

1 [Prohibiting contractors from assisting in the enforcement of federal immigration law unless
2 required by applicable laws.]

3 **Ordinance amending the San Francisco Administrative Code by amending Sections**
4 **12B.2 and 12C.3 to prohibit contractors of the City and County of San Francisco from**
5 **assisting in the enforcement of federal immigration law, except where required by**
6 **applicable laws, and to add "place of birth" to the list of protected categories, and by**
7 **adding Section 12C.01 to change the title of Chapter 12C to "Nondiscrimination in**
8 **Business Establishments and Public Accommodations."**

9 Note: Additions are *single-underline italics Times New Roman*;
10 deletions are *strikethrough italics Times New Roman*.
11 Board amendment additions are double underlined.
Board amendment deletions are ~~strikethrough normal~~.

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. The San Francisco Administrative Code is hereby amended by amending
14 Section 12B.2, to read as follows:

15 **SEC. 12B.2. NONDISCRIMINATION PROVISIONS.**

16 Every contract and property contract for or on behalf of the City shall incorporate by
17 reference and require the contractor to comply with the provisions of Section 12B.2. In
18 addition, all contractors must incorporate by reference in all subcontracts and require
19 subcontractors to comply with the requirements set forth in Sections 12B.2(a) and 12B.2(c)
20 through 12B.2(~~L~~), and failure to do so shall constitute a material breach of contract.

21 In the performance of a contract the contractor agrees as follows:

22 (a) The contractor or subcontractor will not discriminate against any employee, City
23 and County employee working with such contractor or subcontractor, or applicant for
24 employment with such contractor or subcontractor on the basis of the fact or perception of that
25 person's race, color, religion, ancestry, national origin, place of birth, age, sex, sexual

1 orientation, gender identity, domestic partner status, marital status, disability, weight, height,
2 AIDS/HIV status, or association with members of classes protected under this Chapter or in
3 retaliation for opposition to any practices forbidden under this chapter. Discrimination on the
4 basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The
5 contractor or subcontractor will take action to ensure that applicants are employed, and that
6 employees are treated equally during employment, without regard to the fact or perception of
7 their race, color, creed, religion, ancestry, national origin, *place of birth*, age, sex, sexual
8 orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV
9 status. Such action shall include, but not be limited to, the following: Employment, upgrading,
10 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay
11 or other forms of compensation; and selection for training, including apprenticeship. Nothing in
12 this Chapter shall require or prohibit the establishment of new classifications of employees in
13 any given craft. The provisions of this Section with respect to age shall not apply to (1)
14 termination of employment because of the terms or conditions of any bona fide retirement or
15 pension plan, (2) operation of the terms or conditions of any bona fide retirement or pension
16 plan which has the effect of a minimum service requirement, and (3) operation of the terms or
17 conditions of any bona fide group or insurance plan. The contractor or subcontractor agrees to
18 post in conspicuous places, available to employees and applicants for employment, notices in
19 such form and content as shall be furnished or approved by the awarding authority setting
20 forth the provisions of this Section.

21 (b) The prime contractor shall state that the prime contractor does not, and will not
22 during the term of the contract discriminate in the provision of bereavement leave, family
23 medical leave, health benefits, membership or membership discounts, moving expenses,
24 pension and retirement benefits or travel benefits as well as any benefits other than
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1 bereavement leave, family medical leave, health benefits, membership or membership
2 discounts, moving expenses, pension and retirement benefits or travel benefits between
3 employees with domestic partners and employees with spouses, and/or between the domestic
4 partners and spouses of such employees, where the domestic partnership has been
5 registered with a governmental entity pursuant to State or local law authorizing such
6 registration, subject to the following conditions. In the event that the contractor's actual cost of
7 providing a certain benefit for the domestic partner of an employee exceeds that of providing it
8 for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for
9 the spouse of an employee exceeds that of providing it for the domestic partner of an
10 employee, the contractor shall not be deemed to discriminate in the provision of benefits if the
11 contractor conditions providing such benefit upon the employee agreeing to pay the excess
12 costs. In addition, in the event a contractor is unable to provide a certain benefit, despite
13 taking reasonable measures to do so, the contractor shall not be deemed to discriminate in
14 the provision of benefits if the contractor provides the employee with a cash equivalent. The
15 Director shall be the final arbiter of a contractor's or property contractor's compliance or
16 substantial compliance with this Chapter and the Director's determination shall not be
17 appealable to the Commission. Contractors shall treat as confidential to the maximum extent
18 allowed by law or the requirements of contractor's insurance provider any request by an
19 employee or applicant for employment for domestic partner or spousal benefits or any
20 documentation of eligibility for domestic partner or spousal benefits submitted by an employee
21 or applicant for employment.

22 In adopting this Section 12B.2(b), the intent of the Board of Supervisors is to equalize
23 to the maximum extent legally permitted the total compensation between similarly situated
24 employees with spouses and employees with domestic partners.

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1 In particular, consistent with the severability clause set forth in Section 12B.6 below,
2 the Board of Supervisors intends that if a court or agency of competent jurisdiction finds that a
3 State or federal law, rule or regulation invalidates (1) the application of this Section to any
4 business, person, type of compensation or benefit, or location; or (2) any other requirement of
5 this Section, then the court or agency should sever the invalid clause and leave in effect the
6 remainder of this Section.

7 (c) Contractor or subcontractor will not assist in the enforcement of federal immigration
8 law, including but not limited to, gathering or disseminating information regarding the immigration
9 status of his or her employees working on a City and County of San Francisco contract, unless such
10 assistance is required by applicable statutory or decisional law or regulation. The prohibition set forth
11 in this Section shall include, but is not limited to:

12 (1) Assisting or cooperating with any Department of Homeland Security or Immigration and
13 Customs Enforcement (ICE) investigation, detention, or arrest procedures, public or clandestine,
14 relating to alleged violations of the applicable federal immigration laws.

15 (2) Assisting or cooperating with any investigation, surveillance or gathering of information
16 conducted by foreign governments, except for cooperation related to an alleged violation of City and
17 County, State or federal criminal laws.

18 (3) Requesting information about, or disseminating information regarding, the immigration
19 status of any employee, or conditioning the provision of services or benefits by the City and County of
20 San Francisco upon immigration status, except as required by City and County public assistance
21 criteria, applicable statutory or decisional law or regulation.

22 (4) Including on any application, questionnaire or interview form used in relation to
23 benefits, services or opportunities provided by the City and County of San Francisco any question
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1 regarding immigration status other than those required by applicable statutory or decisional law or
2 regulation.

3 (5) Consistent with the severability clause set forth in Section 12B.6 below, the Board of
4 Supervisors intends that if a court or agency of competent jurisdiction finds that a federal law, rule or
5 regulation invalidates (1) the application of this Section to any business, person, type of compensation
6 or benefit, or location; or (2) any other requirement of this Section, then the court or agency should
7 sever the invalid clause and leave in effect the remainder of this Section.

8 (d) (e) The contractor or subcontractor shall provide reasonable accommodation for
9 qualified disabled applicants for employment and for qualified disabled employees. Said
10 contractor or subcontractor need not provide reasonable accommodation if such would
11 present an undue hardship. An undue hardship may include but not be limited to more than a
12 de minimus cost, violation of the seniority rights of other co-workers as established by a bona
13 fide seniority system, or a health or safety risk to the employee or co-employees. The burden
14 of establishing an undue hardship rests on the employer.

15 (e) (d) The contractor or subcontractor will in all solicitations or advertisements for
16 employees placed by or on his or her behalf, state that qualified applicants will receive
17 consideration for employment without regard to the fact or perception of their race, creed,
18 religion, color, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic
19 partner status, marital status, disability, weight, height or AIDS/HIV status.

20 (f) (e) The contractor or subcontractor will send to each labor union or representative
21 of workers with which he or she has a collective bargaining agreement or other agreement or
22 understanding, a notice, in such form and content as shall be furnished or approved by the
23 awarding authority, advising the said labor union or workers' representative of the contractor's
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1 or subcontractor's commitments under this Section, and shall post copies of the notice in
2 conspicuous places available to employees and applicants for employment.

3 ~~(g)~~ (f) The contractor or subcontractor will permit access to its records of employment,
4 employment advertisements, application forms, and other pertinent data and records by the
5 Commission, the City's awarding authority or the Fair Employment and Housing Commission,
6 for the purposes of investigation to ascertain compliance with the nondiscrimination provisions
7 of this Chapter, and upon request shall provide evidence that the contractor has complied or
8 will comply with the nondiscrimination provisions of this Chapter.

9 ~~(h)~~ (g) A contractor or subcontractor shall be deemed to have breached the
10 nondiscrimination provisions of this Chapter upon:

11 (1) A finding by the Director or such other official who may be designated by the
12 Commission, that the contractor or subcontractor has wilfully violated such nondiscrimination
13 provisions; or

14 (2) A finding by the California Fair Employment and Housing Commission that a
15 contractor or subcontractor has violated any provision of the California Fair Employment and
16 Housing Act or the nondiscrimination provisions of this Chapter, provided that the California
17 Fair Employment and Housing Commission has issued a final order pursuant to Section
18 12970 of the Government Code, or has obtained a judgment and order enforcing the final
19 order pursuant to Section 12973 of the Government Code; provided further, that for the
20 purposes of these provisions, an order or injunction shall not be considered final during the
21 period within which (1) appeal may be taken, or (2) the same has been stayed by order of
22 court, or (3) further proceedings for vacation, reversal or modification are in progress before a
23 competent administrative or judicial tribunal.

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1 (3) Upon such finding by the Director or other official designated by the Commission,
2 or the California Fair Employment and Housing Commission, the awarding authority shall
3 notify the contractor or subcontractor that unless the contractor or subcontractor demonstrates
4 to the satisfaction of the Director or other official designated by the Commission, within such
5 reasonable period as the Commission shall determine, that the violation has been corrected,
6 action will be taken as set forth in Subparagraphs (i) ~~(h)~~ and (j) ~~(i)~~ hereof.

7 (4) The Commission shall, within 10 days of the date of issuance of any finding by the
8 Director or other official designated by the Commission for the enforcement of this Chapter,
9 mail to any person or persons affected by said finding, a copy of said finding, together with
10 written notice of the right to appeal such finding. Notice of appeal must be filed in writing with
11 the Chairperson of the Commission within 20 days of the date of mailing said copy and notice.

12 (5) For purpose of appeal proceedings under this Section, a quorum shall consist of
13 eight members of the Commission. The vote of the majority of the full Commission shall be
14 necessary to affirm, reverse or modify such decisions, order or other action rendered
15 hereunder. Should a member of the Commission be designated under Section 12B.2(~~h~~)(1) of
16 this Chapter, that Commissioner may not participate in an appeal under this Section except as
17 a witness.

18 (6) The presiding officer of the Commission shall have the power to administer oaths
19 to witnesses in appeals before the Commission under this Section. In the event that any
20 person shall fail or refuse to appear as a witness in any such proceeding after being
21 requested to do so, and if it shall appear to the Commission that his or her testimony, or
22 books, records, documents or other things under his or her control are material and relevant
23 as evidence in the matter under consideration by the Commission in the proceeding, the
24 presiding officer of the Commission may subpoena such person, requiring his or her presence
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1 at the proceeding, and requiring him or her to bring such books, records, documents or other
2 things under his or her control.

3 (7) All appeals to the Commission shall be open to the public. Records and minutes
4 shall be kept of such proceedings and shall be open to public inspection. Upon reaching a
5 decision in any appeal, the Commission shall give written notice thereof to the Director or
6 other official designated by the Commission, and the appellant or appellants. The decision of
7 the Commission shall be final unless within 15 days of the filing and service of written notice
8 thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party
9 to the contract, property contract or subcontract.

10 (8) If any contractor or subcontractor shall fail to appear at an appeal proceeding of
11 the Commission after having been given written notice to appear, such failure to appear shall
12 be grounds for termination of the contract, property contract or subcontract and such
13 contractor or subcontractor shall be deemed to have forfeited all rights, benefits and privileges
14 thereunder.

15 (9) The Commission shall promulgate rules and regulations for the implementation of
16 the nondiscrimination provisions of this Chapter.

17 (i) ~~(h)~~ The awarding authority may deduct from the amount payable to the contractor
18 or subcontractor by the City under any contract or property contract subject to this Chapter, or
19 may impose upon the contractor or subcontractor, a penalty of \$50 for each person for each
20 calendar day during which such person was discriminated against in violation of the provisions
21 of this Chapter. In addition to any other penalties provided for the violation of the
22 nondiscrimination provisions of this Chapter or for the failure of any contractor or
23 subcontractor to abide by the rules and regulations of the Commission, the contract, property
24 contract or subcontract may be terminated or suspended, in whole or in part, by the awarding
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1 authority upon the basis of a finding as set forth in Section 12B.2(h) (~~g~~) that the contractor has
2 discriminated contrary to the provisions of this Chapter, and all moneys due or to become due
3 hereunder may be forfeited to, and retained by, the City.

4 (i) (~~h~~) A breach of the nondiscrimination provisions in the performance of a contract,
5 property contract or subcontract shall be deemed by the City to be material breach of contract
6 and the basis for determination by the awarding authority that the contractor or subcontractor
7 is an irresponsible bidder as to all future contracts or property contracts for which such
8 contractor or subcontractor may submit bids. Such contractor or subcontractor shall not for a
9 period of up to two years thereafter, or until it shall establish and carry out a program in
10 conformity with the nondiscrimination provisions of this Chapter, be allowed to act as a
11 contractor or subcontractor under any contract or property contract.

12 (k) (~~j~~) Nothing contained in this Chapter shall be construed in any manner so as to
13 prevent the City from pursuing any other remedies that may be available at law, equity or
14 under any contract or property contract.

15 (l) (~~k~~) The contractor or subcontractor will meet the following standards for
16 compliance:

17 (1) If the contractor or subcontractor has been held to be an irresponsible bidder
18 under Section 12B.2(j) (~~i~~) hereof, the contractor or subcontractor shall furnish evidence that it
19 has established and is carrying out a program in conformity with the nondiscrimination
20 provisions of this Chapter.

21 (2) The contractor or subcontractor may be required to file with the Commission a
22 basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report
23 as determined by the Commission. Willful false statements made in such reports shall be
24 punishable as provided by law. No contractor or subcontractor shall be held in noncompliance
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1 for not filing such a report with the Commission unless it has been specifically required to do
2 so in writing by the Commission.

3 (3) Personally, or through its representatives, the contractor or subcontractor shall,
4 through negotiations with the unions with whom it has collective bargaining or other
5 agreements requiring the contractor or subcontractor to obtain or clear its employees through
6 the union, or when the contractor or subcontractor otherwise uses a union as an employment
7 resource, attempt to develop an agreement which will:

8 (A) Define and outline responsibilities for nondiscrimination in hiring, referral,
9 upgrading and training;

10 (B) Otherwise implement a nondiscrimination program in terms of the unions' specific
11 areas of skill and geography, such as an apprenticeship program, to the end that minority
12 workers will be available and given an equal opportunity for employment.

13 (4) The contractor or subcontractor shall notify the awarding authority of opposition to
14 the nondiscrimination provisions of a contract by individuals, firms or organizations during the
15 term of the contract.

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17 Section 2. The San Francisco Administrative Code is hereby amended by adding
18 Section 12C.01, to read as follows:

19

CHAPTER 12C

20

NONDISCRIMINATION IN BUSINESS ESTABLISHMENTS AND PUBLIC

21

ACCOMMODATIONS PROPERTY CONTRACTS

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SEC. 12C.01. SHORT TITLE.

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This Chapter shall be entitled "Nondiscrimination in Business Establishments and Public

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Accommodations."

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Section 3. The San Francisco Administrative Code is hereby amended by amending Section 12C.3, to read as follows:

SEC. 12C.3. NONDISCRIMINATION PROVISIONS.

Every contract and property contract entered into by any agency of the City shall incorporate by reference and require contractor to comply with the nondiscrimination provisions of Section 12C.3. In addition, all contractors must incorporate by reference in all subcontracts and require subcontractors to comply with the requirements of this Section 12C.3, and failure to do so shall constitute a material breach of contract.

In the performance of a contract, the contractor or subcontractor shall agree as follows:

(a) The contractor or subcontractor will not discriminate against any person seeking accommodations, advantages, facilities, privileges, services, or membership in the business, social or other establishment or organization operated by the contractor or subcontractor on the basis of the fact or perception of that person's race, color, creed, religion, national origin, ancestry, *place of birth*, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, AIDS/HIV status, weight, height, association with members of classes protected under this eChapter or in retaliation for opposition to any practices forbidden under this eChapter. Services provided by contractor or subcontractor to the public shall be provided regardless of disability of persons otherwise entitled to or qualified for such services.

(b) Should the contractor or subcontractor operate as a membership organization, the contractor or subcontractor will permit access to its membership records, rules, regulations and other pertinent data, by the City's awarding authority, or the Commission, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Chapter, and on request provide evidence that the contractor or subcontractor has complied or will

1 comply with the nondiscrimination provisions of this Chapter. The Director shall be the final
2 arbiter of a contractor's or subcontractor's compliance or substantial compliance with this
3 Chapter and the Director's determination shall not be appealable to the Commission.

4 (c) A San Francisco City contractor or subcontractor will not assist in the enforcement of
5 federal immigration law, including but not limited to, gathering or disseminating information
6 regarding the immigration status of any person seeking public accommodations, advantages, facilities,
7 privileges, services, or membership in the business, social or other establishment or organization
8 operated by the contractor or subcontractor, unless such assistance is required by applicable statutory
9 or decisional law or regulation. The prohibition set forth in this Section shall include, but is not limited
10 to:

11 (1) Assisting or cooperating with any Department of Homeland Security or Immigration and
12 Customs Enforcement (ICE) investigation, detention, or arrest procedures, public or clandestine,
13 relating to alleged violations of the applicable federal immigration laws.

14 (2) Assisting or cooperating with any investigation, surveillance or gathering of information
15 conducted by foreign governments, except for cooperation related to an alleged violation of City and
16 County, State or federal criminal laws.

17 (3) Requesting information about, or disseminating information regarding, the immigration
18 status of any individual, or conditioning the provision of services or benefits by the City and County of
19 San Francisco upon immigration status, except as required by City and County public assistance
20 criteria, applicable statutory or decisional law or regulation.

21 (4) Including on any application, questionnaire or interview form used in relation to
22 benefits, services or opportunities provided by the City and County of San Francisco any question
23 regarding immigration status other than those required by applicable statutory or decisional law or
24 regulation.

1 (5) Consistent with the severability clause set forth in Section 12B.6 below, the Board of
2 Supervisors intends that if a court or agency of competent jurisdiction finds that a federal law, rule or
3 regulation invalidates (1) the application of this Section to any business, person, type of compensation
4 or benefit, or location; or (2) any other requirement of this Section, then the court or agency should
5 sever the invalid clause and leave in effect the remainder of this Section.

6 (d) A contractor or subcontractor shall be deemed to have breached the
7 nondiscrimination provisions of this Chapter upon:

8 (1) A finding by the Director or such other official who may be designated by the
9 Commission, that contractor or subcontractor has willfully violated such nondiscrimination
10 provisions.

11 (2) Upon such finding by the Director or other official designated by the Commission,
12 the awarding authority shall notify the contractor or subcontractor that unless the contractor or
13 subcontractor demonstrates to the satisfaction of the Director or other official designated by
14 the Commission within such reasonable period as the Commission shall determine, that the
15 violation has been corrected, action will be taken as set forth in Section 12C.3(e) ~~(d)~~ and/or
16 Section 12C.3(h) ~~(g)~~.

17 (3) The Commission shall, within 10 days of the date of issuance of any findings by
18 the Director or other official designated by the Commission for the enforcement of this
19 Chapter, mail to any person or persons affected by said finding, a copy of said finding,
20 together with written notice of the right to appeal such finding. Notice of appeal must be filed
21 in writing with the Chairperson of the Commission within 20 days of the date of mailing said
22 copy and notice.

23 (4) For purposes of appeal proceedings under this Section, a quorum shall consist of
24 eight members of the Commission. The vote of the majority of the full Commission shall be
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1 necessary to affirm, reverse or modify such decisions, order or other action rendered
2 hereunder. Should a member of the Commission be designated under Section 12C.3(d) (~~e~~) (1)
3 of this Chapter, that Commissioner may not participate in an appeal under this Section except
4 as a witness.

5 (5) The presiding officer of the Commission shall have the power to administer oaths
6 to witnesses in appeals before the Commission under this Section. In the event that any
7 person shall fail or refuse to appear as a witness in any such proceeding after being
8 requested to do so, and if it shall appear to the Commission that his or her testimony, or
9 books, records, documents or other things under his or her control are material and relevant
10 as evidence in the matter under consideration by the Commission in the proceeding, the
11 presiding officer of the Commission may subpoena such person, requiring his or her presence
12 at the proceeding and requiring him or her to bring such books, records, documents or other
13 things under his or her control.

14 (6) All appeals to the Commission shall be open to the public. Records and minutes
15 shall be kept of such proceedings and shall be open to public inspection. Upon reaching a
16 decision in any appeal, the Commission shall give written notice thereof to the Director or
17 other official designated by the Commission, and the appellant or appellants. The decision of
18 the Commission shall be final unless within 15 days of the filing and service of written notice
19 thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party
20 to the contract, property contract or subcontract.

21 (7) If any contractor or subcontractor shall fail to appear at an appeal proceeding of
22 the Commission after having been given written notice to appear, such failure to appear shall
23 be grounds for termination of the contract, property contract or subcontract and such
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1 contractor or subcontractor shall be deemed to have forfeited all rights, benefits and privileges
2 thereunder.

3 (8) The Commission shall promulgate rules and regulations for the implementation of
4 the nondiscrimination provisions of this Chapter.

5 (e) ~~(d)~~ A breach of the nondiscrimination provisions in the performance of a contract,
6 property contract or subcontract shall be deemed by the City to be a material breach of
7 contract and the basis for determination by the awarding authority that the contractor or
8 subcontractor is an irresponsible contractor or subcontractor as to all future contracts or
9 property contracts for which such contractor or subcontractor may submit bids. Such
10 contractor or subcontractor shall not, for a period of up to two years thereafter, or until it shall
11 establish and carry out a program in conformity with the nondiscrimination provisions of this
12 Chapter, be allowed to act as a contractor or subcontractor under any contract or property
13 contract.

14 (f) ~~(e)~~ Nothing contained in this Chapter shall be construed in any manner so as to
15 prevent the City from pursuing any other remedies that may be available at law, equity or
16 under any contract or property contract.

17 (g) ~~(f)~~ The contractor or subcontractor will meet the following standards for
18 compliance:

19 (1) If the contractor or subcontractor has been held to be irresponsible under Section
20 12C.3(e) ~~(d)~~ hereof, the contractor or subcontractor shall furnish evidence that it has
21 established and is carrying out a program in conformity with the nondiscrimination provisions
22 of this Chapter.

23 (2) The contractor or subcontractor may be required to file with the Commission a
24 basic compliance report. ~~Wil~~ful false statements made in such reports shall be punishable as
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1 provided by law. No contractor or subcontractor shall be held in noncompliance for not filing
2 such a report with the Commission unless it has been specifically required to do so in writing
3 by the Commission.

4 ~~(h)~~ ~~(g)~~ The awarding authority may deduct from the amount payable to the contractor
5 or subcontractor by the City under any contract or property contract subject to this Chapter, or
6 may impose upon the contractor or subcontractor, a penalty of \$50 for each person for each
7 calendar day during which such person was discriminated against in violation of the provisions
8 of this Chapter. In addition to any other penalties provided for the violation of the
9 nondiscrimination provisions of this Chapter or for the failure of any contractor or
10 subcontractor to abide by the rules and regulations of the Commission, the contract, property
11 contract or subcontract may be terminated or suspended, in whole or in part, by the awarding
12 authority upon the basis of a finding as set forth in Section 12C.3~~(e)~~ ~~(d)~~ that the contractor or
13 subcontractor has discriminated contrary to the provisions of this Chapter, and all moneys due
14 or to become due hereunder may be forfeited to, and retained by, the City.

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APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Alicia Cabrera
Deputy City Attorney