, Executive Director,
Ali Forney Center

Polishing Up Nail Salons



For years, Public Advocate James has been fighting to make nail salons cleaner and safer for customers and employees. In April 2014, she introduced legislation (Int. 304) to improve the health and safety conditions in salons. Her legislation was the subject of an important City Council hearing where the Public Advocate heard testimony from small business owners, workers, and advocates. To further make the case for reform, she released an [extensive policy report documenting dangerous sanitary conditions and worker safety issues at salons](#) in New York City. Additionally, working with the Clinton Global Initiative and Lighting Science, Public Advocate James piloted innovative technology that will help salons and customers detect dangerous levels of toxins in the air.



CONNECTING WITH NEW YORKERS

Directly Engaging with Seniors

Seniors are a rich part of the City's diverse fabric, and Public Advocate James is dedicated to hearing and addressing their concerns. In October 2015, she partnered with AARP for a telephone town hall. Public Advocate James joined with nearly nine thousand seniors and discussed issues ranging from housing to transportation to retirement security.



Restoring Parents' Voices in Schools

With mayoral control of New York City public schools up for renewal for the first time in six years, Public Advocate James held six public forums on the issue, with at least one forum in each borough. Based on the public's input and research conducted by the Public Advocate's Office, Public Advocate James released a [major education report calling for renewed mayoral control focused strongly on enhanced parental involvement, strengthened accountability, and improvements to DOE's financial system](#). The outcome of the debate on mayoral control resulted in the renewal of the law for just one year. As a result, Public Advocate James continues to work to give parents and advocate a greater voice in our education system.

Giving a Voice to Mitchell-Lama Tenants

In 2015, Public Advocate James convened a Citywide Mitchell-Lama Task Force to investigate and address issues in Mitchell-Lama housing developments — in both rental and co-op units. In multiple meetings during the year, with leaders from all five boroughs, the task force focused on a variety of issues impacting tenants: developing transparency with the City's Department of Housing Preservation and Development; convincing building owners whose buildings are eligible to leave the Mitchell-Lama program to stay in the program; and identifying housing developments that are candidates to convert to affordable non-eviction co-ops. Through this ongoing work, the task force continues to give an important voice to Mitchell-Lama tenants.

Talking to NYCHA Residents in their Homes

Starting in 2014, Public Advocate James began a special series of “Talk to Tish” town halls in NYCHA residences in all five boroughs – holding at least two in each borough. These community discussions allowed NYCHA residences to discuss problems and concerns with their NYCHA residences in a private and safe space. Public Advocate James brought constituent services specialists with her, who were able to directly meet with and handle individual complaints. The “Talk to Tish” series, which finished in May 2015, allowed the Public Advocate's Office to focus on systemic issues within NYCHA.

About “Talk to Tish”

The “Talk to Tish” series is an opportunity for Public Advocate James to connect with communities throughout New York City about the work that her office has done and to hear directly from residents about issues they may be experiencing.

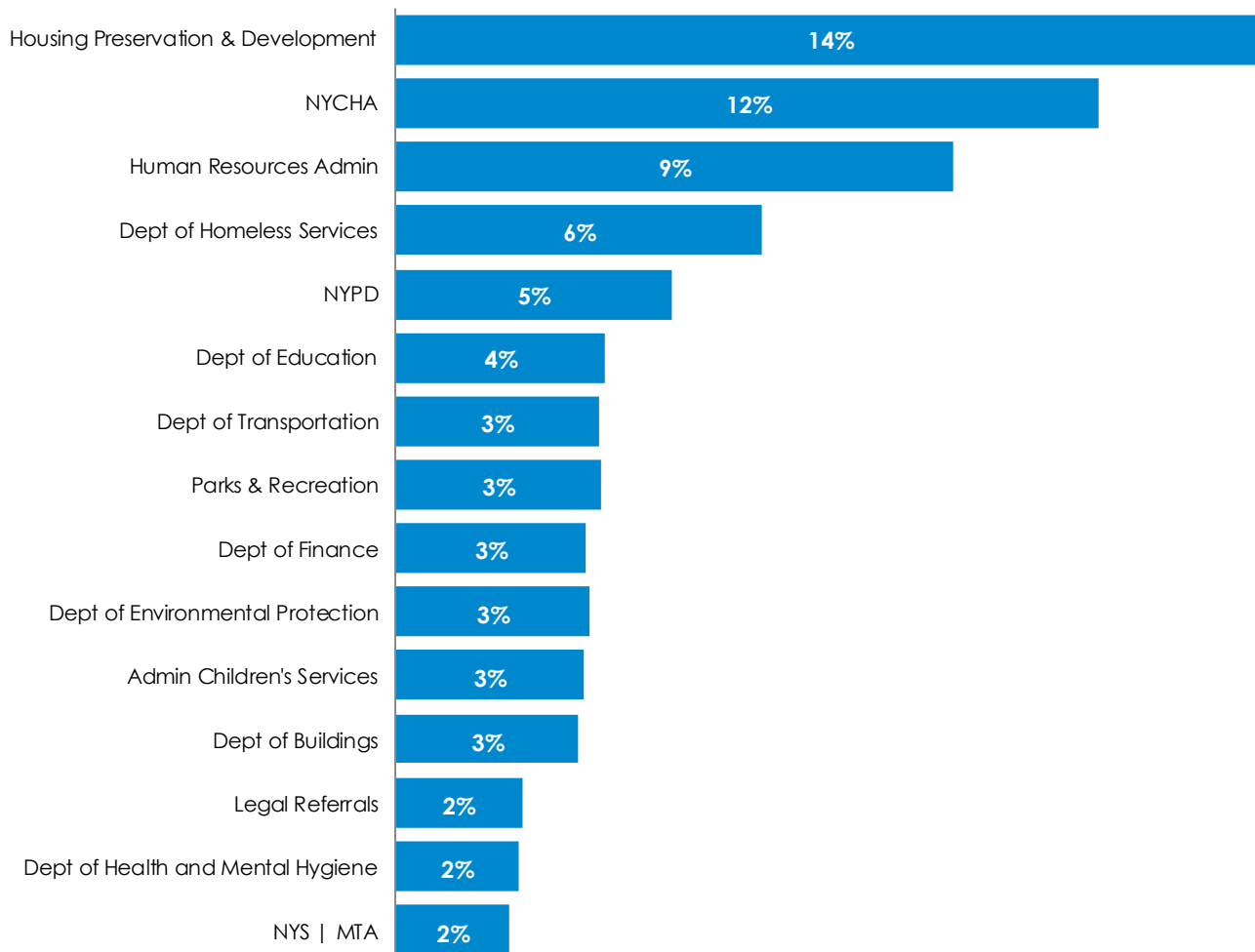
CONSTITUENT SERVICES

Helping Everyday New Yorkers Get the Services They Need

Helping the most vulnerable individuals and families in need is the foundation of Public Advocate James' Constituent Services operation. Each month, thousands of New Yorkers call or visit the Public Advocate's Office where they receive help cutting through red tape, identifying resources, getting questions answered, and obtaining general support. The Public Advocate's Constituent Services team has helped families with heat and hot water complaints, stopped unfair evictions, and investigated and reported wrong-doing that results in unsatisfactory public services. With strong outreach efforts and intake, the office now opens an average of 630 cases per month.

The fifteen agencies with the most constituent complaints constitute nearly three quarters of all complaints made to the Public Advocate's Office.

Agencies with Most Constituent Complaints



**A complete list of office statistics at www.pubadvocate.nyc.gov

Real Stories from Real New Yorkers

Charles — Manhattan

Charles is living in NYCHA housing. When his mother passed away, NYCHA attempted to kick him out of his home. Not only was he a grieving son, but he was dealing with eviction and facing homelessness. Charles came to the Public Advocate's Office for help and the constituent services team helped him get succession rights and remain in his home.

"I will never forget the Public Advocate's Office for advocating for me."

Charles, Manhattan

Sonia — Brooklyn

"I would like to thank the Office of the Public Advocate for the support...as I was fighting in court...At a time when housing is unaffordable and neighborhoods change, it gives me comfort to know that I can count on the Public Advocate's support."

Sonia, Brooklyn

Sonia is a small business owner who came to the Public Advocate's Office after being unfairly evicted from her apartment, where she had lived her entire life. The Constituent Services team supported Sonia, including providing a letter from Public Advocate James to the judge in housing court. Sonia is now back in her apartment.

Eloina — The Bronx

“When I had nowhere else to turn for my son, I came to the Public Advocate’s Office. They did everything...and made sure my son got the education he deserves. I will always be grateful to the Public Advocate’s office for their help.”

Eloina, The Bronx

Eloina, who speaks no English, has a five-year-old son with autism. A neurological evaluation recommended that he be placed in a special school, but the City’s Department of Education delayed moving him, so she came to the Public Advocate’s Office for help. The Constituent Services team advocated for Eloina and her son, and was able to get him placed at the appropriate school for his needs.



Mia — Queens

“With your help, I am proud to say all of my issues are now properly being taken care of. Once again, thanks for all your support.”

Mia, Queens

After struggling for a long time to get necessary repairs to fix the unhealthy living conditions in her NYCHA apartment, Mia contacted the Public Advocate’s Office. She was also in need of a larger apartment to accommodate her child. With the help of the Public Advocate’s Constituent Services team, Mia is now living in a new, larger apartment and all of her repairs have been addressed.

Joseph — Staten Island

Joseph lives with a disability. Like many residents of Staten Island, he relies on a car to get around, but needs a Parking Permit for People with Disabilities (PPPD) due to his disability. Despite following all of the necessary procedures and meeting the requirements, Joseph was unable to get his PPPD permit renewed. The Public Advocate’s constituent services team took on his case and worked with

Joseph for seven months, helping him with the City’s Department of Transportation and the City’s Department of Health until he was rightfully granted his permit.

“The Public Advocate’s staff worked on my complaint for seven hard months fighting for my rights...something I could not have done alone. I was informed that I was getting my permit back. The Constituent Services associate never gave up on my case. I want to thank you and your staff for the great work your office handles for the people of New York City.”

Joseph, Staten Island

THANK YOU.

Stay in touch:

www.pubadvocate.nyc.gov



gethelp@pubadvocate.nyc.gov



212-669-7250

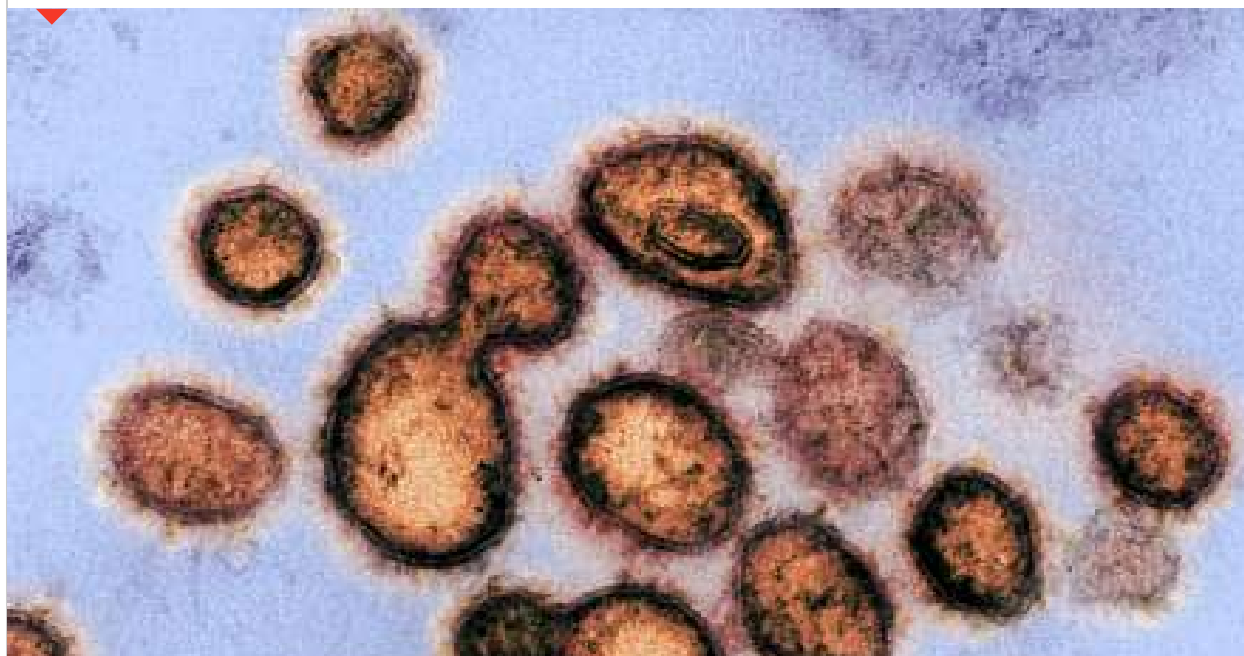


[@TishJames](https://twitter.com/TishJames)



[Facebook.com/PALetitiaJames](https://www.facebook.com/PALetitiaJames)

David Dinkins Municipal Building
1 Centre Street, 15th Floor North
New York, NY 10007



Coronavirus mutation has taken over. Scientists don't know why.

9:05 AM **Gilead's price for coronavirus drug draws outrage**

9:10 AM **Nearly 1 in 3 San Quentin inmates now has coronavirus**

Newsom orders 2 Bay Area counties, 5 others, to close bars

SoCal restaurant closes over customers' refusal to wear masks

SFGATE

<https://www.sfgate.com/bayarea/article/SAN-FRANCISCO-Airport-builder-to-pay-the-city-2503313.php>

SAN FRANCISCO / Airport builder to pay the city \$19 million / Tutor-Saliba settles suit alleging terminal overcharge

Charlie Goodyear, Chronicle Staff Writer Published 4:00 am PST, Friday, February 24, 2006

Construction giant Tutor-Saliba Corp. has agreed to pay \$19 million to settle claims that it overcharged for building the international terminal at San Francisco's airport and violated city minority-contracting laws, officials said Thursday.

The lawsuit accused Tutor-Saliba and its partner contractors of intentionally bidding less than they knew the new international terminal would cost so they could bill the city later for the difference. The company won the airport contracts with a \$620 million bid, but in the end charged the city \$980 million.

The city attorney also accused Tutor-Saliba of using minority-owned subcontractors as fronts to obtain city business for which it otherwise would not have been eligible.

In 2003, Tutor-Saliba took Herrera himself to court, filing a defamation lawsuit after he gave a speech in which he referred to the city's lawsuit against the company. A state appeals court threw out the case last month.

The city was scheduled to go to trial against the company next year. Herrera, however, said Tutor-Saliba had been willing to negotiate "in a fair way."

According to the terms of the settlement, the company has until June 2009 to pay the \$19 million in a series of annual installments, with Tutor himself liable personally should the company miss any payment.

"I don't have any concerns about our ability to get paid," Herrera said.

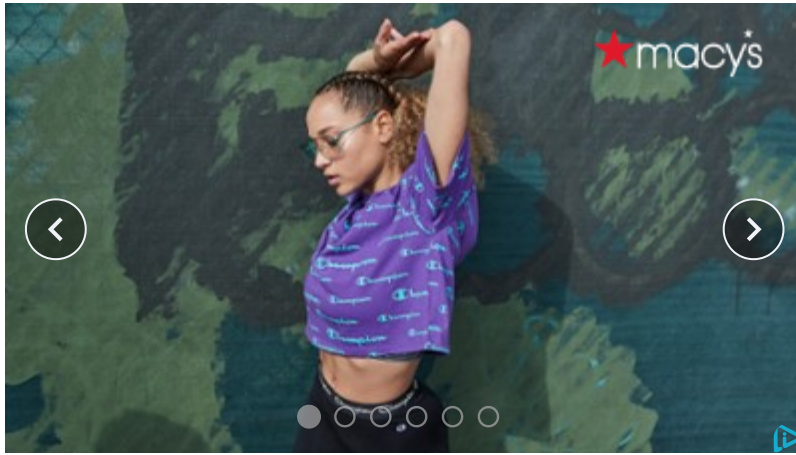
Tutor-Saliba is one of the biggest public-works contractors in the state. It was the lead contractor on the recent retrofit of the Richmond-San Rafael Bridge and worked on the BART extension to the airport, among other local projects.

The city spent between \$9 million and \$10 million building its case against the company, Herrera said.

SPONSORED

**Current Status:
Active**

Afternoon walks, long runs, yoga in the living room...all ways, we're...



By **Macy's**

[SEE MORE](#)

The settlement does not include any admission of wrongdoing on the part of the firm. A lawyer for Tutor-Saliba did not return calls seeking comment.

As part of the agreement, Tutor-Saliba insisted that only Herrera comment on the settlement. But that didn't keep Mayor **Gavin Newsom** from weighing in. He applauded Herrera for pursuing the case and said the result should send an important message to city contractors.

"It's a measured example of the seriousness the city places on making sure that when contractors come in, they do the right thing, they do it on budget, that there aren't change orders that can't be quantified and that we become good partners," Newsom said.

Although he said he wasn't familiar with the details of the agreement, Newsom said the fact that Tutor-Saliba chose to settle showed that the company is acknowledging some responsibility.

The company agreed to a brief joint statement which read in part, "This settlement is in the best interests of the parties involved and the people of San Francisco."

© 2020 Hearst Communications, Inc.

HEARST

The settlement, which will require approval from the **Board of Supervisors**, capped a four-year legal battle that included an unsuccessful attempt by the company to sue City Attorney **Dennis Herrera** for defamation.

"This has been a particularly hard-fought piece of litigation," Herrera said. "I feel a sense of satisfaction that we got a fair and equitable result."

Herrera filed a federal lawsuit in 2002 against the company, based near Los Angeles and owned by wealthy political donor Ronald Tutor. He immediately ran into opposition from then-Mayor **Willie Brown** and the **San Francisco Airport Commission**, which initially balked at funding the complex legal case.

From: [RivamonteMesa, Abigail \(BOS\)](#)
To: [Young, Victor \(BOS\)](#)
Cc: [Maybaum, Erica \(BOS\)](#); [Mahogany, Honey \(BOS\)](#)
Subject: Re: Sponsorship - File No. 200509 Office of the Public Advocate
Date: Monday, June 29, 2020 4:59:06 PM
Attachments: [image001.png](#)

Yes confirmed

Sent from my iPhone

On Jun 29, 2020, at 3:18 PM, Young, Victor (BOS) <victor.young@sfgov.org> wrote:

Good Afternoon:

During today's Rules Committee meeting it was indicated that Supervisor Haney is a sponsor of the above listed item. Can you confirmed whether or not Supervisor Haney would like to be a sponsor as I don't have any written indication.

Thanks.

Victor Young

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall., Room 244

San Francisco CA 94102

phone 415-554-7723 | fax 415-554-5163

victor.young@sfgov.org | www.sfbos.org

[<image001.png>](#)

Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

May 26, 2020

File No. 200509

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Ms. Gibson:

On May 19, 2020, the following proposed Charter Amendment for the November 3, 2020, Election was received by the Board of Supervisors' Rules Committee:

File No. 200509

Charter Amendment (First Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

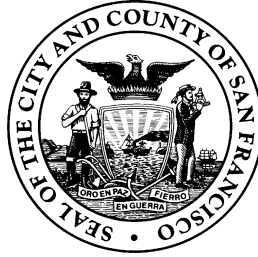
A handwritten signature in black ink that reads "Victor Young".

By: Victor Young, Assistant Clerk
Rules Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer
Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: Victor Young, Assistant Clerk, Rules Committee
Board of Supervisors

A handwritten signature in cursive script that reads "Victor Young".

DATE: May 26, 2020

SUBJECT: CHARTER AMENDMENT INTRODUCED
November 3, 2020 Election

The Board of Supervisors' Rules Committee has received the following Charter Amendment for the November 3, 2020, Election. This matter is being referred to you in accordance with Rules of Order 2.22.3.

File No. 200509

Charter Amendment (First Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

Please review and prepare a financial analysis of the proposed measure prior to the first Rules Committee hearing.

If you have any questions or concerns, please call me at (415) 554-7723 or email: victor.young@sfgov.org. To submit documentation, please email or forward to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Todd Rydstrom, Deputy City Controller
Peg Stevenson, City Performance Director

Natasha Mihal, City Services Auditor

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Sophia Kittler, Liaison to the Board of Supervisors, Mayor's Office
Anne Pearson, Deputy City Attorney, Office of the City Attorney
John Arntz, Director, Department of Elections
LeeAnn Pelham, Executive Director, Ethics Commission
Michael Brown, Executive Officer, Civil Service Commission

FROM: Victor Young, Assistant Clerk, Rules Committee *Victor Young*
Board of Supervisors

DATE: May 26, 2020

SUBJECT: CHARTER AMENDMENT INTRODUCED
November 3, 2020 Election

The Board of Supervisors' Rules Committee has received the following Charter Amendment for the November 3, 2020, Election. This matter is being referred to you in accordance with Rules of Order 2.22.4.

File No. 200509

Charter Amendment (First Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

Please review and submit any reports or comments you wish to be included with the legislative file.

If you have any questions or concerns, please call me at (415) 554-7723 or email: victor.young@sfgov.org. To submit documentation, please forward to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Andres Power, Mayor's Office
Rebecca Peacock, Mayor's Office
Kanishka Cheng, Mayor's Office
Patrick Ford, Ethics Commission

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

June 30, 2020

File No. 200509

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Ms. Gibson:

On June 29, 2020, the Rules Committee amended the following proposed Charter Amendment for the November 3, 2020, Election was received by the Board of Supervisors' Rules Committee:

File No. 200509

Charter Amendment (Second Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in black ink that reads "Victor Young".

By: Victor Young, Assistant Clerk
Rules Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer
Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: Victor Young, Assistant Clerk, Rules Committee
Board of Supervisors

A handwritten signature in cursive script that reads "Victor Young".

DATE: June 30, 2020

SUBJECT: CHARTER AMENDMENT
November 3, 2020 Election

On June 29, 2020, the Board of Supervisors' Rules Committee amended the following Charter Amendment for the November 3, 2020, Election. This matter is being referred to you in accordance with Rules of Order 2.22.3.

File No. 200509

Charter Amendment (Second Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

Please review and prepare a financial analysis of the proposed measure prior to the first Rules Committee hearing.

If you have any questions or concerns, please call me at (415) 554-7723 or email: victor.young@sfgov.org. To submit documentation, please email or forward to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Todd Rydstrom, Deputy City Controller
Peg Stevenson, City Performance Director

Natasha Mihal, City Services Auditor

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Sophia Kittler, Liaison to the Board of Supervisors, Mayor's Office
Anne Pearson, Deputy City Attorney, Office of the City Attorney
John Arntz, Director, Department of Elections
LeeAnn Pelham, Executive Director, Ethics Commission
Michael Brown, Executive Officer, Civil Service Commission

FROM: Victor Young, Assistant Clerk, Rules Committee *Victor Young*
Board of Supervisors

DATE: June 30, 2020

SUBJECT: CHARTER AMENDMENT
November 3, 2020 Election

On June 29, 2020, the Board of Supervisors' Rules Committee amended the following Charter Amendment for the November 3, 2020, Election. This matter is being referred to you in accordance with Rules of Order 2.22.4.

File No. 200509

Charter Amendment (Second Draft) to amend the Charter of the City and County of San Francisco to: 1) create the Office of the Public Advocate; 2) set the Public Advocate's powers and duties; 3) authorize the Public Advocate to review the administration of City programs and services, including programs for transmitting information to the public and departments' customer service plans, and to receive, investigate, and attempt to resolve complaints regarding City services and programs; 4) authorize the Public Advocate to receive and investigate specified whistleblower complaints; and 5) provide for the Public Advocate's election, removal, and salary; at an election to be held on November 3, 2020.

Please review and submit any reports or comments you wish to be included with the legislative file.

If you have any questions or concerns, please call me at (415) 554-7723 or email: victor.young@sfgov.org. To submit documentation, please forward to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Andres Power, Mayor's Office
Rebecca Peacock, Mayor's Office
Kanishka Cheng, Mayor's Office
Patrick Ford, Ethics Commission

From: [Mihal, Natasha \(CON\)](#)
To: [Young, Victor \(BOS\)](#)
Subject: RE: Request for CEQA Determination and Controller's Report for Rules Committee 7/6 and 7/9 meetings
Date: Wednesday, July 1, 2020 2:04:42 PM
Attachments: [image001.png](#)

We will not be refile for 200509 and 200514.

I will be submitting or resubmitting for all others.

Thanks!

Natasha Mihal

COVID Response: EOC Deputy for Future Operations
(415) 359-3813 (mobile) | natasha.mihal@sfgov.org
City and County of San Francisco
Controller's Office | City Performance Deputy Director
Pronouns: she/her/hers

From: Young, Victor (BOS) <victor.young@sfgov.org>
Sent: Wednesday, July 1, 2020 1:05 PM
To: Navarrete, Joy (CPC) <joy.navarrete@sfgov.org>; Mihal, Natasha (CON) <natasha.mihal@sfgov.org>
Subject: Request for CEQA Determination and Controller's Report for Rules Committee 7/6 and 7/9 meetings

Good Afternoon Joy and Natasha:

Below are items schedules for next weeks Rules Committee Meetings where I will need the CEQA Determination and Controller's analysis.

7/6 meeting

- File No. 200509 – was re-referred due to amendments. Let me know if you intend to re-issue reports
- File No. 200510 – was re-referred due to amendments. Let me know if you intend to re-issue reports.
- File No. 200514 – was re-referred due to amendments. Let me know if you intent to re-issue reports.
- File No. 200515 – CEQA Determination on file. Controller Report Pending.

7/9 meting

- File No. 200507 – was re-referred due to amendments. Let me know if you intent to re-issue reports.
- File No. 200654 – **CEQA DETERMINATION Pending**. Controller Report Pending

It would be appreciate if I could get any pending report for the packet by tomorrow morning.

Thanks.

Victor Young

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall., Room 244

San Francisco CA 94102

phone 415-554-7723 | fax 415-554-5163

victor.young@sfgov.org | www.sfbos.org



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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

From: [Michael Lee](#)
To: [Young, Victor \(BOS\)](#)
Cc: [Ronen, Hillary](#); [Stefani, Catherine \(BOS\)](#); [Mar, Gordon \(BOS\)](#)
Subject: Rules Committee Public Comment - Item #1 200509 (Public Advocate)
Date: Monday, July 6, 2020 12:25:04 AM

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

Mr. Young:

I am unavailable to attend the Rules Committee meeting on Monday, July 6, 2020. However, I would like the following Public Comment to be included for Item #1 - 200509 (Public Advocate).

Rules Committee —

I have a serious concern about the proposed Public Advocate Charter Amendment which includes this sentence:

"The Public Advocate shall be licensed to practice law in all courts of the State of California."

It seems very odd to me that the vast majority of the public would be ineligible to run for or assume office as a potential Public Advocate. The number of people licensed to practice law in San Francisco is extremely low compared to the general population -- a privileged group of individuals to say the least. We already have three citywide elected offices that require one to be licensed to practice law: the City Attorney, the District Attorney, and the Public Defender. And that, of course, makes sense based on the specific role of those offices. But excluding the majority of the public from serving as a Public Advocate? That strikes me as incredibly elitist.

San Franciscans are smart and civic-minded people. The public here can, and should, be allowed to advocate for themselves -- and the voters should be allowed to determine who is uniquely qualified to represent them in this role should it be added to the City Charter. Any attempt to reserve this position for a privileged few is demeaning.

Please consider removing this unnecessary provision from the proposed Charter Amendment.

Sincerely,

Michael Lee

District 4 Resident