



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

**LONDON N. BREED
MAYOR**

Sent via Electronic Mail

September 7, 2023

NOTICE OF CIVIL SERVICE COMMISSION MEETING

Sandra Zuniga
[REDACTED]

SUBJECT: REQUEST FOR A HEARING BY SANDRA ZUNIGA, FORMER MANAGER IV (0932) DEPARTMENT OF PUBLIC WORKS ON THEIR FUTURE EMPLOYMENT RESTRICTION WITH THE CITY AND COUNTY OF SAN FRANCISCO.

Dear Sandra Zuniga:

The above matter will be considered by the Civil Service Commission at a hybrid meeting (in-person and virtual) in Room 400, City Hall, 1 Dr. Goodlett Place, San Francisco, California 94102 and through Cisco WebEx to be held on **September 18, 2023, at 2:00 p.m.** You will receive a separate email invite from a Civil Service Commission staff member to join and participate in the meeting.

The agenda will be posted for your review on the Civil Service Commission's website at www.sf.gov/CivilService under "Meetings" no later than end of day on Wednesday, September 13, 2023. Please refer to the attached Notice for procedural and other information about Commission hearings. A copy of the department's staff report on your appeal is attached to this email.

In the event that you wish to submit any additional documents in support of your appeal, please submit **one hardcopy 3-hole punch, double-sided and numbered at the bottom of the page, to the CSC Office at 25 Van Ness Ave., Suite 720 and email a PDF version** to the Civil Service Commission's email at civilservice@sfgov.org by **5:00 p.m.** on **Tuesday, September 12, 2023**, please be sure to redact your submission for any confidential or sensitive information that is not relevant to your appeal (e.g., home addresses, home or cellular phone numbers, social security numbers, dates of birth, etc.), as it will be considered a public document.

Attendance by you or an authorized representative is recommended. Should you or a representative not attend, the Commission will rule on the information previously submitted and any testimony provided at its meeting. Where applicable, the Commission has the authority to uphold, increase, reduce, or modify any restrictions recommended by the department. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

You may contact me at (628) 652-1100 or at Sandra.Eng@sfgov.org if you have any questions.

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Attachment

Cc: Carol Isen, Department of Human Resources
Carla Short, Department of Public Works
Karen Hill, Department of Public Works
Sharee Nisha, Department of Public Works
Shawn Sherburne, Department of Human Resources
Anna Biasbas, Department of Human Resources
Paul Greene, Department of Human Resources
Lisa Pigula, Department of Human Resources
Peter Rosel, Department of Human Resources
Christine Cayabyab, Department of Public Works
Commission File
Commissioners' Binder
Chron

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (628) 652-1100. The fax number is (628) 652-1109. The email address is civilservice@sfgov.org and the web address is www.sfgov.org/civilservice/. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

B. Policy Requiring Written Reports

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

C. Policy on Written Submissions by Appellants

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4th) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original copy on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

D. Policy on Materials being Considered by the Commission

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at <https://sf.gov/civilservice> and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (628) 652-1100 and confirmed in writing or by fax at (628) 652-1109.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

F. Policy and Procedure on Hearing Items Out of Order

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

G. Procedure for Commission Hearings

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission.

Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

H. Policy on Audio Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at www.sfgov.org/civilservice/.

I. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the “Requests to Speak” portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended.

J. Public Comment and Due Process

During general public comment, members of the public sometimes wish to address the Civil Service Commission regarding matters that may come before the Commission in its capacity as an adjudicative body. The Commission does not restrict this use of general public comment. To protect the due process rights of parties to its adjudicative proceedings, however, the Commission will not consider, in connection with any adjudicative proceeding, statements made during general public comment. If members of the public have information that they believe to be relevant to a matter that will come before the Commission in its adjudicative capacity, they may wish to address the Commission during the public comment portion of that adjudicative proceeding. The Commission will not consider public comment in connection with an adjudicative proceeding without providing the parties an opportunity to respond.

K. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

Information on Disability Access

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (628) 652-1100 or email civilservice@sfgov.org to discuss meeting accessibility. In order to assist the City’s efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)


Government’s duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people’s business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people’s review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: soff@sfgov.org, or on the City’s website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <https://sfethics.org/>.

Notifications

Sandra Zuniga



Carol Isen – Human Resources Director, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: carol.isen@sfgov.org

Carla Short – Interim Director of San Francisco Public Works
49 South Van Ness Ave. 12th Floor
San Francisco, CA 94103
Email: Carla.Short@sfdpw.org

Karen Hill – Director of Human Resources, San Francisco Public Works
49 South Van Ness Ave. 12th Floor
San Francisco, CA 94103
Email: karen.hill@sfdpw.org

Sharee Nisha – Director of Employee & Labor Relations, San Francisco Public Works
49 South Van Ness Ave. 12th Floor
San Francisco, CA 94103
Email: sharee.nisha@sfdpw.org

Christine Cayabyab – Employee & Labor Relations Manager, San Francisco Public Works
49 South Van Ness Ave. 12th Floor
San Francisco, CA 94103
Email: Christine.cayabyab@sfdpw.org

Anna Biasbas – Director, Employment Services, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: anna.biasbas@sfgov.org

Shawn Sherburne – Assistant Director, Employment Services, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: shawn.sherburne@sfgov.org



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

Paul Greene – Client Services Consulting Manager, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: paul.greene@sfgov.org

Lisa Pigula – Client Services Consulting Manager, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: lisa.pigula@sfgov.org

Peter Rosel – Senior Human Resources Analyst, Department of Human Resources
1 South Van Ness
San Francisco, CA 94103
Email: peter.rosel@sfgov.org



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

MEMORANDUM

Date: August 28, 2023

To: Honorable Civil Service Commission

Through: Karen Hill, Human Resources Director
San Francisco Public Works

From: Sharee Nisha
Employee & Labor Relations Director
San Francisco Public Works

Subject: Appeal of Permanent Future Employability Restrictions by Sandra Zuniga, former 0932 Manager IV (Civil Service Register No.: 0180-20-7)

BACKGROUND

Sandra Zuniga (Appellant) is appealing the decision of San Francisco Public Works (Department) to impose a citywide future employment restriction for Appellant on August 07, 2020, upon her dismissal from her Permanent Civil Service (PCS) 0932 Manager IV position. The Appellant was dismissed for:

- (1) Violating the City's 2017 Policy on Family & Romantic Relationships at Work;
- (2) Unethical Conduct;
- (3) Dishonesty;
- (4) Violation of the San Francisco Campaign and Governmental Conduct Code; and
- (5) Failing to Report Improper or Criminal Activity.

Through an investigation conducted by the Office of the City Attorney (CAO) it was discovered that Appellant knowingly violated City laws and policies for more than ten years of her employment while being involved with former San Francisco Public Works Director, Mohammed Nuru (Nuru). By actively violating City laws and policies resulting in placement into higher classifications over a ten-year period, Appellant repeatedly failed to ensure fair and equitable employment in the public interest. On August 6, 2020, the Department issued a *Notice of Dismissal from Employment* with a *Notice of Future Employment Restrictions* to Appellant and dismissed her from her PCS 0932 Manager IV position effective August 07, 2020.

Appellant held several positions within the Department from May 27, 2008, to August 07, 2020. On May 27, 2008, Appellant was hired as a provisional (TPV) 2917 Program Support Analyst and then on August 13, 2010, she was appointed to a permanent (PCS) position in the same classification. On January 23, 2012, Appellant was appointed to a temporary exempt (TEX) 0932 Manager IV position, and then on December 09, 2013, she was appointed to a PCS 0932 position. On February 12, 2018, Appellant was appointed to a TEX 0932 Manager IV position again and then on November 04, 2019, became a permanent exempt (PEX) 0933 Manager V. On



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

June 11, 2020, Appellant was released from her PEX 0933 classification and reverted to her PCS 0932 Manager IV position. She was subsequently released from her 0932 Manager IV position effective August 07, 2020, with a permanent Citywide future employment restriction.

In accordance with the Civil Service Rules, the Department submits this staff report for the Civil Service Commission's review and consideration.

ISSUE

On August 26, 2020, Appellant sent a request to appeal to the Civil Service Commission (CSC). Is it reasonable to permanently preclude Appellant from future employment with the Department and the City.

AUTHORITY AND STANDARDS

The Department's procedure of dismissal of permanent employees is governed by the Civil Service Commission Rule 114 (**Exhibit A**) and Civil Service Commission Rule 122 (**Exhibit B**) as set forth below:

Sec. 114.2 Permanent Appointment – Definition

A permanent appointment is an appointment made as a result of certification from an eligible list to a permanent position.

122.7.1 Dismissal of Permanent Employee

A permanent employee who has completed the probationary period may be dismissed for cause upon written charges and after having an opportunity to be heard in her/his own defense.

Pursuant to Civil Service Commission Rule 122, Article I, persons who are terminated from employment with restrictions placed on their future employment may appeal those restrictions to the Civil Service Commission (CSC) for review.

The Appellant must comply with all policies and rules contained in the CCSF Employee Handbook, San Francisco City Charter Campaign and Governmental Conduct Code, and Civil Service Commission as set forth below:

City and County of San Francisco Employee Handbook (Exhibit C)

- Ethical Obligation to Disclose Romantic Relationships and Avoid Appearances of Favoritism p.45
- Duty to report Improper or Criminal Activity on the Job p.47

Civil Service Commission Memorandum CSC No. 2017 – 01 (Exhibit D)

- 2017 Policy on Family and Romantic Relationships at Work



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

Civil Service Commission Memorandum CSC No. 2014 –10 (Exhibit E)

- 2014 Policy and Guidelines regarding Future Employment Restrictions under Civil Service Rule Series 022

San Francisco City Charter Campaign and Governmental Conduct Code (Exhibit F)

- City law prohibits bribery. C&GCC § 2.16 (a)
- City law prohibits gifts and loans from subordinates. C&GCC § 2.16 (c)
- City law prohibits employees from participating in employment actions involving a relative. C&GCC § 2.12 (a)
- City law requires employees to disclose publicly a “personal....relationship...” C&GCC § 2.14 (a)

FINDINGS

On February 11, 2020, the City placed Appellant on paid administrative leave and on March 14, 2020, the Department extended Appellant’s leave for an additional 14 days.

On June 08, 2020, the Federal Bureau of Investigation (FBI) publicly released a criminal complaint against Appellant. The FBI stated there was probable cause to believe Appellant was engaged in activity with former San Francisco Public Works Director, Mohammed Nuru, to launder proceeds from honest services. **(Exhibit G)**

On June 11, 2020, Appellant was released from her PEX 0933 position and reverted to her PCS 0932 Manager IV position.

On June 15, 2020, the CAO issued the findings from its investigation on Appellant’s conduct. The evidence supports the conclusion that Appellant continuously violated City policies from the beginning of her employment with the Department. **(Exhibit H)**

On July 02, 2020, the Department issued a *Notice of Proposed Termination of Employment with the City and County of San Francisco and Skelly Hearing* from Appellant’s PCS 0932 Manager IV position for violating multiple City laws and policies. **(Exhibit I)**

On July 24, 2020, the Skelly Officer issued their decision and recommended the Department uphold the decision to dismiss Appellant from her PCS 0932 Manager IV position. **(Exhibit J)**

On August 7, 2020, the Department dismissed Appellant from her PCS 0932 Manager IV position with a permanent future employment restriction for violating multiple City laws and policies. **(Exhibit K)**

DISCUSSION AND ANALYSIS



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

Appellant violated the CCSF Employee Handbook – Policy on Conflicts of Interest and Ethical Obligations, Policy on Political Activity, and Policy on If You Suspect Improper or Criminal Activity on the Job. Appellant violated the CSC Memorandum – Policy on Family and Romantic Relationships at Work. Appellant also violated the San Francisco City Charter Campaign and Governmental Conduct Code Article I – Lobbying and Article II – Conduct of Government Officials and Employees. Appellant was released due to the following five (5) charges:

Charge 1: Violation of the City's 2017 Policy on Family and Romantic Relationships at Work (Exhibit D)

The City's 2017 Policy on Family and Romantic Relationships at Work provides that romantic relationships between supervisors and subordinates "may raise issues of conflict of interest, abuse of authority, or favoritism." The Policy requires disclosure of the relationship by both parties to the relationship (supervisor and subordinate) and prohibits employees from participating in employment decisions related to their romantic partners. Appellant admitted that Appellant knew about the policy and discussed it with Mohammed Nuru, former Director of San Francisco Public Works, when it was announced. Appellant received training on City Ethics rules, including specifically this policy, and knew that Nuru's decisions related to Appellant's employment violated City policy. Appellant admitted that Appellant did not disclose the improper relationship she had with Nuru to Human Resources and was in direct violation of the policy. Appellant denied the relationship existed in 2013 and failed to correct the false denial of the relationship to Human Resources in 2013. Appellant's false denial in 2013 also influenced City investigators to dismiss two subsequent complaints about Appellant's romantic relationship with Nuru in 2016. Appellant continued to benefit from Nuru's involvement in decisions about her employment after the policy went into effect in 2017. The Department established that Appellant violated the City's 2017 Policy on Family and Romantic Relationships at Work.

Charge 2: Unethical Conduct (Exhibit L)

In March 2020, Appellant admitted to the City that Appellant was "Girlfriend 1" quoted in the federal complaint against Nuru, and that the statements attributed to Girlfriend 1 were made by Appellant and accurately transcribed. The transcripts of the taped conversations between Appellant and Nuru showed that Appellant knew Nuru had accepted gifts from individuals with projects before the Department or other City agencies in exchange for Nuru's help with those projects. Further, between 2008 and December 2019, Nuru regularly participated in decisions about Appellant's employment, including: evaluating performance, approving performance evaluations, granting Appellant salary increases and promotions within and outside of the City's competitive civil service process, approving requests for leave to accept promotive appointments, and approving expense reimbursement requests. The City's 2017 Policy on Family and Romantic Relationships at Work encompasses requirements that, prior to its adoption in 2017, existed by virtue of the San Francisco Charter, the Employee Handbook, and the Campaign and Governmental Conduct Code, including prohibiting a supervisor from participating in employment decisions involving a person with whom they have a romantic relationship. Between 2008 and December 2019, Appellant did not disclose her romantic relationship with Nuru. In failing to disclose the romantic relationship with Nuru and allowing Nuru to continue to make or participate in employment decisions that benefited Appellant, she failed in her duty as a manager to avoid the



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

appearance of favoritism in the workplace. Thus, the City's investigation found that Appellant violated basic public integrity policies and principles, which undermined employee morale and public confidence in the City's merit system.

Charge 3: Dishonesty

In May 2013, Appellant was interviewed in response to a whistleblower complaint alleging unfairness in the hiring process for a position for which Appellant was later selected. Appellant was dishonest to the City when Appellant told them Appellant was not in a personal relationship with Nuru, only that of an employee and supervisor relationship. Because Appellant actively concealed the relationship in 2013, it is not plausible that Appellant did not believe the relationship needed to be reported, particularly given her training and awareness of the City's 2017 Policy on Family and Romantic Relationships at Work. In 2015 and 2017, Appellant completed training on workplace harassment, which covered the City's Dating and Conflicts of Interest Guidelines, and the City's 2017 Policy on Family and Romantic Relationships at Work, respectively. On March 16, 2017, and in September 2017, Appellant received a department-wide email from the General Services Agency, Human Resources team, informing Appellant of the requirements of the City's 2017 Policy on Family and Romantic Relationships at Work. Thus, the investigation established that Appellant was aware of the policy requirements and that Appellant was dishonest in the March 2020 investigatory interview where she stated that she did not believe she needed to report the relationship. Moreover, the investigation established that Appellant was dishonest during her March 2020 investigatory interview when Appellant minimized her understanding of Nuru's corruption. The words and phrases Appellant used in recorded conversations demonstrated Appellant was paying attention and was aware at that time that Nuru was engaged in improper conduct.

Charge 4: Violation of the San Francisco Campaign and Governmental Conduct Code (Exhibit F)

City law prohibits, in pertinent part: (1) bribery, including accepting any gift to a City employee with the "intent that the City officer or employee will be influenced thereby in the performance of any official act" (C&GCC § 3.216.(a)); (2) gifts and loans from subordinates (C&GCC § 3.216.(c)); (3) employees from participating in employment actions involving a relative (C&GCC § 3.212.(a)); and (4) knowingly and intentionally assisting, or otherwise aiding or abetting any other person in violating the Campaign and Governmental Conduct Code, Chapter 2. (C&GCC § 3.236.) City law also requires employees (5) to disclose publicly a "personal... relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee whereas a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned." (C&GCC § 3.214.(a)); and (6) in "Disclosure Category 1" to disclose all income, including gifts. (C&GCC § 3.1.107.) The Statements of Incompatible Activities for both the Department and the Mayor's Office explicitly require employees to comply with the Campaign and Governmental Conduct Code.

The City established that Appellant knew that Nuru was accepting gifts from a developer in exchange for help with projects in San Francisco, which is prohibited by City law. Appellant did not tell Nuru that he should not accept the gifts; rather, Appellant warned him not to talk too much, as "that's what's gonna get [him] in the end." Appellant also admitted to travelling extensively with Nuru, including on two international trips with



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

individuals who regularly do business with the City. On one such trip, Appellant accepted a gift – a \$200 helicopter ride over Iguazu Falls – from a City contractor that Appellant failed to disclose as required by C&GCC § 3.1.107. Appellant also admitted that Nuru arranged for contractors to make improvements to Appellant's home, and that despite her claims of suspicion about his source of income, Appellant continued to accept money from Nuru each month to cover half the expenses on Appellant's house in Stonyford. Appellant offered Nuru \$25,000, which he accepted. It is a violation of City and State law for an employee to accept a loan from any employee under his supervision. C&GCC § 3.216.(c). The investigation found that Appellant's romantic relationship with Nuru – subordinate and supervisor – led Appellant to mingle finances in violation of City law. By concealing her relationship, Appellant violated the Campaign and Governmental Conduct Code Sections 214. (a) and (c), and aided and abetted Nuru's violation of the Campaign and Governmental Conduct Code Sections 216. (a) and (c).

Charge 5: Failure to Report Improper or Criminal Activity (Exhibit M)

As a City employee, Appellant had a duty to report any incidents of improper or illegal activity involving the Department or another City department. Employees have multiple avenues for reporting such activity and can remain anonymous. In March 2020, Appellant admitted to the City that Appellant was suspicious that Nuru was engaged in improper activities, warned Nuru to stop talking about those activities, and while Appellant claimed Appellant considered reporting Nuru to the Ethics Commission, Appellant did not do so. Thus, the Department established that Appellant repeatedly failed to fulfill this affirmative duty.

The Department is committed to maintaining a workplace free of improper and/or illegal activity with the expectation that their employees adhere to City laws. Appellant has demonstrated behaviors over a decade of multiple instances of violating and breaking the Department's and the City's policies and laws governing the workplace.

Criminal Convictions – Money Laundering

Mohammed, former Director of San Francisco Public Works, admitted that in or about 2010 he bought a 10-acre lot in Colusa County and developed it into his vacation ranch with free labor and materials provided by City contractors seeking favors from him. Nuru admitted he also used the proceeds of his crimes to pay the mortgage. To conceal and launder the source of the proceeds, Nuru stated he funneled the money through Appellant who made the monthly \$1,000 mortgage payments out of her checking account. Nuru admitted that from 2014 through August 2017, he typically gave Appellant approximately \$1,000 per month, generally in cash, and she deposited the money into her bank account. She then made the \$1,000 payment towards the mortgage. In this way, Appellant paid at least \$42,000 of the mortgage. Appellant was charged and pleaded guilty in March 2021 to engaging in a conspiracy to launder money with Nuru.

An article in the San Francisco Chronicle stated that the San Francisco Employees' Retirement System said in an email that Appellant is not receiving pension payments, and that the contributions she made to the retirement system were refunded to her on October 31, 2020. **(Exhibit N)**

CONCLUSION



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

For reasons mentioned herein, the evaluation to place a future employment restriction is justified and necessary. The totality of Appellant's egregious misconduct and the seriousness of Appellant's unethical conduct merits a permanent ban on future employability with the City. Appellant has marred the Department's reputation by using her position with the City for personal gain, in turn affecting the level of public trust in the City. This employment restriction will assure that Appellant will not have an opportunity to return to employment with the City and continue her cycle of misconduct in violation of the City's policies and laws.

Appellant has exhibited characteristics showing that she is not capable of being a City employee who carries with her an obligation to adhere to the highest level of ethical standards. Appellant has demonstrated over a period of ten years that she is not able to adhere to these standards. Appellant was knowledgeable about the City's obligation to adhere to the highest level of ethical standards but continued in incessant violation of this obligation. Appellant has repeatedly misused sources provided by the City for personal gain, and repeatedly failed to report any improper or criminal activity over the years of her employment with the Department. Appellant has continuously exhibited inappropriate workplace behavior and lacked integrity as a City employee. Upholding the Department's request to permanently restrict Appellant from future citywide employment will prevent Appellant from future violations of City's policies and laws. The City's 2014 Policy and Guidelines regarding Future Employment Restrictions provides that the City is obligated to review the circumstances of any negative separation to determine whether it would be appropriate to restrict a former employee's future employment with the City. The Department has performed its obligation to thoroughly review Appellant's future employment restrictions and respectfully determines that a permanent future employment restriction is appropriate based on Appellant's conduct.

RECOMMENDATION

For the reasons listed above, San Francisco Public Works respectfully requests that the Civil Service Commission uphold the Department's decision to permanently restrict Appellant from future employment with the City and deny the appeal.

EXHIBITS

- Exhibit A: Civil Service Rule 114, Pages 12 - 41
- Exhibit B: Civil Service Rule 122, Pages 42 - 59
- Exhibit C: CCSF Employee Handbook, Pages 60 - 118
- Exhibit D: Policy on Family and Romantic Relationships at Work, Pages 119 - 124
- Exhibit E: Policy and Guidelines regarding Future Employment Restrictions, Pages 125 - 132
- Exhibit F: CCSF Campaign and Government Conduct Code, Pages 133 - 137
- Exhibit G: FBI Criminal Complaint, Pages 138 - 217
- Exhibit H: CAO EE Investigative Report, Pages 218 - 239



Carla Short, Interim Director | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

- Exhibit I: Notice of Proposed Termination of Employment CCSF and Skelly Hearing, Pages 240 - 279
- Exhibit J: Skelly Decision, Pages 280 - 284
- Exhibit K: Separation Report and Future Employment Restriction, Pages 285 - 296
- Exhibit L: CCSF EE Handbook - Conflicts of Interest and Ethical Obligations, Pages 297 - 299
- Exhibit M: CCSF EE Handbook – If You Suspect Improper or Criminal Activity on the Job, Pages 300 - 301
- Exhibit N: San Francisco Chronicle Article, Pages 302 - 310
- Exhibit O: CSC Letter dated August 26, 2020 – Register No: 0180-20-7, Pages 311 - 318

Exhibit A

Rule 114

Appointments

Article I: General Provisions

Applicability: Article I, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Article II: Appointment by Reinstatement

Applicability: Article IV, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Article III: Reappointment

Applicability: Article V, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Article IV: Appointment by Transfer

Applicability: Article VI, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Article V: Employment in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I

Applicability: Article VII, Rule 114, shall apply only to employees in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I.

Article VI: Exempt Appointment

Applicability: Article VIII, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Article VII: Director of Elections

Applicability: Article IX, Rule 114, shall apply to the Director of Elections as provided for in Charter Section 13.104.

Rule 114

Appointments

Article I: General Provisions

Applicability: Article I, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 114.1 **Appointment - General Provisions**

114.1.1 **Report of Appointment**

Except with the permission of the Human Resources Director, all appointments shall be reported by the appointing officer to the Department of Human Resources on the prescribed form prior to the appointee's starting date of employment.

114.1.2 **Validation of Appointment**

No appointee may begin working except with permission of the Human Resources Director until the appointing officer has received official notice of validation of appointment from the Department of Human Resources.

114.1.3 **Finality of Appointing Officer's Decision**

Except as otherwise provided in these Rules, ordinances, or the Charter, the decision of the appointing officer in all matters regarding appointment shall be final.

Sec. 114.2 **Permanent Appointment - Definition**

A permanent appointment is an appointment made as a result of certification from an eligible list to a permanent position.

Sec. 114.3 **Method of Appointment - Permanent Appointment**

Permanent appointments shall be made in the following order of priority:

114.3.1 by the return to duty of a permanent holdover;

114.3.2 by the reinstatement of a promotive probationary employee consistent with the provisions in the Reinstatement Rule governing such employees;

Sec. 114.3 **Method of Appointment - Permanent Appointment (cont.)**

114.3.3 by the appointing officer through use of any one of the following options:

- 1) advancement of a part-time or school-term employee to full-time status consistent with the requirements found elsewhere in this Rule; or
- 2) transfer; or
- 3) from requests for reinstatement other than by the reinstatement of a promotive probationary employee consistent with the provisions in the Reinstatement Rule governing such employees; or
- 4) by reappointment following resignation; or
- 5) by certification by the Department of Human Resources of eligibles from a regular list or reemployment register.

114.3.4 Exercise of one option will preclude the use of any other method of appointment except as a result of any settlement arising following an appeal or other litigation. Departments may also fill permanent vacancies through internal reassignment of permanent employees consistent with departmental procedures. Such reassignments are not within the jurisdiction of the Civil Service Commission or the Department of Human Resources except as specifically provided elsewhere in these Rules.

Sec. 114.4 **Temporary Appointment**

114.4.1 Temporary appointment shall be one of the following:

- 1) An appointment from an eligible list to a temporary position. Such appointment is time limited to a maximum duration of the hourly equivalent of 130 working days based on the regular daily work schedule of the employee, and in no case may the maximum exceed 1040 hours; or
- 2) An appointment from an eligible list to a temporary position established to perform a special project or investigation. The establishment of such position shall require the express approval of the Human Resources Director. It must be readily foreseeable that the duties and responsibilities and products must be completed by the time limit of a maximum of the hourly equivalent of 260 working days based on the regular daily work schedule of the employee, and in no case may the maximum exceed 2080 hours.

Sec 114.4 Temporary Appointment (cont.)**114.4.1 (cont.)**

3) When no eligible list exists or no eligible is available on an existing eligible list for a position in the class requisitioned by an appointing officer, and immediate service in the position is required by the appointing officer and another eligible list exists which is deemed by the Human Resources Director to be suitable to provide temporarily the service desired, the Human Resources Director shall certify for civil service temporary appointment an eligible from such eligible list.

114.4.2 Expiration of Temporary Appointment

1) Upon expiration of the maximum allowable time period or upon expiration of the appointee's temporary position, temporary appointees shall be separated as provided below.

2) Temporary appointees so separated shall be returned to the eligible list from which appointed if such list has not expired.

3) Temporary appointees returned to the eligible list or to the holdover roster shall be immediately available for certification to temporary positions:

- under another appointing officer; or
- to the same appointing officer to another position with the express approval of the Human Resources Director.

In the case of represented classes, the Human Resources Director shall provide prior notification to the appropriate bargaining representative of intention to authorize such immediate certification and shall, upon request, meet and confer concerning the proposed certification.

4) For employees represented by the Transport Workers Union, Locals 200 and 250A temporary appointees, except those appointed from a "near list", whose list has expired shall be ranked on the holdover roster for the class.

114.4.3 Layoff due to lack of work or lack of funds or termination shall be as provided elsewhere in these Rules.

Sec. 114.5 Provisional Appointment

- 114.5.1** Provisional appointment shall be an appointment to a permanent or temporary position when there is no available eligible.
- 1) Except with the express approval of the Human Resources Director, when an eligible list is adopted, all provisional appointments in the affected class shall expire.
- 2) Except with the express approval of the Human Resources Director, when an eligible list is adopted, all provisional appointments in the affected class shall expire.
- 114.5.2** Provisional appointments may be extended with the approval of the Human Resources Director for additional periods of time not to exceed, for each extension, the time limitations specified above.
- 114.5.3** Provisional appointees serve at the discretion of the appointing officer.
- 114.5.4** Provisional appointees shall be separated as provided below at the expiration of the maximum allowable time or upon expiration of the appointee's temporary position.
- 114.5.5** The Human Resources Director shall promulgate policies and procedures for making provisional appointments which shall include provisions that appointments shall be made on the basis of a combination of merit factors, equal employment opportunity and, if promotive, consideration of performance appraisal ratings and seniority.
- 114.5.6** Layoff of provisional appointees due to lack of work, lack of funds or termination shall be as provided elsewhere in these Rules.
- 114.5.7** A civil service appointee who is laid off, terminated or who resigns from a provisional appointment shall return to the appointee's permanent position.
- 114.5.8** A provisional appointee resigning from employment shall complete the prescribed resignation form.
- 114.5.9** Provisional appointees shall acquire, by virtue of serving under provisional appointment, no right or preference for permanent appointment.

Sec. 114.5 **Provisional Appointment (cont.)****114.5.10** **Restrictions on Provisional Appointment**

As provided in Charter Sections 10.105 and 18.110:

- 1) Provisional appointments for civil service positions for which no eligible list exists shall not exceed three (3) years.
- 2) Provisional appointments may only be renewed beyond three (3) years with the approval of the Board of Supervisors and upon certification by the Human Resources Director that for reasons beyond his or her control the Department of Human Resources has been unable to conduct examinations for these positions.
- 3) Unless provisional appointments are renewed as provided in this section or are transitioned to regular civil service appointment through either the competitive examination process or as provided in Charter Section 18.110, provisional employees appointed before July 1, 1996 shall be laid off by June 30, 1999.

114.5.11 **Provisional Appointees**

Provisional appointees shall acquire, by virtue of serving under provisional appointment, no right or preference for permanent appointment.

Sec. 114.6 **Advancement from Part-Time or School-Term Position to Full-Time**

After one (1) year of continuous permanent satisfactory service in a part-time or school-term only position, the senior appointee in a class in the department may be advanced by the appointing officer to a full-time position. Such advancement from a school-term only position shall not require that a new probationary period be served. Advancement from a part-time position shall require a new probationary period.

Sec. 114.7 **Separation of Temporary and Provisional Appointees Upon Expiration of Term of Employment**

114.7.1 No temporary or provisional appointment shall exceed the maximum allowable duration provided in these Rules, and upon expiration of that period of time, the appointee shall be separated from the position.

114.7.2 The appointee's separation shall be based upon the expiration of the maximum allowable duration or upon expiration of the appointee's temporary position. Such separation shall be without reference to the layoff or termination provisions of these Rules. The appointee shall be notified in writing:

- 1) at the time of appointment as to the duration of such appointment; and
- 2) at least ten (10) working days in advance of the final date.

Rule 114

Appointments

Article II: Appointment by Reinstatement

Applicability: Article IV, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 114.8 **Reinstatement**

- 114.8.1** A permanent employee who accepts permanent appointment to a position in another class shall be permanently separated from any former position, with the following exception: the employee may be reinstated to a vacant position in any former class in which the probationary period had been completed upon the employee's written request on the prescribed form and with the approval of the appointing officers in both the present department and the former department or the department(s) to which reinstatement is requested. A copy of the approved form(s) must be filed with the Department of Human Resources.
- 114.8.2** An employee serving a promotive probationary period shall be reinstated to a vacant position in any former class in which the probationary period had been completed upon the employee's written request on the prescribed form and with the approval of the Human Resources Director.
- 1) A request for reinstatement under this section shall not extend the probationary period or infringe upon an appointing officer's authority to terminate an employee.
 - 2) An approved request for reinstatement shall remain in effect until the employee is either reinstated, separated, refuses an offer of reinstatement, or such a request is canceled by the Human Resources Director.
 - 3) Separation of the employee shall nullify all requests for reinstatement approved under this section.
 - 4) The employee shall receive one (1) offer of reinstatement. Failure to accept a reinstatement offer shall forfeit all rights to reinstatement under this section.
 - 5) A reinstatement under this section shall be under the Rule of One procedures as adopted by the Civil Service Commission.
 - 6) If more than one (1) request for reinstatement under this section is on file, the person with the greater seniority in the class to which reinstatement is requested shall be reinstated first.

Sec. 114.8 **Reinstatement (cont.)**

114.8.3 Reinstatement to a position in a former class and department shall be with former civil service seniority standing in that department and no probationary period shall be required.

114.8.4 Reinstatement to a position in a former class in another department shall require a new civil service seniority date in that department from the date of such reinstatement and shall require a new probationary period.

Sec. 114.9 **Reinstatement Following Transfer**

An appointment by transfer shall cancel all rights to the position from which transferred except that, prior to the completion of the probationary period, a transferee may request reinstatement to a vacancy in a position in the same class and department from which transferred in accordance with the procedures established in this Rule.

Sec. 114.10 **Restrictions on Reinstatement**

Appointments by reinstatement are subject to the appointment provisions found elsewhere in this Rule.

Rule 114

Appointments

Article III: Reappointment

Applicability: Article V, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 114.11 Reappointment after Resignation

114.11.1 A permanent appointee who has completed the probationary period who resigns and whose services have been certified as satisfactory by the appointing officer, or except as otherwise ordered by the Commission in the case of services certified as unsatisfactory, shall be permanently separated from such appointment except as follows:

114.11.2 Upon request on the prescribed form within a four (4) year period after the effective date of the resignation, the resignee with the approval of an appointing officer may be appointed ahead of eligibles to a vacancy in a permanent position in the class from which resigned in any department.

114.11.3 A separate request must be filed with each department to which reappointment is desired. An approved copy of the reappointment form(s) must be filed with the Department of Human Resources.

114.11.4 If a vacancy does not exist in the class from which resigned from City and County service, or, if otherwise approved by the Human Resources Director, subject to appeal to the Civil Service Commission, a resignee may re-enter the service to a vacancy in any former class in which the probationary period had been completed in any department with the approval of the appointing officer.

114.11.5 When reappointed, the resignee shall enter the service as a new appointee with no rights based on prior service except such as may be specifically provided elsewhere in these Rules, in the Vacation, Sick Leave and any other Ordinances as appropriate, and in the examination procedures with respect to credit for prior City and County service.

Sec. 114.12 Restrictions on Reappointment

Reappointments are subject to the appointment provisions found elsewhere in this Rule.

Rule 114

Appointments

Article IV: Appointment by Transfer

Applicability: Article VI, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 114.13 Transfer - General

- 114.13.1** A transfer of a permanent appointee who has completed the probationary period to a position in the same class under another appointing officer shall be requested on the form prescribed by the Human Resources Director.
- 114.13.2** A properly completed transfer form approved by the appointing officer or designee of the department to which transfer is requested shall be filed in the requested department. A copy of the approved form shall be filed with the Department of Human Resources and in the employee's current department within two (2) business days of approval.
- 114.13.3** Appointees accepting a new appointment by transfer shall give a minimum period of notice prior to separation from their current department of fifteen (15) working days, unless the current department approves a shorter period of notice.
- 114.13.4** Appointments by transfer are subject to the appointment and probationary provisions of these Rules.
- 114.13.5** Appointment by transfer will cancel all other transfer requests which have been filed.

Sec. 114.14 Transfer from Position Not Full-Time

A permanent appointee to a part-time position or a position not full time on an annual basis and who serves under such appointment continuously for one (1) year, may request transfer to a regular full-time position in accordance with the provisions of this Rule.

Sec. 114.15 Transfers Occasioned by Reduction of Force Due to Technological Advances, Automation, or the Installation of New Equipment

Permanent civil service employees who have completed their probationary period and who are subject to layoff because of technological advances, automation, the installation of new equipment, or the transfer of functions to another jurisdiction may submit a request to the Human Resources Director for transfer to a position within their capacities to perform, whether or not within the class for which they qualified for appointment. Such request for transfer shall be subject to the following:

- 114.15.1** Request for transfer shall be submitted on the form prescribed by the Human Resources Director and shall be approved by the appointing officer or designee of the department to which transfer is requested.
- 114.15.2** The position to which transfer is requested shall not be to a class with more than a five percent (5%) increase in compensation.
- 114.15.3** The Human Resources Director may administer any examinations which, in the judgment of the Human Resources Director, are deemed advisable to test the capacity of the employee to perform the duties in the position to which transfer is requested, unless the transfer is to a position in the same class or a closely related class.
- 114.15.4** Employees so transferred, who are not suited to the position, may be given an opportunity for further transfer to other positions within their capacities to perform.
- 114.15.5** In the event of layoff of an appointee who occupies a position through transfer under the provisions of this section, such layoff shall be in accordance with the applicable provisions of the Layoff Rule. Seniority shall be calculated from the date of certification in the class from which transferred.
- 114.15.6** Employees transferred under the provisions of this section may request reinstatement to the former class in accordance with the Reinstatement Rule.
- 114.15.7** In the event that more than one (1) approved transfer to the same class is on file in the Department of Human Resources, preference shall be given to the appointee who has the longest service under civil service permanent appointment in the class from which layoff is to be made.
- 114.15.8** An appointee transferred under the provisions of this section shall serve a probationary period in the new class.

Sec. 114.16 Transfers Occasioned by the Transfer of Functions from One Department to Another

- 114.16.1** When, in accordance with Charter provisions, part of the functions and duties of any department are transferred to another department, the employees performing such functions and duties shall be transferred therewith.
- 114.16.2** Such employees shall retain in their new department the same salary and civil service seniority status as they had in the department from which transferred.
- 114.16.3** Employees transferred in accordance with this Rule shall not be required to serve a new probationary period.

Sec. 114.17 Limited-Term Transfer**114.17.1 Definition**

The transfer of a permanent appointee to a vacant position in the same class under another appointing officer for a specified duration of time may be approved by the appointing officers of both departments and the Human Resources Director and shall be known as a "limited-term transfer."

114.17.2 Purpose

The purpose of a limited-term transfer is to more efficiently utilize and exchange human resources among the departments of the City and County; to allow employees exposure and training in other departments; and to provide a mechanism for reducing staffing levels during slow periods or periods of fiscal emergency and to temporarily increase staffing during peak work periods.

114.17.3 Types of Limited-Term Transfers

1) Voluntary: A limited-term transfer may be initiated on the written request of an employee on the form prescribed by the Human Resources Director. Upon receipt of a written request from an employee and no less than fifteen (15) working days prior to implementation, the designated union of the employee shall be provided written notice. The union shall have five (5) working days from the date of the notice to request a meeting with the appointing officer/designee. Within five (5) working days from the date of the union request, a meeting shall be held. If the union is unavailable to meet within the five (5) working days following the request to meet, the unavailability of the union shall constitute a waiver of the right to meet. Unavailability of the appointing officer/designee shall constitute an extension of the timelines. The timelines may also be extended through mutual written agreement.

Sec. 114.17 Limited-Term Transfer (cont.)

2) **Mandatory:** A permanent or probationary employee may be transferred by the employee's appointing officer for a specified period up to a maximum of six (6) months in any calendar year to a position in the same class under another appointing officer. Such transfers shall be made by class in reverse order of seniority in the class in the department after all permanent and probationary employees in the class have been canvassed and all more senior employees have been notified and have waived the right to request a voluntary limited-term transfer. The employee shall receive at least five (5) working days written notice in advance of the effective date of the transfer and shall be given an opportunity, if requested, to meet and confer with the appointing officer/designee and the designated union representative. No permanent employee shall be placed on mandatory limited-term transfer if there are temporary or provisional employees in the same class in the department from which the transfer originates.

114.17.4 Expiration and Extension

- 1) Limited-term transfers will remain in force for the period specified unless abridgment is approved by both appointing officers.
- 2) Voluntary limited-term transfers may be extended for additional periods of time with the approval of the employee, the appointing officer and the Human Resources Director.
- 3) Upon expiration of the period of the transfer, the transferee shall be automatically reinstated to a permanent position in the class and department from which transferred.

114.17.5 Probationary Period

- 1) A limited-term transferee shall not serve a new probationary period; however, notwithstanding any other provision of these Rules, with the approval of the appointing officer in the department to which transferred, the time served during a limited-term transfer, or a portion thereof, may be counted toward the completion of the probationary period if the transferee requests and is granted a permanent transfer and commences a probationary period in the new department.
- 2) An appointee who is transferred under the provisions of this Rule while serving a probationary period in the department from which transferred shall complete the probationary period upon reinstatement to the original department; however, an appointing officer may, notwithstanding any other provision of these Rules, credit the time served during a limited-term transfer or a portion thereof toward the completion of the probationary period in the original department.

Sec. 114.17 Limited-Term Transfer (cont.)**114.17.6 Disciplinary Action**

A limited-term transferee is an appointee in the department to which transferred during the period of the transfer for the purpose of disciplinary action.

114.17.7 Temporary Positions

Limited-term transfers which are not made to permanent positions may be made to positions which are funded on a temporary basis with the certification of the Controller that funds for the payment of mandatory fringe benefits are available in the department to which transferred. Appointees so transferred retain all the rights and benefits of permanent appointees.

114.17.8 Seniority

Appointees returning to their original departments following a limited-term transfer are reinstated with full seniority. No deduction from seniority in the original department shall be made for any period of limited-term transfer.

114.17.9 Layoff

An appointee who is laid off while on a limited-term transfer shall be automatically reinstated to a permanent position in the class in the department from which transferred.

Rule 114

Appointments

Article V: Employment in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I

Applicability: Article VII, Rule 114, shall apply only to employees in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I.

Sec. 114.18 Preemption of Certain Civil Service Commission Rules

Notwithstanding any other provisions of these Rules, employment in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be administered as provided in this Rule.

Sec. 114.19 Probationary Period for Deputy Sheriff I (Job Code 8302)

- 114.19.1** Appointees in Deputy Sheriff I (Job Code 8302) shall serve a probationary period, consistent with any valid Memorandum of Understanding and as provided elsewhere in these Rules.
- 114.19.2** Consistent with any valid Memorandum of Understanding covering this class, appointees in Class 8302 Deputy Sheriff I may be released by the Sheriff at any time during the probationary period. The decision of the Sheriff shall be final.
- 114.19.3** The probationary period for an appointee in Class 8302 Deputy Sheriff I shall be extended only for unpaid authorized or unauthorized absences from work, absences due to disciplinary reasons, sick leave or disability leaves.

Sec. 114.20 Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff

- 114.20.1** Subject to the successful completion of the probationary period and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director, the Sheriff shall have the authority to advance appointees in Class 8302 Deputy Sheriff I to a permanent entrance appointment in Class 8304 Deputy Sheriff.
- 114.20.2** Advancement as provided in this Rule shall not require a new probationary period.

Sec. 114.20 **Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff (cont.)**

- 114.20.3** With the approval of the Human Resources Director, an appointee in class 8302 Deputy Sheriff I who has, in the sole discretion of the Sheriff, successfully performed each and every requirement necessary for successful completion of the probationary period, but through no fault of the appointee, completes the probationary period prior to successful completion of all state certification requirements prescribed by the Commission on Peace Officer Standards and Training (POST), may be advanced to 8304 Deputy Sheriff subject to a probationary period which shall extend from the date of appointment to the 8304 Deputy Sheriff class to the date upon which POST certifies that the appointee has successfully completed all state-mandated requirements.
- 114.20.4** For purposes of the Human Resources Director's approval of advancement under this section, a finding of "no fault of the appointee" shall include but not be limited to administrative delay by the Sheriff's department, lack of available training funds, or such other circumstances beyond the control of the appointee, but not related in any way to the appointee's performance.
- 114.20.5** Except as set forth above, appointees in class 8302 Deputy Sheriff I who fail to successfully complete each and every POST certification requirement and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director during the probationary period, shall be deemed to have failed to have and maintain all necessary qualifications for the position and shall be subject to immediate removal.

Sec. 114.21 **Seniority of Appointees in Class 8304 Deputy Sheriff Upon Advancement**

Seniority in Class 8304 Deputy Sheriff shall be determined by the date of permanent certification from and rank on the eligible list for Class 8302 Deputy Sheriff I.

Sec. 114.22 **Layoff in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff**

Layoffs in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be as provided elsewhere in these Rules, except that, all appointees in Class 8302 Deputy Sheriff I shall be laid off before the layoff of any appointees in Class 8304 Deputy Sheriff shall occur.

Sec. 114.23 **No Reversion Rights**

Except through new examination or except as provided elsewhere in this Article, appointees separated or advanced from Class 8302 Deputy Sheriff I shall not be eligible to reinstate to or reoccupy positions in Class 8302 Deputy Sheriff I, for any reason.

Sec. 114.24 Reappointment of Separated Employee

- 114.24.1** Subject to the approval of the Sheriff, a former employee under permanent civil service appointment in Class 8302 Deputy Sheriff I who separated during the probationary period because of failure to successfully complete the required peace officer training and who subsequently completes this training at their own expense may, upon written request and within 18 months from the separation date, be reappointed to a vacant position in Class 8302 Deputy Sheriff I.
- 114.24.2** When reappointed, the employee shall enter the service as a new appointee with no rights based on prior service except that which may specifically be provided in these Rules or by ordinance.
- 114.24.3** When reappointed, the employee shall complete a new probationary period unless the Sheriff allows full or partial credit for prior service.
- 114.24.4** The decision of the Sheriff in all matters delegated under this section shall be final and shall not be subject to appeal to the Civil Service Commission or review through any other dispute resolution procedure.
- 114.24.5** The Human Resources Director shall provide procedures for implementing this section.

Rule 114

Appointments

Article VI: Exempt Appointment

Applicability: Article VIII, Rule 114, shall apply to employees in all classes; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 114.25 Exclusions from Civil Service Appointment

All permanent employees of the City and County shall be appointed through the civil service process by competitive examination unless exempted from the civil service examination and selection process in accordance with Charter provisions. Appointments excluded by Charter from the competitive civil service examination and selection process shall be known as exempt appointments. Any person occupying a position under exempt appointment shall not be subject to civil service selection, appointment, and removal procedures and shall serve at the pleasure of the appointing officer.

Sec. 114.26 Charter Limit on Certain Categories of Exempt Appointments

114.26.1 The proportion of full-time employees in the exempt categories included under Charter Sections 10.104-1 through 10.104-12 to the total number of civil service employees of the City and County shall not be greater than the proportion existing on July 1, 1994, except as authorized in this Article. As certified by the Civil Service Commission at its meeting of November 18, 1996, the ratio on July 1, 1994 of full-time exempt employees to the total full-time City and County work force was two percent (2%).

114.26.2 In accordance with Charter Section 10.104, the Civil Service Commission may, by express approval, authorize that full-time positions conforming to the criteria established in this Section in the categories defined in Charter Sections 10.104-1 through 10.104-12 in excess of the Charter limitation be excluded from civil service selection and removal procedures and be filled through exempt appointment.

Sec. 114.26 Charter Limit on Certain Categories of Exempt Appointments (cont.)

114.26.3 Requests for exemption under this section must conform to the following:

- 1) The position to be exempted must be in one of the categories defined in Charter Sections 10.104-1 through 10.104-12.
- 2) The action of exempting a particular position shall not directly affect the civil service rights of an incumbent regularly occupying such position on a permanent civil service basis.
- 3) The Human Resources Director recommends the exemption and certifies that the exemption action shall not directly affect an incumbent civil service appointee to the position.
- 4) The request for exemption is made and approved by an appointing officer or an elected official; a request from a department under the City Administrator must be approved by the City Administrator.
- 5) The official making the request provides written justification as to the reasons the position should be exempted.

114.26.4 An appointing officer or an elected official may submit a request to exempt a position under this section to the Civil Service Commission through the Human Resources Director. If the Director recommends approval, the request shall be transmitted to the Civil Service Commission for review and action; if the Director denies a request, the appointing officer shall be notified in writing of the denial and the reasons for such action.

114.26.5 The decision of the Human Resources Director is appealable to the Civil Service Commission within thirty (30) calendar days of the date of the notice of denial. The Commission decision on the appeal shall be final.

114.26.6 This section as adopted by the Civil Service Commission at its meeting of November 18, 1996 was approved by the Board of Supervisors on January 3, 1997 (Resolution Number 222-96-4).

Sec. 114.26 Charter Limit on Certain Categories of Exempt Appointments (cont.)**114.26.7 Charter Limit on Categories 16, 17 and 18**

- 1) Temporary and Seasonal Exemptions under Charter Section 10.104-16
 - a. Temporary and seasonal appointments shall be TEX, with full-time, part-time, or as-needed schedules.
 - b. No person, regardless of work schedule, shall exceed 1040 hours of work in any fiscal year.
- 2) Temporary Substitute/Backfill Exemption under Charter Section 10.104-17
 - a. An appointment proposed for exemption under Charter Section 10.104-17 shall be for a temporary substitute or back-fill for a civil service employee on an authorized leave of absence (*e.g., an employee on pregnancy or other medical leave, etc.)
 - b. The Human Resources Director may approve an appointment in increments of up to 1040 hours (six months); however, the appointment shall not exceed a maximum duration of 4160 hours (not to exceed two years by Charter requirement, or a total of four six-month increments).
- 3) Special Project Exemption under Charter Section 10.104-18
 - a. An appointment authorized for exemption under Charter Section 10.104-18 must be to a position created for or dedicated to a special project, or for professional services, not to exceed three years by Charter requirement.
 - b. Funding for appointments to perform professional services as authorized under Charter Section 10.104-18 shall be for a limited term (e.g., a grant or a “one-time only” appropriation for a specific or special purpose). Departmental requests for such appointments must certify that the funding is limited, identify the funding source and anticipate duration of such funding source, and adequately describe the professional services to be performed.
 - c. Departmental requests for appointments to a special project as authorized under Charter Section 10.104-18 must adequately define the special project or professional service to be provided (including but not limited to a description of the project objective, scope of work, and the specific anticipated duration of the project).

Rule 114

Appointments

Article VII: Director of Elections

Applicability: Article IX, Rule 114, shall apply to the Director of Elections as provided for in Charter Section 13.104.

Sec. 114.27 Purpose

The purpose of Article IX, Rule 114, shall be to reflect the authority of the Civil Service Commission and the Elections Commission as well as the employment rights of the Director of Elections as set forth in Section 13.104 and Article X of the Charter of the City and County of San Francisco. A Rule on the position of Director of Elections is in order because of the unique nature of the position under the Charter.

Sec. 114.28 Requirement for a Personnel Requisition and Job Announcement

114.28.1 Whenever the position of Director of Elections is to be filled, the Elections Commission shall issue a personnel requisition in the prescribed format noting that appointment to the position shall be in accordance with Charter Section 13.104 and Civil Service Commission Rule 114, Article IX.

114.28.2 The Department of Human Resources shall issue a job announcement which shall be posted for a minimum of ten (10) days and shall include a position description, qualifications, dates applications will be accepted, relevant provisions in Charter Section 13.104 and other relevant job- related information.

Sec. 114.29 List of Qualified Applicants

114.29.1 The names of the candidates who meet the requirements of the job announcement shall be placed on the list of qualified applicants in the order of their scores. There must be a minimum of three (3) qualified applicants available for selection. Approval of the Civil Service Commission shall be required to proceed should there be fewer than three (3) qualified applicants.

114.29.2 Should the Director of Elections position become vacant within twenty- four (24) months of appointment, the Elections Commission may elect to appoint a successor from the current list of qualified applicants provided a minimum of three (3) persons remain available on the list, except that approval to appoint from this list may be obtained from the Civil Service Commission should there be fewer than three (3) persons available.

Sec. 114.30 Selection of the Director of Elections

- 114.30.1** In accordance with Charter Section 13.104, no less than thirty (30) days before the expiration of the Director's term, the Elections Commission shall select a Director for the next term. The appointment shall be effective in accordance with Rule 114.51- Appointment Date.
- 114.30.2** Selection of the Director of Elections from the list of qualified applicants shall be based on merit and fitness without regard to relationship, race, religion, sex, national origin, ethnicity, age, disability, gender identity, political affiliation, sexual orientation, ancestry, marital status, color, medical condition or other non-merit factors or otherwise prohibited nepotism or favoritism.
- 114.30.3** The Elections Commission shall establish a non-discriminatory selection process which may include scheduling each interested person from the list of qualified applicants for interview, conducting interviews by a diverse panel, asking job-related questions, and maintaining documentation of selection criteria.
- 114.30.4** The Elections Commission shall utilize appropriate job-related, non-discriminatory screening devices which may include but not be limited to resumes, updated applications, skills checklists, writing exercises, work samples, and performance reviews.
- 114.30.5** The Elections Commission shall notify the persons on the list of qualified applicants of the available position and selection process. The Notice shall include a minimum response period of five (5) business days and ten (10) business days in the event supplemental information is required.

Sec. 114.31 Appointment of the Director of Elections

- 114.31.1** Appointment to the position of Director of Elections shall be made pursuant exclusively to the provisions of Charter Section 13.104 and Civil Service Commission Rule 114, Article IX. Civil Service Commission Rules covering a civil service employee in another position in the same or different class, including but not limited to those Rules on Status and Layoff, shall not apply to appointment to the position of Director of Elections. Thus, by way of example but not limitation, a permanent civil service employee with greater seniority shall not have the right or preference for appointment to a vacant Director of Elections position nor the right to displace the incumbent Director of Elections with less seniority.

Sec. 114.31 Appointment of the Director of Elections (cont.)

- 114.31.2** The Director of Elections shall be appointed permanent civil service by the Elections Commission from a list of qualified applicants for a term of five (5) years. The term shall commence upon the appointment date of the person selected.
- 114.31.3** The record of appointment shall be on the prescribed form noting that the appointment has been made in accordance with Charter Section 13.104 and Civil Service Commission Rule 114, Article IX.
- 114.31.4** Pending the appointment of the Director of Elections, the Elections Commission may make a temporary out-of-class assignment or a provisional appointment. Temporary out-of-class assignment or provisional appointment shall not be made to bypass the established selection procedures provided in this Rule. Temporary out-of-class assignment or provisional appointment may be approved while an appointment through the regularly established procedures is pending and shall be limited to ninety (90) days. Any extension beyond the ninety (90) days must be approved by the Civil Service Commission in increments of no more than sixty (60) days apiece. The selection procedures provided in this Rule shall be effectuated expeditiously.

Sec. 114.32 Appointment Date

- 114.32.1** In accordance with Charter Section 13.104, no less than thirty (30) days before the expiration of the Director of Election's five (5)-year term, the Elections Commission shall appoint a Director of Elections for the next term. In this circumstance, the appointment date shall be the date on which the person starts work in a permanent civil service capacity as Director of Elections, which date may be no sooner than the first day following the last day of the term that is coming to an end.
- 114.32.2** Except as stated in Rule 114.51.4, if an appointment of the Director of Elections is made in some circumstance other than the impending completion of a Director of Election's five (5)-year term, the appointment date shall be the date on which the person starts work in a permanent civil service capacity as Director of Elections.
- 114.32.3** The Elections Commission and the Department of Human Resources shall expedite the appointment processing necessary to effectuate the appointment of the Director of Elections.
- 114.32.4** For the Director of Elections who is in office as of November 3, 2003, the appointment date shall be the date on which the Elections Commission.

Sec. 114.32 Appointment Date (cont.)**114.32.4 (cont.)**

acted to select the person to be Director of Elections in a permanent civil service capacity.

Sec. 114.33 Probationary Period

114.33.1 The final phase of the selection process shall include a probationary period that conforms to the requirements of Rule 117 – Probationary Period, except that Rules on the Voluntary Resumption of the Probationary Period (Rule 117.8) shall not apply. The Elections Commission may release the Director of Elections at any time during the probationary period. The decision of the Elections Commission to release the Director of Elections during the probationary period shall be final.

114.33.2 In accordance with Rule 114.53.4, appointment of the incumbent to a new term shall not require a new probationary period.

Sec. 114.34 Renewal of Term

114.34.1 In accordance with Charter Section 13.104, no less than thirty (30) days before the expiration of the Director's term, the Elections Commission shall select a Director for the next term. The Elections Commission may appoint the incumbent Director of Elections for an additional five (5)-year term.

114.34.2 The Elections Commission may in its discretion renew the incumbent's term, without engaging in the competitive selection process specified in this Rule.

114.34.3 In the alternative, the Elections Commission may in its discretion again engage in the competitive selection process specified in this Rule, and renew the incumbent's term in the event the incumbent successfully competes in the process.

114.34.4 In accordance with Rule 114.52.2, renewal of the incumbent's term shall not require a new probationary period.

Sec. 114.35 Employment Rights

114.35.1 Notwithstanding the designation of the Director of Elections as a permanent civil service appointment, and notwithstanding the rights that normally accompany such a designation, upon the end of the Director's term as defined in Rule 114.58.1, there shall be no accrued right to return.

Sec. 114.35 **Employment Rights (cont.)****114.35.1** **(cont.)**

to the position or receive special consideration for or claim to the position. Thus, a former Director has no special claim to return to the position or right to receive special consideration for the position. This provision shall not preclude a former Director from applying for the position or preclude consideration of experience as Director in evaluating candidates for the position.

114.35.2 Except as stated herein, this Rule 114, Article IX is not intended to interfere with the ongoing relationship between the Elections Commission and the Director of Elections or undermine the independence of the Elections Commission as established by the City Charter. Except as stated herein, if the application of a Civil Service Commission Rule to the Director would seriously undermine the authority of the Elections Commission over the Director, that Rule shall not apply. By way of example but not limitation, notwithstanding the designation of the Director of Elections as a permanent civil service appointment, for purposes of Rule 120 (Leaves of Absence), the Director shall have only those leave rights customarily afforded department heads.

114.35.3 The Director of Elections is both an officer and employee and shall be subject to those provisions in Rule 118 (Conflict of Interest) governing officers or employees. Further, the Director shall be subject to the provisions of Rule 118.2 governing part-time employment. However, in the case of the Director, the powers vested in the Human Resources Director under Rule 118.2 shall be vested exclusively in the Elections Commission, with no power of appeal to the Human Resources Director or the Civil Service Commission.

114.35.4 This Rule 114, Article IX shall not abrogate those employment rights customarily afforded by federal, state, and local law to department heads.

Sec. 114.36 **Release from Term Appointment**

Should the Elections Commission decide not to renew the incumbent's term, the Director of Elections shall be released. The decision of the Elections Commission to renew or not renew the term appointment shall be final.

Sec. 114.37 Removal for Cause

- 114.37.1** In accordance with Charter Section 13.104, following the successful completion of the probationary period and during the term appointment, the Elections Commission may remove the Director of Elections for cause upon written charges and following a hearing. The Elections Commission shall present the written charges to the Director of Elections no less than thirty (30) days before the scheduled hearing. The hearing shall be held not less than thirty (30) days after notice of charges, unless the Director of Elections requests an earlier hearing date and the Elections Commission agrees to the request.
- 114.37.2** The hearing shall be held no later than forty-five (45) days after notice of charges unless the Director of Elections and the Elections Commission agree to an extension, or in the absence of mutual agreement, either party seeks and obtains the approval of the Civil Service Commission for an extension. The Elections Commission shall render its decision no later than ten (10) days following the conclusion of the hearing.
- 114.37.3** Pending a hearing and decision of the Elections Commission to remove the Director of Elections for conduct involving misappropriation of public funds or property, misuse or destruction of public property, drug addiction or habitual intemperance, mistreatment of persons, immorality, acts which would constitute a felony or misdemeanor involving moral turpitude, or acts which present an immediate danger to the public health and safety, the Elections Commission may place the Director of Elections on unpaid administrative leave. Pending the hearing and decision of the Elections Commission on the removal of the Director of Elections, the Elections Commission may make a temporary out-of-class assignment or provisional appointment.
- 114.37.4** For removal on charges other than those listed in Section 114.56.3, the incumbent shall continue to occupy the position of Director of Elections until the completion of the hearing and decision by the Elections Commission.

Sec. 114.38 Appeal to the Civil Service Commission following Removal for Cause

- 114.38.1** In the event of removal for cause as set forth in this Rule and Charter Section 13.104, the Director of Elections shall have the right of appeal to the Civil Service Commission.
- 114.38.2** A notice of termination from the Elections Commission to the Director of Elections detailing the specific reason(s) for the termination, shall serve as official notice of such termination.

Sec. 114.38 Appeal to the Civil Service Commission following Removal for Cause (cont.)

- 114.38.3** The notice of termination must include the following information:
- 1) The Director of Elections has the right to a hearing before the Civil Service Commission provided that a request for hearing is made in writing and is received by the Executive Officer within twenty (20) calendar days from the date of removal from the term appointment or from the date of mailing of the Notice of Termination whichever is later. In the event the 20th day falls on a non-business day, the deadline shall be extended to the close of business on the first (1st) business day following the 20th day.
 - 2) The stated reason(s) for the termination must be enumerated. Records of warnings, reprimands and previous suspensions, if applicable, must be attached.
 - 3) Recommendation by the Elections Commission on future employment restrictions.
- 114.38.4** Upon receipt of an appeal in the Civil Service Commission office, the Executive Officer shall place the matter on the next Regular or Special meeting agenda consistent with applicable public meeting laws to determine time frames for hearing the appeal.
- 114.38.5** The hearing of the appeal must be scheduled no later than sixty (60) days from the date of receipt of the appeal. Extension beyond sixty (60) days shall be at the discretion of the Civil Service Commission, based on such factors as whether the appellant and the Elections Commission have agreed to the extension; whether an extension is consistent with the purposes underlying Charter Section 13.104 and related Charter provisions; and whether an extension would serve the interests of justice.
- 114.38.6** Unless the appeal clearly and expressly states otherwise, it shall be treated by the Civil Service Commission as an appeal of both the decision of the Elections Commission to remove the Director of Elections and the recommendation of the Elections Commission on future employment restrictions.
- If the appeal is clearly and expressly limited to only the recommendation of the Elections Commission as to future employment restrictions, the Civil Service Commission shall take one or more of the following actions:
- 1) Cancel any current examination and eligibility status;

Sec. 114.39 Appeal to the Civil Service Commission following Removal for Cause (cont.)

114.38.6 (cont.)

- 2) Restrict future employment as it deems appropriate;
- 3) Return the person to the permanent civil service classification immediately held prior to acceptance of the position of Director of Elections. If necessary, layoff in the affected classes shall follow.

114.38.7 In accordance with Charter Section 13.104, on appeal of the decision of the Elections Commission to remove the Director of Elections, the Civil Service Commission shall be limited to consideration of the record before the Elections Commission; however, the Civil Service Commission may independently evaluate and weigh evidence and may in its discretion consider evidence proffered to the Elections Commission that the Elections Commission excluded and may in its discretion exclude evidence that the Elections Commission considered. In its discretion, and depending on the facts of a particular case, the Civil Service Commission may consider the presence or absence of contemporaneous documentation by the Elections Commission of facts supporting the removal for cause, and/or the presence or absence of documentation of such facts in a regular performance appraisal of the Director, as probative of the validity of the removal for cause.

114.38.8 With respect to the decision of the Elections Commission to remove the Director of Elections, the Civil Service Commission shall either:

- 1) Grant the appeal, vacate the decision of the Elections Commission, and order immediate reinstatement of the person to the position of Director of Elections. In reinstating the person, the Civil Service Commission may order payment of salary to the person for the period of the removal; or
- 2) Deny the appeal, uphold the decision of the Elections Commission, and declare the person dismissed from the position of Director of Elections. In denying the appeal, the Civil Service Commission may return the person to the permanent civil service classification immediately held prior to acceptance of the position of Director of Elections. If necessary, layoff in the affected classes shall follow.
 - a) If the Civil Service Commission upholds the decision of the Elections Commission to remove the Director of Elections, the appellant may elect to withdraw the appeal on future employment restrictions.

Sec. 114.38 Appeal to the Civil Service Commission following Removal for Cause (cont.)

114.38.8 (cont.)

b) Should the appellant not withdraw the appeal on future employment restrictions the Civil Service Commission may adopt the recommendations of the Elections Commission on future employment restrictions, cancel any current examination and eligibility status, or restrict future employment as it deems appropriate.

114.38.9 The decision of the Civil Service Commission on the appeal shall be final

Sec. 114.39 End of Term

114.39.1 The term of the Director of Elections shall end upon release during the probationary period, removal for cause, death, appointment to another position in the City service, including a position in the classified service at the San Francisco Community College District or the San Francisco Unified School District, resignation or completion of the five (5)-year term without renewal of the appointment for another term. In the case of removal for cause, the term shall end:

1) If no appeal on the decision of the Elections Commission to remove the Director of Elections is filed, upon completion of the time period for filing an appeal with the Civil Service Commission as specified in this Rule; or,

2) If an appeal on the decision of the Elections Commission to remove the Director of Elections is filed within the time period for filing an appeal, upon the hearing and decision of the appeal by the Civil Service Commission, if the Civil Service Commission upholds the removal for cause.

114.39.2 In the interim, between removal for cause by the Elections Commission and the conclusion of the appeal process on the decision to remove the Director of Elections, the Elections Commission may make a temporary out-of-class assignment or provisional appointment while the appeal process is underway.

Exhibit B

Rule 122

Employee Separation Procedures

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Article I: Separation Procedures

Article II: Termination of Temporary Employee

Article III: Termination of Provisional Employee

Applicability: Article III, Rule 122, shall apply to employees in classes represented by the Transport Workers Union (TWU) - Locals 200 and 250A; except MTA Service-Critical classes. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Article IV: Dismissal of Permanent Employee

Article V: Resignation - Services Unsatisfactory

Article VI: Absence from Duty Without Leave (Automatic Resignation)

Article VII: Request to Remove Non-Permanent Ban

Applicability: Article VII, Rule 122, shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Rule 122

Employee Separation Procedures

Article I: Separation Procedures

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volume II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Sec. 122.1 Rules of Procedure Governing Separation Hearings

122.1.1 This Article prescribes the procedures governing the separation of the following:

Except as otherwise noted, Section 122.1.1 shall apply only to employees in classes represented by the Transport Workers Union (TWU) - Locals 200 and 250A; excluding MTA Service-Critical classes.

1. Temporary employee from a list
2. Dismissal of permanent employee

122.1.2 This Article prescribes the procedures governing the separation of the following:

Except as otherwise noted, Section 122.1.2 shall apply only to employees in classes represented by the Transport Workers Union (TWU) - Locals 200 and 250A; excluding MTA Service-Critical classes.

1. Temporary employee from a list
2. Provisional employee
3. Dismissal of permanent employee

122.1.3 A notice of termination on the form prescribed by the Human Resources Director from the appointing officer to the employee detailing the specific reason(s) for the termination, shall serve as official notice of such termination. The notice of termination shall be sent by certified mail or personally delivered. Copies of the termination form must be filed in the Department of Human Resources.

Sec. 122.1 Rules of Procedure Governing Separation Hearings (cont.)

122.1.4 The notice of termination must include the following information:

- 1) The employee has the right to a hearing before the Civil Service Commission provided that a request for hearing is made in writing and is received by the Executive Officer within twenty (20) calendar days from the date of termination of appointment or from the date of mailing of the Notice of Termination whichever is later. In the event the 20th day falls on a non-business day, the deadline shall be extended to the close of business of the first (1st) business day following the 20th day.
- 2) The decision of the Civil Service Commission may affect any future employment with the City and County of San Francisco.
- 3) Representation by an attorney or authorized representative of the employee's choice at the inquiry;
- 4) Notification of date, time and place of inquiry a reasonable time in advance; and
- 5) Inspection by the employee's attorney or authorized representative of those records and materials on file with the Executive Officer which related to the termination.

122.1.5 Any interested party may request a continuance of the inquiry.

122.1.6 The stated reason(s) for the termination must be enumerated. Records of warnings, reprimands and previous suspensions, if applicable to the reasons for termination, must be attached to the termination form.

122.1.7 To the extent practicable, the departmental representative who has the most complete personal knowledge of the facts which constitute the basis for the termination shall appear when the matter is to be considered by the Commission. The matter will be heard in accordance with the procedures provided elsewhere in these Rules. Interested parties may record the inquiry if they provide the necessary equipment.

Sec. 122.2 Eligibility Status Pending Commission Action on Termination or Dismissal

Except as otherwise ordered by the Human Resources Director, pending action of the Commission on termination of any appointment or upon preferral of charges for dismissal, the name of the appointee shall be placed under waiver for all appointment(s) on any eligible list on which the person has standing and shall be otherwise ineligible for any employment in the City and County service.

Sec. 122.3 **Effect of Commission Approval of Termination or Dismissal**

Unless specifically ordered otherwise by the Commission, approval of termination or dismissal shall result in the cancellation of all current examination and eligibility status, and all future applications will require the approval of the Human Resources Director, after completion of one (1) year's satisfactory work experience outside the City and County service and by recommendation of the department head or Human Resources Director, the person shall be ineligible for future employment with the department from which separated.

Sec. 122.4 **Effect of Failure to Request Commission Review of Termination or Dismissal**

122.4.1 Failure to request a Commission review within the twenty (20) day period as provided elsewhere within this Rule shall result in the following actions:

- 1) The adoption of the departmental recommendation as approved by the Human Resources Director; or approval of the separation, if such action is appropriate; and/or
- 2) Dismissal from the City and County service; and/or
- 3) The cancellation of all current examination and eligibility status; and/or
- 4) All future applications shall be subject to the review and approval of the Human Resources Director after satisfactory completion of one (1) year's work experience outside the City and County service; and/or
- 5) By recommendation of the department head or Human Resources Director, the separated employee may not be employed with the same department in the future.

122.4.2 This action shall be final and shall not be subject to reconsideration unless the person can present evidence in writing of being unable to communicate with the Commission within thirty (30) days of being able to so communicate. All requests for reconsideration shall be in writing and shall be processed in accordance with the procedure for reconsideration provided elsewhere in these Rules.

Rule 122

Employee Separation Procedures

Article II: Termination of Temporary Employee

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volume II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Sec. 122.5 Procedure for Termination of Temporary Employee

122.5.1 A temporary employee may be terminated for cause by an appointing officer at any time. The notification and hearing procedure shall be in accordance with the provisions of this Rule.

122.5.2 The Commission shall take one or more of the following actions:

- 1) Declare the person dismissed from the service and remove the name of the person from the eligible list;
- 2) Order the name of the person removed from any other list or lists on which the person has eligibility;
- 3) Restrict future employment as it deems appropriate;
- 4) Return the name of the person to the eligible list from which appointed without restriction or under such conditions for further appointment as it deems appropriate. If the list from which the terminated employee was appointed has expired, the name of the employee may be placed on a reemployment register for the class for an additional period of eligibility of twelve (12) months under such conditions for further appointment as the Commission deems appropriate.

Rule 122

Employee Separation Procedures

Article III: Termination of Provisional Employee

Applicability: Article III, Rule 122, shall apply to employees in classes represented by the Transport Workers Union (TWU) - Locals 200 and 250A; except MTA Service-Critical classes. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Sec. 122.6 Procedure for Termination of Provisional Employee

122.6.1 A provisional employee may be terminated for good cause by an appointing officer at any time with the approval of the Commission. The notification and hearing procedure shall be in accordance with the provisions of this Rule.

122.6.2 The Commission shall take one or more of the following actions:

- 1) Approve the termination and declare the person dismissed from the service.
- 2) Order the name of the person removed from any regular eligible list or lists on which the person may have standing.
- 3) Restrict future employment as it deems appropriate.
- 4) Disapprove the termination and reinstate the person to the department.

Rule 122

Employee Separation Procedures

Article IV: Dismissal of Permanent Employee

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Sec. 122.7 Procedure for Dismissal of Regular Permanent Employee

122.7.1 Dismissal of Permanent Employee

A permanent employee who has completed the probationary period may be dismissed for cause upon written charges and after having an opportunity to be heard in her/his own defense.

122.7.2 Notification of Time and Place of Hearing

When the charges are made, the appointing officer shall notify the person in writing of the time and place where the charges will be heard by mailing such statement via certified mail to the employee's last known address. Such hearing shall not be held within five (5) working days of the date on which the notice is mailed. The employee may be represented by counsel or other representatives of the employee's choice.

122.7.3 Hearing Officer - Sources

The hearing itself, as required by Charter, shall be conducted by a hearing officer under contract to the appointing officer chosen as follows in each case: From organizations such as the American Arbitration Association or the State Conciliation Service which customarily provide hearing officers; or from a list of qualified hearing officers certified by the Civil Service Commission, which shall be kept current and contain at all times at least three (3) names.

Sec. 122.7 Procedure for Dismissal of Regular Permanent Employee (cont.)**122.7.4 Hearing Officer - Method of Selection**

The Civil Service Commission shall certify its list of hearing officers by the following method:

- 1) The Commission shall cause to be published in a newspaper of general circulation an announcement of openings for hearing officers. This announcement shall run either for a period of five (5) working days or for two (2) weekends at the discretion of the Civil Service Commission;
- 2) The Commission shall include in its list only such applicants as to satisfy the following criteria: have at least one (1) year of experience in the conduct of judicial hearings in the capacity of a hearing officer and have experience in the resolution of disputes involving the interpretation of labor-management contracts;
- 3) The Executive Officer shall post the list of panel members so selected for a period of five (5) working days during which time employees, public employee organizations or City departments may seek to demonstrate in writing that any member of the panel is unacceptable. The Executive Officer shall review such challenges and shall determine whether on the basis of the challenge the individual should be eliminated from the approved list.

122.7.5 Hearing Officer - Challenge of Employee

The employee may challenge the competence of the hearing officer who is scheduled to hear the employee's case on the basis that the hearing officer is in some demonstrable manner biased or prejudiced against the employee and that, therefore, the employee will not be afforded a fair hearing. The challenge must be made in the following manner:

- 1) The challenge must be by written affidavit;
- 2) The challenge must be received by the appointing officer at least twenty four (24) hours prior to the commencement of the hearing;

Sec. 122.7 Procedure for Dismissal of Regular Permanent Employees (cont.)**122.7.5 Hearing Officer - Challenge of Employee (cont.)**

3) Should the challenge cause the department to incur expense through the cancellation of the hearing officer, shorthand reporter, etc., such expenses shall be borne by the employee in keeping with the section on costs below. If the employee has been placed on suspension pending the hearing, any delay in the hearing occasioned through challenge or replacement of a hearing officer shall be considered a delay of the hearing by act of the accused employee and shall extend indefinitely the thirty (30)-day period referred to in Charter Section A8.341;

4) In the event that the appointing officer shall determine that the hearing officer cannot afford the employee a fair hearing, the appointing officer shall immediately make arrangement to obtain the services of another hearing officer in accordance with the methods stated above.

122.7.6 Hearing Officer - Evidence to be Considered

The hearing officer shall decide the case on the basis of the evidence presented. The hearing officer shall determine whether the accused employee has adhered to the applicable orders, Rules, regulations, ordinances, Charter provisions, or applicable sections of any memoranda of agreement or memoranda of understanding. The hearing officer shall be prohibited from considering the relative merits or social desirability of such orders, Rules, regulations, ordinances, Charter provisions or sections of memoranda of agreement or memoranda of understanding as may be applicable to the case.

122.7.7 Hearing Officer - Decision

Within five (5) working days of the close of the hearing, unless specifically exempted for good cause by the appointing officer, the hearing officer shall notify the appointing officer in writing of a decision in the case. The hearing officer shall be limited to the following options in deciding the case:

1) The hearing officer may exonerate the employee in which case the record may, at the discretion of the hearing officer, be expunged and the employee may receive back pay for all time lost;

Sec. 122.7 Procedure for Dismissal of Regular Permanent Employee (cont.)**122.7.7 Hearing Officer - Decision (cont.)**

2) The hearing officer may find the employee guilty as charged, in which case the following provisions apply:

- the hearing officer may order the employee returned to work but without back pay for any time not worked between the time charges were made and the time of the hearing or the time the hearing officer renders a decision, whichever is longer;

- the hearing officer may suspend the employee without pay but may not at her/his discretion, order back pay for any periods not worked prior to the hearing; or

- the hearing officer may dismiss the employee.

122.7.8 Notification of Decision of Hearing Officer

Within five (5) working days after the appointing officer receives written notification of the decision of the hearing officer, the appointing officer shall inform the employee in writing of the decision of the hearing officer and shall, by copies of this correspondence and the written notification from the hearing officer, inform the Civil Service Commission of the decision and the action taken.

122.7.9 Costs

1) The department bringing charges against an employee shall pay all fees for hearing officers and court reporters, and, if required, the cost of preparation of the transcript with the following exception:

2) If additional costs are incurred as a result of any request of the employee (such as costs occasioned by the untimely postponement of a hearing, challenges of hearing officer, etc.), all such additional costs, such as cancellation fees or fees when court reporters cannot be notified of the cancellation of a hearing within their established and customary limits, shall be borne by the employee.

Sec. 122.8 **Procedure for Hearing on Charges Against an Employee When the Appointing Officer Neglects or Refuses to Act**

- 122.8.1** When the appointing officer neglects or refuses to act pertaining to the removal of any employee subject to the civil service provisions of the Charter, the Commission may hear and determine any charge filed by a citizen, or by any member of or by an authorized agent of the Commission. In rendering its decision, the Commission shall determine the charges and may exonerate, suspend or dismiss the accused employee in accordance with the provisions of Charter Section A8.341.
- 122.8.2** The appointing officer or the departmental representative shall appear when the matter is to be considered. The matter will be heard in accordance with this procedure provided elsewhere in these Rules.

Rule 122

Employee Separation Procedures

Article V: Resignation - Services Unsatisfactory

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Sec. 122.9 Procedure for Review of Resignation - Services Unsatisfactory

122.9.1 Notice of Proposed Action

If the services of a resignee are to be designated as unsatisfactory, the appointing officer or designated representative shall notify the resignee of intention to so certify the resignation. The resignee shall be informed of the reasons for this determination and shall be offered an opportunity for review by the appointing officer or designated representative.

122.9.2 Action by Appointing Officer

As a result of review, if such review is requested by the resignee, the appointing officer may amend or sustain the certification of services.

122.9.3 Notification to Employee

If the appointing officer amends the resignation, the resignee shall immediately be notified by copy of the resignation form with services clearly marked satisfactory. If the appointing officer sustains the original determination, the appointing officer shall immediately notify the resignee on the separation form prescribed by the Department of Human Resources.

122.9.4 Report Requirement

A resignation certified by the appointing officer as services unsatisfactory shall be accompanied with a statement of the reasons for this action and shall contain a statement that the notification and review procedure outlined above was completed.

Sec. 122.9 Procedure for Review of Resignation - Services Unsatisfactory (cont.)**122.9.5 Commission Review**

The Commission shall consider the resignations of persons whose services have been designated as unsatisfactory provided that a request for review is made in writing and is received in the Commission office within twenty (20) calendar days of the date of mailing of the Notice of Separation designating the services as unsatisfactory. In the event the 20th day falls on a non-business day, the deadline shall be extended to the close of business on the first (1st) business day following the 20th day. The Commission shall take one or more of the following actions:

- 1) Accept the resignation as certified;
- 2) Remove the name of the resignee from other eligible lists on which the eligible's name appears;
- 3) Restrict participation in future examinations as it deems just;
- 4) Restrict future employment as it deems just;
- 5) Accept the resignation as certified and order that future employment be without restriction including the right to request reappointment; or
- 6) Remand the resignation to the appointing officer for reconsideration.

122.9.6 Failure to Request Review

1) Failure to request a Commission review within the twenty (20)-day period provided above shall result in the adoption of the departmental recommendation as approved by the Human Resources Director; or the cancellation of all current examination and eligibility status; and all future applications shall be subject to the review and approval of the Human Resources Director after satisfactory completion of one (1) year's work experience outside City and County service.

2) This action shall be final and shall not be subject to reconsideration unless the person can present evidence in writing of being unable to communicate with the Commission within thirty (30) days of being able to so communicate. All requests for reconsideration shall be in writing and shall be processed in accordance with the procedure for reconsideration provided elsewhere in these Rules.

Sec. 122.9 Procedure for Review of Resignation - Services Unsatisfactory (cont.)

122.9.7 Hearing Procedures

Hearings pursuant to this Rule shall be conducted in accordance with the procedures provided elsewhere in these Rules.

122.9.8 Waiver of Employment

Pending final action, the resignee shall be ineligible for all employment.

Rule 122

Employee Separation Procedures

Article VI: Absence from Duty Without Leave

Applicability: Rule 122 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 122 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV. If there is any conflict in the provisions of this Rule and relevant Charter Sections, the Charter language prevails.

Sec. 122.10 When Five Days or Less

Absence from duty without proper authorization for any period of time up to and including five (5) or less working days shall be cause for disciplinary action by the appointing officer.

Sec. 122.11 When Over Five Days - Automatic Resignation

122.11.1 Absence from duty without proper authorization in excess of five (5) continuous working days shall constitute abandonment of the position and shall be reported to the Department of Human Resources and recorded as an automatic resignation. The appointing officer shall notify the employee on the form prescribed by the Human Resources Director. The employee shall be notified by certified mail.

122.11.2 The automatic resignation shall be subject to appeal to the Commission, if so requested by the person in writing, within fifteen (15) calendar days of the mailing date of the notice of automatic resignation. The fifteen (15) days includes the date on which the notice was mailed. The Commission shall hear such appeal. The decision of the Commission shall be final and not be reconsidered.

122.11.3 Failure to appeal within the fifteen (15) day period shall result in the adoption of the recommendation of the department head as approved by the Human Resources Director, or the cancellation of all current examination and eligibility status; the review and approval of the Human Resources Director, of all future applications after satisfactory completion of one (1) year's work experience outside the City and County service.

Sec. 122.11 When Over Five Days - Automatic Resignation (cont.)

122.11.4 If the person can present evidence in writing of being unable to communicate with the appointing officer within thirty (30) calendar days of being able to so communicate, the automatic resignation may then be subject to reconsideration by the Commission. All requests for reconsideration will be in writing and will be processed in accordance with the procedures for reconsideration provided elsewhere in these Rules.

122.11.5 Pending final action under this Rule, an individual under automatic resignation shall be placed under waiver on all eligible lists on which the individual's name appears.

122.11.6 In considering the appeal of an automatic resignation, the Commission shall take one or more of the following actions:

- 1) deny the appeal and approve the resignation;
- 2) order the name of the person removed from any other eligible list or lists on which the person's name appears;
- 3) restrict participation in further examinations as it sees fit;
- 4) return the name to the eligible list under such conditions for further appointment as it deem appropriate; or
- 5) disapprove the resignation.

Sec. 122.12 Hearing Procedures

Hearings conducted under this Rule shall be conducted in accordance with the procedures provided elsewhere in these Rules.

Rule 122

Employee Separation Procedures

Article VII: Request to Remove Non-Permanent Ban

Applicability: Article VII, Rule 122, shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 122.13 **Those Individuals Covered Under Rule 122, Article VII**

Former employees of the City and County of San Francisco who were banned from future employment in one or more department(s) in accordance with the provisions of Civil Service Rule 122 may request reconsideration of any non-permanent ban if it has been five (5) or more years since the ban was imposed. For the purpose of this Rule, any Citywide ban imposed before April 21, 2014 is considered a permanent ban not subject to reconsideration.

Sec. 122.14 **Reconsideration**

Individuals as defined in Section 122.13 may submit a written request to the Human Resources Director for reconsideration of a ban on their future employment. It shall be the responsibility of the requesting individual to submit to the Human Resources Director all available documentation and information regarding the separation. The individual must also provide reasons for the request for reconsideration of the employment restriction.

Sec. 122.15 **Action of the Human Resources Director**

The Human Resources Director shall consider the request and the recommendation from the affected department(s). The Human Resources Director may request additional information deemed necessary to make a recommendation to the Civil Service Commission. The decision of the Civil Service Commission is final.

Exhibit C

Employee Handbook

City and County of San Francisco



Mayor London N. Breed

Carol Isen
Human Resources Director

The Department of Human Resources

One South Van Ness Avenue, 4th Floor
San Francisco, California 94103

www.sfgov.org/dhr

(415) 557-4800

Mission

The Department of Human Resources recruits, engages, and develops the City's workforce to meet the expectations and service needs of San Franciscans

Vision

We strive to provide expert human resources services through leadership, facilitation, and innovation.

City and County of San Francisco

London N. Breed
Mayor



Department of Human Resources

Carol Isen
Human Resources Director

Dear Colleague:

As you begin your career or promote to a higher level position within the City and County of San Francisco (“City”), remember that regardless of where you work or the nature of your job assignment, public employment is a noble calling. You are part of a large team of dedicated and talented individuals striving to ensure that San Franciscans receive the highest quality services possible from their government. Indeed, our City government’s greatest asset is its workforce.

As a City employee, you are required to read this Employee Handbook. It provides you with basic information about your health care and retirement benefits, salary administration, pay periods, holidays and the civil service system. It also provides important information on the City’s commitment to diversity, our policies on workplace conduct, work schedules, safety on the job, and your obligations as a City employee.

The City’s human resources staff is here to help you with your employment-related questions. If you need further information, contact your own department’s Human Resources professionals or a representative from my staff at the Department of Human Resources.

Thank you for your commitment to public service and to the people of San Francisco. No doubt you will serve with pride, dedication, and integrity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol Isen".

Carol Isen
Human Resources Director

TABLE OF CONTENTS

	Page
INTRODUCTION	1
EQUAL EMPLOYMENT OPPORTUNITY	2
Policy on Equal Employment Opportunity.....	2
Policy on Equal Opportunity and Reasonable Accommodation for Individuals with Disabilities	2
Language Diversity.....	3
Policy Prohibiting Harassment	3
Sexual Harassment.....	3
How to Get Help	4
Responsibility for Responding to and Reporting Discrimination, Retaliation, and Harassment.....	4
Anti-Retaliation.....	5
INFORMATION ABOUT CITY AND COUNTY EMPLOYMENT	6
Job Opportunities.....	6
Classification.....	6
Salary Step Increases	6
Appointment above the Entrance Rate	6
Examinations.....	6
Responsibilities of Applicants	6
Employment of Persons with Disabilities.....	7
APPOINTMENT, REFERRAL AND HIRE.....	8
Types of Appointments.....	8
The Referral Process	8
Security Clearance	9
Medical Examination	9
License to Drive.....	9
Conviction History Policy.....	9
Fingerprinting	10
REQUIREMENTS AT THE TIME OF HIRE	11
Social Security Number	11
Authorization to Work.....	11
Oath of Office	11
No Strike Provision.....	11
Acknowledgements.....	11
Union Dues or Fees.....	11
Tax Forms	12
Warrant Recipient Designation.....	12
AFTER YOU ARE HIRED	13
Attendance and Punctuality	13
Appearance and Dress Code	13
Maintenance of Minimum Qualifications.....	13
Business Hours.....	13
Overtime and Compensatory Time Off	13
Pay Periods.....	14

Payroll Deductions.....	14
Garnishment.....	14
Probationary Period	14
Your Performance Plan and Appraisal	15
Change of Name and/or Address	15
Employment Verification.....	15
Promotional Opportunities.....	16
Telecommuting Program	16
Workforce Development and Training	16
Health Service System Employee Assistance Program (EAP).....	16
REASSIGNMENT, TRANSFER AND RELATED PROCEDURES	18
Requests for Transfer between Departments	18
Reassignment of Duties within a Department	18
Reappointment	18
Reinstatement.....	18
SEPARATION PROCEDURES.....	19
Resignation	19
Automatic Resignation.....	19
Layoff.....	19
Termination.....	20
RETIREMENT	21
SFERS Eligibility and Plan Membership	21
Contributions to the SFERS Plan.....	21
Notice of Intent to Retire	21
Benefits at Separation for Members of SFERS	22
SFERS Death Benefit	22
Community Property Laws.....	22
Reciprocal Retirement Benefits	22
External Reciprocity – Linkage of Benefits between SFERS and Other Reciprocal Plans.....	23
Internal Reciprocal Benefits – Linkage of Benefits within SFERS Retirement Plans	23
Redeposit and Purchase of SFERS Service	23
SFERS Plan Administration	23
Deferred Compensation	24
EMPLOYEE BENEFITS.....	25
Eligibility	25
Available Plans	26
New Hire Enrollment.....	26
Changing Benefit Elections	26
Premiums	26
Flexible Spending Accounts	26
Leaves of Absence	27
Continuation of Coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).....	27
State Disability Insurance (SDI) and Paid Family Leave	27
Social Security and Medicare Part A Tax Payroll Deductions	28
Medicare Enrollment Requirements	28
Health Service System Contact Information.....	28

HOLIDAYS AND VACATION.....	30
Holidays	30
Floating Holidays.....	30
Vacation	30
LEAVES OF ABSENCE.....	32
Sick Leave.....	32
Family and Medical Leave.....	34
Family Care Leave.....	35
Pregnancy Disability Leave.....	35
How to Request Family/Medical, Pregnancy Disability, or Family Care Leave.....	36
Organ/Bone Marrow Donor Leave	36
Bereavement Leave.....	36
Military Leave.....	36
Leave for Spouse or Registered Domestic Partner during Leave from Deployment of a Qualified Member.....	37
Jury Duty Leave.....	37
Witness Duty.....	37
Crime Victim Leave.....	38
Domestic Violence or Sexual Assault Leave.....	38
Educational Leave.....	38
Religious Leave	38
Leave to Accept Other City and County Employment.....	39
Leave for Employment as an Employee Organization Officer or Representative.....	39
Personal Leave.....	39
Time Off for Voting.....	39
Time Off for School Visits	40
Break Time for Nursing Mothers.....	40
Accessing and Donating Time under the Catastrophic Illness Program.....	40
OTHER EMPLOYMENT BENEFITS.....	41
Tuition Reimbursement/Employee Development Fund	41
Credit Unions	41
Commuter Benefits	41
Combined Charities Campaign	41
SAFETY ON THE JOB.....	42
On-the-Job Injury and Workers' Compensation.....	42
Medical Treatment.....	42
Temporary Disability Benefits.....	43
Further Assistance.....	43
WORKPLACE VIOLENCE PROHIBITED.....	44
Policy Prohibiting Employee Violence in the Workplace	44
Reporting and Responding to Workplace Violence.....	44
EMPLOYEE OBLIGATIONS	45
Conflicts of Interest and Ethical Obligations.....	45
Policy Regarding the Treatment of Co-Workers and Members of the Public.....	46
Smoke-Free Workplace	46
Drug-Free Workplace	46
Disciplinary Action against Striking Employees.....	47
Political Activity	47

If You Suspect Improper or Criminal Activity on the Job.....	47
Use of City and County Property for Business Purposes Only	48
Work Site Security.....	48
Computers and Data Information Systems	48
Incompatible Activities.....	49
Gifts.....	49
Outside or Additional Employment.....	50
Recycling and Waste Reduction	50
Disaster Service Workers - Your Responsibilities in Case of Emergency	50
Use of Public Transportation	51
City Vehicles.....	51
Improving the Quality of Your Workplace.....	51

INTRODUCTION

The Employee Handbook is intended to educate new employees and serve as a resource for current employees. It contains information on personnel rules, policies, procedures, services and benefits, and serves as a basic reference guide. It also provides important information on the City and County of San Francisco's ("City") policies on workplace conduct, work schedules, safety on the job, and your obligations as an employee. Please read this Handbook carefully, as failure to adhere to these policies could result in discipline, up to and including termination.

While every attempt has been made to cover a variety of topics and ensure accuracy of information, this Handbook may not be entirely comprehensive or current. For example, changes to the law, policies or provisions in the City's collective bargaining agreements may have taken effect since its publication. If there is a discrepancy or omission, the current official ordinance, regulation, Civil Service Rule or respective collective bargaining agreement governs. Your department also may have specific policies that are not included in this Handbook.

This version of the Handbook supersedes all prior versions. The City reserves the right to change or modify the Handbook. Updated versions will be published on the Department of Human Resources website: www.sfgov.org/dhr. This Handbook does not constitute a contract of employment. Property or other rights in employment are governed by various collective bargaining agreements, applicable Charter provisions, City ordinances, federal and state laws, and Civil Service Rules.

Your departmental personnel officer will be able to help you in the event that you need more information about any of the topics covered in this Handbook.

EQUAL EMPLOYMENT OPPORTUNITY

The City has strictly enforced policies that protect your equal employment opportunity rights and those of your co-workers.

Policy on Equal Employment Opportunity

The City is committed to equal employment opportunity. It is the policy of the City to ensure:

- equal opportunity to all employees and applicants;
- that employees are selected and promoted based on merit and without discrimination; and
- that reasonable accommodations for disabilities are provided to qualified employees and applicants who require them.

The City prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), genetic characteristics (e.g., non-symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, weight or any other basis protected by law.

The City also prohibits retaliation against any employee for making a good-faith complaint of discrimination or harassment, for assisting another employee in doing so, or for participating in an investigation of a discrimination or harassment complaint.

Policy on Equal Opportunity and Reasonable Accommodation for Individuals with Disabilities

The City is firmly committed to equal employment opportunity for persons with disabilities in compliance with the Americans with Disabilities Act and state law. The law prohibits discrimination against persons with disabilities during the application process and in all phases of employment. It requires employers to interact with disabled employees to identify reasonable accommodations that will enable them to perform the essential functions of their jobs and to enjoy equal benefits and privileges of employment. The City will provide a reasonable accommodation for the known physical or mental disability of a qualified employee or applicant, unless doing so would pose an undue hardship or direct threat to the health or safety of the individual or others.

If you feel you need an accommodation for a disability, inform your supervisor, departmental personnel officer or reasonable accommodation coordinator immediately. Requests for accommodation will be evaluated on a case-by-case basis. If you request an accommodation, it is essential that you participate fully in the interactive process to address your request. This participation may include, but is not limited to, providing medical documentation, meeting with specialists, and identifying restrictions and possible accommodations.

Language Diversity

The City recognizes that an employee's use of a language other than English is often an asset in the provision of public services. A department may limit the use of languages other than English only when necessary. In such cases, employees will be informed of the rule, including where and when it applies and the consequences for violating it.

Policy Prohibiting Harassment

Harassment of City employees on the basis of sex, race, age, religion, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity or other protected category is prohibited and unlawful. Harassment consists of unwelcome visual, verbal or physical conduct engaged in on account of a person's actual or perceived membership in a protected category. City employees who are found to engage in harassment are subject to disciplinary action, up to and including termination. Harassment of employees, applicants or persons providing services to the City by contract, whether by employees or non-employees, is prohibited. This policy applies to all employees and agents of the City, including supervisory and non-supervisory employees.

City employees with supervisory responsibilities play a key role in ensuring that the workplace is free of illegal harassment. In accordance with California law, supervisory employees are required to attend a course on preventing workplace harassment every two years, and new supervisors must complete training within six months of appointment. It is the responsibility of each supervisor to comply with this requirement, and the responsibility of each department to ensure such compliance. Supervisors must take the on-line course provided through the Department of Human Resources ("DHR") or other DHR-approved group training provided through their department. For questions, please contact your departmental personnel officer.

Sexual Harassment

Federal law defines sexual harassment as unsolicited and unwelcome sexual advances, requests for sexual favors and other verbal, physical, visual or written conduct of a sexual nature directed to persons of the same or opposite sex when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting the employee; or
- such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or otherwise offensive working environment.

State law defines sexual harassment as unwanted sexual advances or verbal, visual or physical conduct of a sexual nature. These are some examples of sexual harassment:

- requests for sexual favors or unwanted sexual advances;
- offering employment benefits in exchange for sexual favors;

- making or threatening reprisals after a negative response to sexual advances;
- verbal harassment (e.g., graphic verbal commentary, derogatory comments, suggestive or obscene letters or telephone calls);
- physical harassment (e.g., assault, impeding or blocking movement, gestures or any physical interference with normal work or movements); and/or
- visual forms of harassment (e.g., leering, derogatory or sexually explicit posters, letters, poems, graffiti, cartoons, computer screen savers or drawings).

How to Get Help

If you feel you are being discriminated against or harassed by anyone on the basis of any protected category, or because you complained or assisted another employee in complaining about discrimination or harassment, you should inform your supervisor or other responsible officer immediately. If you do not want to tell your supervisor, contact your departmental personnel office or the Department of Human Resources' Equal Employment Opportunity Office ("EEO").

The DHR EEO Office works to ensure equal employment opportunities of all individuals within the City service and administers EEO programs, provides assistance to departments, and investigates complaints of employment discrimination. If DHR EEO staff determines that discrimination or harassment has occurred, the City will take appropriate remedial action. You may call the DHR EEO Office for information and assistance at (415) 557-4837 or at (415) 557-4810 (TDD) if you have a hearing impairment.

For information and assistance on the complaint procedure, you may call the DHR Harassment Helpline at (415) 557-4900.

The Equal Employment Opportunity Commission ("EEOC") and the California Department of Fair Employment and Housing ("DFEH") also investigate and prosecute complaints of harassment and discrimination in employment. Employees who believe that they have been harassed or discriminated against may file a complaint with either of these agencies. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. The DFEH office may be reached by calling (800) 884-1684. The San Francisco office of the EEOC may be reached by calling (800) 669-4000.

Responsibility for Responding to and Reporting Discrimination, Retaliation, and Harassment

All employees are encouraged to report harassing, retaliatory, or discriminatory behavior, whether directed at themselves or co-workers. Supervisory employees are required to take corrective action if employees are subjected to retaliation, discrimination or harassment on the basis of a protected category, and must report any such incidents to the department's personnel officer or EEO unit. Supervisors who fail to report such incidents are subject to discipline.

Departments are required to report all complaints of discrimination, retaliation, and harassment to the Human Resources Director within five days of becoming aware of such complaints.

Anti-Retaliation

The law and City policy also prohibit retaliation against any employee for opposing discriminatory practices, or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by the EEOC or DFEH. If you believe you have been retaliated against, you may use any of the procedures under the “How to Get Help” section above “To File a Complaint.” If a complaint of retaliation is substantiated, the City will take prompt action to address and remedy it.

INFORMATION ABOUT CITY AND COUNTY EMPLOYMENT

Job Opportunities

All announcements for permanent job opportunities and civil service examinations are available online at the Department of Human Resources (“DHR”) website at www.sfgov.org/dhr. Also available online is a wide variety of information for both applicants and City employees, including employee benefits information and information about the City’s application and examination processes.

Classification

Positions in the City have been classified by DHR according to their duties and responsibilities. Positions that are comparable in the type of work performed and in level of difficulty and responsibility are placed in the same classification so that they will be treated alike for purposes of recruitment, examination, transfer and pay.

DHR assigns positions to classifications. Each classification has a job code number and descriptive title, as well as a list of typical duties and responsibilities.

Salary Step Increases

When you are initially employed, your salary is generally set at the first step of a typical five-step pay range. Most steps are approximately 5% higher than the previous step. Check your collective bargaining agreement for the specific terms covering advancement through the salary steps.

Appointment above the Entrance Rate

For information about the criteria for hiring employees above the entry step of a classification, consult your collective bargaining agreement or, in the case of employees not covered by such an agreement, the Unrepresented Employees Ordinance. You may contact your departmental personnel officer or payroll representative for assistance.

Examinations

The City is dedicated to recruiting and hiring fairly and on the basis of merit. In furtherance of this goal, the majority of City jobs are filled through the civil service examination process. Examinations are announced on a weekly basis. Each announcement will state the minimum qualifications for the position as well as the deadline for applying. Visit the DHR website at www.sfgov.org/dhr or visit the Employment Information Center located on the 4th floor at 1 South Van Ness Avenue for more information.

Responsibilities of Applicants

Applications for City positions must be filed by the time specified in the announcement. Every applicant for an examination must possess and maintain the qualifications required by law and by the examination announcement for the examination. It is essential to be honest in

filling out applications. False statements on an application or on supporting documents, or at any time during the selection process, can lead to termination of employment and restrictions on future employment with the City.

If your name, address, email address and/or telephone number changes while your application for an examination is pending, you must immediately update your online employment application profile on the DHR website at www.sfgov.org/dhr.

Employment of Persons with Disabilities

Civil Service Rule 115 provides a process for individuals who are significantly disabled to become permanent City employees without going through the civil service exam process; this alternative is sometimes called the “Rule 115 Program.” This rule is not intended to preclude employment of individuals who are significantly disabled from gaining employment through regular examinations.

An informational pamphlet entitled “Rule 115 Program” is available on the DHR website at www.sfgov.org/dhr. Printed copies are also available at the DHR Employment Information Center located on the 4th floor at 1 South Van Ness Avenue. For more information, you may contact the DHR Equal Employment Opportunity Office by telephone at (415) 557-4900, or at (415) 557-4810 (TDD) if you have a hearing impairment.

APPOINTMENT, REFERRAL AND HIRE

Types of Appointments

The most common types of appointments are as follows:

- **Permanent**

Persons who have competed in a civil service examination and are appointed from a list of eligibles to a permanent position. Permanent employees who have successfully completed the probationary period may only be removed for cause.

- **Exempt**

Persons appointed to temporary or permanent positions exempted from civil service status in accordance with the City Charter. Exempt appointees serve at the pleasure of the appointing officer.

- **Provisional**

Provisional appointments are made when an eligible list for the classification is not available. The just cause rights of provisional employees are described in the Civil Service Rules and applicable collective bargaining agreements between the City and various unions. To become permanent, provisional employees must take a civil service exam and be selected through an open, competitive process. Accepting a provisional appointment gives the employee no right or preference to a permanent appointment.

For more information about types of appointments, refer to applicable Civil Service Rules.

The Referral Process

A civil service examination enables the City to compile a list of qualified persons eligible for employment. Candidates who are successful in an examination are ranked on an eligible list according to their overall scores in the examination. Appointments to positions are made in accordance with the Certification Rule specified on the examination announcement.

If you have completed an examination process and receive notice that your name has been “referred” to a civil service position, carefully read the letter and follow ALL instructions. If you do not respond as instructed you may lose your eligibility for employment.

If you are on an adopted eligible list and you are called to active military service, you must contact the Department of Human Resources (“DHR”) Referral Office at (415) 557-4891, before or after your discharge, with proof of military service, in order to determine your eligibility to be referred for future job openings.

If you change your name, address, email address and/or telephone number and you are on a current eligible list, you must immediately update your online employment application profile on the DHR website at www.sfgov.org/dhr. If you fail to update any changes, you may not receive important and timely information regarding your eligibility for employment.

Please note that you must continue to possess the minimum qualifications as specified in the examination announcement to maintain your eligibility on a list.

Security Clearance

Prior to employment in certain positions or classifications, departments may require a background review of criminal history, motor vehicle (driving) record, personnel history and employment records. The requirement for a background review will be published on the examination announcement.

Medical Examination

Depending on the classification or position in which you are to be employed, you may be required to pass a medical examination, including drug testing, as a condition of employment. Most medical examinations are conducted by the Department of Public Health, at the San Francisco General Hospital Medical Center, Occupational Health Service (OHS) located in Building 9, on the 2nd floor of San Francisco General Hospital (at Potrero Avenue and 22nd Street).

License to Drive

If your job duties require you to drive, you must have the appropriate licenses and maintain insurability under your department's automobile liability insurance policy. Only employees with a valid California Driver License will be authorized to operate a City and/or private vehicle. The City will use the State Department of Motor Vehicles' Pull Notice Program to obtain information about employees as actions appear on their driving records. The City will base driver-related decisions on compliance with the California Vehicle Code, as well as the City's efforts to reduce vehicular accidents and exposure to liability.

Conviction History Policy

The City will review and evaluate your conviction history (and arrest history, when permitted by law), as part of the selection process and upon changes in appointment status.

If you have applied for a job where certain convictions preclude employment, the City will conduct its review at an early stage of the hiring process. If the City determines that you have a disqualifying conviction, then it will not consider you further for that job.

If you have applied for a job where there is no conviction that would automatically bar employment, the City will not review or consider your conviction history unless you become a finalist for the job. At that time, the City will determine whether there is a nexus between your conviction history and the position to which you have applied, such that your employment in that position would not be in the public interest.

The City limits disclosure of your conviction history to a need-to-know basis.

Fingerprinting

All employees must be fingerprinted. Fingerprints are electronically transmitted to the California Department of Justice to obtain conviction records.

REQUIREMENTS AT THE TIME OF HIRE

Social Security Number

You must have a Social Security number to work for the City.

Authorization to Work

You must present documents to verify identity and authorization to work in the United States as required by the Immigration Reform Control Act of 1986. Failure to provide these documents may result in loss of eligibility. Acceptable verification documents are listed in the information pamphlet entitled “Federal Immigration and Naturalization Service Requirements,” available at the Department of Human Resources’ (“DHR”) Employment Information Center, located on the 4th floor at 1 South Van Ness Avenue.

Any applicant or employee seeking to have the City provide documentation to the Department of Homeland Security (including the U.S. Citizenship and Immigration Services) about possible or actual employment with the City must obtain the approval of the appointing authority of the employing department and the Human Resources Director.

Oath of Office

You are required to take the Oath of Office as specified in the California State Constitution.

No Strike Provision

Unless you are a uniformed member of the Police or Fire departments, you will be required to sign an acknowledgement of receipt of a copy of Charter Section A8.346 - Disciplinary Action Against Striking Employees. A separate Charter provision prohibits strikes by public safety employees. For more information, see the “Employee Obligations” section of this Handbook.

Acknowledgements

In addition to the No Strike Provision, new employees may be required to sign other acknowledgements of receipt, such as those of this Employee Handbook, the City’s harassment policy, City or departmental policies regarding use of computers, and other City and departmental policies.

Union Dues or Fees

If you are hired in a class represented by an organization that has an “Agency Shop” agreement with the City, you are typically required as a condition of continued employment to either join the employee organization or pay an “agency fee” as defined by state or federal law. For more information, consult your collective bargaining agreement, or contact your employee organization or departmental personnel officer.

Tax Forms

You will need to fill out a Withholding Exemption Certificate (IRS form W-4), which determines the amount of taxes withheld from your paycheck. If at any time during your employment your withholding status changes (for example, if you marry, divorce or purchase a home), you should fill out a new W-4 form to ensure that the proper amount is withheld.

Warrant Recipient Designation

You are required to complete a Warrant Recipient Form at the time of hire. This form designates an individual to receive your earned but unpaid wages in the event of your death.

AFTER YOU ARE HIRED

Attendance and Punctuality

Regular and prompt attendance is an essential requirement of your job. As a City employee, you are to report to your work station at your scheduled work time. Your time records must accurately reflect the time you start work and the number of hours worked in every work day.

All planned absences must be requested and approved in advance. If illness or some other emergency causes an unplanned or unforeseeable absence, you must notify your department as soon as possible on the first day of absence, and keep the department advised daily during the absence. In the case of an extended unforeseeable absence, you may be asked to complete forms and submit medical certifications as appropriate during your leave. Improper use of sick leave, failure to present medical certification when required, excessive absenteeism, tardiness, unauthorized absence or failure to notify your department when you are unable to report to work, may result in sick leave restriction, disciplinary action or termination.

Appearance and Dress Code

As a City employee, you represent the City and your department when you are on duty and/or when you are in a City uniform. Employees are expected to be neat and clean, and to dress for work according to generally accepted business and professional standards as dictated by their work assignment and as required by their department. The City reserves the right to restrict dress for legitimate reasons relating to safety, hygiene or environmental conditions.

Maintenance of Minimum Qualifications

You must possess and maintain the qualifications required by law and by the announcement of the examination under which you were appointed.

Business Hours

Except as otherwise provided in a collective bargaining agreement applicable to you or based on your department's operational needs, the typical workweek is 40 hours, consisting of five workdays of eight hours each. The City's official business hours are from 8:00 a.m. to 5:00 p.m.

Overtime and Compensatory Time Off

If you are required by your manager/supervisor to work overtime, contact your departmental personnel officer for information regarding your eligibility for overtime payment or compensatory time off. Employees in classifications designated "Z" are exempt from overtime under the Fair Labor Standards Act, but may be entitled to compensatory time off if provided by the collective bargaining agreement.

Further information regarding overtime and compensatory time off is contained in the various collective bargaining agreements between the City and employee organizations, located on the Department of Human Resources' ("DHR") website at www.sfgov.org/dhr.

Pay Periods

Employees are paid biweekly, usually every other Tuesday. Employees are encouraged to enroll in direct deposit and to receive paystubs electronically; for more information, go to www.sfgov.org/paystub.

Payroll Deductions

All employees are subject to withholding of federal and state taxes as required by law. Depending on your status (temporary or permanent), date of hire, eligibility for State Disability Insurance benefits, membership in the San Francisco Employees' Retirement System, and representation by an employee organization, deductions may also be made for health insurance, the employee pension contribution, SDI taxes, union dues or fees, Medicare Hospital Insurance and/or Social Security taxes.

You may choose to have a number of amounts withheld from your paycheck by submitting an authorization form to their departmental payroll office. For specific information, contact your departmental personnel officer or payroll office.

Garnishment

If the City receives a court order to garnish your wages, the City must comply with that order. A garnishment will reduce your take-home pay. If you have questions about your paycheck, contact your departmental payroll representative.

Probationary Period

All appointments to permanent civil service positions require that you serve a probationary period. The probationary period is the final and most important phase of the selection process. This period is used to evaluate your performance and suitability for the position. The duration of the probationary period is governed by the collective bargaining agreement. Absences from work will extend your probationary period. For information about the length of your probationary period, consult your departmental personnel officer or collective bargaining agreement.

The department's appointing officer may release an employee at any time during the probationary period. At the conclusion of the probationary period, your department head may recommend permanent appointment, release from the position, or an extension of the probationary period. You may also be required to serve an additional probationary period in certain circumstances, such as transferring to a different department.

Your Performance Plan and Appraisal

It is the goal of the City to provide each of its employees with an annual Performance Plan and Appraisal Report (“PPAR”). The DHR official PPAR Form provides a format for the planning and appraisal process that is intended to affirm accountability, responsibility, partnership, performance agreements, self-management, learning and recognition. However, some departments may use their own templates. The performance evaluation and appraisal process is designed to provide you with clear written performance expectations and honest, timely feedback about your performance.

Your Performance Plan

The performance plan covers a specific review period (the time between the beginning and ending dates of the plan) and consists of an up-to-date job description and several key performance objectives, including at least one objective for professional development.

If your supervisor prepares a performance plan for you, he or she will discuss it with you at the time that it is prepared to ensure you understand performance expectations for the review period. Your supervisor will also meet with you during the review period to review and discuss the plan and your performance. You should use these discussions to ask any questions you may have regarding the plan or your performance objectives.

Your Appraisal

At the end of the review period, you and your supervisor will meet and discuss your written appraisal report. You will have an opportunity to write your own comments on your performance appraisal form or PPAR at the conclusion of the evaluation and will be asked to sign the form as an acknowledgment that you have read and discussed the appraisal with your supervisor.

If you have questions about your department’s performance appraisal process or the timing of written evaluations, consult your departmental personnel officer.

Change of Name and/or Address

If you change your address and/or telephone number, you are required to immediately notify your departmental personnel officer by submitting a change of address form or a letter with your new address and telephone number. If you change your name, you must submit legal verification documents in order to update your records. If you fail to report any changes, you may not receive important and timely information regarding your employment and your health benefits.

Employment Verification

The City, not the individual department, is the legal employer of all City employees. However, if you need verification of your employment, direct the request for verification to your individual department for ease of administration and to avoid delays. Be certain that a separate request to verify your employment goes to each department where you have worked.

Promotional Opportunities

Permanent examination announcements, provisional job announcements and other job opportunities are posted on the DHR website at www.sfgov.org/dhr, or at the DHR Employment Information Center located on the 4th floor at 1 South Van Ness Avenue in San Francisco.

Telecommuting Program

In recognition of the many benefits of telecommuting, including environmental and energy efficiencies, emergency preparedness and employee job satisfaction, the City has adopted a Telecommuting Program. You may be eligible to participate in the City's Telecommuting Program to the extent operationally feasible and consistent with the procedures, guidelines and eligibility requirements of the Telecommuting Program.

Telecommuting is a privilege, not a right or entitlement. A department can deny, modify or terminate participation at any time; however, not unreasonably.

In order to participate in the Telecommuting Program, you must review the Program Guidelines and Participation Packet, meet all eligibility criteria, understand and agree to comply with all terms and conditions of the Telecommuting Policy and Program, and receive approval from both your supervisor and your department head. The Telecommuting Policy Guidelines and Participation Packet is located on the DHR website at www.sfgov.org/dhr.

Workforce Development and Training

The DHR Workforce Development Division is engaged in a variety of employee development and training initiatives, including training and coaching for supervisors and managers; training for human resources staffs citywide; coordinating interdepartmental training programs; strategic planning for the future workforce (succession planning), including implementation of workforce planning programs; collaborating with learning institutions to offer classes through the City University program; facilitating organizational development projects (e.g., team building, retreats); coordinating the PPAR Program; and coordinating Apprenticeship Programs.

The DHR Workforce Development Division is located at 1 South Van Ness Avenue, 4th floor, San Francisco, CA 94103. You can also visit the DHR website for complete information on available employee training programs at www.sfgov.org/dhr.

Health Service System Employee Assistance Program (EAP)

The Employee Assistance Program ("EAP") is a free, confidential and voluntary counseling and information program for City employees, their family members and their significant others. The EAP staff are licensed professionals who provide assessment, brief therapy (up to six sessions), referrals and follow-up for individuals, couples, families and groups regarding personal or work-related issues such as stress; marital, family and relationship problems; anger management; substance abuse; work performance issues; emotional difficulties; or any concern that becomes a problem in one's life. The EAP staff is also available for mediation/conflict resolution sessions, workplace violence prevention and Critical Incident Debriefing following a traumatic incident.

The EAP also has a library of personal and worksite health and wellness topics available for City employees, including pamphlets, books, and video and audiotapes.

The EAP is part of the Health Service System. EAP offices are located at 1145 Market Street, Suite 200, San Francisco, CA, 94103; or you can call the EAP at (800) 795-2351.

REASSIGNMENT, TRANSFER AND RELATED PROCEDURES

Requests for Transfer between Departments

After successful completion of the probationary period, permanent appointees are eligible to request a transfer from one department to another in the same class. In order to express your interest in a transfer, you must file your Request for Transfer with each department to which you seek a transfer. If you accept a new appointment by transfer, you must give your current department 15 working days' notice. You are also subject to a new probationary period in the new department. Please refer to the collective bargaining agreement covering your class for probationary period information.

Reassignment of Duties within a Department

Within a given job class in a department, there may be different positions with varying duties and schedules. You may request reassignment to a different position within your job class, or your department may reassign you at its discretion. Consult your departmental personnel officer for more information.

Reappointment

An employee who has resigned with satisfactory services after completing probation may request reappointment to his or her position. Such former employees may request to reenter the City service to a vacant position in the class from which they resigned within four years from the date of resignation. Former members of the uniformed ranks of the Police and Fire departments may be reappointed within two years of the date of resignation. Former employees may request reappointment to a vacancy in any class in which the employee has completed the probationary period. The receiving department, at its discretion, may approve a request for reappointment.

Reinstatement

An employee may submit a written request to return to a vacant position in a former class in which he or she completed probation. Reinstatement may require the advance approval of the current and prospective department heads, as well as the Human Resources Director.

SEPARATION PROCEDURES

Before you leave your employment with the City, you must return all supplies, keys, identification cards (including your Disaster Service Worker identification badge), access cards and all other City property. Any materials, files, documents, or other items collected or created by you in connection with your employment remain the property of the City. You may not take any such materials, or copies of those materials, with you when you depart. Near the time of your departure, you may be asked to meet with your departmental personnel officer to review separation procedures, ensure that all property has been returned and receive information about health benefits. You will have an opportunity to ask questions regarding procedures and benefits at that time.

Resignation

If you intend to resign, please provide your department with written notice at least ten working days before your planned departure. Your department will designate your services as either “satisfactory” or “unsatisfactory.” You will receive notice of this designation and information about how to appeal the designation if you are dissatisfied with it.

Automatic Resignation

If you are absent from your job for any period of time without proper authorization, you may be subject to discipline. If you are absent from your job without proper authorization for more than five consecutive working days, or if you fail to return from an approved leave, your absence will be deemed an “automatic resignation.” If you receive a notice of automatic resignation and wish to appeal the determination to the Civil Service Commission, you will have fifteen days from the date on which the notice was mailed to do so. The rules regarding automatic resignation may be affected by the collective bargaining agreement between the City and your employee organization. For more information, consult your departmental personnel officer or your collective bargaining agreement.

Layoff

From time to time, budgetary or operational considerations may make it necessary to reorganize, reduce work hours or lay off City employees. Determining the need for layoffs and the classifications of employees to be laid off is within the sole discretion of the City. In most instances, layoffs occur within a job class in inverse order of seniority.

If you receive a notice of layoff, or if you have questions about layoffs, please contact your departmental personnel officer. An informational guide is available on the Department of Human Resources (“DHR”) website at www.sfgov.org/dhr or at the DHR Employment Information Center on the 4th floor at 1 South Van Ness Avenue. For questions, you can also call DHR at (415) 557-4800.

In some cases, you may be eligible for temporary continuation of health benefits after a layoff. Contact the Health Service System at (415) 554-1750 for information relating to your specific situation.

Termination

The grounds and procedures for involuntary termination of employment may vary depending on whether you are an at-will employee. In most instances, at-will, probationary, temporary exempt, and some provisional employees may be terminated for no reason or any reason not prohibited by law.

For permanent civil service employees, termination must be for cause (for example, poor performance, misconduct, absenteeism, fraud, etc.). In those cases, employees for whom discharge is being considered will receive written notice of the grounds for discharge, the underlying basis, and the proposed discipline. The employee will have an opportunity to respond, assisted by a representative of the employee's choosing, prior to the final decision. You should consult the collective bargaining agreement between the City and your union for information regarding your appeal rights.

There are some offenses that are so serious in nature that an employee may be placed on administrative leave pending an investigation into such misconduct pursuant to the Charter. Such offenses include, but are not limited to, conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, and acts which present an immediate danger to the public health and safety.

Some represented employees may be entitled to due process protections pursuant to the terms of their collective bargaining agreement. For more information, contact your departmental personnel officer or labor representative.

RETIREMENT

The City provides retirement benefits to eligible employees through the San Francisco Employees' Retirement System ("SFERS") or the California Public Employees' Retirement System ("PERS"), depending on the employee's job classification.

The terms of the plans currently administered by SFERS for active City employees are set forth in the City Charter and ordinances. SFERS publishes summary plan descriptions for each of its different retirement plans, which can be found under the "Forms and Publications" link on the SFERS website at www.sfgov.org/sfers. More information about PERS plans can be found at <http://www.calpers.ca.gov/>.

Please note that the information in this section is subject to change. You should consult with SFERS or PERS prior to making any decisions regarding your retirement or if you have any questions.

SFERS Eligibility and Plan Membership

SFERS administers separate plans for safety members of the Police Department, safety members of the Fire Department, some miscellaneous safety employees, and all "miscellaneous" (non-safety) employees. These plans provide different benefits to their members. In general, police officers and firefighters become members of SFERS safety plans upon their first day of work as a police officer or a firefighter. (Employees are not members of the safety plans while they are training to become a police officer or a firefighter.) Miscellaneous employees, including some miscellaneous safety employees, become a members of SFERS when first certified from a Civil Service list as a permanent employee in a covered classification, or when appointed to a full-time permanent exempt position in a covered classification, or upon working in a temporary position in a covered classification for more than 1,040 hours in any twelve-month period.

Contributions to the SFERS Plan

All members of SFERS are required to contribute a designated percentage of covered salary to SFERS. Contributions are accumulated in an individual account and earn interest which is compounded annually. Please consult with SFERS or your collective bargaining agreement for the amount you are required to contribute. Each year, every member receives a statement showing his or her account balance, including contributions plus interest.

The City also contributes to the retirement trust fund as necessary to maintain the soundness of the system. City contributions are paid directly into the SFERS Trust; they are not credited to individual member accounts.

Notice of Intent to Retire

As a courtesy, please provide a minimum of two (2) weeks' notice to your supervisor regarding your intention to retire.

Benefits at Separation for Members of SFERS

SFERS members who separate from city employment for reasons other than retirement have the following options upon separation:

- **Refund after Separation**
SFERS members with less than five years of service who leave City employment for reasons other than retirement are entitled to a refund of their accumulated contributions to SFERS, including any interest those contributions accrued. Once you receive a refund of your retirement contributions, you have no right to any benefits from SFERS.
- **Vesting Allowance**
SFERS members who leave City employment with at least 5 years of credited service may leave their contributions on deposit with SFERS and elect to receive a monthly allowance after a certain age. Please consult with SFERS for more information regarding the age requirement and the formula upon which your monthly allowance will be based

SFERS Death Benefit

All of the SFERS retirement plans provide death benefits upon the death of an active or retired employee. The type and amount of the death benefit depends upon the member's plan; the member's status – whether active or retired – at the time of death; whether the member died leaving any qualified survivors; the member's beneficiary designation, in some cases; and, if the member died after retirement, whether the member elected any optional form of benefit at retirement. In the case of safety members, the amount and type of death benefit may also depend upon whether the member's death was work-related. In general, SFERS treats a member's surviving domestic partner as a surviving spouse, provided the domestic partnership is established in accordance with City law. Consult the appropriate summary plan description, or SFERS, for a detailed explanation of death benefits.

Community Property Laws

California courts have recognized that retirement benefits earned during marriage are community property and are subject to division upon dissolution.

Reciprocal Retirement Benefits

SFERS may provide "reciprocal" retirement benefits with PERS and certain other California public retirement systems. This means that if you work for more than one employer that participates in this reciprocal network, you may be eligible to receive a benefit based on:

1. Your years of service with each of those employers; and
2. Your highest salary earned with any of those employers.

External Reciprocity – Linkage of Benefits between SFERS and Other Reciprocal Plans

You may qualify for a reciprocal retirement benefit from two or more reciprocal plans if after termination of your prior plan membership you:

1. Elect reciprocity;
2. Leave your retirement contributions with each system;
3. Become a member of a reciprocal retirement plan within six months of terminating your prior plan membership; and
4. Retire from all reciprocal plans at the same time.

For purposes of determining qualification for reciprocity, your SFERS membership ends after you are completely separated from City employment. Concurrent membership in SFERS and a reciprocal plan, including while you are on paid or unpaid leave from the City, will disqualify you from electing reciprocal membership.

Internal Reciprocal Benefits – Linkage of Benefits within SFERS Retirement Plans

You qualify for internal reciprocal benefits if you remain a member of SFERS and transfer to a position covered by another SFERS plan (e.g., from a miscellaneous plan to a safety plan). Internal reciprocity also applies if you terminate employment with the City and, within six months, again become a member under another SFERS plan.

Redeposit and Purchase of SFERS Service

As a member of SFERS you may:

- Elect to redeposit contributions you have previously withdrawn from SFERS, plus interest, for prior periods of membership; and
- Elect to purchase certain periods of a) eligible prior service, such as service as a temporary employee; b) service with the federal government, State of California or another eligible public agency; c) certain military service; d) union representative service; and e) unpaid parental leave with the City prior to July 1, 2003..

SFERS Plan Administration

SFERS plans are administered in accordance with City Charter and City ordinances. The SFERS office is at 30 Van Ness Avenue, Suite 3000, San Francisco, 94102.

SFERS staff members are available to explain the details of SFERS benefits. The SFERS Member Services Division provides counseling on retirement applications, change of beneficiary, death benefits, and many other matters. Contact the Member Services unit at 30 Van Ness Avenue, or call (415) 487-7000, or (888) 849-0777 (toll-free in California). Summary plan descriptions and other matters relating to SFERS are available on the web under the “Forms and Publications” link on the SFERS website at www.sfgov.org/sfers.

If you become seriously ill while in City employment, contact the Member Services Division at (415) 487-7000 as soon as possible so that their staff can assist you in a timely manner on retirement-related matters.

Deferred Compensation

The City provides a voluntary Deferred Compensation Program (IRS section 457 plan) for eligible City employees. The SFERS Retirement Board provides direct oversight of the San Francisco Deferred Compensation Program (“SFDCP”), which is currently administered by Great-West Retirement Services.

You may obtain information regarding the City’s Deferred Compensation Program at the SFDCP office located at 30 Van Ness Avenue, Suite 3900, San Francisco, 94102.

EMPLOYEE BENEFITS

The City provides eligible employees and their eligible dependents the opportunity to enroll in medical, dental, vision and flexible spending account benefits, administered by the Health Service System (“HSS”).

Please note that the information in this section is subject to change. You should consult with HSS if you have any questions at (415) 554-1750.

Eligibility

The following employees are eligible for health coverage:

- (1) All permanent employees of the City whose normal work week at the time of inclusion in the system is not less than 20 hours;
- (2) All regularly scheduled provisional employees of the City whose normal work week at the time of inclusion in the system is not less than 20 hours; and
- (3) All other employees of the City including temporary exempt or “as needed” employees who have worked more than 1040 hours in any consecutive 12 month period, and whose normal work week at the time of inclusion in the system is not less than 20 hours.

Coverage for a new employee in category (1) or (2) listed above starts on the first day of the coverage period following his or her start work date, provided an enrollment application and other required documentation has been submitted to HSS by applicable deadlines.

Employees in category (3) must obtain a signed certification from their department’s human resources manager in order to be eligible for health coverage.

An employee’s spouse, domestic partner and children may also be eligible for coverage through HSS. If you have enrolled a domestic partner, same sex spouse and/or their children in your health plan, it is important that you seek tax advice from a qualified professional regarding the tax consequences of such enrollment. A detailed list of eligibility requirements and necessary documentation for enrolling employee dependents is available on the HSS website at www.myhss.org/benefits/ccsf.html.

In the event of a dissolution of a domestic partnership, legal separation or divorce, the employee’s former spouse or partner, as well as the partner’s or spouse’s children, are no longer eligible for health benefits through HSS. Employees are responsible for notifying HSS when a dependent becomes ineligible. If a member fails to notify HSS regarding an ineligible dependent, HSS may hold the member responsible for the amount of the City’s employer health premium contributions made on behalf of ineligible dependents, as well as the cost of any medical services covered.

HSS may periodically request documentation and certification of any enrolled dependent.

Available Plans

Eligible employees are offered a selection of medical and dental plans, which are negotiated annually by the Health Service Board. See www.myhss.org for more information about available plans.

New Hire Enrollment

To obtain coverage for themselves and their eligible dependents, new permanent and provisional employees whose normal work week is twenty (20) hours or more must submit a completed enrollment application and all required eligibility documentation to HSS within thirty (30) calendar days of the official appointment date.

New temporary exempt or “as needed” employees, whose normal work week is not less than twenty (20) hours, must work one thousand and forty (1040) hours in a consecutive twelve (12) month period in order to become eligible to enroll in health benefits. Eligible employees must submit a completed enrollment application and all required eligibility documentation, certified by the department, to HSS within thirty (30) calendar days of the date of becoming eligible for benefits.

Please be aware that eligible employees who fail to submit a completed enrollment application and all required eligibility documentation to HSS within the thirty (30) calendar day deadline will not have access to health coverage until the next annual Open Enrollment period.

Changing Benefit Elections

Eligible employees may change health benefit elections annually, during Open Enrollment. Please make sure to report address changes to both HSS and your departmental personnel officer, to ensure HSS can notify you about rates and benefit changes in advance of Open Enrollment.

An employee can also change benefit elections if there is a specific qualifying event, such as a marriage, domestic partnership, birth or adoption. For a complete list of Qualifying Events visit www.myhss.org/member_services/changing_benefit_elections.html.

Premiums

The City makes a significant contribution to the cost of medical, dental and vision coverage for eligible employees and their eligible dependents. Employee premium contributions are adjusted annually and are governed by the provisions of applicable collective bargaining agreements and the City Charter.

Flexible Spending Accounts

A Flexible Spending Account (“FSA”) allows employees to set aside pre-tax wages for healthcare or dependent care expenses, as permitted by federal IRS regulations. To participate in an FSA, an employee must submit an enrollment application to HSS at the time of initial enrollment or during Open Enrollment, designating the amount of the payroll

deduction to be taken on a pre-tax basis from the employee's paycheck. This contribution is deposited into the employee's individual FSA account(s). The employee must then submit claims for qualified expenses, and claims are paid from the money in the employee's FSA account(s). Per IRS rules, any funds remaining in an employee's FSA account at the end of the annual claims filing period are forfeited and cannot be refunded. Participation in an FSA requires re-enrollment on an annual basis. Visit www.myfbmc.com/ccsf for more information.

Flexible Credits

Employees in some classifications are eligible to participate in an IRS Section 125 cafeteria plan, which offers credits that can be applied annually to a variety of pre- and post-tax options.

Leaves of Absence

Eligible employees may continue healthcare coverage during approved leaves of absence, but may be required to make healthcare insurance premium payments directly to HSS while on leave, depending on the nature and duration of the leave. A leave of absence is not a qualifying event, so benefit elections cannot be changed due to a leave. Failure to make premium payments on time will result in termination of health coverage. Employees whose coverage is terminated for failure to pay must wait to re-enroll during annual Open Enrollment for coverage at the start of the next plan year.

An eligible employee must notify HSS of an approved leave of absence at least thirty (30) days in advance of the leave (if anticipated; or as soon as possible if the leave was unexpected), and must also notify HSS of the return date prior to the end of the leave.

Continuation of Coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA")

COBRA offers employees and their covered dependents the opportunity to elect a temporary extension of healthcare coverage in certain situations that would otherwise result in the loss of coverage. COBRA qualifying events for employees include termination of employment or a reduction in hours resulting in loss of eligibility for coverage. Qualifying events for dependents include loss of coverage due to divorce and legal separation, or when a child loses dependent eligibility status. The cost of continued coverage under COBRA is paid entirely by the employee and/or dependent at a rate of 102% of the total cost of the applicable plan(s).

For more information about COBRA, including updates about federal legislation governing COBRA benefits, contact the City's COBRA benefits administrator, Fringe Benefits Management Company (FBMC), a division of WageWorks at (800) 342-8017.

State Disability Insurance (SDI) and Paid Family Leave

If you are in a job classification approved for coverage under the State Disability Insurance ("SDI") program, you are eligible for SDI benefits if you become unable to work due to a non-

work related injury or illness. For more information on eligibility and benefit levels, see the state Employment Development Department's website at www.edd.ca.gov/direp/diind.htm.

If you are eligible for SDI, you are also covered by the California Paid Family Leave Insurance Program ("PFL"). This program provides the same benefits as the SDI program for employees who take time off from work to care for a seriously ill child, spouse, domestic partner or parent, or to bond with a new child. Additional information about this program is available at www.edd.ca.gov/direp/pflind.asp.

You may be able to supplement your SDI or PFL payments with sick leave, vacation or other paid leave. The total amount you receive from SDI, PFL and accrued paid leave may not exceed your full salary. Please consult your collective bargaining agreement or your departmental personnel officer regarding supplementing SDI or PFL payments with accrued paid leave.

Social Security and Medicare Part A Tax Payroll Deductions

Generally, all employees, except uniformed members of the Police and Fire Departments and some miscellaneous safety groups, are subject to Social Security and Medicare Part A tax deductions from paychecks. Social Security tax contributions are listed on paystubs as OASDI (Old Age and Survivors Disability Insurance). Medicare Part A tax contributions are listed on paystubs as HI (Hospital Insurance).

Employees who are not covered by the Retirement System and who defer specified minimum amounts under the City's Deferred Compensation Program will not be covered under the Old Age and Survivors Disability Insurance portion of Social Security and will not have to pay that particular portion of the tax. Also, some employees hired before April 1, 1991, who are covered by other portions of Social Security, may not be required to make Medicare Hospital Insurance tax contributions. Consult your departmental personnel officer for information.

Medicare Enrollment Requirements

Active employees ages 65 and over have the option to enroll in premium-free Medicare Part A. All retired employees who are eligible for Medicare must enroll in both Medicare Part A and Part B. (The federal government charges a premium for Medicare Part B.) For more information, visit www.myhss.org/benefits/retirees.html.

Domestic partners and same sex spouses of active employees must enroll in both Medicare Part A and Medicare Part B as soon as they are eligible due to age (65) or disability. Failure to enroll as soon as eligible will result in financial penalties due to the federal government for later enrollment, and termination of HSS health benefits.

Health Service System Contact Information

Contact HSS by telephone at (415) 554-1750 or (800) 541-2266 (if outside of the 415 area code), or visit the HSS website at www.myhss.org for details about available benefit plans, enrollment and eligibility, member appeals and grievance processes, contribution rates or any of the information discussed in this section of the Employee Handbook. You may also visit HSS

offices located on the 2nd floor of 1145 Market Street (between 7th and 8th Streets) in San Francisco.

HOLIDAYS AND VACATION

Holidays

The City observes the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day

If any of these legal holidays falls on a Sunday, the Monday becomes the legal holiday. If any of these holidays falls on a Saturday, the preceding Friday is observed as a holiday. Some offices must remain open and staffed on Fridays that are observed as holidays. If you are required to work on a holiday, contact your departmental personnel officer or refer to your collective bargaining agreement for information on rates of pay or a day off in lieu of the holiday.

Floating Holidays

Your collective bargaining agreement may also provide for floating holidays. Employees may not be entitled to take floating holidays until after completion of six months of continuous service. Requests to use floating holidays are subject to the approval of the appointing officer and the provisions of the applicable collective bargaining agreement. Contact your departmental personnel officer or payroll representative for more information.

Vacation

The City provides annual vacations for employees who work a regular schedule and who have completed one year or more of continuous service. Certain temporary exempt employees may also be eligible for vacation benefits. You are not eligible to use vacation in the first year of continuous service; however, at the end of one year of continuous service, you will be awarded a vacation allowance at the rate of .0385 of an hour for each hour of paid service in the preceding year and will be eligible to use accrued vacation time. For the purpose of computing vacation, most employees may be credited with no more than 2080 hours of service in a 12-month period.

An additional vacation entitlement will be awarded after five years of continuous service, usually 40 hours for full-time employees. After fifteen years of service, full-time employees will receive an additional 40 hours.

The maximum vacation entitlement in any 12 month period and maximum accrual permitted for most employees are provided in the chart on the following page.

Year of Service	12-Month Max. Entitlement		Maximum Accumulation	
1 through 5 years	80 hours	(10 days)	320 hours	(40 days)
More than 5 years	120 hours	(15 days)	360 hours	(45 days)
More than 15 years	160 hours	(20 days)	400 hours	(50 days)

Uniformed members of the Fire Department may have different allotments depending on their schedules. These employees should consult their department's procedures for details.

When a holiday falls on a regular working day during your vacation, the holiday is not counted as a vacation day. If you resign or are separated after one or more years of continuous service and have not taken all of your vacation, you will be paid for the accumulated unused vacation.

Requests to take vacation must be made and approved in advance, in accordance with your department's procedures.

LEAVES OF ABSENCE

Leaves of absence are governed by the Civil Service Rules, the collective bargaining agreements and state and federal law. This section provides information on a number of the City's various leave types; however, it is not an exhaustive list. For information on all leaves, or for more information about a particular leave of absence, please consult your departmental personnel officer and/or refer to the Civil Service Rules located on the Civil Service Commission's website at www.sfgov.org/civil_service, and the applicable collective bargaining agreement located on the Department of Human Resources' ("DHR") website at www.sfgov.org/dhr.

For all planned leaves, you must submit your leave request to your supervisor and receive approval in advance. The specific deadlines for different types of leave vary. Consult your departmental personnel officer for details.

Depending on the type of leave you request, you must complete the appropriate form and comply with the specific requirements for that type of leave. All requests for leave of more than five working days must be made in writing on the appropriate form. Please see your departmental personnel officer for more information.

Sick Leave

Please refer to your collective bargaining agreement and the Civil Service Rules or contact your departmental personnel officer for more information regarding sick leave accrual, usage, and notice and verification requirements.

Accrual of Paid Sick Leave

Sick leave with pay is a privilege under the Civil Service Rules, Charter and City Ordinance.

Most full time employees earn 13 8-hour working days per year of paid sick leave under the Civil Service Rules. Unused sick leave accrued under the Civil Service Rules may be accumulated from year to year up to a maximum of 130 8-hour working days.

Some employees may be entitled to accrue sick leave under Chapter 12W of the Administrative Code. Please contact your departmental personnel officer for more information.

Sick Leave without Pay

You may be eligible to take sick leave without pay. Please refer to the Civil Service Rules and any applicable collective bargaining agreement for more information.

Use of Sick Leave

You may not use sick leave with pay accrued under the Civil Service Rules during your first 6 months of employment with the City.

You may not use sick leave for reasons not set forth in this Handbook, the Civil Service Rules, the applicable collective bargaining agreement or other applicable laws. Misuse of sick leave is grounds for discipline, up to and including termination.

The following are examples of proper uses of sick leave:

- Inability to work due to illness or disability;
- Medical and dental appointments;
- Absence due to the death of a member of your immediate family or other persons as defined in the Civil Service Rules;
- Absence due to pregnancy or convalescence period following childbirth;
- Absence due to illness or medical appointment of a dependent child, parent, spouse or registered domestic partner;
- Leave to care for a spouse, parent, child (including an adult child) or next of kin with a serious injury or illness related to active military service;
- Paid parental leave; or
- To supplement Workers' Compensation or State Disability Insurance ("SDI") benefits.

The following are some examples of improper uses of sick leave:

- Calling in sick to extend an approved vacation;
- Using sick leave when your arrival at work is delayed by traffic or car trouble;
- Claiming you cannot work due to illness, when you are not ill; and
- Using sick leave to cover a period of incarceration.

Please see your departmental personnel officer if you have any questions regarding appropriate uses of sick leave.

Notice and Verification Requirements

It is your responsibility to notify your supervisor as soon as possible whenever you are unable to report for work due to illness. You must keep your supervisor informed throughout your absence and notify your supervisor of your expected date of return to work.

If you are absent from your job for more than five consecutive working days, you must submit to your supervisor a completed Request for Leave form stating the duration of your illness, signed by a doctor, dentist, podiatrist, licensed clinical psychologist, Christian Science practitioner or licensed doctor of chiropractic medicine. This form is available from your supervisor or departmental personnel officer.

Under certain conditions, a department head may require you to furnish a doctor's certification for any amount of absence due to illness.

Family and Medical Leave

Leave Entitlement

You may have a right to take leave under the Federal Family and Medical Leave Act (“FMLA”) and related California laws if you have at least 12 months of service with the City and have worked at least 1250 hours in the 12-month period prior to the date you begin your leave. FMLA allows for a 12-week leave in a 12-month period for any of the following reasons:

- Incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your child, parent, spouse or domestic partner who has a serious health condition;
- Your own serious health condition; or
- Qualifying exigencies arising out of the fact that your child, parent, spouse or domestic partner is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation (e.g., addressing certain financial and legal arrangements, arranging for alternative childcare, etc.).

You may also have a right to take special leave under FMLA for up to 26 weeks during a single 12-month period to care for a child, parent, spouse or domestic partner who is a current member of the Armed Forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty while on active duty.

Requirements

If you need to take FMLA leave, you must complete the required forms, which are available from your department personnel officer. If the need for the leave is foreseeable, you must request such leave in writing at least 30 days in advance. If the FMLA leave is for your own serious health condition or that of an immediate family member, you must provide a doctor’s certification of your need for the leave. If you do not apply for FMLA leave, but you take leave for reasons that qualify for FMLA leave, your department may designate your leave as FMLA leave and count the time against your entitlement.

Leave can be taken intermittently or on a reduced leave schedule when medically necessary or to address a qualifying exigency arising out of the fact that a family member is a member of the National Guard or Reserves on active duty or call to active duty status as described above. If you request intermittent leave, you must meet with your supervisor or other designated individuals in your department to work out a schedule and to discuss other issues related to your request. You may be temporarily reassigned during the period of your intermittent leave.

Pay During Family and Medical Leave

FMLA leave is unpaid; however, depending on the reason for the leave, you may use certain types of accrued paid time (such as sick leave, vacation, or floating holidays) in order to

receive pay during your leave. Under certain circumstances, you may be required to use accrued paid time off during a FMLA leave.

If you are in a job classification that participates in the SDI program, you may also be eligible to receive SDI or Paid Family Leave benefits from the state. See the section under Health, Dental, and Disability Insurance Coverage for more information.

If your leave is related to the birth, adoption, or placement of a child in foster care with your family, you may also be eligible to receive Paid Parental Leave (“PPL”) from the City. The PPL program supplements your accrued paid leave, SDI and PFL benefits to provide full salary for eligible City employees for up to 12 weeks following the birth, adoption or placement in foster care of a child. An employee temporarily disabled by pregnancy, birth or a related condition is eligible for an additional 4 weeks of supplemental pay.

For more information on the City’s FMLA policies and the PPL program, ask your departmental personnel officer.

Family Care Leave

If your leave to care for a newborn, newly adopted child or sick family member extends beyond the 12-week FMLA leave maximum, or if you are not eligible for FMLA leave, you may seek additional unpaid leave of up to a total of one year for any of the same reasons. This type of leave is available to permanent employees who have completed at least one year of service and is at the discretion of your department’s appointing officer.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth or a related medical condition, you may take up to 4 months of Pregnancy Disability Leave. Like FMLA leave, this type of leave may be taken intermittently if your health care provider certifies that such leave is medically necessary. Under state law, employees may take an additional 12 weeks of leave for baby bonding purposes after the period of Pregnancy Disability Leave.

Example: Employee Jane Doe is pregnant. Her doctor places her on bed rest on January 1st. Ms. Doe gives birth on February 15th, and her doctor certifies that her post-partum convalescence will end on March 1st. Ms. Doe is entitled to 2 months of Pregnancy Disability Leave, from January 1st to March 1st. In addition, Ms. Doe is entitled to an additional 12 weeks of baby bonding leave under state law. Thus, Ms. Doe is entitled to leave from January 1st through May 24th.

Pregnancy Disability Leave that extends beyond the 16 weeks of Paid Parental Leave is unpaid. However, you must use accrued sick time and floating holidays, and may use vacation and compensatory time during a Pregnancy Disability Leave. If you are otherwise eligible for state disability insurance benefits, you may be eligible to receive SDI benefits during Pregnancy Disability Leave as well.

How to Request Family/Medical, Pregnancy Disability, or Family Care Leave

If possible, you must provide at least 30 calendar days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment). For events that are unforeseeable, notify your supervisor or departmental personnel officer, at least verbally, as soon as you learn of the need for the leave. If you need to take a leave, you must fill out the form entitled “Family Care and Medical Leave of Absence Request.”

Before you begin your leave (if foreseeable), or as soon as possible after (if not foreseeable), you must submit a certification from your health care provider, or that of the family member requiring your care, on the “Certification of Health Care Provider” form, stating that the leave is medically necessary.

Failure to comply with these requirements may result in denial of requested leave.

Organ/Bone Marrow Donor Leave

If you are an organ donor, you may take a leave of absence of up to 30 days in any one-year period for the purpose of donating your organ to another person. If you are a bone marrow donor, you may take a leave of absence of up to 5 days in any one-year period for the purpose of donating your bone marrow to another person. In order to take organ donor or bone marrow donor leave, you must provide written verification to your supervisor or departmental personnel officer that you are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. Please see your departmental personnel officer for more information.

Bereavement Leave

You may use up to three days of accrued sick leave (or five days if you must travel out of state) in the event of the death of an immediate family member (i.e., a spouse, domestic partner, parent, step-parent, grandparent, parent of a spouse or domestic partner, sibling, child [including step-child, adopted child, or other child for whom you have parenting responsibilities], aunt, uncle, legal guardian or permanent member of your household). You may use one workday of accrued sick leave (or three days if you must travel out of state) in the event of the death of any other person to whom you reasonably owe respect. Additional unpaid leave may be available at the discretion of the appointing officer. Bereavement leave, whether paid or unpaid, must be taken within 30 calendar days of the death.

Military Leave

If you have a military obligation, you may be eligible for military leave. Employees on military leave may receive their regular compensation during all or some of their leave. A copy of your official orders must be attached to your request for military leave. Consult your departmental personnel officer and the Civil Service Rules for more information.

Leave for Spouse or Registered Domestic Partner during Leave from Deployment of a Qualified Member

If your spouse or registered domestic partner is a qualified member of the Armed Forces, National Guard or Reserves, you may be eligible to take up to 10 days of unpaid leave during a period of his or her leave from deployment. Please refer to the Civil Service Rules for details or consult your departmental personnel officer for more information.

Jury Duty Leave

You must notify your supervisor as soon as you receive a jury summons. If you are required to report for jury duty during your working hours, you will be excused from work on the work day you perform jury service, provided you give prior notification to your supervisor. If you report for jury duty and are not selected as a juror, or if the court dismisses the proceedings early for the day, you must return to work as soon as possible.

Work Schedule While on Jury Duty

Alternative Work Schedule. If you have an alternative work schedule and perform jury service for an extended period, your work schedule will revert to a regular Monday through Friday work schedule for compensation purposes for the duration of the jury service.

Swing and Night Shift. If you are required to perform jury service while you are scheduled to work a swing or night shift, you will not be required to work a swing or night shift on the day(s) of the jury duty and you will be paid your regular shift earnings.

Compensation While on Jury Duty

As a guiding principal, you are required to work or perform jury service for the number of hours for which you are paid during that workweek. For example, if you are regularly on an alternative workweek schedule working 10-hour workdays Monday through Thursday with Friday off and you are required to serve jury duty on a Monday through Thursday, you must work a regular workday on Friday, or use personal leave to compensate for the eight hour balance. However, you and your supervisor may agree to maintain the alternative schedule, whereby you would return to the workplace to work the remaining two hours each day and continue to take Friday off.

You are not entitled to a per diem pay from the City or County for which Jury Duty was served, as the City and County of San Francisco already provides regular compensation and benefits to you while performing jury service. You must notify the jury staff that you are a government employee when reporting for jury service

Witness Duty

If you are summoned as a witness on behalf of the City and County of San Francisco, you are entitled to be paid for any time that you are required to serve in that capacity. If you are summoned to serve as a witness in a case involving outside employment or personal business

affairs, you will be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

Crime Victim Leave

You may take leave from work in order to attend judicial proceedings related to a crime in which you, your immediate family member, your registered domestic partner or your child were a victim.

You must give your supervisor advance notice if feasible. You may be required to provide certification of the legal proceedings. Such time will be unpaid, unless you elect to use vacation time, compensatory time, paid sick leave or other accrued paid leave available to you. Any records regarding your absence from work under this provision will remain confidential as allowable by law.

Domestic Violence or Sexual Assault Leave

If you are a victim of domestic violence or sexual assault, you may take leave in order to: seek medical attention for injuries caused by domestic violence or sexual assault; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault; obtain psychological counseling related to an experience of domestic violence or sexual assault; and participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation. You may also take leave in order to obtain or attempt to obtain relief to help ensure the health, safety, or welfare of yourself or your child, including but not limited to a temporary restraining order, restraining order or other injunctive relief.

Such time will be unpaid, unless you elect to use vacation time, compensatory time, paid sick leave or other accrued paid leave available to you.

You must give your supervisor reasonable advance notice of your intent to take time off, if feasible, and provide certification that you have been a victim. This information will be kept confidential as allowable by law.

Educational Leave

Educational Leave is unpaid and is generally available to permanent employees only. Check your collective bargaining agreement for coverage of other employees. You may be granted leave not to exceed one year for the purpose of securing additional education in a field related to your position. Contact your departmental personnel officer for more information.

Religious Leave

You may request religious leave when personal religious beliefs require that you abstain from work during certain periods of the work day or work week. Religious leave is without pay unless you elect to use accumulated compensatory time off, vacation time, or floating holidays.

Leave to Accept Other City and County Employment

Leave to accept a temporary or exempt appointment in the City is available at the discretion of the department head to permanent civil service employees only.

Leave for Employment as an Employee Organization Officer or Representative

Leave to accept full-time employment as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization, is available at the discretion of the department head.

While the employee is on leave, the employee organization is responsible for paying the employee's salary.

Before the leave begins, the employee may choose to either continue or waive access to health coverage through the City for the duration of the approved leave. If the employee wishes to continue his or her health coverage, premium contributions for the employee and any covered dependents must be paid directly to the Health Services System ("HSS"). For the first twelve weeks of the approved leave, the employee is responsible for paying only the employee's health premium contribution amount to HSS; if the leave lasts beyond twelve weeks, the employee is responsible for paying both the employee's and the City's health premium contribution amounts to HSS. The employee must notify HSS of his or her return date prior to returning from leave.

Further, the employee is eligible to purchase retirement service credit for the period of approved leave to serve as a full-time employee representative, provided the employee pays both the City and the employee contributions to the retirement system (SFERS or PERS, whichever is applicable) for the period of employment as a full-time employee representative.

Personal Leave

Permanent employees may request unpaid personal leave for a period of up to twelve (12) months within any two-year period. Your department head has discretion to grant or deny requests for personal leave. With certain exceptions, if you are a temporary or provisional employee, you may request personal leave for a maximum of one month, and only if a replacement for your position is not required.

Time Off for Voting

If you do not have sufficient time to vote in a statewide election outside of working hours, you may take time off at the beginning or end of your shift to allow you time to vote. Although you may take as much time as is required to permit you to vote, the time off is paid only up to a limit of two hours. If you know or have reason to believe that you will require time off to vote, you must provide your supervisor with at least two working days' notice.

Time Off for School Visits

Employees who are parents, guardians, or custodial grandparents will be granted up to 40 hours per year to visit their child's school or licensed day care. Time off will be without pay unless the employee elects to use accumulated vacation time or compensatory time, or unless paid time off is specifically provided by the applicable collective bargaining agreement. For additional information, contact your departmental personnel officer.

Break Time for Nursing Mothers

Employees who are nursing mothers are entitled to reasonable unpaid break time to express breast milk for a nursing child for one year after the child's birth.

Accessing and Donating Time under the Catastrophic Illness Program

You may donate a portion of your accrued sick leave and/or vacation credits for use by a City employee suffering from a catastrophic illness. You may also donate a portion of your vacation credits to another employee who is caring for a catastrophically ill family member. If you donate sick time, you must retain at least sixty-four (64) hours at any given time for your own use.

If you become catastrophically ill, you may be eligible to receive sick leave and/or vacation credits from other City employees. If you need to care for a catastrophically ill family member, you may be eligible to receive vacation credits from other City employees. You must be on an approved leave from your department in order to receive donations of time.

Whether you donate leave credits or receive them, you are subject to certain restrictions. An informational pamphlet entitled "A Gift of Time - Transfer of Sick Pay and Vacation Credits to Catastrophically Ill Employees" is available at the Human Resources Information Center located on the 4th floor at One South Van Ness Avenue or you can phone (415) 557-4800. All applicable forms and information are also on the DHR website at www.sfgov.org/DHR (select "Forms and Documents" from the pull-down menu under the link "Employees"). Please also see your applicable collective bargaining agreement for additional limitations.

OTHER EMPLOYMENT BENEFITS

Tuition Reimbursement/Employee Development Fund

If you wish to take classes to improve your job skills or to prepare for a promotion, you may be eligible for tuition reimbursement. Limited funds have been set aside for this purpose. For specific information, refer to your collective bargaining agreement or contact your departmental personnel officer.

Credit Unions

As a City employee, you are eligible to join one of the following Credit Unions for savings, low cost loans through payroll deduction, and other services. Call the appropriate Credit Union for further information:

San Francisco Federal Credit Union	(415) 775-5377
Firefighters Credit Union	(415) 674-4800
Police Credit Union	(415) 564-3800
SF Municipal Railway Employees' Federal Credit Union	(415) 469-8840
Recreation and Park Federal Credit Union	(415) 661-4652

Commuter Benefits

City employees can use pre-tax dollars to purchase monthly public transportation passes (Muni, BART, etc). The cost of the passes is deducted from participating employees' paychecks and the passes are mailed to their home addresses. For more information on this and other commuter benefit programs available to City employees, contact the Department of the Environment at (415) 355-3727 or email your questions to commuterbenefits@sfgov.org.

Combined Charities Campaign

The City sponsors an annual Combined Charities Campaign that facilitates employee contributions to a choice of several local charitable foundations. For more information, contact your departmental personnel officer or payroll representative.

SAFETY ON THE JOB

The safety and well-being of our employees is very important, and in order to promote a safe and healthy work environment, the City works to identify and eliminate employee exposures to avoidable hazards and conditions that can lead to injury or illness. City departments have Injury and Illness Prevention Programs that comply with federal and state regulations, laws, and statutes in order to help maintain a safe and healthful work environment.

Safety is every City employee's responsibility. All employees are required to remain alert and to correct hazardous conditions and unsafe acts—if it is safe to do so—and to report unsafe conditions to their supervisors.

On-the-Job Injury and Workers' Compensation

All City employees are covered by State Workers' Compensation laws. If you are injured at work or because of your work, you must report the injury or illness to your immediate supervisor as soon as possible, and no later than the end of your scheduled work shift. Prompt reporting ensures that you will receive adequate medical attention for your injury or illness and that other applicable benefits are not delayed.

Your immediate supervisor must be notified of any work-related incident as soon as possible. He or she will be responsible for following through on further reporting requirements. The supervisor or your department's personnel officer is required to provide you with an Employee's Claim for Workers' Compensation Benefits Form within 24 hours of your report of any work-related injury or illness. Please complete the form and return it immediately to your supervisor. Your supervisor or your department's personnel officer will provide you with a dated copy of the form.

California law requires an employer to report within 5 days every industrial injury or occupational disease which: (a) results in lost time beyond the day of injury, or (b) requires medical treatment other than first aid.

Further details regarding the City's Workers' Compensation Program and associated benefits can be viewed on the Department of Human Resources ("DHR") website at www.sfgov.org/DHR, under "New Employee's Guide to Workers' Compensation – Facts about Workers' Compensation."

Medical Treatment

Please go to the DHR website at www.sfgov.org/DHR (under the link to the Workers' Compensation Division) for a list of designated medical treatment facilities if you require medical care for a work-related injury. If you do not have access to the internet, please consult with your supervisor or your departmental personnel officer. If your supervisor and departmental personnel officer are unavailable, you may phone the DHR Workers' Compensation Division information line at (415) 701-5201 for a list of the City's designated medical treatment facilities.

In case of severe traumatic injury requiring immediate medical assistance, call Emergency Services (911). If you are outside San Francisco, go to the nearest Emergency Hospital for treatment and notify your supervisor as soon as possible. If you are an employee of San Francisco General Hospital, go directly to the Hospital's emergency service or employee health center as directed by your supervisor.

If you obtain medical treatment at a medical center/hospital other than the ones referenced above, DHR will not accept liability for the treatment expenses unless: (1) there is a valid emergency; (2) special authorization has been obtained from the Workers' Compensation Division for outside treatment; or (3) you have a valid pre-designation of personal physician form on file with the Workers' Compensation Division.

Temporary Disability Benefits

Temporary disability benefits for work related injury or illness are paid in accordance with schedules set by State law. These benefits are generally less than your full salary. During the period of temporary disability, you may supplement your workers' compensation benefits with accrued sick pay, up to the amount of your full salary. Upon your return to work, you will re-accrue the sick pay you used at an accelerated rate.

Further Assistance

The City bears the entire cost of Workers' Compensation benefits. The Workers' Compensation Division has the responsibility for the administration of benefits for employees injured in the course of employment. If any questions arise with the handling of your claim for Workers' Compensation Benefits, call (415) 575-5600. For additional information, you may contact the California Department of Industrial Relations Division of Workers' Compensation at (800) 736-7401 or go to www.dir.ca.gov/dwc/. You may also find additional information on the DHR website at www.sfgov.org/dhr.

WORKPLACE VIOLENCE PROHIBITED

Policy Prohibiting Employee Violence in the Workplace

The City is committed to maintaining a workplace free from violence and threats of violence, and will not tolerate any acts or threats of violence in the workplace. Any act or threat of violence in the workplace is strictly prohibited and should be reported immediately.

“Violence” includes both acts and threats of violence. For example, violence includes any conduct, verbal or physical, which causes another to reasonably fear for his or her own personal safety or that of his or her family, friends, associates, or property.

Employees are also prohibited from possessing, storing or having control of any weapon on the job, except when required by the City department in the performance of the employee’s official duties. Weapons include, but are not limited to, firearms, knives or weapons defined in the California Penal Code Section 12020.

Failure to comply with these policies may result in employee discipline up to and including termination as well as criminal prosecution.

Reporting and Responding to Workplace Violence

All employees are responsible for reporting any acts of intimidation, threats of violence or acts of violence to their supervisor, manager or departmental personnel officer. Supervisors and managers are responsible for documenting and reporting all observed or reported incidents of workplace violence.

EMPLOYEE OBLIGATIONS

Conflicts of Interest and Ethical Obligations

City employment carries with it an obligation to adhere to the highest level of ethical standards. The San Francisco Ethics Commission has assembled a manual on the state and local laws governing the conduct of public officials and employees, available at www.sfethics.org. The City Attorney's Office also summarizes state and local laws in its Good Government Guide, available at www.sfcityattorney.org. If you have any questions, you may contact the Ethics Commission or your departmental personnel officer.

Some of the key ethical obligations imposed on municipal employees are summarized below. These summaries are just general reminders; not all applicable ethics laws are summarized here. For advice about any specific conflict of interest or ethics issue, you should contact the Ethics Commission or the City Attorney's Office.

- You may not use or attempt to use your official position to influence a governmental decision that could affect your financial interests— including your employer, your spouse's or domestic partner's employer, businesses in which you or your spouse/domestic partner have invested, or property you or your spouse/partner own or rent.
- You may not use your City title or designation in any communication for any private gain or advantage.
- You may not use your title or designation in any communication in a manner that would lead the recipient to believe that you are speaking in an official capacity when you are not.
- You may not make, participate in, or attempt to influence a governmental decision affecting a person or entity with whom you are discussing or negotiating an agreement concerning future employment.
- You may not accept any compensation, reward, or gift from any source except the City for any service, advice, assistance or other matter related to your City job.
- You may not solicit or accept anything of value in exchange for hiring, promoting, or attempting to influence the hire or promotion of any City employee or applicant.
- You may not make, participate in making, or seek to influence any employment decision involving a person with whom you have a familial or romantic relationship. You must notify your supervisor if you are, or become related to or romantically involved with another employee in the workplace over whom you have the authority to impose or recommend an employment action. Supervisors and managers should avoid any appearance of favoritism or nepotism in the workplace.
- You may not willfully or knowingly disclose the City's confidential or privileged information unless you are required to do so by law. You may not use confidential

or privileged information obtained by virtue of your office or employment for non-business purposes, and you may not use that information to advance the financial or other private interest of yourself or others.

- For a period of one (1) year after you leave City employment, you may not contact your former department on behalf of any person for the purpose of influencing a governmental decision. You also may not work for or receive compensation from any party to a City contract if, within the previous twelve (12) months, you were personally and substantially involved in the City's award of that contract. For other post-employment restrictions, please visit www.sfethics.org.
- Depending on your level of decision-making authority, you may be required to file a statement of economic interests. For a list of those employees who are required to file these statements, and instructions on how to do so, contact your supervisor.

The San Francisco Ethics Commission investigates violations of these rules and other improper government activities. If you are aware of any such violations or activities, or if you have any questions concerning the ethics rules for City employees, contact the Ethics Commission at (415) 252-3100. All complaints will be kept confidential to the extent permitted by law.

Policy Regarding the Treatment of Co-Workers and Members of the Public

City policy requires employees to treat co-workers and members of the public with courtesy and respect. City employees and managers are responsible for maintaining a safe and productive workplace which is free from inappropriate workplace behavior.

Smoke-Free Workplace

Smoking is not permitted in City offices, or within 20 feet of entrances, exits, or operable windows of public buildings.

Drug-Free Workplace

You may not manufacture, distribute, dispense, possess, use or be under the influence of alcohol or illegal drugs in workplace. This prohibition includes prescription drugs used improperly (e.g., those not prescribed for the user). Any violation of this policy may be grounds for discipline up to and including dismissal.

If you perform activities in your job that are funded by a federal grant, you must notify your department head of any drug convictions for violation of drug laws that took place in the workplace within five days of any such conviction. Employees in certain safety-sensitive positions, or in positions where testing is required by federal law, may be required to submit to periodic drug tests. All employees may be required to submit to drug testing under certain circumstances consistent with federal, state, and local laws and applicable collective bargaining agreements.

If you need help with an alcohol or drug abuse problem, confidential information and referrals to counseling and rehabilitation services are available from the Employee Assistance Program, at (800) 795-2351. You may also request leave time for the purpose of participating in drug or alcohol treatment. Please note that any such request will not excuse prior conduct that is subject to discipline.

Disciplinary Action against Striking Employees

The City Charter prohibits municipal employees from engaging in a strike or failing to report to work in support of a strike. Any employee who willfully fails to report for duty, who participates in any concerted work stoppage or slowdown, or who willfully abstains in any way from the full, faithful, and proper performance of his or her job duties for the purpose of inducing, influencing, or coercing a change in the conditions of employment may be dismissed. This provision does not prohibit employees from communicating a view, grievance, complaint, or opinion on any matter related to the conditions of municipal employment as long as it does not interfere with the full, faithful, and proper performance of the duties of employment.

Political Activity

It is unlawful for City employees to use public resources or personnel to engage in political activity relating to elective offices and ballot measures. City employees may not engage in political activities while on duty or in the workplace. Employees may not use City resources, such as photocopier or fax machines, telephones, postage, or email, for political activities. The ban on engaging in political activity while on duty prohibits such activities as circulating petitions, addressing campaign mailers or engaging in any other political activities that use City resources or divert employees from their assigned duties.

City employees are prohibited from using their official positions to influence elections, and from using City funds or resources for political or election activities. Further, City employees may not participate in political activities of any kind while in uniform (i.e., part or all of a uniform they are required or authorized to wear when engaged in official duties).

Violation of these rules may result in considerable civil and criminal penalties, as well as discipline, up to and including dismissal.

For more information about these restrictions, please review the City Attorney's opinion regarding political activities at www.sfcityattorney.org.

If You Suspect Improper or Criminal Activity on the Job

As a City employee, you have a duty to report any incidents of improper or illegal activity involving your department or another City department. Never confront an employee whom you suspect is involved in illegal or criminal activity. Instead, discuss the matter with your supervisor or departmental personnel officer. If you feel it necessary to protect your safety or avoid retaliation, you may also report illegal or improper conduct to the Whistleblower Hotline at 554-CITY. You may make an anonymous report on the hotline; however, keep in mind that anonymous reports are more difficult to investigate.

Use of City and County Property for Business Purposes Only

No officer or employee may use, nor allow any other person to use, City resources for any non-City business purpose. Use of City resources for personal, political, employee organization or other non-City business is strictly prohibited. City resources include, but are not limited to, facilities, equipment, devices, telephones, computers, copier, fax machine, e-mail, internet access, supplies and any time for which you are receiving compensation from the City. Inappropriate uses of City resources include, but are not limited to: online gambling; viewing sports events online; playing games, streaming video or music on a work computer; viewing or distributing materials that are not related to City business or that are sexually explicit; and frequent talking on a personal cell phone or texting during work hours.

Your use of the internet may be monitored by departmental Information Technology staff or other City staff as necessary at any time. This may include monitoring the amount of time you spend on the Internet, the Internet websites you visit and/or the content of the information you send, receive and view using the internet. Monitoring may occur either routinely or as a result of a concern that you may be using the Internet inappropriately, and may occur at any time and without warning or notice.

Further, the City's E-Mail system may only be used for authorized official communications. The City may also monitor your E-Mail usage at any time and without warning or notice.

Inappropriate use of City resources may result in discipline, up to and including termination of employment.

Work Site Security

To prevent and discourage unauthorized access to your work site, do not leave your office area unattended. Do not prop open doors or windows that are normally kept locked. Lock all office doors after business hours or when you leave. Prevent and discourage theft by securing your valuables.

Work-site keys and passes may not be shared, may not be duplicated without permission and must be returned upon separation.

Computers and Data Information Systems

City employees with access to computer files and records may not release or disseminate information without authorization. The release or dissemination of such material may be grounds for disciplinary action and termination. Passwords exist for the protection of City documents and information. You are required to provide your computer password to your supervisor or other person designated by your department. You may not share your password with any unauthorized persons.

Because City computers may be accessed by other authorized users, do not store on your work computer any information you do not intend to share with others.

The use of unauthorized programs and copies of commercial software packages is prohibited. Computer programs utilized by the City may not be duplicated or altered for personal use.

Do not use computers, printers or information systems for personal business or entertainment.

Computer documents and emails may be automatically saved in the City's archives in order to ensure compliance with applicable state and local laws regarding records retention and public disclosure. Emails and documents on City computers are not private and employees should not transmit or store any email or documents on City computers that they wish to keep private. This applies to any and all personal use of City computers and email accounts, even incidental or minimal usage.

Incompatible Activities

No City employee may engage in an outside activity (regardless of whether the activity is compensated) or conduct that conflicts with his or her City duties. An outside activity conflicts with City duties when the ability of the employee to perform the duties of his or her City position is materially impaired. Engaging in prohibited activities or conduct may subject an employee to discipline, up to and including termination, as well as monetary fines and penalties.

No employee may engage in any outside activity (regardless of whether the activity is compensated) that would cause the officer or employee to be absent from his or her assignments on a regular basis, or otherwise require a time commitment that is demonstrated to interfere with the officer's or employee's performance of his or her City duties.

Your department's "Statement of Incompatible Activities" may impose additional restrictions on employees' activities. For a copy of your department's "Statement of Incompatible Activities," please see your departmental personnel officer or go to the Ethics Commission website at www.sfgov.org/site/ethics.

Gifts

You may not accept any gift that is intended to influence you in the performance of your job.

You may not solicit or accept any gift from any person or entity who has a contract with your department or who has attempted to influence you in a governmental decision during the past 12 months.

You may not solicit or accept any gifts from any subordinate, or any candidate or applicant for a position as an employee or subordinate to you.

If you are required to file a Statement of Economic Interests ("SEI") financial disclosure, you cannot accept gifts worth more than a certain amount in a calendar year from any source that you must report on your SEI. That amount is \$420.00 for calendar year 2011; please contact the Ethics Commission to determine what the amount is for future calendar years.

There are exceptions to all of these gift rules – please check with the Ethics Commission or your departmental personnel officer if you have questions.

Outside or Additional Employment

Additional or outside employment of any kind requires the written approval of the Human Resources Director or designee. Requests for approval for outside or additional employment beyond the initial approved time period must be resubmitted to the Human Resources Director or designee. Any such outside employment must not interfere with an employee's City job and must adhere to the requirements specified in the Civil Service Rules.

Your department's "Statement of Incompatible Activities" may impose additional restrictions on employees' activities.

The Request for Approval for Additional Employment Form is available on the Department of Human Resources website at www.sfgov.org/DHR. For more information regarding restrictions on outside or additional employment, please see the Civil Service Rules at www.sfgov.org/civil_service or contact your departmental personnel officer.

Recycling and Waste Reduction

The best way to reduce waste is to use less. Be mindful of your use of resources, particularly paper. Recycling saves natural resources, reduces disposal costs, and is required by local and State law.

The San Francisco Recycling Program provides recycling bins to all City offices. Most offices recycle white and computer paper in centralized containers that employees fill from desk-side bins. Some large City office buildings also recycle mixed paper from desk side waste paper baskets and employees take their garbage to centralized garbage cans. Additional materials such as bottles, batteries, cans, corrugated cardboard, pallets, and metals are recycled at certain facilities. The City Government Recycling Coordinator is available to assist your department in finding ways to recycle more and waste less.

Disaster Service Workers - Your Responsibilities in Case of Emergency

All City employees are designated Disaster Service Workers under state and local law. If the Mayor or an authorized City official proclaims a local emergency due to actual or threatened disaster such as earthquake, fire, riot, etc., City employees, as Disaster Service Workers, may be required to provide services during the emergency and subsequent period of assessment and recovery.

Simply put, being a Disaster Service Worker means that any time a catastrophic event—natural or manmade—places life or property in jeopardy, you could be assigned to any disaster service activity that promotes the protection of public health and safety. Your assignment might require you to serve at a location, at times and/or under conditions that significantly differ from your normal work assignment. As a Disaster Service Worker, however, you have an absolute obligation to serve the public in a time of need in whatever role you are directed to perform by a superior or by law.

All Disaster Services Workers will be issued a citywide identification badge. You must have your badge with you at all times.

Catastrophic Event While on Duty: Should a catastrophic event occur while you are on duty, report immediately to your supervisor or designated areas for assignment.

Catastrophic Event While off Duty: Should a catastrophic event occur while you are off duty, you should ensure the safety of your family and follow your department's instructions. In the event that phone lines are down, you are required to listen to the radio for any reporting instructions.

In the event of an emergency, the City may contact you via its two-way emergency communication system on your home phone, cell phone, work phone, and/or work email. Please be aware that the system uses an electronic communication, so you may think it is an unsolicited "robo-call." Do NOT hang up; you are required to listen to the entire message, follow the instructions and report for your emergency assignment if so directed.

Use of Public Transportation

City employees are encouraged to use public transit—not only for the journey between home and work, but also during the course of the business day. San Francisco Municipal Transportation Agency offers frequent service in the City on its buses, streetcars and cable cars. Although a City automobile may be available for your use for work-related travel, congestion and parking usually make public transportation a more convenient way to travel.

Call the San Francisco Municipal Transportation Agency Telephone Information Center at (415) 673-MUNI for the latest information on fares and schedules, or call (415) 923-6336 for computerized schedule information.

City Vehicles

City vehicles are a resource whose use is limited by law. Like all City resources, City vehicles are to be used for City business only. Except where explicitly authorized to do so, employees may not take City vehicles home. City vehicles may not be used for personal business. Any citations you receive while using a City vehicle are your responsibility. Employees who violate the Vehicle Code or any other applicable laws and City policies in City vehicles may be subject to disciplinary action, up to and including termination.

Improving the Quality of Your Workplace

Be conscientious about the public's and clients' perceptions of your activities and your work environment. Do your part in maintaining a clean and orderly workspace, particularly if you have interaction with the public.

Keep in mind how your actions may be interpreted by the public. For example, if you are on break, a member of the public may not know this. Therefore, you should avoid reading newspapers or magazines at your desk or eating your lunch in a high visibility area. Keep non-business visitors and personal visiting to an absolute minimum. Improve the quality of your workplace by striving to maintain high standards and providing the best service possible.

-- END --

Exhibit D



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

MEMORANDUM
CSC No. 2017 - 01

GINA M. ROCCANOVA
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

F. X. CROWLEY
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

MICHAEL L. BROWN
EXECUTIVE OFFICER

DATE: February 8, 2017

TO: Department Heads
Departmental Personnel Officers
Employee Organization Representatives,

FROM: Michael L. Brown, Executive Officer
Civil Service Commission

SUBJECT: Policy on Family and Romantic Relationships at Work

At the Regular Civil Service Commission meeting of February 6, 2017, the Commissioners adopted the attached policy regarding Family and Romantic Relationships at Work. It is important to note that this policy will affect all employees of the City and County of San Francisco, including elected officials, interns and volunteers.

The policy encompasses requirements that already exist by virtue of the Charter, Employee Handbook, and Campaign and Governmental Conduct Code. The policy specifically expands the romantic and family relationship reporting requirements to avoid the perception of favoritism or nepotism. The policy clarifies that direct supervision of a related person (as defined in the policy to include both relatives and romantic relationships) is not allowed, and that indirect supervision of related persons may only be allowed if a management plan is in place to address potential conflicts of interest.

The Department of Human Resources (DHR) will be involved in the next phase of mass training for Human Resource professionals within Departments, Department Heads, managers, supervisors and employees. In addition, DHR will serve as a resource for Human Resource professionals who are resolving potential conflicts.

If you have specific questions or concerns regarding the policy, please feel free to contact our office.

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN
Executive Officer



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

February 8, 2017

City and County of San Francisco Civil Service Commission Policy Regarding Family and Romantic Relationships at Work (Adopted By the Civil Service Commission on February 6, 2017)

GINA M. ROCCANOVA
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

F. X. CROWLEY
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

MICHAEL L. BROWN
EXECUTIVE OFFICER

I. Purpose

The City and County of San Francisco (City) Civil Service Commission is committed to maintaining a professional work environment free of conflicts of interest, nepotism, and favoritism. A workplace where employees maintain clear boundaries between family, personal, and work relationships leads to an environment that:

- Is fair, equitable, and safe;
- Promotes high employee morale; and
- Ensures trust in the City's merit-based employment system.

With over 30,000 employees, it is not surprising that members of the same family and people in romantic relationships may work for the City. In general, these relationships do not pose workplace problems. The purpose of this policy is to explain when family and romantic relationships may cause problems, or the appearance of problems, related to nepotism, favoritism, or conflicts of interest at work. This policy also establishes standards and disclosure requirements to prevent those problems from occurring.

Nepotism occurs when family members favor other family members in employment decisions. Nepotism does not align with the City's policy and practice of making employment decisions based solely on City needs, merit-based processes, and individual qualifications, skills, knowledge, abilities, and performance.

Romantic relationships between supervisors and subordinate employees may raise issues of conflict of interest, abuse of authority, or favoritism. These relationships also have the potential to adversely impact other employees. Moreover, the real or perceived power imbalance that may exist between a supervisor and a subordinate may raise questions about mutual consent.

People in both family and romantic relationships are referred to as "related persons" (defined in Section III below) solely for purposes of this policy.

II. Applicability

This policy applies to all City officers, elected officials, employees (including permanent civil service, exempt, temporary, full and part time, and provisional), interns, and volunteers. These individuals are referred to collectively as “employees” solely for purposes of this policy.

III. Definitions

Employment decisions: Refers to the full array of decisions and actions that involve City employees and their employment, including, but not limited to, decisions related to hiring, supervision, promotion, compensation, work hours, assignment of duties, performance evaluation, discipline, termination, and decisions involving other terms and conditions of employment such as those listed in Section IV below.

Related person(s):

(A) A family member, whether by blood, adoption, marriage, or domestic partnership, including:

- Spouse;
- Domestic partner;
- Child;
- Parent;
- Grandparent/Grandchild;
- Aunt/Uncle;
- Sibling;
- First cousin;
- Niece/Nephew; and
- Any corresponding in-law, step, or foster relation

(B) A consensual romantic relationship occurring within the last two years. This includes, but is not limited to sexual, dating, engagement, or other intimate relationships.

Direct supervision: One employee directing the work of another employee. This includes temporary and project-based assignments.

Indirect supervision: One employee is responsible for the work of another employee through the organizational structure or chain of command. This includes temporary and project-based assignments.

IV. Policy

Employees may not make, participate in making, or influence any employment decision involving a related person. This includes, but is not limited to:

- Hiring, promoting, transferring, or re-assignment;
- Serving on a hiring panel;
- Developing, administering, or rating a civil service exam;
- Initiating an administrative investigation or discipline;
- Assigning work;
- Preparing, conducting, or contributing information to a performance appraisal;
- Approving overtime or any other compensated time;
- Approving vacation, sick, or other leave time;
- Granting or denying permission to attend a conference or other work-related event; and
- Approving reimbursement for work-related expenses.

Employees are prohibited from directly supervising related persons.

It is best practice that employees do not indirectly supervise related persons. Exceptions to this policy for indirect supervision may be made on a case by case basis as set forth in Section V.2 below.

Nothing in this policy prohibits an employee from acting as a personal reference or providing a letter of reference for a related person seeking appointment to a position in any City department, board, commission, or agency, other than the employee's department, board, commission, or agency, or to a position under the control of any such department, board, commission, or agency.

This policy does not prohibit a supervisor from making an employment decision that impacts an entire unit or group of employees that includes a related person.

V. Reporting and Compliance Procedures

1. Direct supervision of related persons must be promptly reported by both employees to their departmental personnel officer or human resources manager. Since employees cannot directly supervise related persons, the departmental personnel officer or human resources manager shall remove the conflict.
2. Indirect supervision of related persons must be promptly reported by both employees to their departmental personnel officer or human resources manager to assess the implications for the workplace, and to ensure that employment decisions are made appropriately.

- a. If, for operational reasons, the departmental personnel officer or human resources manager cannot remove the conflict, he or she shall formulate a management plan to address the indirect supervisory relationship while minimizing impact on the employees involved.
- b. At a minimum, all management plans must address reporting relationships, supervision, and evaluation to ensure a supervisor does not participate in employment decisions regarding a related person, as prohibited by this policy.
3. Individuals who become related persons during City employment and while in a direct or indirect supervision situation must promptly disclose the relationship following the process set forth in Section V.1 and 2 above.
4. A department head prohibited under this policy from making, participating in, or influencing employment decisions involving related persons shall delegate in writing the authority to make employment decisions regarding such related persons to another employee within the department.
5. All employees are prohibited from retaliating against anyone who reports a potential violation of this policy.

VI. Investigations and Penalties

All employees must cooperate with any investigation into possible violations of this policy. Violations may include, but are not limited to:

- Failing to report, or actively concealing, a relationship that falls within this policy; or
- Retaliating against another employee who has made a report under this policy.

Violations of this policy may lead to discipline, up to and including termination.

Employee questions about this policy should be directed to the departmental personnel officer or human resources manager.

The City's policies on appropriate workplace conduct and sexual harassment are posted on the Department of Human Resources website at www.sfdhr.org. The requirements set forth in this policy are in addition to those set forth in San Francisco Campaign and Governmental Conduct Code section 3.212 (Decisions Involving Family Members).

CIVIL SERVICE COMMISSION



MICHAEL L. BROWN
Executive Officer

Exhibit E



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

MEMORANDUM
CSC No. 2014 - 10


SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

Date: April 24, 2014
To: Department Heads
Human Resources Representatives
Cc: Micki Callahan, Human Resources Director
From: Jennifer Johnston, Executive Officer 
Subject: **Policy and Guidelines regarding Future Employment Restrictions
under Civil Service Rule Series 022**

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

Civil Service Rule Series 022 provides that the appointing officer or Human Resources Director may impose restrictions on a separated employee's future employment with the department and/or City—either indefinitely or conditioned on the individual meeting certain requirements—subject to appeal to the Civil Service Commission (“Commission”). Such restrictions apply to all future employment with the City in any appointment type (e.g., permanent civil service, exempt, provisional, etc.).

This memorandum states the Commission's policies and guidelines on the imposition, removal and appeal of such future employment restrictions, as adopted by the Commission on April 21, 2014. Civil Service Adviser No. 021 provides additional guidance on appeals of proposed restrictions on future employment.

I. Authority

Under Charter Section 10.100, the Commission is charged with “the duty of providing qualified persons for appointment to the service of the City and County.” Charter Section 10.101 provides that the Commission shall adopt rules, policies and procedures to carry out the civil service merit system provisions of the Charter, including rules governing eligibility for employment with the City and County of San Francisco.

II. Overview

Departments have an affirmative duty to their employees, other departments, the taxpayers of the City and County of San Francisco and the individuals to whom

the City provides services, to ensure that the selection and appointment of individuals for City employment is done in a careful and responsible manner. This includes the obligation to review the circumstances of any negative separation to determine whether it would be appropriate to restrict a former employee's future employment with the City.

This also includes the responsibility to review the employment history of any current or former employee prior to making an appointment. Departments are prohibited from appointing individuals with any applicable restriction on their future employment, irrespective of the appointment type of the position (e.g., permanent civil service, temporary exempt, provisional, etc.).

There are two primary benefits of future employment restrictions. First, they serve to limit the possibility of a City department making any hiring decision mistakes in the future and/or exposing itself to liability for negligent hiring. This is particularly important in light of the fact that there may not be sufficient existing documentation regarding the circumstances of a former employee's release, since City departments are not required to retain a former City employee's personnel file more than seven years following separation pursuant to the Commission's Citywide Employee Personnel Records Guidelines. Second, individuals who are restricted from future employment with the City do not get referred to a department for selection off of an eligible list, and therefore do not count against the number of reachable eligibles that a department may consider for employment under the applicable certification rule.

III. Imposing a Restriction

When to Impose a Restriction on Future Employment

All negative separations (e.g., discharge/negative release/termination, disciplinary release from probation, designation of services unsatisfactory following a resignation, etc.), irrespective of appointment type (e.g., permanent civil service, exempt, etc.), should be evaluated to determine whether a restriction on future employment would be appropriate.

This evaluation should be on a case-by-case basis, based on the totality of the circumstances (e.g., the egregiousness of the conduct, the consequences of the conduct, whether it was repeated or a one-time occurrence, etc.). *Generally speaking*, and depending on the circumstances, one or more of the following situations would likely merit a future employment restriction of some kind (note that the following is not intended to be an exhaustive list):

- Egregious misconduct (malfeasance or nonfeasance) (e.g., being intoxicated in the workplace).
- Serious unethical conduct which may mar the department's reputation and/or the public's trust in the department/City (e.g., using one's City position for personal gain).
- Misappropriation of public/City/department funds or property.
- Destruction or serious misuse of public/City/department property.
- Mistreatment of persons (e.g., sexual harassment, violence in the workplace).
- Acts or conduct which presented a danger to the health and safety of the individual, his or her coworkers or members of the public.

- Significant, continued performance issues/deficiencies that would indicate that the individual would not satisfactorily perform the duties of his or her future employment with the City.

Type of Restriction to be Imposed

There are a multitude of different types of restrictions that a department may consider. They range from any of the following or a combination of the following: requiring evidence of subsequent satisfactory work performance outside the City for a specified duration; cancelling eligibility status; restricting employment in a particular department, classification or type of job (for example a job that requires driving); and, any other job-related restrictions, up to and including no future employment with the department and/or City and County of San Francisco.

Except in cases of misconduct/malfeasance, the Commission *generally* favors demonstration of satisfactory work experience outside the City consistent with the position for a period of time, prior to allowing a former employee to return to the City workforce.

Departments must be thoughtful in recommending a department-specific ban instead of a City-wide ban, as the latter would be more appropriate absent special circumstances unique to a specific department. For example, an individual who was separated from City employment for violating the City's policy prohibiting workplace violence should be banned from employment in all City departments, not just the one from which he or she was separated. Likewise, a restriction on future employment conditioned on proof of a satisfactory driving record for an individual separated for numerous driving infractions/accidents should apply to any driving position with the City, not just those with the department from which he or she was separated.

There must also be a nexus between the conduct that resulted in the negative separation and the type of the restriction. For example, if an employee has been released due to his or her unsafe driving, the restriction should be related to restricting that person's employment in a driving position with the City pending proof of a satisfactory driving record in a similar position for another employer. Note that this would not prohibit the individual from being appointed to non-driving positions with the City. Again, the restriction should be for *any* driving position with *the City* (not just with the specific department), since many City departments have driving positions.

The severity (scope and duration) of the restriction should also be correlative to, and commensurate with, the conduct that resulted in the negative separation. The duration of the restriction should be meaningful, and should be whatever time period the department believes would be enough to correct the employee's conduct that led to his or her negative separation. Permanent, unconditional bans should be imposed judiciously and only in circumstances that would merit such a severe restriction.

Effective Date of the Employment Restriction

If appealed, recommendations on future employment restrictions become final by action of the Civil Service Commission. In the absence of an appeal, a recommendation of the appointing officer or Human Resources Director that results in a "Final Administrative Action" is in effect a

final action of the Commission, provided that the restriction conforms to Civil Service Rules and applicable laws.

Individuals are placed under general waiver for all appointments pending resolution of an appeal of a restriction on their future employment in accordance with the Civil Service Rules. Further, the Department of Human Resources (“DHR”) and the Municipal Transportation Agency (“MTA”) place individuals under general waiver on all eligible lists pending the outcome of any grievances/arbitrations regarding their dismissal, discharge or termination.

Unless it is a permanent, unconditional ban on any and all future City employment, an individual may still be placed on an eligible list for future consideration under waiver pending satisfaction of any conditions on his or her future employment.

IV. Appeals

The decision of the appointing officer or Human Resource Director to impose restrictions on an individual’s future employment with the City may be appealed to the Commission in accordance with Rule Series 022. The Commission may uphold, modify or expand the recommendation of the appointing officer on the future employment restriction. Again, see Civil Service Adviser No. 021 for additional guidance on appeals of future employment restrictions.

A proposed employment restriction should not be rescinded solely because it has been appealed to the Commission. A department should only consider rescinding a proposed restriction for good cause (e.g., in the event that the department learns of new information that mitigates the conduct, or if DHR advises that the circumstances do not warrant the proposed restriction, etc.).

Commission’s Review

The Commission does not determine if the negative release itself was appropriate, nor does it re-adjudicate an arbitrator’s decision. Rather, the Commission’s role is to determine *if the proposed restriction on future employment is appropriate* (i.e., whether the circumstances surrounding the individual’s negative separation merit a restriction on his or her future employment with the City/department; and whether the scope, duration and type of restriction itself is appropriate under the circumstances).

Requirement for a Staff Report

As indicated, the individual is placed under general waiver for all appointments pending resolution of an appeal of a restriction on future employment to the Civil Service Commission. Therefore, departments are required to submit a staff report to the Commission within sixty (60) calendar days of receiving notification of an appeal on a future employment restriction to ensure that the matter is resolved expeditiously.

The department’s staff report should support the department’s position and address the issue to be determined on appeal: whether the proposed restriction on future employment is appropriate (i.e., whether the circumstances surrounding the individual’s negative separation merit a restriction

on his or her future employment with the City/department; and, whether the scope, duration and type of the restriction itself is appropriate under the circumstances).

The department must notify the Executive Officer as soon as possible if the individual has filed a grievance or lawsuit challenging the underlying separation so that the matter may be postponed until that proceeding has concluded. In the event that the former employee's separation is overturned, therefore making the appeal moot, the department must submit a Form 13 with supporting documentation within ten (10) business days to request administrative closure. In the event that the former employee's separation is upheld, the department must submit a staff report within sixty (60) calendar days so that the appeal can be scheduled for a Commission hearing.

The appeal will be calendared at the next Commission hearing date following receipt of the staff report in accordance with the Commission's meeting calendar.

V. Removing a Restriction

Permanent restrictions on future employment may never be removed. Unless the restriction specifically indicates that it is a "permanent" ban on the individual's future employment with the City and/or department, it will be considered to be a non-permanent restriction eligible for reconsideration after five years in accordance with Civil Service Rule Series 022. A permanent restriction must specify, for example, "Permanent restriction on any future employment with the City and County of San Francisco;" or "Permanent restriction on any future employment in a driving position with the City and County of San Francisco;" or "Permanent restriction on any future employment with the MTA;" etc. Citywide bans imposed before April 21, 2014 are considered permanent restrictions and are therefore not subject to reconsideration.

Non-permanent, unconditional future employment restrictions may be removed by action of the Commission; and conditional restrictions on future employment may generally be removed with the approval of the Human Resources Director (or Director of Transportation, if the conditional restriction is specific to an MTA service-critical class or position), unless otherwise specified by the Commission. The removal of a restriction does not serve to rescind or abrogate the Commission action that imposed the restriction in the first place.

The procedures for removing a future employment restriction are outlined below. In all instances, it is the individual's responsibility to submit a *complete and thorough* request that the restriction/ban be lifted, including all relevant documentation in support of the request.

Individuals cannot be considered for employment in accordance with the terms of any restriction until it is removed. Therefore, DHR and/or the department should endeavor to respond to and process an individual's request to have a non-permanent ban lifted within a reasonable amount of time.

Request to Remove a Conditional Restriction

Unless otherwise specified by the Commission, the Human Resources Director (or Director of Transportation, if the conditional restriction is specific to an MTA service-critical class or

position) may approve the removal of a conditional restriction on an individual's future employment upon determination that he or she has met or otherwise satisfied the terms or conditions of that restriction (e.g., future employment conditioned on the demonstration of one year of satisfactory service with another employer, future employment conditioned on the demonstration of a satisfactory driving record for a period of five years, etc.).

DHR/MTA should endeavor to respond to an individual's *complete* request to remove a conditional ban within thirty (30) calendar days of receipt of the request, notifying him or her of the Human Resources Director's/Director of Transportation's determination on whether the terms or conditions of the restriction have been met. The decision of the Human Resources Director/Director of Transportation is not appealable to the Commission.

Requests to Remove a Non-Permanent, Unconditional Restriction (Requests for Reconsideration)

As indicated, the removal of a non-permanent, unconditional ban may only be done through Commission action. Civil Service Rule Series 022 governs the process and procedures for a request to remove such restrictions.

Departments are required to forward to DHR within thirty (30) calendar days, an individual's *complete* request to lift a non-permanent and an accompanying memorandum with the department's recommendation on whether the request should be approved, declined or modified, and the reason(s) therefor. The memorandum must also include sufficient information that may be available regarding the circumstances of the individual's negative separation (including an overview of what happened and the reason(s) for the separation) and any supporting relevant documentation to inform the Human Resources Director's recommendation to the Commission

Within sixty (60) calendar days of receipt of the department's memorandum, DHR must submit a staff report to the Commission (with the department's memorandum packet attached) with the Human Resources Director's recommendation to either approve, decline or modify the individual's request to remove the restriction, and the reason(s) therefore.

VI. Additional Roles and Responsibilities

Appointing Officers/Departments

An Appointing Officer must properly notify an individual of his or her intent to impose a restriction on his or her future employment in accordance with the procedures prescribed by DHR. The notification must clearly indicate the type (i.e., whether it is permanent or not), scope and duration of the restriction; and it must include information on the process for appealing the restriction. Departments are also required to adequately document in the system of record the base(s) for the employment restriction.

Departments are responsible for ensuring that any proposed employment restriction is appropriately and accurately documented in the system of record and in the individual's personnel file. Departments are also responsible for documenting in the system of record when an individual has appealed a proposed employment restriction, and what the disposition was if the matter did not

ultimately go before the Commission for review.

Finally, departments are responsible for ensuring that any other necessary actions are undertaken to implement a final employment restriction. This includes notifying the DHR Recruitment and Assessment Services Division and/or the MTA of any restriction that requires that an individual's name from any eligible lists.

Human Resources Director/DHR and Director of Transportation/MTA

The Human Resources Director is responsible for establishing the procedures for implementing these policies and guidelines for all departments except for the MTA, which shall be the responsibility of the Director of Transportation.

DHR is required to report to the Commission in February and August of each year with information on individuals who appealed a restriction on their future employment but ultimately withdrew the appeal because the department reduced or rescinded the restriction. The MTA is also required to report such information to the Commission for MTA service-critical positions in February and August of each year.

DHR and the MTA are responsible for ensuring that the Human Resources Director's/Director of Transportation's decision to lift a conditional employment restriction is appropriately and accurately documented in the system of record, and that any other necessary actions are undertaken to implement that decision.

Executive Officer/Commission Staff

The Executive Officer is responsible for ensuring that departments understand their roles and responsibilities as outlined herein. This includes providing any training that may be needed.

The Executive Officer is also responsible for notifying all parties of the Commission's action on an appeal or request to remove an employment restriction, and for ensuring that such action is properly documented in the system of record.

QUESTIONS

Questions on Civil Service Rules or Commission policies, procedures and guidelines may be directed to Commission staff at (415) 252-3247.

Exhibit F

PREFACE TO THE

CAMPAIGN AND GOVERNMENTAL CONDUCT CODE

This electronic version of the City and County of San Francisco Municipal Code is updated as amending legislation is approved. New Ordinance Notices are inserted where applicable to call the user's attention to material that has been affected by legislation that has been passed but is not yet effective. Any references to such legislation are also compiled in a table at the end of this Code. The amendments are then incorporated into the Code when they become effective.

Beginning with ordinances passed in 2011, all ordinances affecting this Code are summarized in a table that lists the identifying information (ordinance and file numbers), effective date, short title, and sections affected for each such ordinance. Users should note that the operative date of an ordinance may be later than the effective date of the ordinance. A delayed operative date will be noted in the ordinance.

This Code may contain various Editor's Notes (explaining the disposition of or cross referencing various provisions), and/or Codification Notes (documenting scrivener's errors and the like found in the underlying ordinances). Such notes have been inserted by the publisher for the convenience of the user or as historical references. They have not been approved or adopted by the City and County of San Francisco, and are of no legal force or effect.

Article

- I. ELECTION CAMPAIGNS**
- II. LOBBYING**
- III. CONDUCT OF GOVERNMENT OFFICIALS AND EMPLOYEES**
- IV. PROTECTION OF WHISTLEBLOWERS**

SEC. 2.140. POWERS AND DUTIES OF THE ETHICS COMMISSION.

- (a) The Ethics Commission shall prescribe the format for the submission of all information required by this Chapter.
- (b) Upon request by the Board of Supervisors or the Mayor, the Ethics Commission shall compile the information submitted pursuant to this Chapter and forward a report of the compiled information to the Board of Supervisors and the Mayor within thirty days of receipt of the request.
- (c) Upon request by the Board of Supervisors or the Mayor, the Ethics Commission shall file a report with the Board of Supervisors and the Mayor on the implementation of this Chapter within thirty days of receipt of the request.
- (d) The Ethics Commission shall preserve all original reports, statements, and other records required to be kept or filed under this Chapter for a period of five years. Such reports, statements, and records shall constitute a part of the public records of the Ethics Commission and shall be open to public inspection.
- (e) The Ethics Commission shall provide formal and informal advice regarding the duties under this Chapter of a person or entity pursuant to the procedures specified in San Francisco Charter Section C3.699-12.
- (f) The Ethics Commission shall have the power to adopt all reasonable and necessary rules and regulations for the implementation of this Chapter pursuant to Charter Section 15.102.

(g) The Ethics Commission shall conduct quarterly workshops concerning the laws relating to lobbying.

■ (Added by Ord. 71-00, File No. 000358, App. 4/28/2000; amended by Ord. 235-09, File No. 090833, App. 11/10/2009)

SEC. 2.160. [REPEALED.]

■ (Added by Ord. 222-00, File No. 000741, App. 9/29/2000; repealed by Ord. 235-09, File No. 090833, App. 11/10/2009)

SEC. 3.1-107. DISCLOSURE CATEGORY 1.

Unless otherwise specified, for each department or agency, Disclosure Category 1 shall read:

"Disclosure Category 1. Persons in this category shall disclose income (including gifts) from any source, interests in real property, investments, and all business positions in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management."

(Added by Ord. 71-00, File No. 000358, App. 4/28/2000; Ord. 320-10, File No. 101272, App. 12/23/2010)

■ (Derivation: Former Administrative Code Section 58.8)

SEC. 3.212. DECISIONS INVOLVING FAMILY MEMBERS.

(a) **Prohibition.** No officer or employee of the City and County may make, participate in making, or otherwise seek to influence a decision of the City and County regarding an employment action involving a relative. Nothing in this Section shall prohibit an officer or employee from acting as a personal reference or providing a letter of reference for a relative who is seeking appointment to a position in any City department, board, commission or agency other than the officer or employee's department, board, commission or agency or under the control of any such department, board, commission or agency.

(b) **Delegation.** A Department Head who is prohibited under Subsection (a) from participating in an employment action involving a relative shall delegate in writing to an employee within the department any decisions regarding such employment action.

(c) **Definitions.** For purposes of this Section, the term "employment action" shall be limited to hiring, promotion, or discipline, and the term "relative" shall mean a spouse, domestic partner, parent, grandparent, child, sibling, parent-in-law, aunt, uncle, niece, nephew, first cousin, and includes any similar step relationship or relationship created by adoption.

■ (Added by Proposition E, 11/4/2003)

SEC. 3.214. DISCLOSURE OF PERSONAL, PROFESSIONAL AND BUSINESS RELATIONSHIPS.

(a) **Disclosure.** A City officer or employee shall disclose on the public record any personal, professional or business relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned. For the purposes of this Section, the minutes of a public meeting at which the governmental decision is being made, or if the governmental decision is not being made in a public meeting, a memorandum kept on file at the offices of the City officer or employee's department, board, commission or agency shall constitute the public record.

(b) **Penalties.** A court may void any governmental decision made by a City officer or employee who fails to disclose a relationship as required by Subsection (a) if the court determines that: (1) the failure to disclose was willful; and (2) the City officer or employee failed to render his or her decision with disinterested skill, zeal, and diligence and primarily for the benefit of the City. No other penalties shall apply to a violation of this Section, provided that nothing in this Section shall prohibit an appointing authority from imposing discipline for a violation of this Section.

(c) **Regulations.** The Ethics Commission may adopt regulations setting forth the types of personal, professional and business relationships that must be disclosed pursuant to this Section.

■ (Added by Proposition E, 11/4/2003)

SEC. 3.216. GIFTS.

(a) **Prohibition on Bribery.** No person shall offer or make, and no officer or employee shall accept, any gift with the intent that the City officer or employee will be influenced thereby in the performance of any official act.

(b) **General gift restrictions.** In addition to the gift limits and reporting requirements imposed by the Political Reform Act and this Code and any subsequent amendments thereto, no officer or employee of the City and County shall solicit or accept any gift or loan from a person who the officer or employee knows or has reason to know is a restricted source, except loans received from commercial lending institutions in the ordinary course of business.

(1) **Restricted Source.** For purposes of this section, a restricted source means: (A) a person doing business with or seeking to do business with the department of the officer or employee; or (B) a person who during the prior 12 months knowingly attempted to influence the officer or employee in any legislative or administrative action.

(2) **Gift.** For purposes of this subsection, the term gift has the same meaning as under the Political Reform Act, California Government Code Section 81000 et seq., and the regulations adopted thereunder, including any subsequent amendments. Gifts exempted from the limits imposed by California Government Code Section 89503 and Section 3.1-101 of the Campaign and Governmental Conduct Code shall also be exempted from the prohibition set forth in this subsection.

(3) **Regulations.** The Ethics Commission shall issue regulations implementing this section, including regulations exempting voluntary gifts that are nominal in value such as gifts that are given by vendors to clients or customers in the normal course of business.

(c) **Gifts from Subordinates.** No officer or employee shall solicit or accept any gift or loan, either directly or indirectly, from any subordinate or employee under his or her supervision or from any candidate or applicant for a position as a subordinate or employee under his or her supervision. The Ethics Commission shall issue regulations implementing this Section, including regulations exempting voluntary gifts that are given or received for special occasions or under other circumstances in which gifts are traditionally given or exchanged.

(d) **Gifts of Travel.**

(1) **Gifts to Elected Officers.** In addition to the gift limits and reporting requirements imposed by the Political Reform Act and this Code, no elected officer may accept a gift of transportation, lodging, or subsistence for any out-of-state trip paid for in part by an individual or entity other than the City and County of San Francisco, another governmental body, or a bona fide educational institution, defined in Section 203 of the Revenue and Taxation Code, unless the officer has first disclosed on a form filed with the Ethics Commission:

(A) the name of the individual or entity and the total amount that will be paid by the individual or entity to fund the trip, including but not limited to the amount directly related to the cost of the elected officer's transportation, lodging, and subsistence;

- (B) the name, occupation and employer of any contributor who has contributed more than \$500 to the individual or entity funding the trip and whose contributions were used in whole or in part to fund the trip;
- (C) a description of the purpose of the trip and the itinerary; and
- (D) the name of any individual accompanying the official on the trip who is:
 - (i) a City employee required to file a Statement of Economic Interests,
 - (ii) a lobbyist or campaign consultant registered with the Ethics Commission,
 - (iii) an employee of or individual who has any ownership interest in a lobbyist or campaign consultant registered with the Ethics Commission, or
 - (iv) the individual funding the trip, or an employee or officer of the entity funding the trip.

(2) **Reimbursement of Gifts of Travel.** In addition to any other reporting requirements imposed by the Political Reform Act or local law, an elected officer who reimburses an individual or entity for a gift of transportation, lodging or subsistence related to out-of-state travel and thereby avoids having received or accepted the gift shall file a form with the Ethics Commission within 30 days of such reimbursement disclosing:

- (A) the name of the individual or entity that originally paid for the transportation, lodging or subsistence;
- (B) the amount paid by the individual or entity for the elected officer's transportation, lodging or subsistence;
- (C) the amount reimbursed by the elected officer to the individual or entity and the process used to determine that amount; and
- (D) a description of the purpose of the trip and the itinerary.

(3) **Format.** The Ethics Commission shall provide forms for the disclosure required by this subsection and shall make the completed forms available on its website.

(4) **Definition.** For the purpose of this subsection, the term "elected officer" means the Mayor, member of the Board of Supervisors, City Attorney, District Attorney, Public Defender, Assessor, Treasurer, and Sheriff.

(e) **Restrictions.** Nothing in this section shall prohibit a City department, agency, board or commission from imposing additional gift restrictions on its officers or employees.

(Added by Proposition E, 11/4/2003; amended by Ord. 128-06, File No. 060217, App. 6/22/2006; Ord. 301-06, File No. 061333, App. 12/18/2006; Ord. [107-11](#), File No. 110335, App. 6/20/2011, Eff. 7/20/2011)

SEC. 3.236. AIDING AND ABETTING.

No person shall knowingly and intentionally provide assistance to or otherwise aid or abet any other person in violating any of the provisions of this Chapter.

(Added by Proposition E, 11/4/2003)

Exhibit G

UNDERSEAL

FILED

JAN 15 2020

UNITED STATES DISTRICT COURT

for the

Northern District of California

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

United States of America
v.
MOHAMMED COLIN NURU and
NICK JAMES BOVIS

Case No.

MAG
3 20 70028

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of March 22, 2018 in the counties of San Francisco & San Mateo in the Northern District of California, the defendant(s) violated:

Table with 2 columns: Code Section, Offense Description. Row 1: 18 U.S.C. §§ 1343, 1346; Honest Services Wire Fraud. Row 2: Honest Services Wire Fraud.

This criminal complaint is based on these facts:

Please see the attached affidavit of FBI Special Agent James A Folger.

Continued on the attached sheet.

Approved as to form

Signature of AUSA Scott Joiner

Signature of James A. Folger

Complainant's signature

James A. Folger, Special Agent, FBI

Printed name and title

Sworn to before me and signed in my presence.

Date:

1-15-20

Signature of Judge Sallie Kim

Judge's signature

City and state:

San Francisco, CA

Hon. Sallie Kim, U.S. Magistrate Judge

Printed name and title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MOHAMMED COLIN NURU and
NICK JAMES BOVIS

Defendants.

) AFFIDAVIT OF FBI SPECIAL AGENT JAMES A.
) FOLGER IN SUPPORT OF CRIMINAL
) COMPLAINT

) UNDER SEAL

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION AND AGENT QUALIFICATIONS.....1

II. COUNT 1: HONEST SERVICES WIRE FRAUD / AIDING & ABETTING.....3

III. FACTS ESTABLISHING PROBABLE CAUSE5

A. Summary of the Airport Scheme5

B. Summary of Additional Evidence of Corrupt Intent and Modus Operandi.....8

1. Multimillion-Dollar Mixed-Use Development Scheme9

2. Transbay Transit Center Scheme.....9

3. Bathroom Trailer Scheme and Homeless Container Shelter Scheme.....10

4. Vacation Home Scheme.....10

C. Details of Airport Scheme and Additional Evidence of Corrupt Intent.....11

1. San Francisco Airport Scheme.....11

(i) SFO Contracting Process11

(ii) BOVIS Prepares Another Bid With CHS-87857
and CHS-87856 For a Restaurant at SFO12

(a) The January 24, 2018 Meetings at SFO and
Broadway Grill.....12

(b) BOVIS Arranges for BOVIS, NURU,
AIRPORT COMMISSIONER 1, CHS-87856
and CHS-87857 to Meet.15

(c) The March 19, 2018 Meeting at the Broadway
Grill With BOVIS, CHS-87857, CHS-87856,
UCE-7982, and NURU18

(d) NURU Tells BOVIS to Provide a \$5,000 Bribe
for AIRPORT COMMISSIONER 123

(e) BOVIS, NURU, and INDIVIDUAL 1 Meet at
the Broadway Grill.....24

(f) BOVIS Arranges a Meeting with AIRPORT
COMMISSIONER 125

(g) The April 4 Meeting at the Broadway Grill
Involving BOVIS, UCE-7982, CHS-87856,
CHS-87857, NURU, and AIRPORT
COMMISSIONER 1.....26

(h) BOVIS Meets with UCE-7982 on April 5, 2018.....32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(iii) BOVIS Distances Himself From UCE-798242

(iv) Renewed Contact: NURU Meets with the
Confidential Sources in his Office47

2. Multimillion-Dollar Mixed-Use Development Scheme50

3. Transbay Transit Center.....56

4. Bathroom Trailer Scheme and Homeless Container Shelter Scheme.....60

5. Vacation Home Scheme.....70

IV. CONCLUSION.....75

V. REQUEST FOR SEALING.....75

1 **AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT**

2 I, James A. Folger, Special Agent with the Federal Bureau of Investigation, being duly sworn,
3 hereby depose and state the following:

4 **I. INTRODUCTION AND AGENT QUALIFICATIONS**

5 1. I submit this affidavit in support of a criminal complaint against Mohammed Colin
6 NURU and Nick James BOVIS. As set forth below, there is probable cause to believe NURU and
7 BOVIS committed honest services wire fraud in violation of Title 18, United States Code, Sections 1343
8 and 1346, by participating in a scheme to bribe a San Francisco Airport Commissioner (AIRPORT
9 COMMISSIONER 1) to vote to select a restaurant affiliated with BOVIS for an airport lease, and to
10 have the same airport commissioner persuade two other commissioners, whom BOVIS said vote in a
11 block with AIRPORT COMMISSIONER 1, to vote for it as well. Additionally, the intent of NURU and
12 BOVIS is informed by several other ongoing schemes to deprive citizens of honest services by the two
13 targets.

14 2. I am a Special Agent of the FBI and have been so employed since entering the FBI
15 Academy in August 2012. I am sworn and empowered to investigate criminal activity involving
16 violations of federal law. I am currently assigned to FBI's San Francisco Division Public Corruption
17 Squad, which investigates abuse of public office in violation of criminal law, which includes fraud,
18 bribery, extortion, conflicts of interest, and embezzlement. My investigative experience includes, but is
19 not limited to: conducting wire communication interceptions; interviewing subjects, targets and
20 witnesses; executing search and arrest warrants; handling and supervising confidential human sources;
21 conducting surveillance; and analyzing phone records and financial records. Additionally, I received
22 *juris doctor* and Master of Business Administration degrees from the University of San Francisco in
23 2012.

24 3. During my employment with the FBI, I have received formal classroom and field training
25 at the FBI Academy in Quantico, Virginia and graduated from the New Agent Training Program. My
26 training and experience includes, but is not limited to, public corruption, fraud against the government,
27 drug trafficking, gangs, organized crime, and RICO investigations. I have also received additional
28 formal and on-the-job training from the FBI, as well as from the United States Attorney's Office and

1 other federal agents who have done extensive work in the areas of financial crimes and public
2 corruption. I have participated in several investigations involving public corruption, bribery, and fraud,
3 and I have been the lead agent on several of those cases. I have worked on multiple wiretaps while
4 investigating public corruption and gangs. I have received formal training in wiretaps at the FBI
5 academy in Quantico, Virginia as well as on the job training while working on wiretaps in active
6 investigations. I have also received training on phone records and cell tower analysis from members of
7 the Cellular Analysis Survey Team (CAST) and have used this knowledge in numerous investigations.

8 4. To successfully conduct these investigations, I have utilized a variety of investigative
9 techniques and resources including, but not limited to, physical and electronic surveillance, witness
10 interviews, various types of infiltration to include confidential human sources, and cooperating sources.
11 I have utilized pen register and trap and trace devices, mail covers, pole cameras, stationary video
12 recording vehicles, undercover operations, and audio and audio/video recording devices.

13 5. I make this Affidavit based upon personal knowledge derived from my participation in
14 this investigation and upon information I believe to be reliable from the following sources, among
15 others:

- 16 a. my experience investigating honest services wire fraud and other illegal activity
17 relating to public corruption;
- 18 b. oral and written reports about this investigation that I have received from
19 members of the FBI;
- 20 c. physical surveillance conducted by the FBI, the results of which have been
21 reported to me either directly or indirectly;
- 22 d. information obtained from undercover agents;
- 23 e. recorded conversations; and
- 24 f. confidential human sources.

25 6. Because this affidavit is being submitted for the purpose of establishing probable cause in
26 support of the requested Complaint, it does not set forth each and every fact that I, or others, have
27 learned during the course of the investigation. Rather, I have set forth only those facts that I believe are
28 necessary to establish probable cause and to provide the Court with an overview of the facts that

1 establish BOVIS' and NURU's pattern of corrupt conduct and intent to defraud. Unless otherwise
2 indicated, where actions, conversations, and statements of others are described below, they are related in
3 substance and in part. In addition, unless otherwise noted, wherever in this Affidavit I assert that a
4 statement was made, the information was provided by another FBI agent, law enforcement officer,
5 recording, or witness who may have had either direct or hearsay knowledge of that statement and to
6 whom I or others have spoken, or whose reports I have reviewed.

7 7. The conversations I summarize below were largely derived from various meetings and
8 intercepted communications. Collectively, these meetings, calls, and communications were documented
9 in FBI reports and summaries. These reports and summaries describe recorded conversations involving
10 subjects of the investigation, during which the subjects at times use code words and/or cryptic language
11 to disguise conversations about their criminal schemes and related activities. The reports are
12 summarized based on agents' interpretations of the conversations. Some of these reports and summaries
13 contain interpretations of coded words, cryptic language, and vague identifiers. It may be that
14 subsequent review of the recorded conversations and verbatim transcripts may show changes from the
15 summaries initially prepared. Quotations from the recordings are based on informal transcriptions of
16 portions of certain key recordings, which may not be exactly the same as formal transcriptions that are
17 later prepared.

18 **II. COUNT 1: HONEST SERVICES WIRE FRAUD / AIDING & ABETTING (18 U.S.C. §§**
19 **1343, 1346, 2)**

20 8. Beginning in or about January 2018, and continuing through on or about April 4, 2018, in
21 the Northern District of California and elsewhere, the defendants NURU and BOVIS, aided and abetted
22 by each other, knowingly and with the intent to defraud, participated in, devised, and intended to devise
23 a scheme and artifice to defraud the public of its right to the honest services of public officials through
24 bribery and kickbacks in breach of the officials' fiduciary duty, by means of materially false and
25 fraudulent pretenses, representations, and promises, and by means of omission and concealment of
26 material facts. On or about March 22, 2018, in the Northern District of California and elsewhere, for the
27 purpose of executing the aforementioned scheme and artifice to defraud and attempting to do so, the
28 defendants did knowingly transmit and cause to be transmitted in interstate and foreign commerce, by

1 means of a wire communication, certain writings, signs, signals, pictures, and sounds, specifically, a
2 telephone conversation that was transmitted in interstate commerce between a confidential source and
3 BOVIS, in violation of Title 18, United States Code, Sections 1343 and 1346.

4 9. Title 18, United States Code, Sections 1343 and 1346, prohibit honest services wire
5 fraud. The elements of the offense are as follows:

- 6
- 7 a. The defendant knowingly devised or participated in a scheme to defraud the public of its
8 right to the honest services of a public official through bribery or kickbacks in breach of
9 the official's fiduciary duty;
 - 10 b. The defendant did so knowingly and with an intent to defraud, that is, the intent to
11 deceive or cheat the public of honest services;
 - 12 c. The scheme or artifice to defraud involved a deception, misrepresentation, false
13 statement, false pretense, or concealment that was material; and
 - 14 d. The defendant used, or caused to be used, an interstate or foreign wire communication to
15 carry out or attempt to carry out an essential part of the scheme.

16 10. Title 18, United States Code, Section 2, provides that "[w]hoever commits an offense
17 against the United States or aids, abets, counsels, commands, induces or procures its commission, is
18 punishable as a principal."

19 11. Honest services wire fraud does not require the bribe or kickback be completed, or that
20 official action was actually taken, because the criminal act is the creation of a "scheme" to defraud. *See*
21 *Pasquantino v. United States*, 544 U.S. 349, 371 (2005) ("the wire fraud statute punishes the scheme,
22 not its success") (citations, quotations omitted); *Schreiber Distrib. Co. v. Serv-Well Furniture Co.*, 806
23 F.2d 1393, 1400 (9th Cir. 1986) (for mail and wire fraud, it is not necessary to show that the scheme was
24 successful or that the intended victim suffered a loss or that the defendants secured a gain); *see also*
25 *United States v. Kimbrew*, 944 F.3d 810, 815 (9th Cir. 2019) (liability for bribery of a public official, in
26 violation of 18 U.S.C. § 201(b)(2)(A), "does not depend on an outcome; the offense is complete at the
27 moment of agreement, and that agreement need not even be accompanied by the bribe recipient's
28 genuine intentions to follow through."). In addition, "anyone who knowingly and intentionally
participates in the execution of [a] fraudulent scheme comes within the prohibition of the mail and wire
fraud statutes regardless of whether the defendant devised the scheme." *United States v. Holden*, 908
F.3d 395, 400 (9th Cir. 2018) (citation omitted), *cert. denied*, 139 S. Ct. 1645, 203 L. Ed. 2d 918 (2019).

1 **III. FACTS ESTABLISHING PROBABLE CAUSE**

2 **A. Summary of the Airport Scheme**

3 12. Mohammed NURU is the Director of Public Works (DPW) for the City and County of
4 San Francisco, and Chair of the Transbay Joint Powers Authority Board. Based on publicly available
5 data, the total DPW budget exceeded \$500 million in both fiscal years 2018 and 2019.¹ As Director,
6 NURU has great influence over contracts and construction projects granted by DPW. The investigation
7 to date has revealed NURU also uses his position as the director of DPW to attempt to influence other
8 city agencies and officials. Agents have intercepted multiple communications relating to what appear to
9 be a number of gifts and benefits given to NURU in exchange for his influence as Director of DPW,
10 including receiving cost-free or subsidized accommodations and travel to South America and China, and
11 receiving packages of unspecified goods from various individuals engaged in business with DPW. I
12 believe this evidence shows that NURU has leveraged his position to assist individuals who may benefit
13 him financially, including individuals who provide him with free meals, gifts, and travel, and in return
14 ask NURU to use his official position and influence to assist them with DPW approvals, contracts,
15 and/or other City business

16 13. As described below, there is probable cause to believe NURU, along with San Francisco
17 restaurateur Nick BOVIS, participated in a scheme to win a bid for a restaurant lease at San Francisco
18 International Airport (SFO) by bribing and/or paying a kickback to a public official, namely a member
19 of the San Francisco Airport Commission.

20 14. The San Francisco Airport Commission is a public agency consisting of members
21 appointed by the Mayor of San Francisco. Among other duties, the Airport Commission is in charge of
22 contracting with restaurants and other businesses to lease space in the airport. By law, the process is
23 required to be a competitive bidding process, in which the highest or best responsible bidder is awarded
24 the contract. S.F. Admin. Code for the Airport Commission, § 2A.173.

25 15. I believe the facts described below show a scheme by BOVIS and NURU to provide a
26

27 ¹ See <https://data.sfgov.org/City-Management-and-Ethics/Budget/xdgd-c79v>. In FY 2018, the
28 DPW budget totaled approximately \$536 million. This was an increase of over \$100 million from FY
2017, when the budget totaled approximately \$422 million. In FY 2019 the total budget for DPW was
approximately \$525 million.

1 bribe to AIRPORT COMMISSIONER 1. The purpose of the scheme was to have NURU persuade
2 AIRPORT COMMISSIONER 1, who is one of the five members of the Airport Commission and whom
3 NURU helped obtain a position on the Commission, to vote to select a restaurant affiliated with BOVIS
4 for an airport lease, and to have AIRPORT COMMISSIONER 1 persuade two other commissioners,
5 whom BOVIS said vote in a block with AIRPORT COMMISSIONER 1, to vote for it as well. As
6 BOVIS explained to a confidential source during a recorded call, in order to win the bid, NURU had
7 instructed BOVIS to provide \$5,000 to NURU for AIRPORT COMMISSIONER 1 as well as a free trip
8 for AIRPORT COMMISSIONER 1 to the city where the confidential source's company (referred to
9 below as "Company X") is based.² More specifically, during the recorded call on March 21, 2018,
10 BOVIS said: "So he [NURU] told me, he goes, 'just give me, between me and you, I didn't want to say
11 it front of the other people,' he said, 'if you give me like \$5,000 bucks cash for her and send her off to
12 [the city where Company X is based] to meet you guys and I'll get it taken care of.' And I said 'OK.'"
13 BOVIS then told the confidential source, "So, I'll take care of that and get her out there to you." I
14 believe this conversation shows NURU directing BOVIS, in private, to provide a \$5,000 bribe and
15 arrange for a free trip for AIRPORT COMMISSIONER 1 in exchange for help winning the airport
16 lease. BOVIS agreed to the scheme when he said "OK." BOVIS and NURU then took concrete steps to
17 implement the scheme by arranging a private dinner with AIRPORT COMMISSIONER 1 and bringing
18 an envelope full of cash to the meeting.

19 16. On April 4, 2018, BOVIS met with an undercover employee [UCE] and two confidential
20 sources at his Burlingame restaurant just prior to their dinner meeting with NURU and AIRPORT
21 COMMISSIONER 1. After being asked about the \$5,000, BOVIS responded, "Mohammed is real
22 private about that stuff so don't let him know I said anything... He said just give her an envelope... and
23 that will be between me and ...you know, better no one knows. I'll take care of that and then I'll work
24 out with Mohammed on my side, I'm going to do some things for him." BOVIS then showed the UCE
25 that BOVIS had a significant amount of cash in an envelope.

26 17. As described below, NURU's personal efforts to implement the scheme and his
27

28 ² The company is referred to as Company X in this affidavit to protect the identity of confidential sources.

1 incriminating conversations with BOVIS (as relayed by BOVIS to confidential sources and the UCE)
2 are corroborated by phone records that show NURU's repeated contact with BOVIS and AIRPORT
3 COMMISSIONER 1 at the relevant times. His knowing involvement is also corroborated by his
4 attendance at a March 19, 2018 dinner with BOVIS, the UCE, and the confidential sources, as well as
5 his attendance at the April 4, 2018 dinner. During the March 19, 2018 dinner they discussed a plan to
6 make donations to non-profit organizations of AIRPORT COMMISSIONER 1's choosing in exchange
7 for her assistance. Specifically, the UCE asked BOVIS about a comment he made about "giving back to
8 the community" or whether that was a conversation best handled with AIRPORT COMMISSIONER 1.
9 BOVIS responded that he had a nonprofit but he would talk to AIRPORT COMMISSIONER 1. NURU
10 added, "We'll let you know which groups she wants," indicating that he understood any such donations
11 would be in exchange for AIRPORT COMMISSIONER 1's assistance. Before AIRPORT
12 COMMISSIONER 1 arrived at the April 4 dinner, NURU was present when BOVIS, the UCE, and the
13 confidential sources discussed providing AIRPORT COMMISSIONER 1 with a trip in order to secure
14 her support. NURU's knowing participation is further evidenced by his statement to AIRPORT
15 COMMISSIONER 1 later during the same meeting, "we're gonna make this happen for them." When
16 one of the confidential sources discreetly spoke with NURU during the dinner about what they should
17 do with the \$5,000 they had also brought for AIRPORT COMMISSIONER 1, NURU – rather than ask
18 the source what he/she was talking about and without any indication that NURU or BOVIS later
19 reported the conduct to law enforcement or other authorities – instead told the confidential source to
20 give the money to BOVIS to put in a safe.

21 18. As a public official, AIRPORT COMMISSIONER 1 owes the public a fiduciary duty to
22 provide honest services and to select the best or highest bidder after all bids are submitted in a
23 competitive bidding process. As described in more detail below, there is probable cause to believe
24 BOVIS and NURU planned to bribe AIRPORT COMMISSIONER 1 in exchange for an official act to
25 award the lease to BOVIS and the confidential sources, thereby depriving the public of AIRPORT
26 COMMISSIONER 1's honest services. BOVIS and NURU used wire communications – that is, phone
27 calls, text messages, and emails – to arrange meetings and to discuss the scheme.

28 19. On April 5, 2018 (the day after BOVIS showed up to the meeting with NURU and

1 AIRPORT COMMISSIONER 1 with an envelope full of cash), BOVIS told the UCE that, after the
2 confidential sources and the UCE left the dinner, he had a discussion with NURU and AIRPORT
3 COMMISSIONER 1 and offered AIRPORT COMMISSIONER 1 the cash payment he had brought with
4 him to dinner. BOVIS stated that AIRPORT COMMISSIONER 1 did not want the money. BOVIS also
5 told the UCE (and later one of the confidential sources) that he no longer wanted to move forward with
6 the \$5,000 payment and that he should not have suggested it. He continued to discuss with the UCE,
7 however, the possibility that the scheme could instead proceed through a kickback payment.
8 Specifically, instead of an upfront \$5,000 bribe, BOVIS could "take care of" things through BOVIS'
9 licensing fee, which would allow BOVIS to receive a percentage of the money from the restaurant at the
10 airport, after they were awarded the contract. BOVIS told the UCE that he had already told one of the
11 confidential sources that he would make his licensing fee 4% instead of 3%, explaining "it's not much
12 but it's enough to take care of all that... so... and I would have to take, do that myself." The UCE
13 asked, "Is that already arranged between you and, is that through, Mohammed?" BOVIS confirmed,
14 "Yeah, yeah... that way everybody is separated, you know." Such a payment would constitute a
15 kickback, again depriving the public of AIRPORT COMMISSIONER 1's honest services.

16 20. The scheme agreed upon by NURU and BOVIS, however, never came to fruition after
17 BOVIS and others became suspicious the UCE was working on behalf of law enforcement. As BOVIS
18 explained it to the UCE during a recorded conversation on April 5, 2018, "Well, in my brain, what if this
19 is some sort of FBI sting or something?" Despite apparent concerns about the UCE, and the discussion
20 of a bribe on April 4, 2018, NURU remained willing to meet with the same confidential sources and did
21 so again in his office at City Hall on February 13, 2019. During that meeting he again offered assistance
22 securing an airport concession as well as a lease at the Transbay Transit Center.

23 **B. Summary of Additional Evidence of Corrupt Intent and Modus Operandi**

24 21. The investigation to date has also identified additional evidence of the defendants'
25 corrupt intent and modus operandi. This evidence includes the following additional schemes: (1)
26 Multimillion-Dollar Mixed-Use Development Scheme; (2) Transbay Transit Center Scheme; (3)

1 Bathroom Trailer and Homeless Container Shelter Scheme; and (4) Vacation Home Scheme.³ I
2 summarize this evidence below and provide additional detail in the sections that follow.

3 **1. Multimillion-Dollar Mixed-Use Development Scheme**

4 22. As part of this pattern of conduct, intercepted communications show that NURU has
5 attempted to use his official position to benefit a billionaire developer in China who was involved with
6 developing a large multimillion-dollar mixed use project in San Francisco, California. This individual
7 has been identified by the FBI and is referred to below as DEVELOPER 1. In exchange for travel and
8 lodging, high-end liquor, and other gifts and benefits, NURU admitted to working behind the scenes to
9 use his official position to help DEVELOPER 1 with developing a large, multimillion-dollar mixed-use
10 project in San Francisco. In NURU's own words, "Yeah this guy [DEVELOPER 1], you know he's, the
11 guy with the hotels, he's been hooking, uh he's the one hooking us up... We don't, yeah, we don't uh we
12 don't um we don't pay any hotel or anything. They take care of us. They give us good rooms and good
13 service... [DEVELOPER 1 has] a whole list of things that we need to get done... Oh yeah, but I mean,
14 he doesn't you know, he doesn't give money or anything. He lets us stay in his hotels and stuff. He
15 makes all the arrangements for us, which is good. And nice places." The corrupt nature of this
16 arrangement was corroborated by an encrypted message sent from NURU to DEVELOPER 1 on
17 November 4, 2018, shortly after NURU had received luxury accommodations from DEVELOPER 1
18 during NURU's stay in China. The message from NURU stated: "Thank you very much for all your
19 generosity while we were in China. We had a great vacation and my daughter had a wonderful time. I
20 will do my very best to see that your project gets completed. Look forward to seeing you in San
21 Francisco when you come."⁴

22 **2. Transbay Transit Center Scheme**

23
24
25 ³ This affidavit is limited to facts believed to be sufficient for the requested Complaint and does
26 not summarize all evidence known to investigators or every potential scheme uncovered by the
27 investigation to date.

28 ⁴ State and local ethics and disclosure laws require officials like NURU to (among other things)
report potential conflicts of interest and list the gifts they have received, including meals and travel,
every year on a document known as a Form 700. NURU never disclosed any of the travel,
accommodations, or other gifts he received during his 2018 trip to China. I believe this is evidence of
NURU's intent to defraud and his desire to hide the benefits he has received from DEVELOPER 1.

1 23. As noted above, NURU also serves as the Chair of the Board of Directors for the
2 Transbay Joint Powers Authority (TJPA). The TJPA was created by a group of public agencies to
3 oversee, among other things, contracting at the Transbay Transit Center. The TJPA has publicly stated
4 that leases at the Transbay Transit Center would be evaluated based on a point system, determined by
5 the tenant's proposed product, experience, financing, local ties, and other similar criteria. Similar to his
6 efforts in furtherance of the Airport Scheme, NURU appears to have used his position as the chair of the
7 TJPA to attempt to secure a desirable lease for BOVIS in the Transbay Transit Center in exchange for
8 benefits provided by BOVIS. As described further below, NURU also pitched investment in the
9 Transbay Transit Center to FBI confidential sources (in the Spring of 2018 during meetings about the
10 airport scheme) and indicated he would also help them obtain a lease there. During those recorded
11 conversations, NURU shared what he described as confidential information about ongoing lease
12 negotiations. During another recorded meeting at NURU's office on February 13, 2019, NURU
13 indicated his continued willingness to help FBI confidential sources in a similar manner.⁵

14 **3. Bathroom Trailer Scheme and Homeless Container Shelter Scheme**

15 24. As the director of the DPW, NURU also has influence or control over DPW's contracts to
16 purchase portable bathroom trailers. The bathroom trailers are being placed, or are intended to be
17 placed, in various San Francisco locations to alleviate unsanitary conditions caused by the City's
18 ongoing homelessness problem. NURU also has control or influence over a project for the City to
19 purchase tiny container-type portable housing for use by the homeless. NURU has assisted BOVIS with
20 his bids for these projects by, among other things, providing BOVIS with inside information regarding
21 both projects. For his part, BOVIS indicated to his business partners that the competitive bidding
22 process for one of the projects was "just a formality."

23 **4. Vacation Home Scheme**

24
25

26 ⁵ During this same meeting NURU also said he was again willing to help the confidential sources
27 with a bid for an airport concession, which indicates he was not discouraged by (1) his previous
28 discussion of a bribe for an airport commissioner with one of the same confidential sources in April
2018 or (2) the fact that the Airport Scheme never came to fruition.

1 25. NURU owns a vacation home in Northern California near the Mendocino National Forest
2 on Lodoga Stonyford Road in Stonyford.⁶ The home has been extensively remodeled by contractors
3 largely from San Francisco. It is approximately a three and a half hour drive from San Francisco to
4 Stonyford. Currently in San Francisco and the Bay Area, construction and remodels are very common.
5 Local contractors typically have more work than they can handle in the immediate Bay Area. In this
6 economic climate and given the considerable extra expense to a customer, it is remarkable that NURU
7 has contractors from San Francisco driving three and a half hours one way to work on his vacation
8 home. Notably, some of these contractors currently have business with the City and County of San
9 Francisco. One contractor who is sending workers to work on the vacation home, referred to here as
10 CONTRACTOR 1, is the CEO and Vice President of a company that has received numerous contracts
11 with the City and County of San Francisco, including a contract with DPW worth in excess of \$2 million
12 in 2018. As described below, CONTRACTOR 1 appears to have received behind-the-scenes support
13 from NURU to resolve issues with a large-scale project to replace sidewalks on Van Ness Avenue in
14 San Francisco. Based on my training and experience, and on intercepted communications, I believe
15 these contractors are working on NURU's vacation home for free or at a subsidized rate so they can
16 continue to obtain contracts with the City and DPW, as well as receive NURU's support in resolving any
17 issues that may arise with existing and future contracts.

18 **C. Details of Airport Scheme and Additional Evidence of Corrupt Intent**

19 **1. San Francisco Airport Scheme**

20 **(i) SFO Contracting Process**

21 26. The SFO Airport contracting process is a competitive selection process that consists of
22 multiple steps. During the planning stage, airport staff determine the basic business terms, including
23 type of business, location, length of lease, minimum bid, rental rate, required and optional merchandise
24 or services, operational requirements, and construction/improvement requirements.

25 27. A Request for Proposal (RFP) is then issued that describes the business opportunity and
26

27 ⁶ Although the home is technically located in Stonyford, intercepted communications show that
28 NURU and other subjects often refer to the vacation home as being in "Ladoga" or "Lodoga" (Lodoga,
CA is next to Stonyford, CA). For purposes of this affidavit, I use both Stonyford and Lodoga to refer
to NURU's vacation home.

1 establishes the qualification requirements for prospective proposers or bidders with directions on how to
2 submit a proposal or bid. The document also includes the selection criteria that the airport will use in
3 evaluating the proposal. Following the RFP, an Informational Conference is then made available to the
4 public to explain selection process and agreement specifications.

5 28. The RFP bids are then submitted by mail or in person. The proposals are then evaluated
6 and ranked by a panel using the criteria previously outlined in the RFP. The highest bidder/top-ranking
7 proposer then meets with the Human Rights Commission (HRC) representative and enters into a non-
8 discrimination-employment agreement. The selection process then enters into the final stages.

9 29. The San Francisco Airport Commission, which is the Airport's governing body, approves
10 the award of the agreement. The Airport Commission is a public agency established by a San Francisco
11 City Charter in 1970. The Commission consists of five members appointed by the Mayor of San
12 Francisco to four-year terms. AIRPORT COMMISSIONER 1 is a current member of the Airport
13 Commission. If necessary, the agreement is then approved by the Board of Supervisors and ratified by
14 the Mayor. The successful bidder or proposer then becomes an airport tenant.

15 30. The SFO RFP process is required by law to be a competitive process. The San Francisco
16 Administrative Code sets forth the powers and duties of the San Francisco Airport Commission. Per
17 Section 2A.173, the San Francisco Airport Commission "shall also have sole power, subject to a
18 competitive process and award to the highest or best responsible bidder or proposer to lease out any
19 concession wherein the concessionaire is to be given an exclusive right to occupy space on or in airport
20 lands or buildings."

21 (ii) **BOVIS Prepares Another Bid With CHS-87857 and CHS-87856 For a**
22 **Restaurant at SFO**

23 (a) **The January 24, 2018 Meetings at SFO and Broadway Grill**

24 31. On January 24, 2018, CHS-87857 and CHS-87856 attended an outreach meeting at SFO.
25 At this time, both CHS-87857 and 87856 were cooperating with the FBI. As part of this cooperation,
26 they made recordings of telephone conversations and in-person meetings with BOVIS and other
27
28

1 subjects.⁷

2 32. The January 24, 2018 SFO outreach meeting provided information regarding a new SFO
3 concession RFP. The RFP was for Terminal 1 food and beverage concession leases and included nine
4 separate leases. The RFP and the Informational Conference were intended to “inform interested parties
5 about the competitive selection process for this Concession Opportunity” at SFO. The criteria were
6 based on the Proposer’s concept, design intention, amount and source of capital investment funds, and
7 customer service and quality control. One of the leases, Lease #5, was for a chicken quick-serve
8 restaurant. As set forth in the RFP, the submittal deadline for proposals was May 2, 2018.

9 33. The Terminal 1 Retail Concession Leases RFP specifically prohibited any attempt to
10 communicate with or solicit any City and County of San Francisco elected official, member of the
11 Airport Commission, and/or any other City or Airport Commission personnel, except as instructed by
12 the RFP, with the intent to influence the outcome of the selection process. Per the Terminal 1 Food and
13 Beverage Concession Leases, Request for Proposals, Addendum No. 2 dated January 29, 2018:

14 Communication Prior to Lease Award: From the date this RFP is issued
15 until the date the competitive process of this RFP is completed either by
16 cancelation of the RFP or by final action of the Airport Commission and
17 the Board of Supervisors, Proposers and potential Proposers, and/or their
18 representatives or interested parties, shall communicate with the Airport
19 only as instructed in Part II.2 of this RFP.

18 Any attempt to communicate with or solicit any City and County of San
19 Francisco elected official, member of the Airport Commission, and/or any
20 other City or Airport Commission personnel, except as instructed in this
21 RFP, with the intent to influence the outcome of the selection process or
22 award of the Lease is prohibited. Failure to comply with the

21 ⁷ CHS-87856 cooperates with the government in exchange for consideration in a pending federal
22 investigation of CHS-87856 and Company X. I am unaware of any indication that CHS-87856 has been
23 untruthful or unreliable in the past. CHS-87856 was previously arrested and charged with Conspiracy to
24 Transport and Sell Stolen Motor Vehicles, Receipt of a Stolen Motor Vehicle, and Trafficking in a
25 Motor Vehicle with Altered Identification Number. CHS-87856 was found guilty.

24 CHS-87857 cooperates with the government in exchange for consideration in a pending federal
25 investigation of CHS-87857 and Company X. CHS-87857 has no known criminal history according to
26 federal and local criminal checks. Although I believe that CHS-87857 has generally been truthful and
27 reliable, another witness has provided information that suggests CHS-87857 did not disclose an incident
28 involving a prior bribe to a public official before CHS-87857 began cooperating with the FBI.
Specifically, agents interviewed a witness in June 2018 regarding a separate public corruption case, and
that witness stated that CHS-87857 paid for dinners, drinks, hotel rooms, and clothing/sport merchandise
for public officials. In return, these public officials shared information with CHS-87857 about a Request
for Proposal (RFP) before the RFP was publicly announced and while the public official was writing the
RFP. CHS-87857 was later awarded the contract. This happened before CHS-87857 was cooperating
with the FBI. CHS-87857 did not disclose this to the FBI.

1 communications protocol of this RFP may, at the sole discretion of the
2 Airport, result in the disqualification of the Proposer or potential Proposer
3 from the competitive process. This protocol does not apply to
4 communications with the City regarding business not related to this RFP.

5 34. On January 24, 2018, after the SFO outreach meeting, CHS-87857 and CHS-87856 met
6 BOVIS at the Broadway Grill, BOVIS' restaurant in Burlingame, California. The meeting was
7 recorded. At the restaurant, BOVIS, CHS-87857 and CHS-87856 discussed the Terminal 1 RFP and, in
8 particular, Lease #5. They also discussed submitting a proposal to obtain the Lease #5 concession
9 contract for a branch of the Spinnerie, a restaurant located in San Francisco that BOVIS owns. BOVIS
10 told CHS-87857 and CHS-87856 that he would ask his resources in San Francisco city government to
11 determine how to guarantee the concessions opportunity at SFO.

12 35. One of the "resources in San Francisco city government" that BOVIS identified was
13 Mohammed NURU, the Director of DPW. Regarding NURU, BOVIS stated, "this guy here, he's head
14 of DPW, he's come through." After identifying another high-level city official, he continued, "...they're
15 all, they're all, on the, so it's all good." When asked for clarification, BOVIS further explained, "they
16 all work, like, side deals." BOVIS added, "so that's the ones that you need."

17 36. Based upon my training and experience in historic and ongoing investigation of public
18 corruption in the City and County of San Francisco, I believe that the term "side deals" refers to paying
19 bribes, kickbacks, and other favors in exchange for official actions from city officials.

20 37. BOVIS told CHS-87857 and CHS-87856 that NURU was "my best guy that come
21 through for me. He's never failed me. Like when he said he'd gonna do something he did it." With
22 respect to the SFO concession contracts, BOVIS said of NURU, "I'm gonna ask him about the airport
23 and I'll get exact details." BOVIS also said that NURU "knows how to cover his back on all this stuff
24 so it's not a conflict or nothing" and offered to set up a meeting with everyone at the Broadway Grill the
25 next time CHS-87857 and CHS-87856 were in town. Based on my training and experience, I believe
26 when BOVIS said NURU "knows how to cover his back," he meant NURU has possibly concealed
27 illegal activity in the past.

28 38. Discussing their previous failed SFO restaurant bid, BOVIS told CHS-87857 and CHS-
87856 that he thought having the late mayor involved would be enough to get a public official to award

1 them the bid, but he did not realize how political the process was. BOVIS said “I thought I did
2 everything right but I don’t know what happened.” He continued, “I thought the mayor was the best I
3 could do but obviously it wasn’t. See, the problem, in San Francisco too, the politics are just crooked,
4 you know what I mean? And they can go sideways. They even undermine the people in charge.”⁸

5
6 **(b) BOVIS Arranges for BOVIS, NURU, AIRPORT
COMMISSIONER 1, CHS-87856 and CHS-87857 to Meet.**

7
8 39. On February 8, 2018, at approximately 9:35 a.m., CHS-87857 made another recorded call
9 to BOVIS. BOVIS said the previous night he met with AIRPORT COMMISSIONER 1, and she said
10 she wanted to go with him personally and thinks she “is going to talk about what she would take to do
11 it.” I believe such a meeting was a violation of the RFP rules described above, which bar “[a]ny attempt
12 to communicate with or solicit any ... member of the Airport Commission ... with the intent to
13 influence the outcome of the selection process or award of the Lease.” In addition, based on my training
14 and experience, I believe the phrase “what she would take to do it” may refer to the transfer of
15 something of value as a bribe in exchange for her assistance with the selection of their restaurant for the
16 airport lease.

17 40. In that same call, BOVIS stated he met with a “famous lawyer,” who “handles all the
18 stuff.” BOVIS said NURU, his friend at the head of DPW, arranged his meeting with AIRPORT
19 COMMISSIONER 1 so he will meet with her privately and NURU said he would “take care of her and
20 she’ll make it happen.” BOVIS said he would ask AIRPORT COMMISSIONER 1 if they needed to get
21 the lawyer involved since he knows the rest of the commissioners. BOVIS said he told AIRPORT
22 COMMISSIONER 1 they want Lease #5 and after that, they may want to meet with the lawyer. BOVIS
23 and CHS-87857 coordinated travel plans for late February. BOVIS said he was going to call AIRPORT
24 COMMISSIONER 1 to make the appointment and CHS-87857 said he would fly to the Bay Area for the
25 meeting. BOVIS encouraged CHS-87857 to research AIRPORT COMMISSIONER 1 and reiterated
26 that his friend, the head of DPW, apparently meaning NURU, was very close with her. BOVIS told

27
28 ⁸ BOVIS also discussed paying a former elected official to lobby for the airport lease, but expressed concern that it might be too expensive and/or might not be successful. According to BOVIS, NURU would know what to do to ensure they obtained the lease.

1 CHS-87857 that last night AIRPORT COMMISSIONER 1 told BOVIS to “call me right away.”
2 BOVIS told CHS-87857 he would call AIRPORT COMMISSIONER 1 and see what she says about the
3 lawyer.

4 41. Telephone records confirm the February 8, 2018, call between CHS-87857 and BOVIS.
5 In addition, telephone records show BOVIS spoke to NURU on February 6, 2018 and February 7, 2018.
6 Based on the February 8, 2018 conversation between BOVIS and CHS-87857, and my training and
7 experience, I believe the purpose of these calls was to schedule the meeting with AIRPORT
8 COMMISSIONER 1 and to discuss assistance she might provide regarding leases at the airport. BOVIS
9 also spoke to NURU during a telephone call on February 13, 2018. I believe NURU was the conduit
10 between BOVIS and AIRPORT COMMISSIONER 1 and this call was to request NURU’s help to
11 facilitate a meeting with AIRPORT COMMISSIONER 1, CHS-87856, and CHS-87857.

12 42. On February 22, 2018, at approximately 11:48 a.m., CHS-87857 made a recorded call to
13 BOVIS. BOVIS said he was likely meeting with her [believed to be AIRPORT COMMISSIONER 1]
14 on Tuesday. BOVIS and CHS-87857 spoke about a chicken restaurant’s suitability for airports. BOVIS
15 said he was going to set up this upcoming appointment with her and then a meeting after. BOVIS said
16 he would “find out what it takes to do it” and ask her “straightforward” if he needs to hire the attorney
17 “to guarantee it.” BOVIS said he was going to ask her direct questions and “get more of a guarantee.”
18 BOVIS told CHS-87857 that “she is the shot caller down there.” BOVIS stated “his friend” knows all
19 the airport commission members, so they “have maybe four of the seven votes for sure. I just need to
20 work on the other three and uh, I’ll see how many anybody else I can get to that knows the other three.”⁹
21 BOVIS explained he does not want to do this one like last time when he thought it was done and it was
22 not. CHS-87857 told BOVIS to look into the lawyer and BOVIS said they might need to hire the lawyer
23 “just to cover everything.” BOVIS said he would call CHS-87857 after the meeting with AIRPORT
24 COMMISSIONER 1.

25 43. On February 28, 2018, at approximately 10:19 a.m., CHS-87857 made a recorded call to
26 BOVIS. BOVIS said he had a meeting that night and asked if CHS-87857 had any specific questions for
27

28 ⁹ Based on the SFO Airport Commission website, the Airport Commission consists of five members appointed by the Mayor.

1 AIRPORT COMMISSIONER 1. CHS-87857 told BOVIS to tell her they wanted Lease #5, the chicken
2 location, and that every time he has tried he has lost, so he wanted to see how she can help. BOVIS
3 added, "What does it take to get it done?" and CHS-87857 continued, "What does she want for it?"
4 CHS-87857 and BOVIS discussed scheduling a meeting for CHS-87857 to meet AIRPORT
5 COMMISSIONER 1 in mid-March. BOVIS reminded CHS-87857 that his friend, NURU, knew all the
6 people on the board. BOVIS said he would "ask [AIRPORT COMMISSIONER 1] about to ensure that I
7 get this done right if I need to hire [the lawyer], or if I need to deal with her, so I'm going to ask."

8 44. On March 1, 2018, at approximately 12:40 p.m., CHS-87857 made a recorded call to
9 BOVIS. BOVIS said he took AIRPORT COMMISSIONER 1 to dinner and the meeting went well. I
10 believe such a meeting was again a violation of the RFP rules barring communication with members of
11 the Airport Commission seeking to influence the outcome of the selection process. BOVIS said he
12 explained to AIRPORT COMMISSIONER 1 that they lost the last two bids at the airport. According to
13 BOVIS, AIRPORT COMMISSIONER 1 told BOVIS the Airport Commission normally works in
14 unison, with two commissioners and AIRPORT COMMISSIONER 1, and two other people for a total of
15 five of them, all trying to vote together. BOVIS said AIRPORT COMMISSIONER 1 was going to
16 research whether there was any opposition, but that AIRPORT COMMISSIONER 1 was in position to
17 find local people rather than a big company. AIRPORT COMMISSIONER 1 said the person who put
18 them in touch has never asked for a favor and she would gladly do it for them. Based on previous
19 conversations between BOVIS and CHS-87857, I believe the "person" was a reference to NURU.

20 45. According to BOVIS, AIRPORT COMMISSIONER 1 said to ask her any questions but
21 she was confident she could help them secure the lease after she got all the information. BOVIS told
22 CHS-87857 that AIRPORT COMMISSIONER 1 said, "she'll make sure we get in." According to
23 BOVIS, AIRPORT COMMISSIONER 1 also said the lawyer was not necessary. BOVIS stated, "This
24 just requires me to take care of, just like I was going to take care of the mayor before, I'll just, take care,
25 I'll do it on my side with the, the head of DPW, the one who introduced us ... so I'll take care of that."
26 BOVIS said he would schedule a meeting with AIRPORT COMMISSIONER 1 at the Broadway Grill
27 the week of March 19.

28 46. Based on my training and experience, I believe BOVIS' reference to taking care of things

1 on his side with the head of DPW was a reference to BOVIS paying for NURU's assistance, or
2 providing other items of value, in exchange for NURU's help in securing the lease. I believe BOVIS
3 and NURU were therefore working together on a scheme to defraud the public by depriving it of
4 AIRPORT COMMISSIONER 1 honest services.

5 47. BOVIS and CHS-87857 then had a series of recorded calls about scheduling a meeting.
6 On March 1, 2018, at approximately 12:52 p.m., CHS-87857 called BOVIS. BOVIS and CHS-87857
7 discussed scheduling a meeting the week of March 19 at the Broadway Grill. On March 9, 2018, at
8 approximately 9:20 a.m., CHS-87857 called BOVIS. CHS-87857 and BOVIS discussed the status of the
9 upcoming meeting. BOVIS told CHS-87857 he "talked to Mohammed again and she seems thinks she
10 can do it, I just want to have you meet her, talk to her." BOVIS said he was trying to set up the meeting
11 for the 19th, and would confirm later. BOVIS said he had "already told her about the meeting." On
12 March 13, 2018, at approximately 6:39 p.m., CHS-87857 called BOVIS. BOVIS said he was trying to
13 schedule the meeting for March 19 and would contact CHS-87857 when it was confirmed. On March
14 14, 2018, at approximately 1:36 p.m., CHS-87857 called BOVIS. BOVIS confirmed the meeting was
15 scheduled for March 19 at 6:30 p.m. at Broadway Grill with AIRPORT COMMISSIONER 1 and
16 NURU. CHS-87857 asked to meet 30 minutes to an hour beforehand. BOVIS agreed. BOVIS further
17 said that he thought CHS-87857 should meet AIRPORT COMMISSIONER 1 because he's going to be
18 doing other stuff out there. BOVIS told CHS-87857, "Break through the wall, the barrier. Get you into
19 the airport and after it's done maybe you could get four or five of them in there." Telephone records
20 confirm each of the previously described calls between CHS-87857 and BOVIS on BOVIS' cellular
21 telephone. Based on my training and experience, I believe BOVIS arranged the March 19 meeting with
22 NURU and AIRPORT COMMISSIONER 1 in order to further the scheme to defraud the public of
23 AIRPORT COMMISSIONER 1's honest services.

24 (c) **The March 19, 2018 Meeting at the Broadway Grill With**
25 **BOVIS, CHS-87857, CHS-87856, UCE-7982, and NURU.**

26 48. On March 19, 2018, at approximately 11:17 a.m., CHS-87857 made a recorded call to
27 BOVIS. BOVIS said he left a message with AIRPORT COMMISSIONER 1 to confirm the meeting.
28 CHS-87857 confirmed the meeting time and said CHS-87856 and a friend who represents a lender

1 would be there. Unbeknownst to BOVIS, and as described in further detail below, the “friend who
2 represents a lender” would in fact be an FBI undercover employee, UCE-7982.

3 49. Telephone records confirm the aforementioned call between CHS-87857 and BOVIS on
4 BOVIS’ cellular telephone. Telephone records further show BOVIS called AIRPORT
5 COMMISSIONER 1 on March 19, 2018, at approximately 11:16 a.m., just prior to the call with CHS-
6 87857.

7 50. On March 19, 2018, UCE-7982, CHS-87856, and CHS-87857 met with BOVIS at the
8 Broadway Grill. That meeting was recorded. After being seated at a table, BOVIS explained that
9 AIRPORT COMMISSIONER 1 was not in good health and would not be joining them that evening.
10 BOVIS stated that NURU is the head of DPW and is the one who set up BOVIS to meet AIRPORT
11 COMMISSIONER 1. According to BOVIS, AIRPORT COMMISSIONER 1 had told him “Mohammed
12 never asked me a favor with the airport so I’m going to give it to him.” BOVIS added that NURU was
13 friends with other members of the commission, mentioning two commissioners in particular, so they
14 could talk to NURU about everything. According to BOVIS, NURU coordinated it all and “she,”
15 believed to be referring to AIRPORT COMMISSIONER 1, was the one who appointed the CEO of the
16 airport. BOVIS explained to UCE-7982 that they did not get the previous two bids because the
17 selections are made at a mid-management level and not high up, such as at the mayor level, which was
18 why last time BOVIS’ connection with the late mayor did not work.

19 51. BOVIS instructed everyone they could be straightforward with NURU and ask whatever
20 they wanted to ask him. BOVIS explained that NURU told him AIRPORT COMMISSIONER 1 and
21 AIRPORT COMMISSIONER 2 work in tandem and always vote together. Specifically, BOVIS said
22 “they have a little system,” and “they don’t vote against each other.” BOVIS explained that there are
23 five commissioners and AIRPORT COMMISSIONER 1 and two other commissioners always vote
24 together so they have the majority. He later continued, “and the other two they play with.”

25 52. BOVIS said NURU knows AIRPORT COMMISSIONER 1 because NURU helped
26 AIRPORT COMMISSIONER 1 get her job at the Airport Commission. According to BOVIS, NURU
27 has been around for over 20 years and has worked in every city department. BOVIS explained that
28 NURU is currently the Director of the Department of Public Works, which he described as “a powerful

1 spot." BOVIS stated that AIRPORT COMMISSIONER 1 said the chicken spot was pretty easy because
2 AIRPORT COMMISSIONER 1 had looked into the competition and did not see anything yet. BOVIS
3 then stated that they needed to get ahead of the vote because the vote would be decided ahead of time.

4 53. BOVIS continued by saying NURU was reliable and they had worked on a couple
5 projects together. CHS-87857 asked BOVIS if everyone could talk "straight out" with NURU and
6 BOVIS confirmed they could and said, "I'm good friends with him." Based on my training and
7 experience, BOVIS was confirming they could speak plainly with NURU about how much they would
8 pay for the favor of assistance with winning the bid, because of BOVIS's level of trust with NURU.
9 CHS-87857 went on to explain they did not want to spend 30-40 thousand dollars on a project and,
10 BOVIS finished the statement by saying, "not get it."

11 54. CHS-87857 asked BOVIS if NURU would want something. BOVIS replied that BOVIS
12 would do something for NURU, and that NURU was giving BOVIS more deals. BOVIS stated, "I'll
13 take care of him." CHS-87857 asked about other deals for their group; BOVIS responded that they could
14 talk to NURU about that and BOVIS could be the middleman. BOVIS said they have to be careful but
15 once NURU got to know them, it wouldn't be a problem. BOVIS added, "He just, uh, can't ask you for
16 anything. That's the rules. Like he can't ask you, 'I need this for free.' You need to make the offer."
17 Based on my training and experience, I believe when BOVIS referred to making an "offer," he meant
18 providing NURU something of value for his assistance with securing the lease at the airport or other
19 public sector business opportunities.

20 55. At that point, NURU joined the group and they moved upstairs to a more private table.
21 NURU explained that AIRPORT COMMISSIONER 1 could not attend dinner that night because of
22 health issues. BOVIS introduced NURU to CHS-87857, CHS-87856, and UCE-7982, and provided
23 NURU with some background about all of them. NURU then started discussing the Transbay Transit
24 Center, its size, anticipated concession opportunities there, and explained that he, NURU, was in charge
25 of the project. I am aware that NURU is the Chair of the Transbay Joint Powers Authority Board.

26 56. NURU explained that AIRPORT COMMISSIONER 1 was a commissioner at the airport
27 and she was disappointed she could not attend the meeting that evening. (Telephone records confirm
28 NURU and AIRPORT COMMISSIONER 1 connected earlier that day by telephone at approximately

1 3:37 p.m.) BOVIS explained to the group that they attempted the first location, Lefty O'Doul's, and he
2 did not ask NURU or anyone and he thought it was a "slam dunk." BOVIS later realized the winner had
3 secured a licensing agreement with COMPANY Y so they could not beat them. NURU added, "those
4 kinds of places are pretty competitive, the politics, but she said she had done some legwork for you.
5 She'll do it." NURU explained that AIRPORT COMMISSIONER 1 had been at the airport for a long
6 time and she said she would help. NURU continued, "I didn't know you had this problem until
7 recently." Based on my training and experience, I believe NURU's reference to "this problem" was the
8 inability to have someone help them secure a lease at SFO.

9 57. BOVIS explained that after they lost the first time, the late mayor said he would help.
10 CHS-87856 explained that when they lost the second attempt, they lost a significant amount of time and
11 money. NURU said he understood and BOVIS added, "Yeah, we didn't get through so this time I told
12 them, this time I would try to do it right. That's why I talked to you." NURU replied, "She said she's
13 done some legwork."

14 58. NURU continued to tell the group about the Transbay Transit Center and said that at the
15 last board meeting "they" confidentially told him whom they were negotiating with to go into the space.
16 NURU identified the largest space as being for a specific entity, which he named, but said the
17 information was confidential. Based on the context of this conversation, I believe when NURU said
18 "they," he was referring to members of the Transbay Joint Powers Authority Board.

19 59. CHS-87856 asked NURU if he knew the group submitted a bid for the Gold Dust to go
20 into the airport a few months prior and BOVIS told NURU that this time they want to take care of the
21 votes ahead of time. NURU said you have to do the legwork. NURU said AIRPORT COMMISSIONER
22 1 is a very good friend of his and he has never asked her for anything but they do other things together.
23 NURU shared that he and BOVIS met with AIRPORT COMMISSIONER 1 a few weeks ago and she
24 has already done some work on the project for them. UCE-7982 asked if AIRPORT COMMISSIONER
25 1 could handle everything herself or if they should meet with any of the other board members. NURU
26 said to let her handle that, meaning AIRPORT COMMISSIONER 1, and BOVIS added that AIRPORT
27 COMMISSIONER 1 previously told him that three of the five commissioners work together when
28 voting. NURU explained that it was unlikely they could meet with a commissioner without access

1 because a commissioner would not meet with them “out of the blue.” NURU advised to let her, meaning
2 AIRPORT COMMISSIONER 1, do all that work and “if we need to do something she will tell us.”

3 60. BOVIS showed the group photographs of the Transbay Transit Center on his computer,
4 and CHS-87856 asked NURU if there was someone they could contact to learn more about the project.
5 NURU suggested they call “out of the blue” and say they are interested in the Transbay Transit Center
6 and to let him know. NURU said the train has “left the station” but they can try to tell them they just
7 heard about the project. NURU further offered, “If there is a slight window, I can get you in, for sure,
8 because I’m the Chairman for them.” Based on the context of this conversation, and based on my
9 training and experience, I believe NURU was saying they were late to be trying to get a location in the
10 Transbay Transit Center, but he was willing to use his position as Chair of the Transbay Joint Powers
11 Authority Board to help the group secure a location.

12 61. BOVIS also told NURU that he was doing a licensing agreement with the Spinnerie for
13 Lease #5 at SFO, and discussed whether AIRPORT COMMISSIONER 1 has done any “research.” The
14 group discussed how busy SFO is and potential tenant spaces. BOVIS suggested UCE-7982, CHS-
15 87856, and CHS-87857 meet with AIRPORT COMMISSIONER 1 and also suggested the idea of
16 AIRPORT COMMISSIONER 1 traveling to the city where Company X is based, to meet everyone.
17 NURU said he had plans to meet with AIRPORT COMMISSIONER 1 later in the week and mentioned
18 he needed to meet with INDIVIDUAL 1 since he helps AIRPORT COMMISSIONER 1. BOVIS
19 confirmed the group would follow up with the Transbay Transit Center and NURU told them to call.
20 NURU asked about everyone’s schedule for the following day and BOVIS suggested a tour of the
21 project. NURU provided a contact to CHS-87856 (which CHS-87856 later used to schedule a tour).

22 62. UCE-7982 asked BOVIS about his comment about giving back to the community or
23 whether that was a conversation best handled with AIRPORT COMMISSIONER 1. BOVIS responded
24 that he had a nonprofit but he would talk to her. NURU added, “We’ll let you know which groups she
25 wants.” Based on my training and experience, I believe NURU was saying that he and BOVIS would let
26 UCE-7982 know the names of one or more nonprofit organizations to which AIRPORT
27 COMMISSIONER 1 said they should make a donation in exchange for AIRPORT COMMISSIONER
28 1’s assistance with the airport lease. In summary, during this meeting, I believe BOVIS and NURU

1 were describing a scheme to offer AIRPORT COMMISSIONER 1 a bribe of a free trip to another city
2 and/or a donation to a designated charitable group in order to deprive the public of AIRPORT
3 COMMISSIONER 1's honest services in the selection of airport bids.

4
5
6 **(d) NURU Tells BOVIS to Provide a \$5,000 Bribe for AIRPORT
COMMISSIONER 1**

7
8 63. On March 21, 2018, at approximately 11:23 a.m., CHS-87857 made a recorded call to
9 BOVIS. CHS-87857 thanked BOVIS for the meeting and BOVIS mentioned he was meeting with
10 NURU and AIRPORT COMMISSIONER 1 on Thursday, March 22, 2018 at 6:30 p.m. BOVIS asked if
11 CHS-87857 could fly AIRPORT COMMISSIONER 1 out to the city where Company X is based. CHS-
12 87857 asked how BOVIS thought the meeting with NURU went. BOVIS responded that he thought the
13 meeting with NURU went well, and stated, "So he told me, he goes, 'just give me, between me and you,
14 I didn't want to say it front of the other people,' he said, 'if you give me like \$5,000 bucks cash for her
15 and send her off to [the city where Company X is based] to meet you guys and I'll get it taken care of.'
16 And I said 'OK.'"

17 64. BOVIS then told CHS-87857, "So, I'll take care of that and get her out there to you."
18 BOVIS also said AIRPORT COMMISSIONER 1 was "fine to talk straightforward to, so it's not a
19 problem" in order to get some assurances on the lease. Based on my training and experience, I believe
20 the reference to "\$5,000 bucks cash for her" was an instruction from NURU to BOVIS to provide a
21 \$5,000 cash bribe for AIRPORT COMMISSIONER 1, along with a free trip to another city, in exchange
22 for official acts which would ensure that BOVIS, CHS-87857, CHS-87856 and Company X won the
23 contract for a restaurant concession at SFO. I believe this constitutes a scheme by NURU and BOVIS to
24 bribe AIRPORT COMMISSIONER 1 and defraud the public of AIRPORT COMMISSIONER 1's
25 honest services. In addition, based on my training and experience, I believe BOVIS's comment that
26 AIRPORT COMMISSIONER 1 was "fine to talk straightforward to" meant they could trust her and
27 could be direct in their conversation about the exchange of the \$5,000 for securing the lease.

28 65. On March 22, 2018, at approximately 12:43 p.m., CHS-87857 made a recorded interstate

1 call to BOVIS. CHS-87857 asked BOVIS to determine AIRPORT COMMISSIONER 1's expectations
2 for the trip to the city where Company X is based. BOVIS replied that he thought it should be a one or
3 two night trip so CHS-87857 and AIRPORT COMMISSIONER 1 could meet, take a quick airport tour
4 to see CHS-87857's operations, and go to dinner. BOVIS instructed CHS-87857 to text him with any
5 other questions for AIRPORT COMMISSIONER 1. BOVIS believed that if the meeting with AIRPORT
6 COMMISSIONER 1 went well, she might provide assistance for other projects. BOVIS told CHS-
7 87857 that when he meets AIRPORT COMMISSIONER 1, he should "be straightforward to make sure
8 we win the vote." Based on my training and experience, I believe when BOVIS told CHS-87857 to "be
9 straightforward to make sure we win the vote," he was instructing CHS-87857 to ask AIRPORT
10 COMMISSIONER 1 how they can be guaranteed to win the vote.

11 66. Telephone records confirm the aforementioned call between CHS-87857 and BOVIS on
12 BOVIS' cellular telephone. In addition, telephone records show BOVIS' next call on the same phone
13 was to NURU a few hours later.

14
15 (e) **BOVIS, NURU, and INDIVIDUAL 1 Meet at the Broadway Grill**

16 67. Later on March 22, 2018, agents surveilled a dinner meeting at the Broadway Grill.
17 Agents observed NURU and an unidentified male at a table and saw BOVIS join them shortly after and
18 say, "Hi [INDIVIDUAL 1's first name]." The group proceeded to have dinner and BOVIS
19 intermittently showed INDIVIDUAL 1 information on his phone and computer. After the dinner
20 meeting, agents observed NURU and INDIVIDUAL 1 depart the restaurant and enter a silver Mercedes
21 registered to INDIVIDUAL 1 and his business. Agents have reviewed driver's license photographs for
22 the registered owner of the Mercedes, INDIVIDUAL 1, and have determined that he is the individual
23 with whom NURU and BOVIS had dinner.

24 68. On March 23, 2018, at approximately 1:55 p.m., CHS-87857 made a recorded call to
25 BOVIS. BOVIS stated he met with INDIVIDUAL 1, an architect and associate of AIRPORT
26 COMMISSIONER 1, the night prior. INDIVIDUAL 1 told BOVIS that AIRPORT COMMISSIONER 1
27 had already spoken to INDIVIDUAL 1 about BOVIS' project and explained, "The way it works is that
28 ahead of time they know who is going to win" and "she said she's already been working on it." BOVIS

1 also said they had discussed meeting with the Director of SFO [SFO DIRECTOR]. BOVIS offered to
2 call NURU to check on AIRPORT COMMISSIONER 1's health issues and schedule a meeting with
3 her. Based on my training and experience, I believe the reference to "she's already been working on it"
4 means that, according to BOVIS and INDIVIDUAL 1, AIRPORT COMMISSIONER 1 was working on
5 securing the votes to ensure BOVIS, CHS-87857, CHS-87856 and Company X won the contract for a
6 restaurant at SFO.

7
8 **(f) BOVIS Arranges a Meeting with AIRPORT
COMMISSIONER 1**

9 69. On March 27, 2018, at approximately 8:56 a.m., CHS-87857 made a recorded call to
10 BOVIS. BOVIS said he was working on the appointment and CHS-87857 suggested April 3 or April 4.
11 BOVIS said NURU told him AIRPORT COMMISSIONER 1 was home and doing better. CHS-87857
12 asked if SFO DIRECTOR would be at the meeting. BOVIS replied that he was working on it. BOVIS
13 said they could talk "freely" with AIRPORT COMMISSIONER 1, but he was not sure if they could be
14 as open with SFO DIRECTOR. BOVIS said he would call CHS-87857 to confirm the meeting date.
15 Based on my training and experience, I believe BOVIS' reference to talking "freely" with AIRPORT
16 COMMISSIONER 1 meant that UCE-7982, CHS-87856, and CHS-87857 could discuss their desire for
17 the lease and inquire about what AIRPORT COMMISSIONER 1 wanted in exchange for guaranteeing
18 they would win.

19 70. On March 29, 2018, at approximately 1:25 p.m., CHS-87857 made a recorded call to
20 BOVIS. BOVIS and CHS-87857 were discussing a potential meeting date when BOVIS received a call
21 on the other line. When BOVIS returned to the call, he stated that the call was "perfect timing" and the
22 meeting was confirmed for April 4, 2018 at 6 p.m. at the Broadway Grill. BOVIS stated he would text
23 AIRPORT COMMISSIONER 1 to confirm the meeting.

24 71. Telephone records confirm the call between CHS-87857 and BOVIS. In addition,
25 telephone records show BOVIS received a call on the same cellular telephone from NURU on March
26 29, 2018 at 1:26 p.m. The content of the telephone call between BOVIS and NURU was not captured,
27 but based on BOVIS' comment that CHS-87857's call was "perfect timing," I believe that BOVIS and
28 NURU confirmed a meeting to discuss the assistance to be provided by AIRPORT COMMISSIONER 1

1 to secure the lease. A review of telephone records also shows NURU called AIRPORT
2 COMMISSIONER 1 just before calling BOVIS.

3 72. On March 30, 2018, at approximately 9:56 a.m., CHS-87857 made a recorded call to
4 BOVIS. They confirmed the meeting on April 4, 2018 and discussed a potential meeting with SFO
5 DIRECTOR. They also confirmed the meeting with AIRPORT COMMISSIONER 1 would be at 6 p.m.
6 BOVIS said he would talk to NURU that day and see if he could schedule that meeting. BOVIS shared
7 that NURU had asked BOVIS what CHS-87857 thought about opportunities at the Transbay Transit
8 Center. CHS-87857 said they could discuss the Transbay Transit Center at their upcoming meeting.
9 Based on my training and experience, I believe that arranging this meeting furthered the scheme to
10 defraud the public of AIRPORT COMMISSIONER 1's honest services, by creating an opportunity to
11 meet with AIRPORT COMMISSIONER 1 outside the public competitive bidding process in violation of
12 the RFP Rules and also by setting up an opportunity to discuss potential bribe payments in exchange for
13 favorable treatment in the awarding of leases at the transit center and airport.

14 73. On April 2, 2018, at approximately 12:31 p.m., CHS-87857 made a recorded call to
15 BOVIS. BOVIS explained that SFO DIRECTOR could not make the upcoming meeting, but that he
16 was "aware of what was going on." BOVIS confirmed AIRPORT COMMISSIONER 1 would be at the
17 meeting. BOVIS added that the rooftop space became available in the "Salesforce building" and CHS-
18 87857 could talk to NURU about it. Based on the project description, I know the Salesforce Tower
19 adjoins the Transbay Transit Center, and that the two buildings are often referred to interchangeably.

20
21 (g) **The April 4 Meeting at the Broadway Grill Involving BOVIS,
22 UCE-7982, CHS-87856, CHS-87857, NURU, and AIRPORT
COMMISSIONER 1.**

23 74. On April 4, 2018, UCE-7982, CHS-87856, and CHS-87857 met with BOVIS at the
24 Broadway Grill. This meeting was recorded. BOVIS said NURU and AIRPORT COMMISSIONER 1
25 would be joining the meeting. BOVIS explained that AIRPORT COMMISSIONER 1 knows the vote
26 before they make the decision on airport bids. UCE-7982 and BOVIS talked about whether payment
27 was needed for NURU and/or AIRPORT COMMISSIONER 1. Specifically, CHS-87857 brought up the
28 \$5,000 payment for AIRPORT COMMISSIONER 1 that BOVIS said NURU had previously told

1 BOVIS to provide. BOVIS asked, "It's alright to all talk, right?" UCE-7982 said yes. BOVIS replied,
2 "I was going to... you don't need to worry about that. I'll get all that stuff taken care of. I'll do that... I'd
3 like to get this done for you..." BOVIS also said, "I've failed twice so I want to get this one."
4 Additionally, BOVIS said "Mohammed is real private about that stuff so don't let him know I said
5 anything... He said just give her an envelope... and that will be between me and ...you know, better no
6 one knows. I'll take care of that and then I'll work out with Mohammed on my side, I'm going to do
7 some things for him." BOVIS then showed UCE-7982 that BOVIS had a significant amount of cash in
8 an envelope. Based on my training and experience, I believe BOVIS was showing UCE-7982 that
9 BOVIS was prepared to make the above-described \$5,000 bribe payment to AIRPORT
10 COMMISSIONER 1 as instructed by NURU, and that when BOVIS was saying he would also "do some
11 things for" NURU, BOVIS meant he would also provide money or other items of value to NURU in
12 exchange for NURU's help. I believe that these statements described BOVIS's and NURU's scheme to
13 bribe AIRPORT COMMISSIONER 1, provide items of value to NURU in exchange for NURU's
14 assistance, and ultimately to defraud the public of AIRPORT COMMISSIONER 1's honest services in
15 connection with the airport bid.

16 75. At that point NURU arrived, joined them at the table, and started conversing with CHS-
17 87856 and CHS-87857. At the same time, UCE-7982 asked BOVIS how they should approach the
18 money situation. BOVIS replied, "I don't think there is any, um, this would just be the way to do it...
19 it's not for, you have to, you can't take something, to do something for her, like for me... [OV] to do it
20 right, to do it properly. Like, I can't accept [OV]." UCE-7982 asked for clarification and BOVIS
21 responded, "It's just how you word it, right?" They acknowledged it was a delicate topic and BOVIS
22 said they would see what she says.

23 76. NURU told BOVIS, UCE-7982, CHS-87857 and CHS-87856 that the Transbay Transit
24 Center rooftop was still available for development. The group discussed an earlier meeting and tour of
25 the Transbay Transit Center. NURU mentioned that over 500 buses would go through the transit center.
26 The group also discussed the possibility for a train station in the future, and that there was potential with
27 Salesforce employees at lunchtime. They continued to discuss restaurants in San Francisco until NURU
28 was alerted that AIRPORT COMMISSIONER 1 had arrived.

1 77. As soon as NURU left to meet AIRPORT COMMISSIONER 1, UCE-7982 and BOVIS
2 returned to the discussion about the \$5,000 bribe payment to AIRPORT COMMISSIONER 1.
3 Specifically, BOVIS said AIRPORT COMMISSIONER 1 did not ask for anything, no one asked for
4 anything, but NURU recommended they do something for her. He said NURU never asked her for a
5 favor before but she'll gladly do it as a favor so she may not even take anything. BOVIS told UCE-
6 7982, "Let's ask her direct, what are our odds, can you make sure we get the votes, just without
7 anything." BOVIS continued, "And then I'll do that on my own, I think is probably the best way, as a
8 thank you, that's all. If she doesn't accept it, then that's fine. It wasn't asked for though. [NURU] had
9 told me this as a suggestion. [NURU] won't ever take nothing from me neither, never. I give it but
10 [NURU] never asked for anything, so that's the whole, he can never ask but I can offer. That's why I
11 figured I would [UI]." CHS-87856 asked BOVIS if he thought that would work and BOVIS replied,
12 "After direct tonight, you ask her, if, we want to make, we've lost two times and we don't want to, we
13 want some sort of guarantee that we are going to get this one. I'll ask her direct, in front of you. That's
14 why, if she says no problem, but I want you to hear it from her." BOVIS explained that AIRPORT
15 COMMISSIONER 1 controls the board so "if she says yes, and she has three or four of the votes, and
16 they all vote together." BOVIS said AIRPORT COMMISSIONER 1 previously told him three of the
17 five board members vote together. AIRPORT COMMISSIONER 2 may ask her for a favor and they
18 work together or she may ask AIRPORT COMMISSIONER 2 for a favor and they work together.
19 BOVIS told the group AIRPORT COMMISSIONER 1 was nice and they could ask her questions.
20 BOVIS had dinner with AIRPORT COMMISSIONER 1 previously and she told him NURU has never
21 asked her for any favors before so whatever he wants because he does a lot of things for her. AIRPORT
22 COMMISSIONER 1 told BOVIS she got SFO DIRECTOR his job at the airport and BOVIS explained
23 to the group that AIRPORT COMMISSIONER 1 has been around for a long time and is well connected.

24 78. BOVIS also explained that AIRPORT COMMISSIONER 2 and AIRPORT
25 COMMISSIONER 1 "always stick together" and AIRPORT COMMISSIONER 1 had previously told
26 BOVIS that no one asked for the chicken place yet. BOVIS suggested they ask her questions and added,
27 "but I'm pretty sure we'd get the chicken place. Ask her direct. We don't want to waste, we don't want
28 to do, don't want to do another RFP if we are going to lose to second place again." BOVIS said they

1 could explain to AIRPORT COMMISSIONER 1 that they lost money and have lost twice. BOVIS
2 stated that the late mayor promised him and it didn't come through so AIRPORT COMMISSIONER 1
3 may be able to explain why they lost last time. BOVIS confirmed COMPANY Z won the last bid and
4 said COMPANY Z claimed to have it "in the bag" ahead of time.

5 79. Shortly thereafter, NURU returned with AIRPORT COMMISSIONER 1 and they joined
6 the table. I believe AIRPORT COMMISSIONER 1's presence at the dinner violated the RFP rules
7 prohibiting contact outside of the public competitive bidding process with members of the Airport
8 Commission regarding the selection process for the lease. AIRPORT COMMISSIONER 1 said they
9 want "good people" at the airport and added, "I've got to figure out what your particulars are to make
10 sure they're in place. That's what you have to do, you know, in order to work with me." AIRPORT
11 COMMISSIONER 1 said she got SFO DIRECTOR his job. AIRPORT COMMISSIONER 1 also said
12 she and AIRPORT COMMISSIONER 2 went through the process but knew they were going to choose
13 SFO DIRECTOR.

14 80. CHS-87857 then mentioned to AIRPORT COMMISSIONER 1 the fact that BOVIS,
15 CHS-87857, CHS-87856, and Company X had lost bids for restaurants at SFO to a COMPANY Y
16 affiliated restaurant, and then to COMPANY Z. AIRPORT COMMISSIONER 1 stated she has to make
17 sure she has everyone on board and will find out who will be on the selection committee. The group then
18 discussed the fact that Lease #5 in Terminal 1 was due in May. AIRPORT COMMISSIONER 1 said
19 she would brief herself on that and "make sure that nobody is already primed for that, ok, so that I can
20 push them out of the way if I have to." Based on my training and experience, I believe AIRPORT
21 COMMISSIONER 1's reference to no one being "primed" meant that no other group had been promised
22 the contract for Lease #5.

23 81. CHS-87857 asked AIRPORT COMMISSIONER 1, "How do we get primed?"
24 AIRPORT COMMISSIONER 1 said she would bring SFO DIRECTOR and other people over to
25 BOVIS' restaurant, Spinnerie, on Polk Street, so they can "rave about it." AIRPORT COMMISSIONER
26 1 stated that they are not asking for anything and they have enough complexities and a proven entity so
27 they deserve to be in San Francisco, so she will share that with SFO DIRECTOR. AIRPORT
28 COMMISSIONER 1 asked what happened and BOVIS responded that they "lost to [COMPANY Y] the

1 first time and it was [COMPANY A] came in and... [OV]" AIRPORT COMMISSIONER 1 replied,
2 "Ok, because [AIRPORT COMMISSIONER 3] is very tied in to [COMPANY Y] so that's probably
3 what happened but I didn't know that because I probably could have talked to [AIRPORT
4 COMMISSIONER 3] and we could have worked out a deal." CHS-87857 responded, "Really?"
5 AIRPORT COMMISSIONER 1 continued, "He and um, the guy who has [COMPANY Y],
6 [INDIVIDUAL 2], are like this, they do everything together." CHS-87857 said, "Then they cooked it
7 outside before it came out." AIRPORT COMMISSIONER 1 responded, "Oh, they cooked it outside. I
8 know they did."

9 82. NURU later said "Let's make sure we work this correctly... after June things will get
10 very crazy... we need to lock this in." AIRPORT COMMISSIONER 1 explained to the group she wants
11 SFO DIRECTOR to be fair since Company X thought they would win the last bid and she is "not really
12 asking for anything that is not right." AIRPORT COMMISSIONER 1 continued by citing "the fact that
13 Mohammed is asking me" and noted that "he never asks me for anything." Based on my training and
14 experience, AIRPORT COMMISSIONER 1's reference to "the fact that Mohammed is asking me"
15 indicates NURU had already discussed guaranteeing the concession lease with AIRPORT
16 COMMISSIONER 1 prior to the meeting.

17 83. There was also discussion about whether AIRPORT COMMISSIONER 1 might be able
18 to arrange to extend the bid deadline in order to give Company X more time. AIRPORT
19 COMMISSIONER 1 stated, "Stuff can always be pulled from the calendar. You'd rather me pull from
20 the calendar than for them make the wrong decision." UCE-7982 asked if that was a possibility.
21 AIRPORT COMMISSIONER 1 responded, "It could be pulled from the calendar if there's an issue with
22 it ... if I find that..." BOVIS interrupted and said: "That the votes aren't going the right way?"
23 AIRPORT COMMISSIONER 1 responded: "oh ... you got to pull it, because we got to fix it."

24 84. AIRPORT COMMISSIONER 1 said, "I'm going to go back through and look at where
25 we are and what is ready to come up.... I'm going to make sure nothing is in place, that's what I've got
26 to do.... I want to make sure somebody hasn't been promised something, I want to make sure, I might
27 have to threaten them. No really, I don't like the fact that he [pointing towards BOVIS] lost before...
28 you shouldn't be spending any money, no, really, seriously, that's not even necessary... it's got to get

1 approved." AIRPORT COMMISSIONER 1 said, "I think I got [SFO DIRECTOR] where I want him."
2 NURU then said, "Yeah, [AIRPORT COMMISSIONER 1], we're gonna make this happen for them."
3 AIRPORT COMMISSIONER 1 responded, "Oh, we got to." Based on my training and experience, and
4 based on previous conversations involving AIRPORT COMMISSIONER 1, NURU, and BOVIS, I
5 believe when AIRPORT COMMISSIONER 1 said she thought she had [SFO DIRECTOR] where she
6 wanted him, AIRPORT COMMISSIONER 1 meant she believed SFO DIRECTOR would support the
7 bid by BOVIS, CHS-87857, CHS-87856, and Company X for Lease #5 at SFO.

8 85. Later during the same meeting, CHS-87856 discreetly brought up with NURU the idea of
9 paying \$5,000 to AIRPORT COMMISSIONER 1. CHS-87856 said, "Hey Mohammed, [UI] we have
10 the \$5,000 for you said [UI] so that's a start." NURU responded, "Oh, no, no, no, no, no, [UI]." CHS-
11 87856's response could not be heard but NURU stated, "Yeah, I'll call you tomorrow... I want to make
12 sure [UI]." CHS-87856 said, "We want to make sure that we sit down and discuss how we are going to
13 make it happen for both of us." NURU said, "Ok... ok, we're good. [UI]" CHS-87856 stated, "Man, you
14 make me carry \$5,000 in my pocket for nothing. [UI]" NURU said, "Man, I did you a favor [OV]... I
15 know, I know, but that's ok. That's ok. I'll have Nick put it in the safe for you." CHS-87856 asked,
16 "Really?" NURU said, "Have Nick put it in the safe for you. He can do that." CHS-87856 said, "Yeah?"
17 NURU responded, "Yeah, he can. Yeah, that way you don't feel like you're, you're, I know how that
18 feels so..." and the two laughed. CHS-87856 said, "So we'll talk next time then?" and NURU replied,
19 "Yeah, yeah, we're good." CHS-87856 said, "Yeah?" and NURU replied, "No, we're good. Yeah. Let
20 [AIRPORT COMMISSIONER 1] get, let's get on with everything else." BOVIS then indicated to CHS-
21 87856 through facial expressions and body language that CHS-87856 should discontinue that aspect of
22 the conversation. AIRPORT COMMISSIONER 1 may have noticed the conversation as she stated,
23 "You don't need to do anything. I mean, please. This is what we're supposed to do... I'm only doing
24 what I'm supposed to do, so I don't have an issue, you don't even need to feed me, this is what I'm
25 supposed to do... this is exactly what I'm supposed to do. And I'm getting old, I've been on that
26 commission for a long time. This is insane."

27 86. Toward the end of the meeting, CHS-87856, CHS-87857, and UCE-7982 left, so UCE-
28 7982 could get them to the airport. AIRPORT COMMISSIONER 1, NURU, and BOVIS remained

1 behind at the restaurant. As CHS-87856 departed, CHS-87856 told AIRPORT COMMISSIONER 1
2 how they hoped she could help them. AIRPORT COMMISSIONER 1 replied, "Oh, I'm going to do
3 everything I can." AIRPORT COMMISSIONER 1 and BOVIS then exchanged contact information.
4 AIRPORT COMMISSIONER 1 did not say her number aloud as BOVIS noticed that he already had her
5 phone number in his phone. UCE-7982 asked NURU if they could contact him regarding the Transbay
6 Transit Center and NURU responded, "Oh, yes. You just tell me what's up. The way I want... just go
7 through, if you feel like there is a hurdle or something then you tell me and then I'll unblock it."

8 87. On April 4, 2018, at approximately 9:01 p.m., CHS-87857 made a recorded call to
9 BOVIS. CHS-87857 thanked BOVIS for the meeting and BOVIS asked CHS-87857 to put information
10 together for AIRPORT COMMISSIONER 1 including background on the last two failed bids and details
11 regarding the place they were interested in. CHS-87857 agreed, and asked if he could provide UCE-
12 7982 with BOVIS' telephone number. BOVIS agreed.

13 **(h) BOVIS Meets with UCE-7982 on April 5, 2018.**

14 88. Later on April 4, 2018, at approximately 9:57 p.m., UCE-7982 sent a text message to
15 BOVIS. The message stated the following: "Hey Nick. This is [UCE-7982]. Sorry we had to run out on
16 you tonight but i had to get them to the airport. Are you available to meet for coffee in the morning to
17 continue our discussion?"

18 89. At 10:06 p.m., BOVIS called UCE-7982. That call was recorded. UCE-7982 and BOVIS
19 discussed meeting the following morning in order to continue the discussion from earlier that evening at
20 the restaurant. BOVIS explained briefly that he had hopes of expanding his chicken restaurant known as
21 "The Spinnerie" and hoped to talk to UCE-7982 about it the following morning. BOVIS stated that he
22 would call UCE-7982 at approximately 8:30 a.m. the following morning.

23 90. On April 5, 2018, at approximately 7:57 a.m., BOVIS again called UCE-7982. UCE-
24 7982 did not answer the call, but placed a return phone call to BOVIS at approximately 8:14 a.m., which
25 BOVIS did not answer. BOVIS sent UCE-7982 a text message at 8:15 a.m., which stated, "I will call
26 you back in ten minutes".

27 91. On April 5, 2018, at approximately 8:06 a.m., CHS-87857 made a recorded call to
28 BOVIS. BOVIS told CHS-87857 he would take care of everything so it "doesn't get any strange, you

1 know, for them." He added, "I'll take care of all that with the people." BOVIS said AIRPORT
2 COMMISSIONER 1 would start working their project after they provide her with information.

3 92. Shortly after, at approximately 8:18 a.m., BOVIS called UCE-7982. The call was
4 recorded. During the call, BOVIS explained to UCE-7982 that there was no longer any need to pay
5 \$5,000 to NURU and/or AIRPORT COMMISSIONER 1, as had been discussed over dinner the
6 previous night. BOVIS stated that after dinner, he had a discussion with NURU and AIRPORT
7 COMMISSIONER 1 and offered AIRPORT COMMISSIONER 1 the \$5,000 cash payment he had
8 brought with him to dinner. BOVIS stated that AIRPORT COMMISSIONER 1 did not want the money
9 and was going to award the contract of Lease #5 at the SFO airport to BOVIS, CHS-87856, CHS-87857,
10 and team, simply because it was the right thing to do. BOVIS apologized for bringing up the subject of
11 the \$5,000 payment and again said it was not necessary. UCE-7982 asked BOVIS if he still wanted to
12 meet for coffee that morning. BOVIS stated he didn't know of a reason to meet unless there was
13 anything else UCE-7982 wanted to discuss. UCE-7982 explained that s/he wanted to explain to BOVIS
14 how s/he had come to meet CHS-87856 and CHS-87857 and do business with them, and some of the
15 services that UCE-7982 might be able to offer BOVIS. BOVIS indicated that he would like to have that
16 conversation. BOVIS and UCE-7982 agreed to meet for coffee at a Starbucks restaurant located in
17 Burlingame, California, at approximately 10:45 a.m. that morning.

18 93. UCE-7982, BOVIS, and BOVIS' wife, then met at the Starbucks in Burlingame,
19 California. That meeting was recorded. UCE-7982 explained their business and relationship with the
20 CHSs. BOVIS stated, "San Francisco is very careful and it's not pay-to-play, you have to know people
21 and do it correctly." When UCE-7982 mentioned that everyone was different, BOVIS replied, "Out
22 here it's about relationships and friends and stuff. So I've known people for a long time and they are
23 very good people and [UI] and as long as you work together but they don't expect, a lot of these people
24 have a lot of money and stuff. They just need to know that you are a good person to work with and you
25 are not going to let them down... That's mainly, like, we have all the criteria, we have the San Francisco
26 brands, we have everything for them, it's just a matter of them, getting in front of the vote." BOVIS
27 explained that AIRPORT COMMISSIONER 1 is fine with money and does not need anything and she is
28 a good person. He continued, "They do like, there is things I can do, like the restaurant, I can use it to

1 entertain for them and do stuff. That way it is not a direct conflict or anything. They just have to be
2 careful of doing anything that is not right. Their jobs are more important than us.” UCE-7982
3 acknowledged BOVIS’ concerns and that every situation and every person is different in how they need
4 to be helped. BOVIS reiterated AIRPORT COMMISSIONER 1’s position and stated, “I didn’t mean to
5 say that about the money. I was just, giving them an example, I would just, she said no, that’s not what
6 she wanted. She feels the mayor died, he wanted this done, the last one, and they didn’t listen to him. I
7 guess, so, it’s funny, when you have a position like that and you ask for a favor, sometimes the guys
8 below them are doing all this hanky-panky stuff. See, if she was involved in the beginning, she would
9 have pulled it and she says she would have gone back and got the votes. I’m not a novice in the area but
10 I’ve been through a lot of votes and lost a few. So now I know if you want to win, you have to prepare.
11 I’ll handle that but if you’re backing [CHS-87857] with whatever, the airport financing thing...”

12 94. This statement by BOVIS was a departure from what BOVIS had previously said about
13 giving \$5,000 to NURU, per NURU’s instruction, in the recorded conversation with CHS-87857 on
14 March 21, 2018. It also stands in contrast to the April 4, 2018, meeting when BOVIS brought a
15 significant amount of cash in an envelope and said NURU told him to “just give her an envelope... and
16 that will be between me and ...you know, better no one knows.” Finally, this statement conflicts with
17 another statement BOVIS made to CHS-87857 and CHS-87856 on January 24, 2018 that NURU
18 “knows how to cover his back on all this stuff so it’s not a conflict or nothing.”

19 95. Based on my training and experience, I believe the change in what BOVIS was saying to
20 UCE-7982 was likely precipitated by conversation(s) between BOVIS and others, most likely NURU
21 and/or AIRPORT COMMISSIONER 1, regarding suspicions about UCE-7982. As discussed below,
22 this belief appears to be confirmed by subsequent recorded conversations between BOVIS and CHS-
23 87857, and an associate of BOVIS’s (INDIVIDUAL 3) and CHS-87857, in which BOVIS and
24 INDIVIDUAL 3 each questioned CHS-87857 about UCE-7982’s background. It is possible that
25 NURU, AIRPORT COMMISSIONER 1, and BOVIS discussed those suspicions when they remained
26 behind after CHS-87857, CHS-87856, and UCE-7982 left the restaurant on April 4 to go to the airport.
27 Toll records also show several calls between BOVIS and INDIVIDUAL 3 on April 5, 2018 after the
28 meeting with NURU and AIRPORT COMMISSIONER 1 and after the April 5, 2018 Starbucks meeting

1 with UCE-7982 and BOVIS.

2 96. During the April 5, 2018 meeting, BOVIS also told UCE-7982 that he has known NURU
3 for a long time and NURU “comes through.” When asked about the cash they intended to pay the
4 previous night, BOVIS said NURU did not want anything. BOVIS stated the goal was to get into the
5 airport. BOVIS said if AIRPORT COMMISSIONER 1 said it was still open, “that’s all we need to
6 know.” If someone were ahead of them, they would have to wait for another location. Regarding the
7 money, BOVIS said, “I don’t want to do anything until we get this deal... then that again would be me
8 because they don’t feel comfortable doing anything with you.” UCE-7982 listed multiple ways to
9 construct payments and BOVIS responded, “That was my mistake. I’m sorry about that. That was sort of
10 my mistake to say that to [CHS-87857] because I shouldn’t have... that’s what I thought would ... I was
11 just going to do a little thank you thing. It wasn’t a, like a...” BOVIS did not complete his sentence.

12 97. BOVIS said that as far as his relationship with them was concerned, hopefully he could
13 get the deal through that. Later on they can deal directly with them but it takes a while to get to know
14 people. BOVIS reiterated “it had to be a relationship kind of thing and someone can’t just come in from
15 the outside.” UCE-7982 acknowledged BOVIS’ statement but said spending money to guarantee a
16 proposal is “smart business.” BOVIS replied, “You’re absolutely right but I want to see it to make sure
17 there is a smooth path ahead of us. Not that there is already someone else, like last time, and they are
18 powerful. I don’t want to fight that.”

19 98. UCE-7982 said another concern is “a lot of times, the thank yous, they want on the back-
20 end and sometimes that is a percentage, like a two percent fee, or what have you, right. And so, you
21 know, we’d like to try to know that upfront in order to budget that in because at some point the money
22 kind of slides and it doesn’t work.” BOVIS stated, “I told [CHS-87857], normally it was a three percent
23 licensing fee, so I said this one will be a four, that’s all... and then that would take care of all that. So I
24 would handle all, everything.” UCE-7982 clarified, “Ok, so you’ll be handling everything out of the
25 back-end of your fee.” BOVIS stated, “Yeah, that way we don’t have to worry about [UI]. But we have
26 to get this job done. So, that’s the most important. I think that normally licensing fees range from
27 anywhere from, like, two to eight percent... so we’re right in the range so we wouldn’t be outside, it
28 wouldn’t [UI] your bottom line for anything.” UCE-7982 said s/he wrote a pro forma for Company X

1 and that their background is in accounting. BOVIS said, "So with the three million dollar a year
2 whatever, what is it, a thousand [UI] 1300 square feet?" UCE-7982 responded, "It's somewhere in that
3 range, I forget exactly without looking at the [UI]." BOVIS said, "So it has to perform above three
4 million dollars or around there at the airport because you have union contracts... you have, you know,
5 because your price point is high so everything goes up... it's a lot more expensive here in San
6 Francisco." UCE-7982 agreed, "Sure, yeah, and most of the costs are on a sliding scale as the revenue
7 goes up." BOVIS said, "[UI] so in that range you're talking about a whole bunch of licensing fees, it's
8 not a big number. When we are talking 10, 13 million dollar ones, then it's, that makes me happier, but
9 I'm going to provide, I have the, I'm going to send you my package for the concept and I have a plan
10 there [UI] that one too... that's on the outside, [UI] airport. It would be perfect for us to show we have a
11 licensing agreement in the airport, so that helps me too... I'm open to other... I'm flexible."

12 99. UCE-7982 said, "Ok, so the fee on the back-end, it's making a little bit more sense to me
13 now because, you know, honestly, I thought, if all they are asking for is \$5,000, that doesn't really make
14 any sense, right?" BOVIS replied, "That was just me, to take care of things, like, when dinner [UI]... I
15 don't need that, I can get it." UCE-7982 stated, "The percentage fee on the back-end makes sense, that
16 that's what they are looking for. And that is where I can offer companies..." BOVIS offered to find out
17 more and UCE-7982 said he "didn't want to go into it blindly thinking that there wasn't any of that and
18 then get hit with that on the back-end, you know." BOVIS responded, "No. I just told [CHS-87857]
19 upfront before it was four, instead of three percent of the... it's not much but it's enough to take care of
20 all that... so... and I would have to take, do that myself." UCE-7982 asked, "Is that already arranged
21 between you and, is that through, Mohammed?" BOVIS confirmed, "Yeah, yeah... that way everybody
22 is separated, you know." UCE-7982 said, "Well so, you know, where that becomes important is going
23 down the road. If we [UI] them here, you know, I need to kind of be able to factor that in." BOVIS
24 interrupted, "So I don't have to act like a lobbyist." UCE-7982 said it was important so s/he knows what
25 the expectations are.

26 100. Based on my training and experience, I believe BOVIS was saying he was going to
27 charge a 4% licensing fee instead of his usual 3% fee, that this would not raise any red flags because
28 licensing fees typically range from 2% to 8%, and that he would pay AIRPORT COMMISSIONER 1

1 (and potentially NURU), with the payment being provided though NURU out of his extra licensing fee
2 percentage in exchange for help with securing the lease. Moreover, in my training and experience, when
3 BOVIS said he would not have to “act like a lobbyist,” I believe he meant he would not have to continue
4 advocating for the lease but could rest assured that it was guaranteed.

5 101. BOVIS and UCE-7982 also discussed the Transbay Transit Center. BOVIS offered to
6 assist UCE-7982 to “get it through” and instructed UCE-7982 to “make it like it’s legitimate in whatever
7 way you can do it.” BOVIS added, “Mohammed said he would, that one is not a favor, the airport is
8 more complicated. That one, he runs it, he’s on the board and everything.”

9 102. Based on my training and experience, I believe BOVIS intended this to mean that NURU
10 has more direct control over contracts at the Transbay Transit Center and can more easily award
11 concession contracts to whomever he wishes.

12 103. UCE-7982 said s/he would be surprised if “to get to the top deck there wasn’t something
13 on the back-end of that” and BOVIS said he would find out. UCE-7982 asked if BOVIS would be
14 interested in putting one of his brands there and BOVIS said, “Yeah, yeah, and if there is some other
15 brand that would work better, I’m ok too, I’m not, you know, here to... I have my other businesses.”
16 UCE-7982 said he understood, but BOVIS has “all the connections here” and BOVIS replied, “I’m not a
17 lobbyist. Where I need to make [UI] connections [UI] I want to work with them in the airport.... That
18 is my main focus.”

19 104. BOVIS offered to contact AIRPORT COMMISSIONER 1 and let UCE-7982 or CHS-
20 87857 know the status of the airport lease. BOVIS said, “I would never not do it right, I just want, I
21 don’t need any help with that. I should not have said anything about that. I’ll take care of that side, I’ll
22 be the, it makes her more comfortable.” BOVIS said, “I can’t guarantee anything because last time I
23 thought it was in the bag and it wasn’t.” UCE-7982 asked if people were taken care of ahead of time,
24 and BOVIS replied, “No, but it wasn’t necessary. It was just like a...” UCE-7982 added, “It’s almost
25 always necessary. It’s a surprise when it’s not, put it that way.” BOVIS said, “[UI] was based on results.
26 I don’t like to promise something I can’t do, so, I can’t, like, I don’t, [AIRPORT COMMISSIONER 1]
27 is not my good best friend. Mohammed I know well so I have to make sure [AIRPORT
28 COMMISSIONER 1] [UI] this is the closest I’ve come to the airport, now, with her, so that’s the closest

1 I can get. I mean, the mayor is farther away from, the airport was like Siberia to, the, you know.” UCE-
2 7982 said he imagines the mayor may have pull at the Transbay Transit Center. BOVIS replied, “Oh,
3 definitely. Mohammed is in control of it, so that’s a different story... that’s a, he tells you do this, do
4 that, it’s done, deal. He’s not going to not come through for that... that’s an easy one. But the airport is,
5 the new person, and I have to know, I just need to know from her [UI]. I’m worried she’s older, you
6 know, and you forget when you’re older. I don’t want to promise you guys, ‘Hey, I got the deal done’ so
7 I need to be, hear from her that there is nobody in the way, let’s do it, and I’ll feel real comfortable with
8 that.”

9 105. BOVIS’ wife added, “I think what happened in the past was Nick feels like ‘I don’t want
10 to promise anything that I don’t know what is going to happen.’ Like the last two, he thought for sure,
11 again the mayor and nothing happened. But they didn’t want anything from him. They didn’t want
12 anything to secure it. And they’re saying, and I get what you’re saying, if you have some security at the
13 beginning, then you feel like it’s going to go through. He can’t promise that because already two times it
14 did not go through. And now this time there is a difference.”

15 106. BOVIS stated, “Last time I put up money for a campaign, I did it through some site, it
16 was...” BOVIS’ wife added, “and it didn’t work but you didn’t know that the mayor...” BOVIS said, “I
17 put up the money upfront... I put up 15 last time.” BOVIS’ wife said, “... they said for sure. I remember
18 him saying it’s a sure thing. Don’t worry, don’t worry.”

19 107. BOVIS’ wife added, “this time like Mohammed said, ‘Why didn’t you talk to me? What
20 did you go to the mayor for? You should have been talking to me.’ Mohammed told him, ‘He didn’t
21 know, he is [UI] mayor.’ So there’s, now, so this one, I would think, I would be shocked if it doesn’t go
22 through to be honest with you. There is no way this isn’t going to happen this time. If it doesn’t I’d be,
23 because it’s just been too many times and this is the third one and now Mohammed is going to, you
24 know...” BOVIS finished, “Yeah, he’s involved directly.” Based on my training and experience, I
25 believe BOVIS and BOVIS’ wife meant that NURU has more ability to get contracts pushed through the
26 airport via his connection with AIRPORT COMMISSIONER 1 than BOVIS could in the past solely
27 through BOVIS’s connection with the late mayor.

28 108. BOVIS told UCE-7982, “This is just regular business and we’ll find out about the airport.

1 As far as the transit one, I'll ask him what is required for that but it's very, it's not a big deal." UCE-
2 7982 said, "So, I mean, I can't imagine that you'd be looking for a percentage on this, right? At the
3 airport? But not anything like Transit Center? Like, that's a bigger, kind of, more complicated [UI]."
4 BOVIS said he would "find out but I don't think, yeah, can do a one-time thing. But I can handle that,
5 like, I'll be the lobbyist... I don't know if I need to get a lobbyist license or anything... whatever. I don't
6 want to do anything wrong or anything." UCE-7982 explained that sometimes people look for an equity
7 stake and gave examples and BOVIS asked if s/he knew "how to make that work all properly, right?"
8 UCE-7982 confirmed. BOVIS replied, "I want to do everything right so let's, I've never done [UI] or
9 straightforward, like, business." UCE-7982 explained, "So they're not really offering anything, it just,
10 you know, when it all comes out on paper, you know, it legitimizes everything on paper, you know what
11 I mean? It takes the stink out of it." BOVIS replied, "Yeah, no, we don't want to do that. I'll see if there
12 is, I have another company we can buy a couple shares or something..." UCE-7982 explained that
13 companies could be created to send, for example, consulting invoices, which can then be paid through
14 the normal course of business. BOVIS commented, "So you're saying you can help us set up legitimate
15 ones, that way of doing it." UCE-7982 said yes and BOVIS replied, "Yeah, that would be better."

16 109. UCE-7982 described that the \$5,000 payment could be hidden as an entertainment
17 expense. BOVIS apologized again for telling CHS-87857 to bring \$5,000. UCE-7982 thought the trip to
18 the city where Company X is based may have been a helpful thing to do and BOVIS explained he
19 thought of the idea so AIRPORT COMMISSIONER 1 could see Company X's operations. BOVIS said
20 he wanted "to keep everything clean as possible, you know, because I'm, and you too, we don't want
21 anybody to get in trouble for anything that is not right. So we always ... if you know how to do it
22 correctly, like, if you know how to do a thing where it's not a, whatever you want to call it, service."
23 BOVIS continued, "But, see, we just met right now so I don't want to get, start talking about things that,
24 I'm going to take money [UI]... so I have to make sure that I don't get in trouble or do anything wrong,
25 so, yeah, I just want to get this thing in the airport." UCE-7982 acknowledged his statement and said
26 those were the services that could be offered. BOVIS' wife referred to this as "creative accounting."
27 Based on my training and experience, BOVIS, his wife, and UCE-7982 were referring to the need to
28 cover up the payments by creating a fake consulting agreement, or a fake purchase of stock, in order to

1 avoid detection by law enforcement.

2 110. BOVIS said, "Just give me a little while for me to feel more comfortable and then we can
3 do whatever we want to do. Just takes, I just need to be careful not to make any mistakes. I don't want to
4 promise anything I can't deliver... I just want to get this one thing here done, whether I lose a little
5 something something it's not important but I want to produce this one and from there we can build a
6 relationship..." BOVIS continued, "As far as helping you guys, I like to introduce you to people, I don't
7 have to make money during the deals but I'd like to get this one, my brand, in the airport. Then after that
8 if I can connect you to people who can help you at the airport, I'd rather do that too... So that would be
9 my goal, I wanted [CHS-87857] to get involved with them, get to know all of them and stuff, that way
10 he has, because you are going to be doing other stuff at the airport too..." UCE-7982 said s/he was
11 grateful BOVIS organized the meetings. BOVIS said, "To be honest with you, Mohammed does favors
12 for people all the time and gets nothing out of it, so it's not uncommon."

13 111. BOVIS said he would make sure AIRPORT COMMISSIONER 1 has a "green light" and
14 then he will feel comfortable and said, "I'll handle that part of it." UCE-7982 asked BOVIS if "that" was
15 going to NURU, AIRPORT COMMISSIONER 1, or split, and BOVIS replied, "I'd rather just deal with
16 Mohammed, he's my friend." BOVIS requested UCE-7982's help to design a consulting structure and
17 said he would check with NURU to see if he has an existing company, adding, "he is very cautious, he
18 has, he's never, he said no one ever, he doesn't take money, but sometimes we can do it to a cause, or
19 something, yeah, maybe like a nonprofit or something... I can ask him. I've got to be real careful about
20 that kind of stuff because of the position he is in." UCE-7982 said, "A donation to a charitable cause is a
21 pretty easy expense to put on the books, you can pay [UI]. If he's looking for that one percent fee, was it
22 one percent he was looking for, right? Is that the bump from three to four?" BOVIS confirmed. UCE-
23 7982 continued, "So if that's where it gets a little more complicated, if it's going direct to someone,
24 sometimes it has to do one of these, you know, to get to somebody, so construct that 'creative
25 accounting,' right? But if he wants it to go to a charitable cause, that's pretty easy to do. But you know,
26 that usually doesn't get to him, you know." BOVIS said he would find out what NURU wants and if it
27 matters to him. BOVIS stated, "I came up with the idea of this whole four percent thing for me and I
28 would handle anything I need to do with him, you know, that was the simplest way. But if we are going

1 to do something in the future with others, then I don't know if he can do that or not, it might not even..."

2 Based on my training and experience, I believe BOVIS was explaining that the easiest idea would be to

3 just pay NURU directly out of BOVIS' licensing fee, for NURU to give to AIRPORT

4 COMMISSIONER 1, but in the future, he was not sure if that arrangement would work for channeling

5 payments through NURU for others.

6 112. UCE-7982 explained that if the payments were discovered, it could cause trouble for all

7 involved, including BOVIS, NURU, AIRPORT COMMISSIONER 1, CHS-87857, CHS-87856, UCE-

8 7982, and UCE-7982's lender. BOVIS said he needs to know more about UCE-7982 and will feel more

9 comfortable letting UCE-7982 handle that. UCE-7982 explained that being straightforward is easier than

10 speaking in riddles. BOVIS replied, "Well, in my brain, what if this is some sort of FBI sting or

11 something?"

12 113. BOVIS then said, "my friend was looking [UI] companies [UI] and they can talk direct."

13 BOVIS reiterated he does not want to "do it wrong" and NURU does not want problems. BOVIS shares

14 his relationships "always do it for favors, I never do it for profit or anything, so that way I'll never be in

15 trouble... but the other thing is that, it concerns my brand and stuff, and I want to do everything right.

16 But to be honest with you, like the airport deal, it's not really a pay-to-play thing because it's, she, we

17 have brands that, like I was telling you before, I have a legacy bar, I have the old, historical... the Gold

18 Dust in the Lefty O'Doul's, this are famous institutions that deserve to be in there, just like the other

19 ones. The other ones got in there however they got in there, you know, that aren't that. There are other

20 ones that are, like the Buena Vista is a legitimate historical thing in San Francisco. Then you see some

21 other brands that aren't really San Francisco brands in the airport, so, however the professionals do it,

22 like, your, another brand comes in and they hire the people to go smooth the way, however it's done, I'll

23 follow those guidelines, fine. So if this is standard business practice, that's fine."

24 114. BOVIS told UCE-7982 that he now understood things more clearly and "it was

25 uncomfortable for me to talk anything that's not, like, [UI] with someone I don't know because I don't

26 want to get in any trouble or do anything... I'd like to do everything right so if you're familiar with the

27 way those things work, I'm glad to work with you." BOVIS apologized again for mentioning the \$5,000

28 and said he told CHS-87857, "I was going to do that myself, you know, and she didn't even accept it

1 anyway... no, she [UI] she ended up calling me back and to be honest with you, believe it or not, some
2 people do stuff [UI] because they think it's the right thing to do too, you know? I know that sounds a
3 little far-fetched but it is true... I've done things, I really have a lot of time and money to helping the
4 Chinese hospitals for the city and these people do believe in community, you know? In the business
5 world you don't really believe in that." BOVIS continued, "I just wanted to be careful how I presented it
6 because if you say you are going to do this for that, you're in the danger zone. But if I say this for, you
7 know, benefit for that, that's ok. It's just how you word it."

8 115. In my training and experience, I believe BOVIS was telling UCE-7982 that they needed
9 to be careful with their language in order to retain a plausible basis to deny that their payments were
10 made in exchange for official acts.

11 116. On April 6, 2018, at approximately 3:39 p.m., CHS-87857 made a recorded call to
12 BOVIS. BOVIS told CHS-87857 that he spoke with NURU and others and they want to do the project
13 for them and there is nothing involved where they need to help. BOVIS thought UCE-7982 was
14 aggressive with money and BOVIS stated it was not necessary at that level. BOVIS stated it was his
15 fault for mentioning the money and it was his idea, not something NURU needed, and BOVIS wanted to
16 "make sure I don't get anyone in trouble or something." BOVIS said, "They don't need any, you know,
17 money up front or anything like that. I thought that would help but it's not necessary." BOVIS said it
18 was a mistake he mentioned the money idea and that he should have never said that "because it gets a
19 little weird" and they "have really big positions." BOVIS added, "You know, I take them out to dinner
20 and do stuff like that, that's all. You know, normal business stuff is fine. They like that." The
21 conversation concluded with BOVIS asking CHS-87857 questions about UCE-7982 and explaining his
22 concerns. This conversation stands in contrast to BOVIS's statements to UCE-7982 about providing a
23 payment to NURU on the "back end" that would be deducted from his licensing fee. In my training and
24 experience, I believe BOVIS had become worried CHS-87857 and UCE-7982 might be working with
25 law enforcement, and wanted to cover his tracks by claiming no payment would be made.

26 **(iii) BOVIS Distances Himself From UCE-7982**

27 117. On April 10, 2018, at approximately 10:32 a.m., CHS-87857 made a recorded call to
28 INDIVIDUAL 3. INDIVIDUAL 3 stated he had been speaking with BOVIS and would like some

1 background on UCE-7982. INDIVIDUAL 3 mentioned that the source of the money is always a concern
2 because he wants to make sure it's clean money. INDIVIDUAL 3 also stated that he was concerned
3 about UCE-7982 because UCE-7982's holding company is very new and was formed as of this year,
4 and CHS-87857 said they had worked with UCE-7982 for about a year. INDIVIDUAL 3 said he would
5 ask UCE-7982 questions, "[b]ut I was just concerned because I want to make sure that, you know, we
6 have worked with you last year, and as we are going forward here, I want to make sure, you know, this
7 is a new person that was interjected. And Nick was having some hard time trying to explain who he is,
8 what he is, what his role was. But I understand very clearly the private equity issue. I understand the
9 funding issue from the banks very clearly. I just want to get, kind of, a grip on [UCE-7982] here and his
10 company..." INDIVIDUAL 3 said he would call UCE-7982 but he wanted to speak with CHS-87857
11 first.

12 118. INDIVIDUAL 3 summarized the information CHS-87857 provided regarding UCE-
13 7982. CHS-87857 asked if there was a problem and INDIVIDUAL 3 said they were checking because
14 they looked into UCE-7982's information and couldn't find anything. For example, his company was
15 filed this year, the company was brand new (which would make sense if it was a private family) his
16 telephone number was cell phone only, there was no office number or office number on the website, and
17 his website was brand new.

18 119. INDIVIDUAL 3 stated, "It's kinda like an invisible person and I wanted to know a little
19 more about him." INDIVIDUAL 3 again referred to UCE-7982 as an invisible man and said his
20 "greatest suspicion is that his telephone number is a pre-paid cellphone number with a billing address in
21 [out-of-state city] to an apartment complex with no apartment number... so that means no bill is mailed,
22 he just reloads the phone with a private, reloads the phone when he needs to have service. And that's my
23 biggest concern." INDIVIDUAL 3 said BOVIS was nervous and asked, "Who is this guy?" Based on
24 my training and experience, I believe INDIVIDUAL 3 was concerned that UCE-7982 was not who s/he
25 claimed to be, and was concerned that UCE-7982 might be working for law enforcement.

26 120. INDIVIDUAL 3 continued with his concerns and told CHS-87857 they had a private
27 investigator look into UCE-7982. INDIVIDUAL 3 will speak with UCE-7982 with BOVIS and wants
28 "to be sure of what we got coming in, and that it's all, you know, legitimate, and, you know, done above

1 board, and legally and all that stuff. So, that, um, which is my focus.” INDIVIDUAL 3 said BOVIS
2 came to him and said “Hey [INDIVIDUAL 3], I met this guy and I ran out the company, and it doesn’t
3 seem to be there.” BOVIS wanted to know a little more about him because he was a bit pushy and
4 intense. Per INDIVIDUAL 3, BOVIS said to himself, “Hey, what is this? I need to know more and be
5 more comfortable with him.” INDIVIDUAL 3 said he would call UCE-7982 and ask him about his
6 business, which he did on April 13, 2018.

7 121. On April 18, 2018, at approximately 1:00 p.m., CHS-87857 made a recorded call to a
8 conference call line with BOVIS and INDIVIDUAL 3 already on the line. CHS-87857 asked for an
9 update and BOVIS said AIRPORT COMMISSIONER 1 has not called back and said they ran out of
10 time. Also, UCE-7982 was concerning them.

11 122. BOVIS stated, “In order to do this airport thing, you have to show the finances, and he’s
12 as a broker, whatever he’s doing, he’s not even a legitimate business. He has no, he’s a, he’s a ghost.
13 There’s no, he just has a recently new number, a new domain name, a new email. Just created in March.
14 So it’s sort of hard to, we’re going to waste our time if we go before the airport with him as our
15 finance.” CHS-87857 explained he was not concerned about the finances and bidding process.

16 123. BOVIS replied, “This [UCE-7982] guy got me nervous, the way he was doing this. I just
17 don’t feel comfortable working with him. I’m sorry about that but he’s uh, like, fake business card, fake
18 things, started asking a lot of questions, made it seem a little bit squirrely.” CHS-87857 said he would
19 still like to work with BOVIS. BOVIS responded, “Yeah, me too. So if we can do it without him, but
20 I’d like to know more, a little more about him just to clear the table, because this guy came out of the
21 blue, from nowhere, and no, he doesn’t exist. So it’s a little frightening to work with someone who is
22 like that.”

23 124. CHS-87857 asked INDIVIDUAL 3 if he researched UCE-7982. INDIVIDUAL 3 said he
24 did. “He did call me, because I called him and left a message. When he talked to me I asked him where
25 are you located, where’s your business office? He didn’t want to give it to me, he said ‘I’m in Florida
26 but I’m never there.’ I asked him, I said, ‘what’s the source of the funding?’ I asked him if he was a
27 placement agent; and he got a little upset by that. I said where’s your funding coming from, and then he
28 says ‘a private, a wealthy private family in Florida.’ And I asked him, I said ‘ooh, great, would you be

1 willing to share that information?' He says 'no they want to remain anonymous.' So, you know, I was
2 trying to, because I want to verify who he is, you know, we're very concerned reputation-wise that
3 money would be coming from you know, a cartel or any situation like that, and he just, kept, more
4 saying 'I don't know you, I haven't met you, where did you come from, who are you?' those kind of
5 things to me. And I explained that [BOVIS] and I work together on other projects and we're partners
6 and [BOVIS] had asked me to look into him. And I wanted to get more information. So we know his
7 website was opened in March in [another city] and in fact it was opened after [BOVIS] had first met
8 with him, and the phone is, according to the private investigator, the phone is like I told you before is
9 just one of those pre-loaded phones. We can't, the investigator's databases couldn't find on the
10 information they had, could not find a location for that company or anything listed for [UCE-7982]. And
11 basically, he's a ghost. If we had a social security number, or a driver's license number, or date of birth
12 we could probably do a lot more." BOVIS added, "Or the name of the business." INDIVIDUAL 3
13 continued, "Yeah, what is the real name of the business? And where is it registered as a business?"
14 125. CHS-87857 said he would contact UCE-7982 to see if he can respond to their questions.
15 CHS-87857 asked if there was still room for an extension. BOVIS replied, "Yeah, I believe I can do
16 that, if it's just with us. But if you could do me one favor just to clear this up, all we need, is like, do you
17 have a number you've talked to him before from, like an old another phone number before he got this
18 number, or an email or anything, like, how you met him or anything like that?" CHS-87857 said he
19 would get BOVIS that information and BOVIS said, "then I'll work on extending it... I'll work on
20 trying to extend the thing for at least three weeks." CHS-87857 asked BOVIS and INDIVIDUAL 3 what
21 information they wanted. INDIVIDUAL 3 replied, "Who are we dealing with is the issue. And that's
22 what was the concern. I have not met him, so ... that was the concern." BOVIS added, "You can do your
23 money thing. But we need to clear up it's not like we said some kind of funny money or something,
24 because we have to go into the airport you know it's the government and we don't want to get any
25 problems with that, that's all." CHS-87857 said he would contact UCE-7982 and asked BOVIS to
26 determine the status of the project. BOVIS said he would do that and stated, "If you can just find out
27 about that and make us a little more comfortable with what happened with him. Got a little worried,
28 that's all."

1 126. On April 23, 2018, at approximately 1:49 p.m., CHS-87857 made a recorded call to
2 BOVIS. BOVIS told CHS-87857 that INDIVIDUAL 3 was also present during the call. CHS-87857
3 asked about INDIVIDUAL 3's recent text and the status of the lease. BOVIS said "we have a really
4 good chance of doing it" but they can't extend the May 2 deadline. CHS-87857 was disappointed
5 because they missed the opportunity and said he is going down to Florida to check out UCE-7982's
6 address. BOVIS stated he was concerned about UCE-7982's address, the "throw phone from, you
7 know, Metro PCS," and that the domain name was recently created. CHS-87857 said he would obtain
8 information and provide it to BOVIS. BOVIS was appreciative because he wanted to know whether
9 UCE-7982 is legitimate businessperson and stated, "it gets a little squirrely when you know, when we
10 deal with someone who's, uh, going to be a ghost." BOVIS stated he will definitely work with CHS-
11 87857 on the next RFP, and if he can qualify UCE-7982 they'll work with him too, but right now it's a
12 "little strange." BOVIS apologized but said to work with people they need to know they are "all right."

13 127. On April 27, 2018, at approximately 7:02 a.m., CHS-87857 made a recorded call to a
14 conference call line with BOVIS and INDIVIDUAL 3 already on the line. CHS-87857 said he met with
15 UCE-7982 in Florida and described his office space. CHS-87857 said he was comfortable with UCE-
16 7982 and s/he answered a lot of the questions BOVIS and INDIVIDUAL 3 had. INDIVIDUAL 3 stated
17 that BOVIS was uncomfortable with UCE-7982 and asked, "Who really is this guy? What is his history
18 and who does he represent?" CHS-87857 explained that UCE-7982 worked like an account
19 representative for multiple wealthy families. BOVIS was concerned because he was not registered and
20 that there was nothing in UCE-7982's name.

21 128. CHS-87857 said he was disappointed because it was too late for this RFP, but said he
22 was interested in working with BOVIS and INDIVIDUAL 3 either with UCE-7982 or with traditional
23 financing. BOVIS said he felt uncomfortable and INDIVIDUAL 3 said that although he did not meet
24 UCE-7982, he had a short conversation with UCE-7982 and believed s/he was not forthcoming. BOVIS
25 told CHS-87857 that "working with you has been a pleasure, I mean, and I want to do it. I just got a
26 little worried with [UCE-7982], that's all."

27 129. BOVIS said it was not his business if CHS-87857 wanted to work with UCE-7982 but
28 that he, BOVIS, did not feel comfortable working with UCE-7982 because UCE-7982 was not licensed

1 or registered as a placement agent. (This stands in stark contrast to BOVIS' previous concern that he
2 expressed to the UCE on April 5, 2018, that it might be part of an "FBI sting.") BOVIS said they would
3 see whether Lease #5 got postponed for now, or if they would wait for the next one, but he still felt
4 uncomfortable about UCE-7982. INDIVIDUAL 3 said the current situation is that UCE-7982 should
5 never have come out to San Francisco, and that UCE-7982 acted in a manner that caused BOVIS to
6 become suspicious, which led to them discovering that UCE-7982 "has no footprint."

7 130. CHS-87857 responded that if they were not comfortable they did not have to use UCE-
8 7982. INDIVIDUAL 3 said the headline risk was that if there was a deal at the airport and UCE-7982
9 was financed by the president's family, it would be big news. INDIVIDUAL 3 further explained that
10 they did not want it to be cartel or organized crime money either. CHS-87857 said he did not think any
11 of that was an issue and asked BOVIS to talk to AIRPORT COMMISSIONER 1 to identify the next
12 opportunity so they can get a head start. BOVIS concurred.

13
14 **(iv) Renewed Contact: NURU Meets with the Confidential Sources in his Office**

15 131. Notably, the confidential sources renewed contact with NURU in February 2019 and
16 NURU agreed to meet with them. After CHS-87857 texted NURU about setting up a meeting to discuss
17 business opportunities in San Francisco, NURU responded and suggested CHS-87857 meet NURU in
18 his office in San Francisco City Hall. NURU met with CHS-87856 and CHS-87857 on February 13,
19 2019 inside NURU's office, which is inside the Department of Public Works office suite in City Hall.
20 The meeting lasted approximately forty-five minutes. Based on my training and experience, I believe
21 this shows NURU had not withdrawn from the SFO Scheme by the time of the April 4, 2018 meeting
22 (discussed above) and was not bothered by the discussion of a bribe with one of the confidential sources
23 on that date. If he had objections to bribing a public official, I believe NURU would not have agreed to
24 meet with the confidential sources again, and certainly not in his office in City Hall.

25 132. During the meeting CHS-87856 and CHS-87857 asked how they could expand their
26 business in San Francisco, specifically as to the San Francisco Airport and the Transbay Terminal. CHS-
27 87857 said he talked to the executive director and a real estate person regarding the Transbay Terminal
28 and NURU said CHS-87857 should continue to talk to the real estate people "because they're the people

1 that are handling the leases and spaces...that's who we hired to do that." NURU said he does not run the
2 day-to-day operations of the terminal, but "if you need help, I will call [TJPA EXECUTIVE 1] and say
3 'Hey, you know, help these guys' or or 'what's going on, why can't they get what they want?'" When
4 CHS-87857 asked "So you get in there? You can help?" NURU responded "A little bit, yeah, if it's
5 there."

6 133. When they discussed possible airport concession contracts, NURU said he had another
7 possible contact at the airport, rather than AIRPORT COMMISSIONER 1, because he had not seen
8 AIRPORT COMMISSIONER 1 except for at one event recently. CHS-87857 said "the airport is our
9 main focus, right? And we wanted to kind of talk to you and see if you can, there's anybody you can
10 send us to, or if there's anything that you can do to help us just get back into that, into the winning circle
11 over here. You know, I know they [new concessionaire bids] are going to be coming up. I know there's
12 going to be opportunities coming up and." NURU cut off CHS-87857 and said "so let me know when
13 you." CHS-87856 then cut off NURU and said "We need to plan before." NURU responded "I know,
14 but when it comes up...you need to know what you're doing and follow it...the good thing about this
15 city is we're transparent, so I guess you know what's happening."

16 134. Later in the meeting, CHS-87857 said he needed "someone on the ground here to kind of
17 help us with local brands, so we need to hire somebody. Do you have any, a good person we can hire,
18 uh, that can be our eyes and ears down here...like our consultant down here?" NURU responded "Yeah,
19 you know, I kind of know what you need, but I need to." CHS-87857 then said he would send NURU
20 some information on his business and NURU responded "Then I can figure it out, like... 'cause I want to
21 get somebody who you can trust." Later in the meeting NURU reiterated this and said "Let me get you
22 the right partnership." When CHS-87857 asked where he should send NURU his business information,
23 NURU responded "personal email" and provided his personal email address. Based on my training and
24 experience, the context of this meeting, and the prior contacts between NURU and the confidential
25 sources that involved discussion of a \$5,000 bribe, I believe NURU was telling CHS-87856 and CHS-
26 87857 that they needed to hire a consultant who they could trust because that person might have to
27 provide benefits or pay bribes to officials in order to get certain city contracts. Furthermore, I believe
28 NURU was trying to conceal his involvement with CHS-87856 and CHS-87857 from public disclosure

1 laws that applied to his official email address because he knew he should not be involved in this kind of
2 conduct and, for that reason, was instructing the confidential sources to use his personal email rather
3 than an official government email that would be subject to public disclosure.¹⁰

4 135. Toward the end of the February 13 meeting, CHS-87857 said “next time we gotta make
5 sure to go out to dinner” and NURU responded “no, we will, yeah, it’s just, we have to book way in
6 advance, that’s the problem...I wanted to go, and you know, it’s like God man, I can’t figure it out. It’s
7 been crazy. I’ve been up since seven o’clock.”

8 136. As the meeting concluded, NURU asked CHS-878576 and CHS-87857 how their
9 relationship with BOVIS was and they responded that it was good, but BOVIS was too busy for them.
10 NURU said BOVIS had been busy opening Lefty’s Ballpark Buffet, but “we’re trying to get it to work.
11 It can’t really now...it’s not the season.” I believe this statement means NURU has an ongoing
12 relationship with BOVIS and is still attempting to help BOVIS financially with his business, likely
13 through NURU’s official position.

14 137. Based on my training and experience, I believe NURU has no legitimate official capacity,
15 either in his position as the Director of the Department of Public Works, or as the Chair of the Transbay
16 Joint Powers Authority (TJPA), to seek to help outside businesses obtain concession contracts in San
17 Francisco. As detailed above, the bidding process at the airport is required by law to be a competitive
18 process and any contact with airport commissioners or city officials, like NURU, with the intent to
19 influence the process, is prohibited. Similarly, there is no legitimate reason for NURU to be using his
20 official position to steer individuals (who have asked for his improper assistance in securing airport
21 concessions) to invest in the Transbay Transit Center.

22 138. I believe NURU met with CHS-87856 and CHS-87857 because NURU believes he can
23 benefit financially from helping them. This was the second time that NURU tried to push CHS-878576
24

25
26 ¹⁰ On February 22, 2019, CHS-87857 sent NURU an email that provided a link to a documents
27 regarding CHS-87857's business. CHS-87857 sent NURU a follow-up text message on February 28,
28 2019. NURU did not respond, but I understand (from other agents and my own experience with this
investigation) that delayed communication was not out of the ordinary for communications between
CHS-87857 and NURU. No further contact with NURU was attempted at the direction of law
enforcement. I learned about these email and text contacts on April 9, 2019, after a conversation with
another FBI field office.

1 and CHS-87857 toward business opportunities in the Transbay Transit Center. The first occurred in
2 connection with discussion of a \$5,000 bribe to an airport commissioner (which BOVIS reported was
3 NURU's idea) during meetings and conversations in March and April 2018. The March 19, 2018
4 meeting underscores NURU's intent. Although the apparent purpose of the meeting was to help CHS-
5 878576 and CHS-87857 rig their bid for an airport concession, NURU began by telling the group about
6 the Transbay Transit Center, its size, and anticipated concessions opportunities. He also explained that
7 he, NURU, was in charge of the project, shared confidential information from the last board meeting
8 about recent negotiations for commercial space, and helped arrange a tour of the Transbay Transit
9 Center for UCE-7982 and CHS-87856 (which occurred on March 20, 2018). NURU again pushed
10 opportunities at the Transbay Transit Center during a meeting on April 4, 2018, with BOVIS, UCE-
11 7982, CHS-87856, CHS-87857, and AIRPORT COMMISSIONER 1. Based on this prior conduct and
12 the February 2019 meeting, and my training and experience, I believe NURU intends to use the
13 Transbay Transit Center and his role as chair of the TJPA, and more generally his official position as the
14 Director of DPW, as opportunities to corruptly exert his official influence to obtain benefits for himself
15 and his associates.

16 2. Multimillion-Dollar Mixed-Use Development Scheme

17 139. Agents have intercepted numerous communications between NURU, BOVIS, and others,
18 regarding NURU abusing his official position as director of DPW for material gain, in exchange for
19 official actions. These communications about additional schemes further corroborate NURU's intent to
20 corruptly use his official position in relation to the airport scheme, as well as underscore his pattern of
21 fraudulent conduct. In particular, NURU appears to be attempting to use his official position to benefit a
22 billionaire developer in China who is developing a large, multimillion-dollar mixed-use project in San
23 Francisco, California. This individual has been identified by agents and is referred to here as
24 DEVELOPER 1.¹¹ In exchange for travel and lodging, hi-end liquor, and other gifts and benefits, NURU
25 claims to be working behind the scenes using his official position to help DEVELOPER 1 with getting
26

27 ¹¹ The identification of DEVELOPER 1 is based on open source information, the name used in
28 NURU's address book for this individual, and a personal photograph of NURU and DEVELOPER 1
together in China.

1 the necessary city approvals to open the multimillion-dollar development.

2 140. DEVELOPER 1 first surfaced in the investigation in the late fall of 2018 when agents
3 began to learn more about NURU's then-upcoming trip to China. During a call utilizing his cell phone
4 on October 21, 2018, NURU talked to his girlfriend, GIRLFRIEND 1, about his pending trip and how
5 he had to have a serious conversation with CONTRACTOR 2 regarding finances. CONTRACTOR 2 is
6 a building permits expediter who is affiliated with NURU. NURU said, "I don't know, just keep on
7 investing. I mean I'll be having a serious talk with [CONTRACTOR 2] on this trip... Yeah, but you
8 know, [CONTRACTOR 2] and [INDIVIDUAL 4], those two, they're nice people, but they are very
9 shrewd businessmen, so you have to be careful with them. They're very (silence)... Yeah, but people
10 like [INDIVIDUAL 4] and [CONTRACTOR 1], like if they made a hundred thousand, they'll give you
11 like two... Yeah, because they just ethically, they just you know, that's how they make money. They're
12 very shrewd. I mean [INDIVIDUAL 4] and [CONTRACTOR 2] are like that... Yeah, that's how they
13 are, they're just, that's just, I mean they're nice people but that's how the business model in their head
14 works... Well you have to be um, you have to be clear on the dealings and when you start having those
15 conversations with them they start getting nervous and they try to stay away from (UI)... That's why
16 both of them get along very well because they have the same type of thinking... And [CONTRACTOR
17 1], he used to work, he's worked for both of them and he wasn't, he wasn't a (UI) until he left them."

18 Based on my training and experience, and the context of this call, I believe NURU wants to be as
19 successful as CONTRACTOR 2 and believes that he can talk more freely with CONTRACTOR 2 in
20 China. As discussed in further detail below, I believe CONTRACTOR 2 has paid for or subsidized part
21 of NURU's trips to South America and China in 2018. I believe that CONTRACTOR 2 provides these
22 benefits to NURU so that NURU will use his official position to help CONTRACTOR 2 when needed.

23 141. On November 4, 2018, at approximately 9:21PM, NURU called GIRLFRIEND 1. NURU
24 told GIRLFRIEND 1 about his trip to China that he just took with his daughter and CONTRACTOR 2.
25 NURU described for GIRLFRIEND 1 the many gifts he received during this trip. NURU said that unlike
26 on the way to China where he flew in first class, this time NURU flew business class back to San
27 Francisco. NURU began by telling GIRLFRIEND 1 about a wealthy friend of his who lived in China
28 and how NURU and CONTRACTOR 2 stayed at his resorts during their vacation. NURU said, "Oh

1 boy, oof. We had a great time. Are you kidding? We had a great time. It was great. The last few days
2 was just, it was almost, it was almost a little scary because we had agents you know, like when we went
3 to the to, outside our hotel room, they had guards outside our hotel room. (laughs)... You know my
4 friend that has the plane?... Well I have a friend that has a, he's the fifth richest guy in China... I know
5 him through [CONTRACTOR 2], but anyway, so he's really rich, I mean, he's like, anyway we went to,
6 we had uh we had dinner with him on, what day was that? On Friday, oh no we had lunch with him on
7 Friday and they ask 'so hey, what are you guys doing for the rest?' We told him we were going to this
8 little hot spring town where they have these hot springs and stuff... And he's like 'No, you're going to
9 my hot spring.' (UI) his people on the phone making phone calls and he has his (UI) he says 'My van is
10 outside to take you to my resort'... And we get there and they're like all these people, all these like
11 agents with things in their ear and stuff all waiting for us. We like 'oh shit, what's going on
12 [CONTRACTOR 2]?' (UI)... Yeah, thing is we get there, they take us to our rooms and everything and
13 they're, everybody's in their room and then as soon as I come out, they're like still outside our room. I'm
14 like 'Oh man, what's going on?' And then they're like 'Uh, in ten minutes we're going to go take a tour
15 of the whole place' You know, then we took a whole tour and everything. They gave us (UI) it was a
16 big, they have like a whole community center and basketball courts, swimming pools, yoga... Yeah, he
17 owns the whole, the whole spa and the hotel. Yeah and he has many. He has a hundred and five, five-
18 star hotels in China... Yeah, we stayed, we stayed in uh we stayed at uh Seven Star Hotel, he owns it,
19 Conrad, and then we stayed at the Park Hyatt, he owns that one. And the last time I went with grandma
20 we stayed at the Ritz-Carlton, yeah... Yeah actually, he even told us, he told us, you know, 'did I send
21 you some pictures of like this mansion that we went to?'" NURU continued, "Oh, no this was uh,
22 anyway, we went to this mansion. He has like a mansion, it's like the White House. It's worth billions of
23 dollars, like (UI) and art and Chinese paintings... This is the guy that uh, bought the, did I tell you
24 about a guy that bought 2,000 acres in [Bay Area city]? He wants to build... He wants to build a (UI)...
25 Anyway, he's got a lot of real estate in America. He the guy we uh, when we had we had dinner at his
26 house, we had like the Vice President of [FOREIGN COUNTRY 1] there, when we had, we sat at...
27 Yeah that's [DEVELOPER 1's] house, but apparently he doesn't live there because it's too, you know, he
28 lives on, he has four floors on the top of the Ritz-Carlton. He told me the other day, when we had lunch

1 with him. He says 'Oh I live here. (UI) four floors on the top here.' I was like, 'Oh.' 'This is where I
2 live, but people think I live in that place. I don't live in that place.' (laughs)."

3 142. NURU said he uses WeChat to communicate with DEVELOPER 1.¹² NURU then told
4 GIRLFRIEND 1 about how he is helping DEVELOPER 1. NURU said, "I'll send you a picture. He's a
5 very nice guy. We're helping him, I'm helping him with a project here, San Francisco. So whenever he
6 comes, I always go to see him. I didn't know and I know he has this plane, I didn't know that, how big he
7 was until I got to China." NURU then listed some of the gifts and benefits he received from
8 DEVELOPER 1, "No we uh, we uh, we so when we arrive, we had a dinner with him and that night he
9 gave us a tour of his house, uh me and uh [individual from FOREIGN COUNTRY 1] and everybody.
10 His house, his house is just like a museum. He likes art. He's got like, in fact, he gave us, he gave us
11 some stone. I don't know how much they're worth, I, you know, I put them in the ship to, I shipped them
12 you know, they're gonna come in the ship. They're tons of money. I don't know what he, he he brought
13 it to us. He gave me one and [CONTRACTOR 2] one and he had like a little flashlight and he was
14 saying 'look at this, look at that.' He was showing things, I don't know what he was (laughs)... A little
15 bit, oh oh let me tell you this. The night we were at his house, the drinks that we drank... that bottle
16 was worth ten thousand dollars... Yeah, it's Maotai, but it's fifty-year-old Maotai... Yeah, and then and
17 then on Saturday when we had lunch with him again, the bottle of wine was worth two thousand plus
18 dollars. It was a French wine... I was like 'yeah' I was like 'Woh.' So I looked it up. It was like two
19 thousand seventy dollars."¹³

20 143. NURU continued to talk about the free hotels DEVELOPER 1 had provided him on prior
21

22 ¹² WeChat is an application made by a Chinese company that allows for messaging and voice
23 and video calls between users, among other features.

24 ¹³ State and local ethics and disclosure laws require officials like NURU to (among other things)
25 report potential conflicts of interest and list the gifts they have received, including meals and travel,
26 every year on a document known as a Form 700. If NURU were to follow these requirements, he would
27 list, for example, all of the meals BOVIS paid for, the subsidized vacations he appears to have received
28 from CONTRACTOR 2, the gifts he received from DEVELOPER 1, and what appears to be free or
subsidized work he has received on his vacation home. Agents reviewed the Form 700 that NURU filed
with the City electronically on March 26, 2019 at 5:38 PM. The disclosure covers January 1, 2018
through December 31, 2018. The only gift listed is a bottle of red wine from Clark Construction, valued
at \$89.99, which NURU stated he received on December 6, 2018. Based on my training and experience,
I believe NURU's failure to disclose the many gifts he received in 2018 is knowing and willful, and is
further evidence of his intent to defraud the public of honest services as well as his corrupt state of mind.

1 occasions. NURU said, "Yeah, but you know, this guy who stay at his hotels, you know, he's the one
2 that gave us the hotel with uh grandma... Yeah this guy, you know he's, the guy with the hotels, he's
3 been hooking, uh he's the one hooking us up... We don't, yeah, we don't uh we don't um we don't pay
4 any hotel or anything. They take care of us. They give us good rooms and good service. You know we
5 eat good breakfast (UI) morning... No all over the world. He owns some in America." GIRLFRIEND 1
6 then asked, "But the ones we stayed in in South America? He owns those?" And NURU answered, "I
7 don't know, I don't think he, I don't know if he has those ones. (UI) Yeah."

8 144. At this point in the conversation I believe NURU confirmed his recent vacations to China
9 and South America were largely subsidized, and that he had received free hotel and resort
10 accommodation, free food, and transportation throughout China, because of his assistance to
11 CONTRACTOR 2 and DEVELOPER 1. I also believe, because GIRLFRIEND 1 asked if
12 DEVELOPER 1 owned the hotels that she and NURU stayed at during their previous South America
13 vacation, that those accommodations were similarly subsidized or free of charge. I believe that is why
14 she assumed DEVELOPER 1 owned them.¹⁴

15 145. In the next part of the conversation NURU discussed the official actions he would take as
16 Director of DPW to benefit DEVELOPER 1's project in San Francisco. Specifically NURU said that
17 DEVELOPER 1, "he's the owner of uh [the multimillion-dollar mixed-use development], the project that
18 he (UI)." And GIRLFRIEND 1 replied, "That [CONTRACTOR 2] was working on, yeah." And
19 NURU continued, "Yup, and he's very upset about because he's, you know, he thinks he's lost, he's spent
20 so much money and he's, you know, can't see the end of the tunnel... No, it's not done. So that was the
21 meeting we had with him on Saturday. He had a whole list of things that we need to get done. We have
22

23 ¹⁴ Agents are analyzing bank accounts for NURU and one of his daughters. A preliminary
24 analysis has shown multiple cash deposits into the daughter's account. The daughter has also written
25 checks and paid for multiple payments on NURU's San Francisco home mortgage, as well as making
26 payments for NURU's construction costs for his vacation home in Lodoga. NURU also wrote two
27 checks dated 9/18/2018 to another individual. One check was written for \$4,707.41 with the memo
28 written as "s. america trip" and the other check was written for \$2,914.19 with the memo written as
"China trip." Agents are investigating the identity of this individual and additional financial evidence
related to these trips. However, based on my training and experience and the general cost of first class
and business international airfare, I believe these checks do not fully cover the cost of NURU's trips to
South America and China. In addition, neither one of these trips has been disclosed on NURU's most
recent Form 700 (Schedule E of the Form 700 is used to disclose travel payments, advances and
reimbursements).

1 to... He's bringing in a [RETAIL STORE 1] in there so they finally (UI)... Yeah, so he's you know,
2 he's got a [RETAIL STORE 1] going in there now. They've worked out a lease with them. He's uh
3 trying to make sure the windows are, the windows were made in Mexico and there's some kind of
4 defect... So we're trying to get that all resolved with the, [senior official with San Francisco Department
5 of Building Inspection (DBI OFFICIAL 1)] shop and Planning, a whole list of things that we need to get
6 done... Oh yeah, but I mean, he doesn't you know, he doesn't give money or anything. He lets us stay
7 in his hotels and stuff. He makes all the arrangements for us, which is good. And nice places.” Later in
8 the conversation, NURU said that during the trip “we didn't have to do anything. We just, they just say
9 ‘Hey nine o'clock, you know, meet downstairs’ and when we come there, there's a Mercedes waiting for
10 us or a nice luxury van waiting for us.” GIRLFRIEND 1 asked if NURU’s daughter “start[ed] to get
11 used to it like I got used to it?” NURU responded “Oh she she got used to it. She didn't have to think
12 about money not one day.” Based on this call and previous intercepted calls, I believe GIRLFRIEND 1
13 was referring to the trip to South America that she went on with NURU and CONTRACTOR 2 in
14 October 2018. I believe that CONTRACTOR 2 and others subsidized NURU’s and GIRLFRIEND 1’s
15 expenses for that trip. Records received from the Ritz-Carlton in Santiago, Chile, show the hotel
16 reservation was under GIRLFRIEND 1’s name and that the room was paid for in cash. The room was
17 occupied by two people. I believe the other person was NURU. The cost of their stay at the Ritz-Carlton
18 was 800,400 Chilean Pesos, which is approximately equal to \$1,176 US Dollars.

19 146. NURU’s description of his arrangement with DEVELOPER 1 (that he helps
20 DEVELOPER 1 with his San Francisco project in exchange for high-end accommodations and other
21 benefits) was corroborated that same day by an encrypted WeChat message sent from NURU to
22 DEVELOPER 1 on November 4, 2018 at 1:41 AM PST, shortly after NURU had received luxury
23 accommodations from DEVELOPER 1 during NURU’s stay in China. The message from NURU
24 stated: “Thank you very much for all your generosity while we were in China. We had a great vacation
25 and my daughter had a wonderful time. I will do my very best to see that your project gets completed.
26 Look forward to seeing you in San Francisco when you come.” DEVELOPER 1 responded the next
27 day: “You’re welcome and thank you so much. Looking forward to seeing you in San Francisco.”

28 147. Based on open-source information, the project is a condominium complex with retail

1 planned for the first floor. According to publicly available documents the project experienced various
2 construction delays. When NURU referred to "Planning," I believe he was referring to the San
3 Francisco Planning Department or San Francisco Planning Commission. These entities handle approving
4 various parts of construction projects in the city.

5 148. While NURU was in China, on October 24, 2018, at approximately 12:56 pm, NURU
6 received a call from DPW EMPLOYEE 1. During this call, NURU asked "What's going on with
7 [address for DEVELOPER 1's mixed-use project]?" and the individual responded that he heard the
8 developers were dragging their feet. NURU said "I don't think so" and continued later by saying
9 "there's an issue with the glass... Yeah, it's the glass, something about, uh, some detail that they were
10 concerned about that was not safe or something." The call was minimized near this point. However,
11 based on my training and experience, I believe NURU, in his official capacity as the Director of DPW,
12 was using this call with a DPW employee to check on DEVELOPER 1's project in order to assist
13 DEVELOPER 1.

14 149. A search of communications in NURU's personal email account also indicates he
15 remained involved in moving DEVELOPER 1's project forward, both before and after his trip to China.
16 These communication include: (i) a December 9, 2018 email from CONTRACTOR 2 advising NURU
17 that DBI had provided notice that a temporary certificate of occupancy for DEVELOPER 1's
18 multimillion-dollar, mixed-use project was on hold until the project sponsor completed installation of
19 additional items; and (ii) a February 8, 2019, email from the personal email address of DBI OFFICIAL 1
20 to CONTRACTOR 2, cc to NURU's personal email address, indicating that the official would attend a
21 dinner with DEVELOPER 1 at a San Francisco restaurant later that month.

22 3. Transbay Transit Center

23 150. As noted above, NURU is also the Chair of the TJPA. The Office of Community
24 Investment and Infrastructure (OCII) (the successor to the San Francisco Redevelopment Agency) and
25 TJPA are developing the Transbay Transit Center through a competitive bidding process. In order to
26 lease commercial space at the Transit Center, prospective tenants must submit an online Tenant
27 Application. Following the application, the prospective tenant will need to submit a Letter of Intent
28 which should include a resume, concept description, business plan, proof of capital, and two years of

1 business or personal tax returns. Deals are to be evaluated on a point system based on if a tenant is a
2 local business, if it fits within the merchandising plan, and if the tenant has the operating experience,
3 financial capital, and if the product offering will enhance the neighborhood. The TJPA has primary
4 jurisdiction regarding matters concerning the financing, design, development, construction, and
5 operation of the Transbay Program.

6 151. Intercepted communications on NURU's cell phone show that NURU and BOVIS have
7 discussed NURU helping BOVIS receive a contract for one of BOVIS' restaurants at the new Transbay
8 Transit Center (alternatively referred to as the Transbay Terminal). The paragraphs below summarize
9 certain intercepted communications related to the scheme.

10 152. On November 13, 2018, at approximately 6:09 PM, NURU called BOVIS. During this
11 call, they discussed the Transbay Terminal. BOVIS said "Um, but I was gonna ask you to about uh um
12 wondering, I sent you the stuff for the uh (UI) let me port it over to the new email too. I'll send it to ya,
13 from the ah real estate people at um Transbay Terminal." NURU said, "I'll talk to [TJPA EXECUTIVE
14 1]." Based on my training and experience and the context of this call, I believe NURU was saying he
15 would talk to TJPA EXECUTIVE 1 to help BOVIS.

16 153. On November 30, 2018, at approximately 5:49 PM, BOVIS called NURU. NURU and
17 BOVIS discussed a variety of topics starting with a lease BOVIS is trying to get at the Transbay
18 Terminal. BOVIS said, "Doing good, um, a couple things to ask you. Did you ever talk to the guy over
19 at uh, the." NURU then interjects "Transbay?" BOVIS then affirmed and NURU said, "Yeah, I talked
20 to him. I see the dialog going backwards and forwards, so." They then discussed the leases and spaces
21 available at the terminal. NURU said when he talked to the people at the terminal they told him for
22 what BOVIS wanted to do, certain spaces would not meet his requirements. I believe this shows NURU
23 is taking an active role in trying to get BOVIS a space at the Transbay Terminal. NURU said to BOVIS
24 when talking about his dealings with the Transbay people, "Yeah, I don't know, I don't know how to
25 handle it because he, you know, he knows that I'm pushing on it..." Based on my training and
26 experience, I believe that NURU was trying to be careful about pushing too hard for a lease opportunity
27 for BOVIS and wanted to avoid raising red flags that might draw unwanted attention to his relationship
28 with BOVIS.

1 154. On December 6, 2018, at approximately 1:30 PM, NURU called BOVIS and explained to
2 BOVIS that TJPA EXECUTIVE 1 was also on the phone. The audio from the call indicates that NURU
3 and TJPA EXECUTIVE 1 were utilizing the speakerphone function of NURU's cell phone. It also
4 appears that the call was made from the privacy of NURU's office. Cell-tower location data shows that
5 NURU's cell phone was in the vicinity of San Francisco City Hall. Agents have also confirmed that
6 TJPA EXECUTIVE 1 was seen leaving the DPW office suite after the meeting in NURU's office would
7 have concluded.

8 155. On the call, NURU explained to BOVIS that, "Okay, so, so [TJPA EXECUTIVE 1]'s
9 here, so I guess we're trying to figure out what your situation is and trying to resolve it." BOVIS and
10 TJPA EXECUTIVE 1 thereafter discussed BOVIS' top three choices for spaces to lease. BOVIS
11 explained, "Yes, as of, as of right now the 119 is the preferable. That 121 was the one we really wanted
12 but um they uh said they already signed the lease papers on that or they're in the process of doing it, and
13 so they wouldn't present our offer...So 121, 119, 135." BOVIS also told TJPA EXECUTIVE 1 they
14 sent in an offer, but was concerned the offer was never presented to TJPA EXECUTIVE 1. TJPA
15 EXECUTIVE 1 reassured BOVIS, "Ok, I'm I'm aware of uh, I'm aware that you've submitted...I have it
16 on my, I have it on my sheet, so let me follow up."

17 156. Based on the investigation and the substance of this call, I believe NURU is using his
18 official position and influence as Chair of the Board of Directors of the TJPA to assist BOVIS in
19 securing a commercial lease for one of his businesses in the Transbay Transit Center; namely, by
20 arranging a direct meeting between BOVIS and TJPA EXECUTIVE 1. In exchange, I believe BOVIS
21 was continuing to "take care of" NURU through kickbacks, free meals or other benefits in the same way
22 that he alluded to as part of the Airport Scheme when, for example, he said during a recorded call on
23 March 1, 2018, with CHS-87857, "I'll just, take care, I'll do it on my side with the, the head of DPW,
24 the one who introduced us ... so I'll take care of that." BOVIS repeated the same thing during the March
25 19, 2018, meeting at the Broadway Grill with UCE-7982, CHS-87856, and CHS-87857. When CHS-
26 87857 asked BOVIS if NURU would want something in return for his help with the airport concession,
27 BOVIS replied that BOVIS would do something for NURU, and that NURU was giving BOVIS more
28 deals like the bathroom contract. BOVIS stated, "I'll take care of him."

1 157. On December 10, 2018, at approximately 4:40 PM, BOVIS again called NURU. During
2 the call, BOVIS said, "I sent that guy our information. He's helping me. [TJPA EXECUTIVE 1]."
3 NURU responded, "Oh good, good." NURU and BOVIS discussed how when [TJPA EXECUTIVE 1]
4 called BOVIS, he said BOVIS' phone was not answering. After that BOVIS and NURU discussed the
5 danger of the FBI monitoring their calls:

6 NURU: Every time he called you, he says "Guys doesn't answer. The phone doesn't answer.

7 I was like, what do you mean the phone doesn't answer?

8 BOVIS: Huh, I don't know, maybe I have something wrong with my phone.

9 NURU: Yeah, and then, I said, "Well I wanna call him right now from my phone."

10 BOVIS: As long as, as long as nobody, nobody at the FBI is looking, listening to me, that's
11 cool.

12 NURU: (laughs)

13 BOVIS: (laughs) Maybe (UI) my phone's protected

14 NURU: (laughs) You make me paranoid man

15 BOVIS: I know, no, no, I'm joking.

16 NURU: I'll send you that information. I'll send it to you right now.

17 158. I believe this shows BOVIS and NURU know what they are doing together is illegal. As
18 described above in connection with the Airport Scheme, this is not the first time BOVIS expressed
19 concern about the FBI investigating his conduct.

20 159. The same conversation continued when NURU asked BOVIS, "[ARCHITECT 1] ever
21 get back to you?" BOVIS responded, "Yeah, he did, and I told him, uh, yeah, so I told him, I, I, I'll tell
22 you about it... He has a solution now too for you... He said um, he said he figured out how to do it
23 correctly... That way he can be um, uh, 'cause he won't be the architect on, um, the paper... 'cause he'll
24 be the design, the right, uh the design consultant for you." NURU said "I like that, yeah... oh I can get
25 somebody to stamp the drawings. Tell him not to worry... I can get somebody to stamp it, yeah, I got it,
26 I can get people to stamp it for him... yeah, he shouldn't worry about that." Based on my training and
27 experience, and the context of this call, I believe NURU asked BOVIS if ARCHITECT 1 contacted
28 BOVIS again. Previous intercepted communications reveal that ARCHITECT 1 is an architect working

1 with BOVIS to design temporary homeless shelters for a city contract. Intercepted communications also
2 indicate that he is supposed to be involved in work on NURU's vacation home. I believe this call shows
3 NURU and BOVIS attempting to hide ARCHITECT 1's involvement as an architect because of the
4 benefits NURU is receiving.

5 **4. Bathroom Trailer Scheme and Homeless Container Shelter Scheme**

6 160. In November 2017, San Francisco DPW released a new set of portable public toilets
7 designed to look like the iconic San Francisco Painted Ladies houses. In 2018, DPW was funded to
8 purchase more bathroom trailers. As described below, NURU gave BOVIS inside information regarding
9 the specifics of the project and had one of his DPW employees, DPW EMPLOYEE 2, deal with BOVIS
10 regarding the specifications.¹⁵ During this call, BOVIS assured NURU that he never sends any emails to
11 NURU at his government email address. NURU then told BOVIS to always use NURU's personal email
12 address, which could be "anybody." NURU then directed another DPW employee, DPW EMPLOYEE
13 3, to assist BOVIS with the project. DPW EMPLOYEE 3 told BOVIS that NURU put him in charge of
14 it and that DPW EMPLOYEE 2 was still the main guy but DPW EMPLOYEE 3 would oversee
15 everything. To complete the project, BOVIS is working with a husband and wife construction/designer
16 team. BOVIS and the team have discussed the specifications and requirements from the email sent from
17 DPW EMPLOYEE 2 at DPW. Notably, during one conversation with BOVIS, one of the members of
18 the team asked about other bidders and the due date of the bid. BOVIS replied the bid was "just a
19 formality."

20 161. NURU and BOVIS appear to have a similar arrangement for a project involving the
21 construction of small container-type portable housing for the homeless. A summary of pertinent
22 communications regarding these schemes follows below.

23 162. On July 3, 2018, at approximately 5:42 PM, BOVIS received a call from NURU. Both
24 were using their cell phones. NURU and BOVIS talked about the project for providing the city with
25 portable public toilets for the homeless. BOVIS said, "Good how are you, I got my email from [DPW
26 EMPLOYEE 4], so I responded back to him." NURU replied, "Oh good, but also I need you to. I'm
27

28 ¹⁵ As a restaurateur, BOVIS has no apparent construction expertise that would be relevant to these projects with DPW.

1 confused on the specs for the bathroom. Have you talked to John? I don't know if it's a wooden one, he
2 asked me if it's a it's a wooden one or a metal one (UI)?" BOVIS replied, "No, it's the same one we just
3 made it uh more cost effective, we modified it a little bit." NURU said, "Yeah, yeah I need to get a copy
4 of the one...the spec that you have... I can give it to him because he's sayin' is it the wooden one or is it
5 the metal one? I said, I don't know which one it is... Cause I want to give it to him because I need, I
6 need five right now." BOVIS said, "Yeah, no I wrote the spec perfect for you. I got 'em all, uh." NURU
7 replied, "But we have to send it over to [an associate's] shop." BOVIS laughed and said, "Yeah, alright
8 no problem. Alright... Yeah, yeah sorry if I didn't cc you on it I thought I did, but do you want it to
9 [NURU's personal email address] or to the department?" NURU said, "Well if you're gonna put me on
10 the e-mail..." BOVIS replied, "Okay don't put you on the email?" NURU said, "Yeah, just send it to
11 [DPW EMPLOYEE 2] just tell him you know, here are the specs for the new trailers, I heard you're
12 going to be needing five." BOVIS said, "Okay, and that at the same time I'll (UI) to [NURU's personal
13 email address] right?" NURU replied, "Yeah, you can do that. Yeah." BOVIS said, "Okay, that way it's
14 the family one. Okay, got it." Based on my training and experience, and the context of this call, I believe
15 BOVIS and NURU are working on a project to supply the city with portable public toilets for the
16 homeless. I believe NURU has influence or control over these contracts and the reason he does not want
17 BOVIS to email him on his work email is because NURU wants to conceal his involvement in the
18 project because he is receiving items of value from BOVIS in exchange for official action.

19 163. Later during the call NURU discussed the funding available for the portable public toilets
20 project. NURU said, "Okay well, I guess they definitely need five and I have the money out." BOVIS
21 replied, "Yep, we're ready, I'm ready. As soon as they get that. I'll send over the specs to you again. I put
22 a separate letter to him." NURU said, "Yeah, we need them now because we have uh, we have funding
23 for five new locations (UI)." BOVIS said, "Twenty minutes, you'll have it."

24 164. BOVIS and NURU then talked about another project, where BOVIS would be providing
25 the city with portable homeless shelters. BOVIS said, "And I talked to [DPW EMPLOYEE 4] twice now
26 on the email, so uh. He asked me if I need electricity at the site. I'd rather have electricity because it
27 costs more to do solar and stuff." NURU said, "Okay that's fine... Yeah he's going to find a place for
28 you... I think on Mission Street in the courtyard (UI)... and we'll let homeless sleep in it and test it out."

1 BOVIS said, "Yep, that's what you got to do and make sure everything works good... I, I got to write, I
2 think I can do it myself but I write a letter of intent to the companies they may give it to me for free but
3 if I had a letter from you guys that's like a letter of intent that we're looking into this and we may buy it
4 but I can do it from the SMTM company, so that'll probably be easier." NURU said, "(UI) can write you
5 a letter if you need one. That's fine." BOVIS said, "Okay yeah, because if I have one from him then we
6 look like that were more... ah... that we got a serious, uh they can donate the, um, panels so we can build
7 the first one for a lot cheaper." NURU replied, "Okay yeah he can write you a letter. He can write you a
8 letter."

9 165. On July 5, 2018, at approximately 4:33 PM, BOVIS received a call from NURU. BOVIS
10 told NURU that DPW EMPLOYEE 2 wrote the specifications for the portable public toilets and that he
11 "just copied it for the old camper ones, you know they didn't say anything about the Victorian, they just
12 copied the old um spec from the older one so, uh, I'm having them red-line it, and make it so it's for the
13 Victorian." BOVIS asked NURU if DPW EMPLOYEE 2 wanted metal studs or if it would be alright to
14 use wood, and NURU responded, "Well follow him. He's kind of an equipment guy so... that's why I
15 need you to work with him... well talk to him because once you and him agree then... then you know
16 I'm already moving the money around so, yeah, yeah." BOVIS said, "Yeah, the one he wrote is um for
17 the camper, you know fiberglass outside and for the ones that (UI)" and NURU responded, "Change it,
18 change it." BOVIS stated, "Okay I'll change it all." And NURU replied, "Yeah change it, yeah." BOVIS
19 said he would submit a proposal with wood studs and NURU responded, "Well give him, yeah, tell him
20 this is the one that you have, you know, um yeah, but you need to work it with him, I guess that... to be
21 able to move it forward, yeah, yeah, because I'm pushing right now, so yeah, yeah... Tell him uh, this is
22 this is a preferred one, yeah." Based on my training and experience, and the context of this call, I believe
23 BOVIS may have improperly received information on this contract and NURU is helping push the
24 contract toward BOVIS. To date, although agents have been unable to find any open RFPs or any
25 contracts regarding this project, as discussed above, I believe NURU has influence or control over these
26 contracts and the reason he does not want BOVIS to email him on his work email is because NURU
27 wants to conceal his involvement in the project.

28 166. On July 5, 2018, at approximately 4:49 PM, BOVIS called an individual believed to be

1 DPW EMPLOYEE 3. DPW EMPLOYEE 3 told BOVIS he just left NURU and that NURU told him
2 that “you and I should get together and discuss, you know.” BOVIS asked if DPW EMPLOYEE 3 was
3 writing the specifications for the portable public toilets and DPW EMPLOYEE 3 responded “I, I, yes.
4 He’s put me in charge of it so I’m gonna work with you so that uh, yeah, we get all the right material.”
5 BOVIS asked about DPW EMPLOYEE 2 and DPW EMPLOYEE 3 said, “[DPW EMPLOYEE 2] is...
6 he’s the main guy, but I’m gonna oversee everything... so he just wants me to, uh, to act in the middle.”
7 BOVIS responded “Excellent.”

8 167. DPW EMPLOYEE 3 then told BOVIS “Please send me everything that you and [DPW
9 EMPLOYEE 2] are working on so I know exactly what is going on so we get it right, you know?” Based
10 on my training and experience, and on the context of this call, I believe NURU told DPW EMPLOYEE
11 3 that he should work with BOVIS to ensure that BOVIS won the contract.

12 168. On July 5, 2018, at approximately 4:52 PM, BOVIS called one of the people working on
13 the design for him. BOVIS began the conversation by saying, “Hey...uh, you guys must have been
14 praying because I’ve got some better news. I talked to Mohammed... Yeah, and I, I told him that the
15 specs that you got, you just copied and pasted from before right... So I talked to his other guy [DPW
16 EMPLOYEE 3], not [DPW EMPLOYEE 2], but the other guy who is overseeing... [DPW EMPLOYEE
17 2] is his boss, but, I said we are going to rewrite the specs and send them to ya and use those specs, so
18 um, he’s gonna help me do that so, put it back to wood, so um, if they push back, then we’ll go to
19 metal.” The individual responded, “Okay, so we’re, so we’re kinda pushin’ back right now with our
20 answer and it’s becoming a dialogue kind of. That’s what I wondered what was happenin’ because the
21 whole (UI).” BOVIS asked the person if he had talked to anyone about it and he said he had not talked
22 to anyone yet. BOVIS responded “Oh good.” Based on my training and experience, and on the context
23 of this call, I believe BOVIS used his possible inside knowledge about the portable public toilets project
24 to his advantage in designing his proposal.

25 169. On July 6, 2018, at approximately 1:15 PM, BOVIS sent an SMS Text Message to DPW
26 EMPLOYEE 3. BOVIS said, “Can you send me your email Thank you nick Bovis.” DPW EMPLOYEE
27 3 responded with a reply SMS Text Message at approximately 1:28 PM with his official sfgov.org email
28 address. BOVIS then replied, “I just sent you correct specs” DPW EMPLOYEE 3 then texted back, “ok

1 – will take a look soon as I get into office – thx” Based on my training and experience, and the context
2 of this text message exchange, I believe DPW EMPLOYEE 3, at the direction of NURU, is assisting
3 BOVIS with the portable public toilets project. Based on my training and experience, and the context of
4 this communication, I believe BOVIS and DPW EMPLOYEE 3 emailed each other about this project in
5 order to enhance the chances that BOVIS’ bid was accepted.

6 170. On July 9, 2018, at approximately 8:33 AM, BOVIS received a call from one of the
7 individuals working on the design for him. They discussed construction specifications for the portable
8 public toilets project and whether they should be using wood or metal and the costs associated with
9 each. The person asked if the price was “stuck at 65” and BOVIS said he would find out.

10 171. On July 19, 2018, BOVIS called one of the individuals working on the design for him
11 and they discussed project specifications. The individual asked BOVIS, “... And when is the bid due
12 date as far as, I mean, we'll get it right back, but when is it due as far as everybody else having to submit
13 if they're going to?” and BOVIS responded, “Nobody else will be able to do it once I uh, um, it's just, it's
14 just a formality.” The individual stated, “A formality.” BOVIS replied, “But I have to, I have to make
15 sure it's like a, like you want it just say yes and exempt if it's anything. If they ask for the guy flying out
16 there and all that bullshit just say exempt or someone will send pictures or whatever...”¹⁶

17 172. I believe BOVIS has a similar arrangement with NURU regarding a homeless shelter
18 project. Based on intercepted communications, BOVIS appears to have reached an agreement with
19 NURU where NURU will ensure BOVIS wins the bid to construct homeless housing shelters.

20 173. For example, on August 10, 2018, at approximately 12:31PM, an individual working with
21 BOVIS on the homeless shelter project, ARCHITECT 1, called BOVIS to discuss a presentation for the
22 container shelter project. ARCHITECT 1 expressed his concerns about disclosing too much about their
23

24
25 ¹⁶ Based on public source information, I believe BOVIS has worked on the portable toilets
26 project in the past. Specifically, a press release in 2017 stated “...the custom-made, solar-power portable
27 toilet was a design and manufacturing collaboration between Public Works and Tiny Potties, an
28 enterprise owned by San Francisco entrepreneur Nick Bovis...” The website www.tinypotties.com has
Dignity Spaces listed on the top, various Victorian style building drawings and descriptions, and an
email address associated with BOVIS’s restaurant, copyright Dignity Spaces 2018 at the bottom. Per
searches of the California Secretary of State Business website, the San Francisco government website,
and open source searches, agents have not identified Tiny Potties or Dignity Spaces as incorporated
entities.

1 design with others. ARCHITECT 1 said, "oh no worries no yeah I got ah an email from [DPW
2 EMPLOYEE 4] yesterday, and ah [DPW EMPLOYEE 4] and a team actually, and then I called and they
3 desperately want the material, here's my only concern is uh, you know you met [INDIVIDUAL 5], ah
4 part of our presentation, and he was with ah, some of the senior officials in the Oakland site reviewing
5 the Tuff Sheds and SIP panels came up there, and so I'm just, are you sure they're going to act in good
6 faith if we share all of our information?" BOVIS said yes and ARCHITECT 1 then said, "You sure
7 DPW won't be shopping around or looking to other." And BOVIS replied, "No, Mohammed will give it
8 to me if ah ah." And ARCHITECT 1 said, "Ok, alright I just wanted to be sure because the SIP panel
9 stuff started coming up with all them too. So we definitely don't want." Based on my training and
10 experience, and the context of this call, I believe BOVIS and NURU had already agreed to grant BOVIS
11 the contract, and BOVIS had no concerns about competition or sharing information with others because
12 he knows he will win the bid.

13 174. BOVIS and NURU continued their contact concerning the bathroom trailer project later
14 in 2018 as well.

15 175. On November 27, 2018, at approximately 8:04 AM, NURU called BOVIS. After
16 discussing other topics, BOVIS mentioned the bathroom trailer project. BOVIS said, "No, um, we're
17 just waiting for the bathrooms right? Haha... They're waiting for the budget right." NURU answered,
18 "Yeah, we're trying to free up our money. You know the city changed financial systems so we're trying
19 to figure out exactly how much money we have and what we don't have. Yeah... But we're close, we're
20 close."

21 176. On November 30, 2018, at approximately 5:49 PM, BOVIS called NURU. NURU and
22 BOVIS discussed a variety of topics starting with a lease BOVIS is trying to get at the Transbay Transit
23 Center (discussed above). BOVIS and NURU also discussed the bathroom trailer project. BOVIS said,
24 "Oh and then um, my guys in Minnesota, I mean, uh not Minnesota, in uh, they were asking me about, I
25 can tell them about uh the order, I told them in couple months, probably." NURU then responded,
26 "Yeah, no, I'm trying, I'm gonna, yeah, I'm gonna get the money especially now that [the mayor's] got
27 this new money that they've found... I think I'm gonna be, make sure I get, I'm gonna try get some of
28 that for sure." The two then discussed how long BOVIS should tell his builders it would take for the

1 city to get the funding so they could start the construction. They both decided to give it six months. I
2 believe this shows NURU continuing to use his official position to steer financial opportunities to
3 BOVIS.

4 177. The last topic BOVIS and NURU discussed during this call was a Thanksgiving Day
5 voucher deal where BOVIS gave vouchers to NURU. NURU then gave the vouchers to his employees
6 who had to work on Thanksgiving. The employees could then eat for free at BOVIS' restaurant, Lefty's
7 Ballpark Buffet. BOVIS would then give the vouchers that were turned in for the free meals back to
8 NURU and NURU would pay for the meals out of DPW funds. NURU said, "(UI) Yeah so, prepare that
9 invoice for me and put the discounts on it." And BOVIS said, "Yeah, I did 50%." NURU then replied,
10 "(UI) Ok, oh good, perfect perfect... Yeah, then give it to me and I'll have it processed, yeah I'll have it
11 processed." BOVIS then thanked NURU, "Thank you so much Mohammed." And NURU said, "Yeah,
12 no problem, no problem. And then we'll do the same thing for Christmas or any other holiday coming
13 up. You let me know... Yeah, so any other holiday or like or any day you think you'll have low
14 attendance, you let me know, I can do the same thing, my friend, you know." BOVIS then ended the
15 conversation by talking about The Broadway Grill, which had been closed for months due to a fire.
16 BOVIS said, "Alright, oh um Broadway Grill will be opened up pretty soon too. I'm working with the
17 chef right now." And NURU said, "Ok, yeah that would be nice (UI)." BOVIS replied, "Yeah,
18 whatever you need, yeah whatever you want to bring there, I'll take care of it." And NURU said, "Ok,
19 alright, that sounds good." Based on my training and experience, and the context of this call, I believe
20 this is another example of how NURU grants BOVIS financial opportunities as Director of DPW and in
21 return, NURU gets perks such as free meals from BOVIS' restaurants. Agents have previously seen
22 NURU eat for free or at a discount at The Broadway Grill.

23 178. On January 29, 2019, at approximately 7:00 PM, NURU called BOVIS. BOVIS and
24 NURU were discussing their schedules and trying to find some time to meet. BOVIS asked NURU,
25 "No no. I got to stay down here tonight, can uh, should we meet tomorrow then? Would that be better?"
26 NURU said he would try for Thursday. The two then joked around about BOVIS going to meet NURU
27 in City Hall. BOVIS said, "Let me get ya on Thursday, or you want me to come by down to your
28 office? See ya down there? Or?" And NURU answered, "No don't come by to my office (laughs)." And

1 BOVIS laughed as well, "Ok No No. Ok I know. Ok. Oh god I'm sorry (laughs)." BOVIS then laid out
2 why he could not meet NURU tonight and said, "The only problem tonight is that um earlier I was
3 gonna meet ya I didn't get enough for me, right now." And NURU said no problem and BOVIS
4 continued, "Yeah. So I'll go in the morning and uh... Someone got to me before... (NURU then laughed
5 and BOVIS continued) They they got to me." Based on my training and experience, and the context of
6 this call, I believe BOVIS and NURU were going to meet to talk about one of the schemes they are
7 currently involved in, such as the bathroom trailer project, homeless shelter project, or another money
8 making scheme. NURU eventually went to BOVIS' restaurant, The Broadway Grill. I further believe
9 NURU wants to hide his relationship with BOVIS from his coworkers since he does not want BOVIS
10 going to his office. It is unknown what BOVIS was talking about when he said he "didn't get enough
11 for me," "someone got to me," and "They they got to me," but based on my training and experience, and
12 the history of this investigation, I believe it may possibly be a reference to cash.

13 179. On February 13, 2019, at approximately 6:12 PM, BOVIS called NURU. The two
14 discussed the bathroom trailer and homeless shelter schemes. BOVIS told NURU he had attended a
15 meeting earlier in the day where they discussed temporary homeless housing shelters and that his
16 contractors could build the shelters in eight weeks and it needed to be completed by June 31, 2019 "so
17 it's pretty crazy." NURU responded "We can, they can knock it out and get it done. I mean those are the
18 good kinds of projects, right?" BOVIS went on to say that in order for his contractors to be paid quickly,
19 he needed to have it set up with the city and that he needed to add "temporary structures" to his
20 business's description with the city. After saying he sent his final proposal for the bathrooms to [DPW
21 EMPLOYEE 5], BOVIS said he "sent the other thing to the uh lawyer and uh he's looking into that area
22 there to see if it's doable... 'cause he's uh, they're lobbyists and um lawyers just for gaming." NURU
23 responded he would like to set up a meeting with BOVIS and "the lady I'm dealing with... because she's
24 my contact, I'm a build, she's my contact who's getting me all the information through those guys, these
25 guys... These guys, they own casinos in uh China."

1 180. NURU switched to another call and called BOVIS back shortly thereafter.¹⁷ During the
2 follow up discussion, BOVIS said “And then um, the bathroom thing too, I’m good with that too now...I
3 got it all, he’s gonna build it even better, so I’m happy by that.” NURU responded “Ok, well, we’re all
4 good. We’re all good man. We’re do some good stuff there and, you know, take care of everything,
5 yeah.” BOVIS said he needed to get his restaurant Lefty’s going (which opened in a new location near
6 Fisherman’s Wharf in November 2018) and NURU responded “We’re gonna do that too. We’re gonna
7 figure that out, yup, we’re gonna figure that one out.” NURU said that GIRLFRIEND 1 was still
8 working on finishing up a project for BOVIS regarding BOVIS’ restaurant. BOVIS and NURU returned
9 to the subject of building a casino and they discussed the photograph of the site NURU sent BOVIS.
10 NURU said the pictures showed “a hundred and forty-seven acres. It’s huge” and “they own that
11 land...yeah so you know, anything we can do there, and they’re willing to come up here, so they’re
12 starting to look at some land up here.” BOVIS responded, “Yeah, I can get, I can get the guys to help
13 them with the [casino] license for sure.” BOVIS went on to say his lobbyist/attorney contact works in
14 Los Angeles and Sacramento and specializes in gaming in California on non-Native American land.

15 181. On February 14, 2019, at approximately 6:49 PM, NURU called BOVIS. BOVIS said “I
16 just wanted to uh, so I’ve been working with uh, they’re working really fast on this emergency contract
17 thing” and asked if there was a way to get a deposit for the work that his contractors have done on the
18 plans and proposals. NURU responded, “You have to get, you have to get the contract first, when you
19 get the contract...when you get the contract.” BOVIS then switched topics to helping NURU and said
20 “So um, then I got the other guy, uh, for that site down there, I think that area there, he can uh, work
21 with them for that um, thing, so if you wanna um, I can introduce or we can put that together for the lady
22

23
24 ¹⁷ It bears noting that NURU was not honest with BOVIS about the person he was talking with
25 on the other line. NURU was talking with CONTRACTOR 1 about the delivery of a tractor
26 CONTRACTOR 1 was coordinating. NURU told BOVIS he bought a new tractor and that the company
27 was trying to get directions to NURU’s vacation home and was confused as to where to go.
28 CONTRACTOR 1 did not ask for directions and there were no records of any other call during this
period. Based on my training and experience and the context of this call, I believe NURU knows his
conduct with CONTRACTOR 1 and others in connection with the Vacation Home Scheme is illegal
and, even though he is engaged in illegal conduct with BOVIS, NURU is attempting to
compartmentalize how much BOVIS knows about NURU’s other schemes. This conclusion is
supported by another intercepted call between NURU and GIRLFRIEND 1, discussed below, where the
two discuss the need to limit how many people know about NURU’s vacation home.

1 down in Los Angeles too.” NURU said “but I need to sit down with you to lay everything out...because
2 yeah, that way, that way...when we meet with my person, the few of us can, can lay it out.”

3 182. BOVIS then switched the conversation back to the bathroom trailer proposal. BOVIS
4 said that DPW EMPLOYEE 5 was out, but he sent his proposal to her this morning. NURU responded
5 “she told me, she told me something, uh like, uh, like uh, 79,000 or something like that?” BOVIS
6 responded “Yeah, if you need it different, just let me know and I’ll change whatever, uh, I need to do, I
7 just wanted to, they added all the solar stuff in there and all this stuff, uh, I had to uh, they added
8 delivery.” BOVIS said he can “just lower it” if he has to.” NURU responded “Let’s see. Don’t worry.”
9 BOVIS and NURU then had the following conversation:

10 BOVIS: Just if you want to tell me what to do and I can do it.

11 NURU: I don’t know. I don’t know because of how we, let’s just go with it and see, yeah, yeah.”

12 BOVIS: Oh shit, I should have asked you first, sorry.

13 NURU: Yeah (laughing). That’s ok.

14 BOVIS: Um, ah fuck, oh.

15 NURU: That’s ok

16 BOVIS: (Laughing) Oh boy, I haven’t learned all these things, I’m sorry Mo.

17 NURU: Don’t worry, don’t worry

18 BOVIS: Ok

19 NURU: Ok

20 BOVIS: Next time I’ll do it the other way

21 NURU: Yeah

22 183. At the end of the conversation NURU said “Ok, let me work, let me work on this big one
23 because that’s the one we need to get in.”

24 184. On February 19, 2019, at approximately 10:32 AM, NURU received a call from BOVIS.
25 BOVIS said DPW EMPLOYEE 5 was not answering her telephone, but that BOVIS wanted to ask “if,
26 um, the guy that’s doing the um, bid, uh whatever, the proposal for um, the sprung unit, and all of those
27 things, he wanted to know if, if they could award the contract to my company.” NURU responded
28 “Yeah, they can...yeah they should, I mean they should be able to, I mean, just go ahead and do it with

1 your company name. Don't, don't (UI)...if there's a problem, we'll cross it, but right now, that's where
2 we're going...yeah, if we run into a roadblock, we'll figure out how to unblock it." Based on my
3 training and experience, and the context of this call, I believe NURU was telling BOVIS that he would
4 correct any problems with BOVIS' bid to ensure that BOVIS wins the contract

5 **5. Vacation Home Scheme**

6 185. Agents have also intercepted numerous calls indicating that NURU is remodeling his
7 vacation home in Stonyford, California. The home has been extensively remodeled largely by
8 contractors from San Francisco. It is approximately a three and a half hour drive from San Francisco to
9 Stonyford. As noted above, in this economic climate and given the considerable extra expense to a
10 customer, it is remarkable that NURU has contractors from San Francisco driving three and a half hours
11 one way to work on his vacation home. NURU appears to be using specific contractors with business
12 with the City and County of San Francisco for this work. He also appears to be using his official
13 position to obtain discounted work from a DPW employee [DPW EMPLOYEE 6] who has promised to
14 charge NURU a discounted rate for concrete work and assured NURU that he would not put him "in
15 harm's way" by bringing other city employees to work on the vacation home.

16 186. One of the contractors who is sending workers to work on the vacation home,
17 CONTRACTOR 1, is the CEO and Vice President of a company that has received numerous contracts
18 with the City and County of San Francisco, including a 2018 contract with DPW worth more than \$2
19 million (according to publicly available information). CONTRACTOR 1 also appears to have provided
20 NURU with construction equipment to use in grading projects at NURU's vacation home. At the same
21 time that CONTRACTOR 1 was communicating with NURU about assisting him with the vacation
22 home, it also appears that he was receiving behind-the-scenes support from NURU to resolve issues with
23 city projects, including a project to replace sidewalks on Van Ness Avenue in San Francisco.

24 187. For example, during a recorded call on September 14, 2018, CONTRACTOR 1 and
25 NURU discussed one of CONTRACTOR 1's employees who would be arriving with equipment to work
26 on NURU's vacation home. Later in the same conversation, CONTRACTOR 1 appeared to ask NURU
27 for assistance with a city project, saying "Sounds really good, so, hey, um, keep in mind that, you know,
28 the property with [street in San Francisco], right, that piece of land there, right so if you can do

1 something." NURU interrupted and said "Promise...yeah um [DPW EMPLOYEE 1], has been in jury
2 duty this whole week, so he hasn't been here, but he is working on that for me to figure out how we can
3 make it all clean and legit and yeah, so there is no long-term problem." CONTRACTOR 1 responded
4 "Perfect, perfect, perfect, okay Mo...thank you man."¹⁸

5 188. Based on a number of intercepted communications and emails, CONTRACTOR 2 (who
6 arranged free or subsidized travel and lodging for NURU in South America and China as described
7 above), also appears to be providing free or subsidized work on NURU's vacation home, including a
8 "crew" of workers that was coordinated with CONTRACTOR 2's son and sent to the home in February
9 2019.

10 189. Along with CONTRACTOR 1, CONTRACTOR 3 also appears to be helping NURU
11 with his vacation home. CONTRACTOR 3 is the owner of a separate construction engineering firm
12 based in the Bay Area that is focused on government contracts that has performed work on a number of
13 projects for the City and County of San Francisco. CONTRACTOR 3 is an associate of NURU's and
14 has traveled internationally with him. Intercepted communications indicate that CONTRACTOR 3 and
15 CONTRACTOR 1 arranged to deliver a new John Deere tractor to NURU in February 2019.

16 190. For example, on February 7, 2019 at approximately 4:32 PM, NURU called
17 CONTRACTOR 1. CONTRACTOR 1 told NURU that he "spoke with [CONTRACTOR 3]¹⁹ and the
18 John Deere is ready. You need to give me two days, available days, on weekdays in the next two weeks,
19 he uh, John Deere have to deliver and teach you how to operate it, so you need to give me two days and
20 they'll pick one of those days to make it work for you."

21 191. On February 11, 2019, at approximately 11:28 AM, NURU called CONTRACTOR 1.

22
23 ¹⁸ During another call, on September 26, 2018, at approximately 8:55 AM, NURU called
24 CONTRACTOR 1. In the call, CONTRACTOR 1 discussed a contract he had with the City and was
25 asking NURU for help. CONTRACTOR 1 said, "Hey, so I sent you an e-mail on the other e-mail. Um,
26 that...tha...[construction company] is working on the job on Van Ness. And the... And, there were three
27 hearings. [Unintelligible] I need to cut. I'm doing the side work. And the, and the, and you know the
28 sidewalks. And the [UI]. It's significantly, it's a little different so they're putting in all new trees similar
size everything. But they denied the removal of the trees at the hearing and I uh send you the paperwork,
you know." NURU then asked for the address and CONTRACTOR 1 continued by providing an address
and said "And, um, so I send it to you. See if you could take a look at and see if there's something can
help out with." NURU responded, "Okay, let me look at it." NURU then followed up with a number of
calls to other city officials and employees about sidewalk issues with the Van Ness project.

¹⁹ Based on other intercepts, agents believe this is a reference to CONTRACTOR 3.

1 CONTRACTOR 1 confirmed that NURU would be at his vacation home on the following Tuesday so
2 that he could receive the delivery of something. In later intercepted conversations, it was revealed that
3 CONTRACTOR 1 was coordinating the delivery of the new John Deere tractor. CONTRACTOR 1 said
4 that he will nail down the delivery and that [CONTRACTOR 3] might want to visit the ranch with
5 CONTRACTOR 1 during the weekend. NURU said CONTRACTOR 3 could come to the ranch as well.

6 192. On February 18, 2019, at approximately 11:56 AM, NURU called CONTRACTOR 3.
7 They discussed how beautiful NURU's new tractor was and CONTRACTOR 3 said "I am going to
8 make another trip um probably next week to bring the attachments....so I got one more attachment that
9 is a bore attachment, another attachment that is a grading attachment for spreading rock and leveling
10 things, ok, I'm glad they made it over there." NURU responded "Nice, nice. I just finished my training
11 course (laughs)" and CONTRACTOR 3 replied "Good. That is the only reason I wanted to coordinate.
12 Otherwise, I wouldn't have told them to deliver it, but uh, there are a few things that need to be, go over,
13 and how things connect and that stuff."

14 193. NURU had a similar conversation with CONTRACTOR 1 the following day. On
15 February 19, 2019, at approximately 7:46 AM, NURU called CONTRACTOR 1. The two of them
16 discussed NURU's new tractor and CONTRACTOR 1 asked if NURU was happy with it. NURU
17 responded "Yeah, yeah, very nice. It's a nice tractor. Very nice, you know, it's a modern tractor for
18 sure."

19 194. Between July 2018 and February 2019, Agents also intercepted numerous calls between
20 NURU and DPW EMPLOYEE 6 about providing concrete work on NURU's vacation home. NURU
21 has intervened with the employee's supervisor on separate occasions to make sure the employee has
22 authorization to visit NURU or take time to work on the vacation home. DPW EMPLOYEE 6 appears
23 to be providing NURU with a discounted rate for the labor. Both have acknowledged the need to keep
24 the arrangement confidential.

25 195. For example, on December 5, 2018, NURU called DPW EMPLOYEE 6, at
26 approximately 5:07 PM, to ask about the work on NURU's home for the upcoming weekend.
27 Describing the crew he will have working on the home, DPW EMPLOYEE 6 stated, "I'll have, I'll have
28 myself, I'll be there, and then I'll have four, four guys and one apprentice, so we'll be there." NURU

1 then inquired, "Okay good and uh, these people are not uh, they're not City people are they?" DPW
2 EMPLOYEE 6 replied, "No, no... You don't have to worry, you don't have to worry about none of that
3 stuff." NURU stated "Okay, no that's good I just wanted to make sure." DPW EMPLOYEE 6 then
4 reassured NURU, "I wouldn't put you in harm's way." Based on my training and experience, the
5 context of this call and prior intercepted communications, I believe NURU is attempting to limit
6 knowledge of his vacation home scheme to specific trusted City employees or associates.

7 196. Regarding the discounted rate, on December 8, 2018, at approximately 5:18 PM, DPW
8 EMPLOYEE 6 called NURU. During the call, they discussed the cost of the concrete work and had the
9 following interaction:

10 NURU: So um, ok, well, just let me know, let's look at it, you know, and work the
11 numbers man, you know, I'm a little broke. I'm just trying to get this done
12 man.

13 Employee: I hear ya. I'm just charging you per guy, that's all I'm doing.

14 NURU: I know, but you gave me a little estimate for, you know, before,
15 remember? So

16 Employee: That estimate was \$6,700, to set it up.

17 NURU: No no no. It was \$4,400. I wrote it down in the book

18 Employee: No it was sixty-seven. I have it in my book, but I told you

19 NURU: Ohhhh

20 Employee: I'm gonna do it for less, but I just don't know how much less.

21 Based on the context of this call and my training and experience, I believe NURU is getting charged a
22 discounted price for DPW EMPLOYEE 6's concrete work because of NURU's position as the Director
23 of DPW. Such evidence further underscore's NURU's intent to improperly use his official position for
24 personal gain.

25 197. The investigation has also analyzed known financial accounts for NURU. Although the
26 investigation identified more than \$200,000 that NURU has spent on home improvement (between
27 approximately January 2017 and May 2019), to date no payments to CONTRACTOR 1,
28 CONTRACTOR 2, CONTRACTOR 3, or DPW EMPLOYEE 6 have been identified. Based on my

1 training and experience, and based on intercepted communications, I believe these contractors are
2 providing labor and equipment for construction on NURU's vacation home for free or at a subsidized
3 rate so they can continue to obtain city contracts, as well as receive NURU's support in resolving any
4 issues that may arise with existing and future contracts with the City or, in the case of the DPW
5 EMPLOYEE 6, any issues that may arise with his future employment.

6 198. On February 19, 2019, at approximately 9:55 PM, NURU called GIRLFRIEND 1.
7 During this call, NURU explained how the six workers building his new barn did all of their own
8 cooking. Additionally NURU and GIRLFRIEND 1 had the following exchange where they discussed
9 limiting the number of people who know about NURU's vacation home:

10 NURU: (call minimized)...back on my projects again and I just need to be careful, I don't,
11 I need to watch myself carefully.

12 GF 1: Yep, don't tell a lot of people. That's what you really need to be careful of
because that's what's gonna get you in the end.

13 NURU: What do you mean "That's what's gonna get me in the end?" Everything is legit.
14 What are you talking about?

15 GF 1: Well all these people are gonna start saying stuff and speculating and this and
that. You don't need that headache.

16 NURU: No, I don't, I don't need that headache.

17 GF 1: So you don't run your mouth. That's what I'm saying.

18 NURU: That's true, that's true. I'll stay away from these people.

19 GF 1: Yeah, 'cause I mean random people have been like, maybe like a year ago, or
20 eight months ago, telling me about your ranch, and I'm like "How in the hell do
these people know?"

21 NURU: Yeah, they'll never find it, even people that have the address cannot find it.
22 (laughs)

23 GF 1: I know, right?

24 NURU: The lumber truck guy who was delivering lumber twice today could not find it.
25 He was an hour late because I had to go look for him.

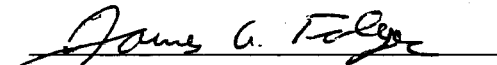
26 199. Based on my training and experience, and the context of this call, although NURU
27 initially said his projects were legitimate, I believe he would not be concerned with people finding his
28 vacation home if all of the work was legitimate and paid for by legal income.

1 **IV. CONCLUSION**

2 200. Based on the foregoing facts and my training and experience, I respectfully submit there
3 is probable cause to believe that NURU and BOVIS committed honest services wire fraud, in violation
4 of Title 18, United States Code, Sections 1343 and 1346, as part of their scheme to use a bribe and/or
5 kickback to secure a restaurant lease at San Francisco International Airport.

6 **V. REQUEST FOR SEALING**

7 201. Because this investigation is continuing, disclosure of the Complaint, this affidavit,
8 and/or the arrest warrant will jeopardize the progress of the investigation. Disclosure would give the
9 targets of the investigation an opportunity to destroy evidence, change patterns of behavior, notify
10 confederates, or flee from prosecution. Accordingly, I request that the Court issue an order sealing the
11 Complaint, this affidavit, and the arrest warrant until further order of the Court.

12
13
14 
15 JAMES A. FOLGER
16 Special Agent, Federal Bureau of Investigation

17 Sworn to and subscribed before
18 me this 15 day of January, 2020.

19 
20 _____
21 HON. SALLIE KIM
22 United States Magistrate Judge
23
24
25
26
27
28

Exhibit H



DENNIS J. HERRERA
City Attorney

GEORGE M. COTHAN
Chief of Investigations

Direct Dial: (415) 554-3805
Email: george.cothran@sfcityattty.org

TO: Alaric Degrafinried, Director, Department of Public Works
FROM: George M. Cothran, Chief of Investigations
Keslie Stewart, Head Attorney for Public Integrity
DATE: June 15, 2020
RE: Employee Investigation Report
Employee: Sandra Zuniga

This report conveys the findings of an investigation into the conduct of Sandra Zuniga, Director of the Mayor's Office of Neighborhood Services and employee of the Department of Public Works. Zuniga was put on paid administrative leave on February 11, 2020. The investigation was conducted by George M. Cothran, Chief of Investigations, and Keslie Stewart, Head Attorney for Public Integrity, for the San Francisco City Attorney's Office ("the Investigators").

I. BACKGROUND

The City Attorney's Office began investigating Zuniga after reviewing statements attributed to an unnamed "Girlfriend 1" in federal wiretaps quoted in a criminal complaint filed on January 15, 2010, against Mohammed Nuru, the former Director of the Department of Public Works, and Nick Bovis, a local restaurateur. Nuru and Bovis were charged with attempting to bribe an airport commissioner. Nuru was separately charged with accepting illegal gifts from city contractors. The criminal complaint, including the supporting affidavit by FBI Special Agent James Folger, is attached as Exhibit 1.

The criminal complaint quoted several conversations between Nuru and "Girlfriend 1" in which Nuru described gifts (including meals, luxury accommodations, and an expensive stone) he received from a wealthy Chinese real estate developer with a project in San Francisco. The statements of Girlfriend 1 are found at paragraphs 140-45 and 198 of the complaint.

Investigators determined that the real estate developer described in the criminal complaint is Zhang Li and the contractor is Walter Wong. Both men are associated with a large commercial real estate project in San Francisco at 555 Fulton Street that required approvals from both the Department of Building Inspection and the Department of Public Works.

On February 9, 2020, an anonymous whistleblower filed a complaint with the Controller's Whistleblower Program identifying Zuniga as Girlfriend 1. The complaint alleged that Zuniga received her position as Fix-It Director for the Mayor's Office in 2016 due to her relationship with Nuru. The complaint further alleged that Zuniga was aware of all of Nuru's wrongdoing and that "everyone knew" about her relationship with Nuru.

Nuru resigned on February 10 while under investigation by the San Francisco City Attorney's Office. Zuniga was placed on administrative leave on February 11, 2020.

During two days of directed interviews with the Investigators in March 2020, Zuniga admitted that she was Girlfriend 1 in the federal complaint and that the statements attributed to Girlfriend 1 were made by her and accurately transcribed. Transcripts of Zuniga's interviews with Investigators on March 2 and March 26 are attached as Exhibit 2. The conversations between Nuru and Zuniga quoted in the federal complaint demonstrate that Zuniga knew Nuru had accepted gifts from individuals with a project before Public Works in exchange for Nuru's help with that project.

Zuniga was federally charged in a criminal complaint made public on June 8, 2020. She is accused of conspiring with Nuru to launder the proceeds of his bribes through her bank accounts. Zuniga was not questioned about the recent criminal charges against her, and they are not a basis for the conclusions in this report. Zuniga was released from her permanent exempt positions on June 10, 2020.

II. SUMMARY OF FINDINGS

Zuniga admitted that she has been in a continuous, romantic relationship with Nuru since 2008 after she was first hired at DPW. The relationship began while Nuru was her direct supervisor. Zuniga never disclosed the relationship to a supervisor, human resources officer, or any other City official as required by City policy. In fact, Zuniga actively concealed the relationship and falsely denied it during an investigation in 2013 by the Controller's Office Whistleblower Program and GSA Human Resources. After lying about their relationship, Zuniga was promoted to the permanent civil service position that the whistleblower had warned would be unfairly influenced by her romantic relationship with Nuru. Zuniga's false denials in 2013 also influenced City investigators to dismiss later complaints about the relationship in 2016.

Throughout Zuniga's career, Nuru regularly participated in decisions about her employment, including everything from reimbursement requests to performance evaluations, raises, bonuses, and promotions. Nuru approved a reimbursement request for Zuniga as recently as December 2019, less than a month before he was arrested.

As a high-level manager and supervisor, Zuniga was expected to avoid even the appearance of impropriety. Her concealment for more than a decade of a relationship with a supervisor who she knew to be engaged in wrongdoing while he involved himself in every aspect of her career creates an unavoidable appearance of impropriety that undermines employee morale and public trust in the City's merit system.

Aggravating this misconduct was Zuniga's financial incentive to protect Nuru. Beginning in 2016, Nuru paid half the expenses on Zuniga's second home in Colusa County. Most troubling, Zuniga loaned Nuru \$25,000 in August 2017 – mere weeks before he signed a positive performance evaluation of her – an act she knew at the time violated City policy and which was followed less than two months later by a performance-based salary bump of \$2,500. That loan of

\$25,000 violated the City's law against gifts from subordinates and created the appearance of a bribe in exchange for a positive review and bonus.

Zuniga's recorded statements in Exhibit 1 also show that she knew that Nuru was accepting illegal gifts and was likely engaged in other corrupt activities. Zuniga admitted that by fall of 2018 she had become suspicious of Nuru's activities and had considered reporting him to the Ethics Commission. Zuniga failed to report the misconduct as required by City policy.

In summary, the evidence supports the conclusion that Zuniga continuously violated City policy from her first year of employment, including as she rose through the ranks of DPW to become Assistant Deputy Director and after she was given a prominent position in the Mayor's Office of Neighborhood Services. Her law and policy violations include, but are not limited to, violations of Campaign and Governmental Conduct Code Sections 2.14(a) and 3.236; the City-wide Policy on Family and Romantic Relationships at Work; the Statements of Incompatible Activities for both Public Works and the Mayor's Office; and the City-wide Employee Handbook.

Zuniga has been dishonest with the City for more than a decade. Her complicity in concealing her relationship with a Department head who she knew was involved in unethical conduct is unacceptable. By allowing Nuru to continue boosting her career and salary, she violated basic public integrity policies and principles meant to ensure fair and equitable employment decisions in the public interest. Zuniga's conduct is incompatible with City employment at any level.

III. APPLICABLE POLICY

A. City and County of San Francisco Employee Handbook

The Employee Obligations Section of the Employee Handbook requires all employees to report improper or illegal conduct and prohibits supervisors from participating in employment decisions involving their romantic partners. The Handbook is attached at Exhibit 3. The aforementioned section is found at pp. 45-47.

1. Ethical Obligation to Disclose Romantic Relationships and Avoid Appearances of Favoritism

The Employee Handbook, last revised in 2012, prohibits supervisors from participating in decisions related to employees with whom they are romantically involved:

You may not make, participate in making, or seek to influence any employment decision involving a person with whom you have a familial or romantic relationship. You must notify your supervisor if you are, or become related to or romantically involved with another employee in the workplace over whom you have the authority to impose or recommend an employment action. Supervisors and managers should avoid any appearance of favoritism or nepotism in the workplace.

Ex. 3 at p. 45 (emphasis added).

2. Duty to Report Improper or Criminal Activity

The Employee Handbook further requires all employees to report improper or illegal activity:

As a City employee, you have a duty to report any incidents of improper or illegal activity involving your department or another City department. Never confront an employee whom you suspect is involved in illegal or criminal activity. Instead, discuss the matter with your supervisor or departmental personnel officer. If you feel it necessary to protect your safety or avoid retaliation, you may also report illegal or improper conduct to the Whistleblower Hotline at 554-CITY. You may make an anonymous report on the hotline; however, keep in mind that anonymous reports are more difficult to investigate.

Ex. 3 at p. 47.

B. 2017 Policy on Family and Romantic Relationships at Work

On February 8, 2017, the Civil Service Commission announced a new Policy on Family and Romantic Relationships at Work. The policy became effective July 1, 2017. That policy is attached at Exhibit 4.

The stated purpose of the Policy provides:

A workplace where employees maintain clear boundaries between family, personal, and work relationships leads to an environment that:

- Is fair, equitable, and safe;
- Promotes high employee morale; and
- Ensures trust in the City's merit-based employment system.

The Policy defines "related persons" covered by the Policy to include:

Consensual romantic relationship occurring within the last two years. This includes, but is not limited to sexual, dating, engagement, or other intimate relationships.

The Policy defines both direct and indirect supervision of employees considered "related persons." "Direct Supervision" is defined as:

One employee directing the work of another employee.
This includes temporary and project-based assignments.

"Indirect Supervision" is defined as:

One employee is responsible for the work of another employee through the organizational structure or chain of command. This includes temporary and project based assignments.

The Policy prohibits participation in decision-making related to romantic partners, providing:

Employees may not make, participate in making, or influence any employment decisions involving a related person. This includes, but is not limited to:

- Hiring, promoting, transferring, or re-assignment;
- Serving on a hiring panel;
- Developing, administering, or rating a civil service exam;
- Initiating an administrative investigation or discipline;
- Assigning work;
- Preparing, conducting, or contributing information to a performance appraisal;
- Approving overtime or any compensated time;
- Approving vacation, sick, or other leave time;
- Granting or denying permission to attend a conference or other work related event;
- Approving reimbursement for work-related expenses.

The Policy mandates that a relationship between related persons “must be promptly reported by both employees to their departmental personnel officer or human resources manager.” Direct supervision is never allowed. In the case of indirect supervision, the departmental personnel officer or human resources manager must take steps “to assess the implications for the workplace, and to ensure that employment decisions are made appropriately.”

Indirect supervision of related persons is permitted only if the department cannot remove the conflict. In that case, the departmental personnel officer must formulate a management plan to “address the indirect supervisory relationship while minimizing impact on the employees involved.” Management plans at a minimum “must address reporting relationships, supervision, and evaluation to ensure a supervisor does not participate in employment decisions regarding a related person, as prohibited by this policy.” A department head is required to “delegate in writing the authority to make employment decisions regarding such related persons to another employee within the department.”

Violations of the Policy “may lead to discipline, up to and including termination.”

C. San Francisco Campaign and Governmental Conduct Code

City law prohibits bribery, including any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act.”

C&GCC § 2.16 (a). City law also prohibits gifts and loans from subordinates. C&GCC § 2.16(c).

City law prohibits employees from participating in employment actions involving a relative. C&GCC § 2.12 (a). Although the law does not define “relative” to include a girlfriend, the definition does include a spouse or domestic partner. City law also requires employees to disclose publicly a “personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned.” C&GCC § 2.14 (a).

With the exception of Section 2.14, above, violations of the Campaign and Governmental Conduct Code may be enforced administratively, civilly, and criminally. Violations of Section 2.14 can result in discipline up to and including discipline. The Statements of Incompatible Activities for both DPW and the Mayor’s Office also explicitly require employees to comply with the Campaign and Governmental Conduct Code.

IV. INVESTIGATIVE STEPS

A. Interviews

The Investigators relied on interviews with Zuniga on March 2 and March 26, and Deputy City Administrator Jennifer Johnston on March 20 and April 2 in reaching their conclusions.

B. Documents

The Investigators relied on the following documents in reaching their conclusions.

Document	Exhibit
Criminal Complaint Against Nuru and Bovis	1
Sandra Zuniga Interview Transcripts	2
City and County of San Francisco Employee Handbook	3
Policy on Family and Romantic Relationships in Workplace	4
Zuniga October 2018 Secondary Employment Application	5
General Service Agency newsletters and emails circulating Policy on Family and Romantic Relationships in Workplace	6
Zuniga Record of Training in Workplace Harassment	7
Records Related to Zuniga Salary Increase March 2010	8
Records Related to Zuniga Appointment to TEX Manager IV Position	9
Records of Controller Investigations of Zuniga-Nuru Relationship	10
Controller Records of Zuniga Salary Increases, Promotions, and Classification Changes	11
Records Related to Zuniga PCS Manager IV Appointment	12
Record of Nuru Approval of Zuniga PCS Manager IV Appointment	13
Records Related to 2013 5 percent Salary Increase Initiated and Approved by Nuru	14
Records Related to Zuniga PEX Manager V Appointment	15

Zuniga Performance Evaluations	16
Zuniga Expense Reimbursement Records	17

V. INVESTIGATIVE FINDINGS

A. Zuniga's Personal and Financial Relationship with Nuru

Zuniga admitted that she began a romantic relationship with Nuru in 2008. Nuru was her direct supervisor at the time. She admitted that their relationship continued uninterrupted until the present. Zuniga understood the relationship to be monogamous. Zuniga told Investigators that she did not live with Nuru and that she maintained her own residence in the Bay Area. During questioning about Nuru's construction of a second home in Colusa County, however, Zuniga admitted that she had purchased a second home near Nuru's property in Colusa County.

In January 2016, Zuniga purchased a home in Stonyford, California, just a few miles from the site where Nuru was building a large second home. The purchase price for Zuniga's home in Stonyford was \$125,000. Zuniga said she purchased the home as a place where she and Nuru could stay while Nuru was finishing construction on his property, because purchasing the nearby house was cheaper than the cost of purchasing a mobile home for Nuru's property. Although Zuniga told Investigators that she bought the house jointly with Nuru, Zuniga admitted that she has always been the sole owner of record of this property. Her name alone appears on the title. Zuniga said that Nuru gave her \$12,000 to cover half of the down payment on the purchase of the house. The rest of the purchase price was financed with a loan and deed of trust exclusively in Zuniga's name.

Zuniga admitted that since she purchased the home with \$12,000 from Nuru, he has given her money every month to pay half the cost of the mortgage payments. Zuniga also said that shortly after the purchase, Nuru paid a San Francisco contractor \$20,000 to remodel the kitchen. Zuniga was not involved in the payments to the contractor and has no proof the payments were in fact made. In August 2017, Zuniga refinanced the house and took on additional debt to obtain \$50,000 in cash – again in her name alone. She then loaned half of the proceeds of that loan to Nuru without terms. According to Zuniga, Nuru still owes her the \$25,000. In February 2018, Nuru arranged for a contractor, Tesla Energy, to put solar panels on Zuniga's home. Zuniga said the cost of the solar panels was approximately \$30,000. She said Nuru also gave her funds each month to pay for half the cost of that monthly installment payment. Zuniga's admissions about her financial relationship with Nuru can be found in the transcript of her May 2 interview on pages 141-160 attached at Exhibit 2.

Despite the additional income from Nuru, in November 2018, Zuniga sought and received approval for secondary employment at an Amazon warehouse on the weekends. The application for secondary employment is attached at Exhibit 5.

Zuniga admitted to traveling extensively with Nuru around the world and knowing about his many close friendships with people in San Francisco. In 2014, she traveled to Africa with Nuru and former Public Works employee Balmore Hernandez. Hernandez now owns Azul Works, a company that regularly does business with the City. In October 2018, Zuniga traveled

for two weeks through South America with Nuru, San Francisco permit expeditor Walter Wong, and Alan Varela, a contractor who does business with the City and who is also alleged to have provided Nuru with illegal gifts. Zuniga said that Nuru told her that he paid for her expenses on the trip to South America in 2018. She admitted, however, that while on that trip, Varela paid for her to go on a helicopter ride over Iguazu Falls in Brazil. Zuniga also knew that Nuru and his mother had traveled to China in the past with former Mayor Edwin Lee.

Although they did not live together, Zuniga was close to Nuru's family and helped him with various personal and family matters. She brought food for his mother and gave his adult children rides. At Nuru's request, she helped Nick Bovis – Nuru's co-defendant – with marketing on her personal time. When Nuru was headed to meet with his criminal attorney in late January of this year, he trusted Zuniga to help him print the charging document at a FedEx while they were returning from a trip to Sacramento to celebrate her birthday. Zuniga said this was how she first learned of the criminal charges.

B. Zuniga's Knowledge of City Policies Governing Disclosure of the Relationship

Zuniga admitted that she received the Employee Handbook. Ex. 2 at p. 44 ("Well, I signed the Employee Handbook, right, as we all do."). On March 16, 2017, Zuniga received a department-wide email with a newsletter from the GSA human resources team, informing her, among other things, of the requirements of the upcoming Policy on Family and Romantic Relationships at Work policy. The newsletter provided a link to the policy itself. GSA HR emailed a second newsletter with the same information again in September 2017 after the policy had gone into effect. These emails and newsletters from March and September 2017 are attached at Exhibit 6.

In addition, records provided to the Investigators by GSA HR show that Zuniga completed a training in 2015 and 2017 that included the new Policy on Family and Romantic Relationships at Work. These training records are attached at Exhibit 7.

C. Nuru's Involvement in Zuniga's Employment History

1. Zuniga's Initial Appointment as Community Liaison

Zuniga was hired on May 27, 2008, as a 2917 Program Support Analyst making \$73,500 a year. Her title was community liaison. She ran volunteer programs and oversaw the work of employees of non-profits with DPW contracts. At the time of her hiring in 2008, Nuru was the Deputy Director for Operations at DPW and Zuniga's direct supervisor from her first day on the job. Nuru reported to Edward Reiskin, the then-Director of DPW. Zuniga said she did not know Nuru before her employment with the City.

In February 2010, more than a year after the start of a romantic relationship with Zuniga, Nuru participated in granting Zuniga a \$9,000 raise to retain her as an employee. Her starting salary of \$84,084 a year was at the third step of five for a 2917 Program Support Analyst. DPW promoted her to step five, the top salary step for her civil service classification, and she began making \$92,716 a year beginning on March 12, 2010. Documents and emails associated with this decision are attached at Exhibit 8. Nuru was the only non-HR staffer copied on the attached

emails discussing the salary increase. Zuniga's elevation to step five came shortly after Nuru's July 2009 performance evaluation in which Nuru rated Zuniga's performance at 8.5 out of 9 possible points, finding her to have exceeded expectations. Investigators find that Nuru participated in both Zuniga's 2009 evaluation and her 2010 promotion.

2. Zuniga's Promotion to Temporary Exempt (TEX) Manager IV

In August 2011, Mayor Newsom appointed Nuru the Director of DPW. Nuru then promoted Larry Stringer, who had previously served as a superintendent in the Operations Division, to fill Nuru's old job as Deputy Director for Operations. Nuru promoted Zuniga to Assistant Deputy Director for Operations. Zuniga began reporting to Stringer, but as DPW Director and Stringer's direct supervisor, Nuru remained in Zuniga's supervisory chain and continued to participate in employment decisions related to Zuniga, including approving her performance evaluations. Zuniga admitted that Nuru was involved in her promotion and said that her predecessor trained her for the Assistant Deputy Director position before he retired. Ex. 2 at p. 10 of March 2 Interview.

Zuniga also told Investigators that the promotion to Assistant Deputy Director "changed everything." Ex. 2 at p. 10 of March 2 Interview. She hired new employees, including managers. She went from supervising five people to supervising 35 people and overseeing an apprentice program of 100 people. She was responsible for approving the time of all Operations employees. She oversaw the entire fleet of DPW vehicles.

Zuniga's promotion to Assistant Deputy Director for Operations was not subject to a competitive civil service process. Instead, it involved a change in Zuniga's civil service classification. On January 23, 2012, Zuniga took leave from her 2917 Program Support Analyst position and was appointed to a promotive temporary exempt (TEX) Manager IV position. There is no civil service examination or eligible list for TEX appointments. Rather, appointments are made at the sole discretion of department heads, in this case Nuru. While departments can conduct a recruitment and selection process for TEX appointments, those procedures are not required. Her reclassification as a Manager IV led to a salary increase to \$105,950. Documents associated with this re-classification are attached at Exhibit 9. Nuru as DPW Director was required to sign some of the documents. He delegated that authority to HR officials.

During the Controller's Whistleblower Program investigation in 2013, described in more detail below, Controller staff consulted with then-Deputy Director of the Department of Human Resources Ted Yamasaki about Zuniga's TEX Manager IV appointment. He called the action "very rare." The then-Human Resources Director for DPW Steve Nakajima told Controller investigators that the TEX promotion for Zuniga was meant to "backfill" a position vacated by retirement while DPW went through a "lengthy position/budget approval process." Zuniga's predecessor in the position retired on January 21, 2012, two days before Zuniga's TEX appointment, but he worked part-time until March 2013. Records provided by the Controller's Office related to investigations into complaints made against Zuniga are attached at Exhibit 10. The complaint from 2013 discussed above is included. The 2013 complaint is identified by the Controller tracking ID 5rv2DgAx.

Before the TEX Manager IV promotion, Zuniga's salary was \$92,924. After her TEX promotion, her salary was adjusted upwards three times (including the initial adjustment to \$105,950) between January and August 2012, by which time she was making \$117,530 a year. Records of Zuniga's promotions and salary adjustments, produced by the Controller's Office, are attached at Exhibit 11. There is no record of Nuru recusing himself from any of those increases.

3. Zuniga Falsely Denied the Relationship in 2013

On March 19, 2013, the City posted a job announcement for a permanent Manager IV Assistant to the Deputy Director for Operations at DPW and began a competitive civil service process for the Assistant Deputy Director for Operations position that Zuniga had already filled temporarily for more than a year.

A little more than a month later, on April 22, 2013, the above-referenced whistleblower filed a complaint 5rv2DgAx (Ex. 10) casting doubt on the fairness of the hiring process for the Manager IV position:

(Nuru) is ready to hire a new manager 932 that spends nights at his house Sandra Suniga (sic)," the whistleblower wrote. "The 932 job posting is open and why should any body apply when it is waist (sic) of time since Suniga (sic) will get the job. I had a hard life but I work hard and want a chance. This is unfair and everyone had (sic) to have a chance.

Zuniga was interviewed on May 29, 2013, by then-DPW HR Director Nakajima and Controller Investigator Steve Flaherty. Zuniga falsely told them that she was not in a personal relationship with Nuru, that she never stayed overnight at Nuru's house, and that her only relationship with him was that of employee and boss. Ex.10. Based on these misrepresentations, the Controller's Office closed the investigation as unsubstantiated, and the hiring process for the permanent civil service ("PCS") Manager IV position continued.

As part of the current investigation, Zuniga was not confronted with her false statements in 2013, because Investigators did not know about her 2013 interview at the time she was interviewed in March 2020 as part of this investigation.

4. Zuniga's Promotion to PCS Manager IV

As part of the selection process for a permanent Assistant to the Deputy Director for Operations at DPW, the City administered a test, checked applicants' minimum qualifications, and ranked applicants. On July 23, 2013, the City adopted an eligibility list of seven candidates. Zuniga was ranked number 1. Six of the seven eligible candidates, including Zuniga, were interviewed on November 1, 2013. Zuniga scored a total of 247 out of 300 possible points on the interview. Her nearest competitor scored 227. The other four candidates scored less than 200. Zuniga was hired as a permanent civil service Manager IV effective December 9, 2013. Documents related to Zuniga's PCS Manager IV appointment are attached at Exhibit 12.

Nuru signed the final paperwork to process Zuniga's PCS promotion to Manager IV on November 21, 2013, on a line reserved for "Director/Designee Approval." This document is attached at Exhibit 13.

Before Nuru approved Zuniga's PCS position, he took steps to provide her with an extra five percent salary increase effective October 28, 2013 – just days before she sat for her interview for the PCS Manager IV position. Emails and records attached at Exhibit 14 show that Nuru put in the request for the five percent raise. The raise was justified both to compensate Zuniga for exemplary performance and to retain her as an employee. The Post Appointment Compensation Adjustment Form identifies Nuru as the "Authorizing Appointing Officer" proposing the salary adjustment. As justification for the salary increase, Nuru stated:

Sandra has had another phenomenal year. She is a significant leader of DPW overall and of Operations. She is performing well within the competence level of her position. She skillfully develops and maintains relationships while accomplishing her daunting tasks at hand. She is tireless, working long hours, most weekends and evenings. She is visionary and passionate about the DPW mission and community. She has performed an exemplary job managing community programs, the vehicle fleet, the planning department, apprentice program, achieving 53,000 volunteer hours this year. She managed the huge Starbuck's Day of Service event, Health Fair, ACGA Conference, Giant Sweep with over 10,000 pledges, carbon footprint reduction program, to list a few.

As a result of Nuru's application for a salary adjustment, Zuniga received a \$6,231 raise.

5. Zuniga's Appointment as Fix-It Director

Zuniga worked as Assistant to the Deputy Director for Operations at DPW, under the indirect supervision of Nuru, until May 2016 when Mayor Edwin Lee appointed her Fix-It Director and she moved to City Hall. Even after her move to City Hall, however, she remained a DPW employee under the indirect supervision of Nuru. Zuniga said that as Fix-It Director she initially reported to Jason Elliot, the then-deputy chief of staff for Mayor Lee. Ex. 2 p. 16 of March 2 Interview.

Mayor Lee created the Fix-It Director position as part of a concerted effort to address the increasingly degraded condition of City streets. Mayor Lee announced a Clean and Safe Streets Promise on May 20, 2016, accompanied by an Executive Directive ordering City departments to institute programs to implement his vision. The Mayor's directive also included funding for five new "Fix-It" teams in five neighborhoods and the appointment of a Fix-It Director.

Zuniga admitted that Nuru sat on the committee to address these issues, including her selection as Fix-It Director. Zuniga added that Nuru spoke to her about the committee's

deliberations: “He said that there was a panel of people who were working on quality of life issues, and my name got tossed around as somebody who might be selected to be put into this role.” Ex. 2 at p. 49 of March 2 Interview. Zuniga said she did not know who else (if anyone) might have been under consideration for the position of Fix-It Director.

Zuniga described the Fix-It teams as part of a six month pilot program. If the program had been a failure, she knew she could have returned to her position at DPW. Ex. 2 at pp. 38-39 of March 26 Interview. Zuniga said that by January 2017, concurrent with Mayor Lee’s State of the City Address, the Mayor’s staff informed her that her Fix-It teams were deemed a success and that the Mayor was expanding the program from five to 20 Fix-It Teams in 20 neighborhoods. Ex. 2 at pp. 41-42 of March 26 Interview.

6. Additional Complaints Alleging a Romantic Relationship in 2016 Were Closed Based on Zuniga’s False Denials in 2013

Zuniga was the subject of two more whistleblower complaints, in May and October of 2016, alleging she was in a relationship with Nuru. These complaints coincided with Zuniga’s consideration for and selection as Fix-It Director, described above. Both complaints were closed by the Controller’s Office as unsubstantiated based on Zuniga’s false denial of a romantic relationship in 2013. Ex. 10. The October 2016 complaint was forwarded to the Civil Service Commission which looked narrowly at whether Zuniga met the minimum qualifications for the job and determined that the appointment facially complied with civil service procedures.

7. Zuniga’s Appointment as Director of the Mayor’s Office of Neighborhood Services and Promotion to PEX Manager V

Zuniga served as a Manager IV in the Fix-It Director role from May 2016 until April 2019 when Mayor Breed appointed her Director of the Mayor’s Office of Neighborhood Services. Seven months later, in November 2019, Zuniga was promoted to Manager V. Her annual salary is \$193,700. Mayor Breed appointed Zuniga to the Manager V position at her sole discretion. The Manager V appointment is a permanent exempt (PEX) “at-will” appointment. Because PEX positions are more formally embedded in the City budget than temporary exempt positions, they are more permanent in nature. Still, Zuniga’s PEX Manager V position sunsets in three years – with leave to extend – and because the position is “at will” Zuniga can be removed for any reason without the protections of the civil service system.

In order to accept the PEX Manager V position and still maintain her ability to return to her underlying PCS Manager IV position for any reason, Zuniga needed DPW to grant her leave from her PCS Manager IV position. Nuru personally approved Zuniga’s leave request as her “appointing officer” on October 30, 2019. Documents related to Zuniga’s PEX Manager V appointment are attached at Exhibit 15.

8. Nuru’s Role in Zuniga’s Performance Evaluations

Nuru had continuous involvement in Zuniga’s performance evaluations from the time she began her employment at DPW until the end of 2017, after she had transitioned to City Hall as Fix-It Director. Her appointments to Assistant to the Deputy Director for Operations and Fix-It

Director as well as her promotions to TEX and PCS Manger IV and her performance-based salary adjustments were supported by those evaluations.

Nuru reviewed Zuniga three times as her direct supervisor between 2008 and 2011. In each of these three reviews Nuru rated Zuniga's performance "exceeds expectations." Zuniga's performance evaluations from 2008 to present are attached at Exhibit 16.

As Zuniga's indirect supervisor, Nuru continued to be involved in her performance evaluations. In fiscal years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16, Stringer conducted Zuniga's performance evaluations, but Nuru approved them with his signature. In these five performance evaluations, Zuniga's performance was rated as meeting or exceeding expectations. Ex. 16.

a. Zuniga's Fiscal Year 2016-17 Performance Evaluation

Zuniga said that as Fix-It Director in May 2016, she reported to Jason Elliot, the then-deputy Chief of Staff to Mayor Lee. Given her status as a DPW employee, however, she also indirectly reported to Nuru. Elliot never conducted a performance evaluation of Zuniga. Stringer conducted Zuniga's fiscal year 2015-16 performance evaluation, completing and signing it in July 2016, two months into her tenure as Fix-It Director. Nuru approved it with his signature in August 2016.

The following January, six months into fiscal year 2016-17, the Mayor expanded the Fix-It program to cover 20 neighborhoods, quadrupling the workload and responsibility for Zuniga. As a result, Zuniga acknowledged, 2017 became a crucial year for her, and her performance evaluation for fiscal year 2016-17 took on added importance. Ex. 2 at pp. 40-46 of March 26 Interview.

That evaluation, assessing her performance as Fix-It Director, was conducted by Nuru. Ex. 16. The form does not include a beginning of the year goal-setting meeting or a mid-year check in, as is the norm. Instead, the form shows there was only one final meeting, on September 14, 2017, between Zuniga and Nuru. Both signed the form on the same day. In the comments box, Nuru stated that Zuniga's performance as Fix-It Director exceeded expectations. It was the first performance evaluation for Zuniga that Nuru had conducted directly (as opposed to indirectly) since fiscal year 2010-11. It is unclear why Elliot¹, who Zuniga identified as her supervisor at the time, did not perform the evaluation. Zuniga said she did not know why. Ex. 2 at pp. 47-48 of March 26 Interview.

b. Zuniga Began Reporting to GSA in 2017

In early-to-mid 2017, months before Nuru conducted Zuniga's fiscal year 2016-17 performance evaluation, City Administrator Naomi Kelly placed Zuniga under the supervision of Deputy City Administrator Jennifer Johnston. Johnston told Investigators that Kelly placed Zuniga under her supervision sometime in the spring or summer of 2017. Johnston said Kelly did not provide an explanation for the change in supervision.

Zuniga told Investigators that she understood the supervisory change to be prompted by the Family and Romantic Relationships at Work Policy which was adopted in February 2017 and

¹ Elliot's LinkedIn page shows he was promoted to Chief of Staff to Mayor Lee in 2017, indicating that he might have ceased to be Zuniga's supervisor during that year.

became effective on July 1, 2017. Zuniga said Nuru told her he was going to inform Kelly of his relationship with Zuniga and change her supervision to comply with the policy. Zuniga said she did not speak to Kelly about her relationship with Nuru or the supervisory change. She said Johnston informed her in an email of the change in supervision. Consistent with her longstanding practice of keeping her relationship with Nuru secret, Zuniga said she did not tell Johnston of her relationship with Nuru. Johnston also said Zuniga did not reveal the relationship to her.

c. Zuniga Denied Knowing Nuru Signed Her Evaluation in 2017

When interviewed as part of this 2020 investigation, Zuniga told Investigators that Jennifer Johnston reviewed her performance in 2017. Zuniga agreed that Nuru would not have been qualified to conduct her evaluation, because she was supervised by Johnston and others in the Mayor's Office during that year. Investigators conducted the second day of the interview by telephone because of the Covid-19 Shelter in Place Order. As a result, Investigators were unable to show Zuniga the written evaluation, but she was told that she signed the form on the same date as Nuru – September 14, 2017. Ex. 2 at p. 45 of March 26 Interview. When asked if that information jogged her memory, Zuniga said, "Nope." Zuniga insisted she had no memory of meeting with Nuru in 2017 or of him signing off on her evaluation. Ex. 2 at p. 45-46 of March 26 Interview. The evaluation form has a box for the date of the conference as well a box for the date of the signature. Zuniga hand-wrote the date of September 14, 2017, in both sections of the form, indicating that both the conference with Nuru and her signature were dated September 14. Ex. 16.

9. Nuru's Role in Approving Zuniga's Reimbursement Requests

Despite the supervisory change in 2017, Nuru continued to approve Zuniga's expense reimbursement requests. Attached at Exhibit 17 is a spreadsheet culled from a DPW Finance Division tracking log. It shows that Nuru personally approved six expense reports for Zuniga worth a total of \$3,266.23 between October 2016 and December 2019. The last of the expenses was the largest (for \$1,537.67), and Nuru approved it mere weeks before his arrest on federal criminal charges.

D. Zuniga Concealed Her Relationship with Nuru

Zuniga admitted she never disclosed her relationship with Nuru to anyone in City government including any of her supervisors subsequent to Nuru: Stringer, Elliot, Johnston, or any of the leadership staff in the Mayor's Office under Mayors Lee or Breed. Nor did Zuniga disclose her relationship with Nuru to any of the members of the committee that selected her as Fix-It Director, a committee on which Nuru sat. When asked why, Zuniga said she did not disclose the relationship to that selection committee because the position was only temporary and did not result in a change in pay or civil service classification. Ex. 2 at page 49 of March 2 Interview. Zuniga said she assumed that Mayor Lee knew about the relationship based on his friendship with Nuru, and that at one point Nuru told her that Mayor Lee was aware of the relationship. Ex. 2 at pp. 47-48.

E. Zuniga Knew Nuru Accepted Bribes

The federal complaint against Nuru describes conversations Zuniga had with Nuru in November 2018, shortly after Nuru's return from a trip to China with Walter Wong. Zuniga conceded that her conversations with Nuru quoted in the complaint were accurate. Ex. 1

In one recorded conversation, Nuru discussed his trip to China with Walter Wong. Zuniga heard how Nuru and Walter Wong stayed with a developer – Zhang Li – who had a pending project in San Francisco at 555 Fulton Street. Nuru told Zuniga that he and Walter Wong were “helping” Zhang Li with a project in San Francisco. After explaining that he always sees Zhang Li when Zhang Li comes to the Bay Area, Nuru discussed gifts and accommodations that he and Walter Wong received from Zhang Li while they were in China. Nuru told Zuniga that he and Walter Wong did not pay for their hotel and room service accommodations. Nuru told Zuniga that he and Walter Wong had eaten at Zhang Li's house and shared a \$10,000 bottle of alcohol and a \$2,000 bottle of French wine. Nuru told Zuniga that he researched the cost of the wine after the dinner and learned it cost \$2,070. Nuru also told Zuniga that he and Walter Wong each received a stone from Zhang Li worth “tons of money.”

When Nuru told Zuniga that Zhang Li owned hotels all over the world, Zuniga asked if he owned the hotels where she and Nuru had stayed with Walter Wong in South America earlier in 2018. Nuru said he did not know.

Although evasive about how much she understood from the transcribed conversations with Nuru, Zuniga conceded that Nuru made clear that he was accepting gifts from individuals with business before the City. She ultimately admitted that no amount of reporting would make it acceptable for Nuru to accept gifts from a developer with a project before DBI. Ex. 2 at p. 122.

Zuniga admitted that prior to Nuru's arrest, her suspicions about Nuru's conduct had risen to a point where she considered filing an anonymous complaint with the Ethics Commission. Asked why she did not report Nuru to the Ethics Commission, she said, “I just wasn't sure. I really wasn't sure.” Asked if she was in denial, she said, “I could have been and maybe a little stupidity on my part.” Ex. 2 at pg. 164 of March 2 Interview.

F. Zuniga Was Not Candid With Investigators in 2020

At the time of the interview, Investigators did not know that Zuniga had lied about the relationship in 2013. Given her active concealment of the relationship in 2013, it is not plausible that Zuniga believed she did not need to report the relationship.

Zuniga's attempts to minimize her understanding of Nuru's corruption were also not persuasive. Throughout the interview with Investigators, Zuniga admitted that the transcribed conversations looked bad “in black and white,” but she claimed that she had not been fully engaged in the conversation with Nuru, that she had been multi-tasking, and that she had failed to put two and two together. Ex. 2 at pp 117-121 of March 2 Interview.

These claims in her directed interviews, however, are not consistent with the transcripts of the recorded calls with Nuru. In response to Nuru telling Zuniga that Zhang Li owned the project at 555 Fulton Street in San Francisco, Zuniga demonstrated awareness of both the project and that Walter Wong was working on the project. Nuru explained to her that Zhang Li was upset, because he had lost a lot of money on the project. Nuru told her that he had met with Zhang Li specifically about this delayed project and that Zhang Li had “a whole list of things we need to get done.” Later, Nuru told Zuniga that he was trying to get certain issues with the project resolved with “[Tom Hui’s] shop and Planning.”

Moreover, the language Zuniga used in recorded conversations with Nuru demonstrated that she enjoyed the financial benefits that came with Nuru’s corruption. After Nuru shared with Zuniga that he was helping Zhang Li with the project, including help with two different City departments, Nuru told Zuniga: “but I mean, he doesn't you know, he doesn't give money or anything. He lets us stay in his hotels and stuff. He makes all the arrangements for us, which is good. And nice places.” Nuru explained that “we didn’t have to do anything” because a Mercedes or a nice luxury van picked them up each morning. Zuniga did not chastise Nuru for accepting the gifts; rather she asked him if his daughter had started “to get used to it like I got used to it.” Nuru responded, “Oh she got used to it. She didn't have to think about money not one day.”

Zuniga admitted it was clear to her in the transcribed conversation that the Chinese developer was paying for a good portion of Nuru’s trip to China. When asked if it made her concerned that he was accepting gifts, she said she trusted that Nuru “knew what he was doing.” After specific questioning about the transcribed conversation, however, Zuniga conceded that the transcript showed she already knew about Walter Wong’s involvement in the project in San Francisco at the time of the conversation in November 2018. Ex. 2 at p. 121 of the March 2 Interview. She also admitted that it would be wrong for Nuru to accept gifts in exchange for assistance with a project:

Question: But do you think that if someone had a project in San Francisco that DBI and Public Works were overseeing, that it would ever be acceptable to accept gifts from the developer [department] expeditor?

Zuniga: No.

Question: So, how could any report fix that scenario that he’s described to you in that conversation?

Zuniga: It wouldn’t. Right? It wouldn’t.

Ex. 2 at p. 122 of March 2 Interview.

In another recorded conversation, Nuru discussed work being done at his Stonyford house, and Zuniga advised him, “[D]on’t run your mouth.” She said: “(D)on't tell a lot of people. That's what you really need to be careful of because that's what's gonna get you in the end.”

Investigators find that the words and phrases used by Zuniga in the recorded conversations show that she was both paying attention and aware at the time that Nuru was engaged in unethical if not illegal conduct. How would talking about construction on the Stonyford property “get [him] in the end” unless something about the project was improper or illegal? Zuniga readily admitted to Investigators that she was warning Nuru to limit the number of people who knew about the construction of his Colusa County home because, “I was definitely suspicious.” “The house is big, so I was like how...I don’t know how much things cost, but I didn’t know like everybody he’s borrowing from or what he’s doing. So, yeah, I did start getting suspicious,” she said. Ex. 2 at pg. 161 of March 2 Interview.

Investigator Cothran asked, “Were you suspicious that he was taking money improperly, or getting improper gifts, or engaged in what might be generally termed corrupt practices?” Zuniga answered, “Yeah.” Ex. 2 at Pg. 161 of March 2 Interview. Zuniga said she asked Nuru directly where he was getting the money to pay for construction of the large second home. “But he always said everything is legit, or I’m doing everything the right way, don’t worry,” Zuniga said. Exhibit TK at pg. 162 of March 2 Interview. Ultimately, as the recorded conversations illustrate, Zuniga did not tell Nuru to stop the project; she told him to stop talking about it so he would not get in trouble.

VI. ANALYSIS

A. Zuniga Violated City Law and Policy by Concealing a Relationship with a Department Head Who Supported Her Career for over a Decade

Zuniga knowingly violated City law and policy for more than ten years by deliberately concealing her romantic relationship with Nuru, including lying to Controller’s Office investigators and her department’s own HR director in 2013, while at the same time regularly benefiting from Nuru’s involvement in her career advancement over that entire time period.

1. Zuniga Violated the 2017 Policy Requiring Subordinates to Disclose

The 2017 Policy on Family and Romantic Relationships at Work explicitly provides that romantic relationships between supervisors and subordinates “may raise issues of conflict of interest, abuse of authority, or favoritism.” The Policy requires disclosure of the relationship and prohibits employees from participating in employment decisions related to romantic partners.

Zuniga admitted that she and Nuru discussed the new policy when it was announced in February. She also admitted that they discussed Nuru’s intent to disclose their relationship to his direct supervisor, Naomi Kelly. Zuniga was reminded of the new policy again in March 2017 in an email from DPW HR. Over the years, Zuniga also received training about City Ethics rules, including specifically this policy, and knew that Nuru’s decisions related to her employment violated City policy.

Zuniga claimed that she had not read the 2017 policy prior to her interviews with the Investigators in March 2020. Investigators find this claim not credible. For someone at her level of City government not to familiarize herself with an important new personnel policy governing fairness and transparency in the civil service system when she knew the policy directly applied to her factual circumstances would constitute a gross dereliction of duty. More likely, we find, she lied and knew what the policy required when she knowingly violated it.

The policy requires *both* the supervisor and the subordinate to disclose the relationship. Zuniga admitted that she never disclosed the relationship to any of her direct supervisors or to Human Resources. Zuniga said that she was told to report to Jennifer Johnston as a result of Nuru's disclosure to Kelly. She claimed to believe Nuru's disclosure to Kelly was sufficient.

Even if that claim were plausible, Zuniga did not just fail to report the relationship. She also failed to correct her false denial of the relationship to HR in 2013, and she continued to benefit from Nuru's involvement in decisions about her employment after the policy went into effect.

2. Zuniga Continued to Benefit from Nuru's Involvement at Work

Zuniga admitted she knew that Nuru was not supposed to supervise her after the 2017 policy was announced. Early in 2020 investigative interview, when asked why she reported to a Deputy Administrator instead of someone in the Mayor's Office, Zuniga initially volunteered:

And then also, my friendship/relationship with Mohammed, there was that relationship, [the policy] was brought out in February 2017 and then enacted in July 2017. So, Mohammed wanted to make sure that he wouldn't have any like oversight of my job, so he talked to Naomi about that.

Ex. 2 at p. 33 of the March 2 Interview.

Yet just two months after the effective date of the 2017 policy, Nuru signed Zuniga's 2016-17 performance evaluation. This performance evaluation came mere weeks after Zuniga had loaned Nuru \$25,000. The evaluation, which found her to have exceeded expectations as the Mayor's Fix It Director, also preceded and most likely influenced a \$2,500 salary boost approved in November 2017. Allowing Nuru to conduct her performance evaluation when she knew it was a violation of policy, to do so after she had loaned him \$25,000, and, moreover, to then accept a \$2,500 salary adjustment in close proximity to the loan and the evaluation was profoundly unethical on Zuniga's part. At worst, it appears that Zuniga bribed Nuru in exchange for a favorable evaluation. At best, Zuniga displayed terrible judgment and failed in her obligation to avoid appearances of a conflict in City decision-making.

Nuru's participation in the fiscal year 2016-17 performance evaluation also demonstrates that whatever disclosure took place between Nuru and Kelly and whatever specific actions were taken in response to those disclosures were, for Nuru and Zuniga at least, cosmetic in nature. When it suited Nuru and Zuniga, they willingly ignored the requirement of the new policy that Nuru no longer participate in employment decisions related to her.

Zuniga protested vociferously when asked about the timing of the loan and the performance evaluation. Ex. 2 at pp. 48-51 of March 26 Interview. Her argument was essentially that the City and the public should just trust her that the loan and the positive performance evaluation were unconnected, a response which exhibited a lack of appreciation for the importance of avoiding appearances of conflicts of interest and corruption in order to maintain the public trust.

Zuniga also denied knowing that Nuru signed her evaluation in September 2017. When asked if the date of their signatures on September 14, 2017, jogged her memory, she responded flippantly with "nope." Given the nature of their long-term, intimate relationship, it is

implausible that Nuru signed her evaluation without her knowledge and hid it from her indefinitely. If true, it would mean that Zuniga signed the 2017-18 performance evaluation before any supervisor and falsely attested to a conference on a specific date when that conference with Nuru never actually occurred.

Given that Zuniga blatantly misrepresented her relationship with Nuru in 2013, it is more likely that Zuniga is lying now about her knowledge of his participation in her review after the 2017 policy went into effect. Either way, Zuniga knew she should have reported the relationship and did not. Instead she continued to affirmatively submit reimbursement requests directly to Nuru, inviting further violations of the 2017 policy, as late as December 2019.

3. Prior to 2017, Zuniga Violated Long-Standing City Law and Policy against Favoritism and Appearances of Favoritism

Even before the Policy on Romantic Relationships at Work explicitly required Zuniga to disclose her relationship with Nuru, City law and policy prohibited Nuru's favoritism of Zuniga and obligated her to avoid benefitting from Nuru's decisions about her at work.

Since Zuniga's start date with the City in 2008, the San Francisco Campaign and Governmental Conduct Code has consistently required employees to disclose publicly a "personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned." C&GCC § 2.14 (a). The Code also prohibits knowingly and intentionally assisting or aiding and abetting any other person in a violation this Chapter of the Code. C&GCC §3.236. Although violations of Section 2.14 cannot be enforced directly under the Campaign and Governmental Conduct Code, such violations are still unethical and will support discipline by an appointing officer.

The Statements of Incompatible Activities for DPW and the Mayor's Office both explicitly require department employees to comply with the Campaign and Governmental Conduct Code. The Employee Handbook also prohibits supervisors from participating in employment decisions about a romantic partner and further requires all supervisors and managers to avoid any appearance of favoritism. Plain old commonsense dictates that supervisors should not make decisions about romantic partners at work.

As a result of their sustained romantic relationship and financial entanglements, however, Nuru's involvement in decisions relating to Zuniga's employment undeniably leads a reasonable person to question whether Nuru was acting for the benefit of the public. Zuniga understood all of this, and that is why she denied the relationship when formally confronted with allegations of the relationship in 2013 as she was competing for a permanent civil service position as a Manager IV. If Zuniga had not understand the impropriety of Nuru's supervision of her, she would have had no reason to lie about it. Her active concealment of the relationship followed by years of benefitting from that relationship prove that Zuniga knowingly assisted Nuru in repeated violations Campaign and Governmental Conduct Code Section 2.14(a). While Nuru was obligated to disclose the relationship, Zuniga was also obligated as an employee and as a manager to avoid appearances of favoritism and to take steps to prevent Nuru from making decisions that would undoubtedly be questioned if the relationship were ever disclosed as required.

B. Zuniga Aided and Abetted Nuru's Violations of City Ethics Laws

City law prohibits bribery, including any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act.” C&GCC § 2.16 (a). Zuniga knew that Nuru was accepting gifts from Zhang Li in exchange for Nuru's help with a project in San Francisco. In a recorded conversations, Zuniga listened to Nuru admit to accepting bribes from the developer.

She also heard him describe the opulent vacation Zhang Li provided for him and his daughter in China. Her response was to ask Nuru if his daughter got used it like she did. Zuniga never told Nuru he should not accept the gifts; she only warned him not to talk too much, because “that's what's gonna get you in the end.”

Zuniga admitted to traveling extensively with Nuru. She also admitted that Nuru arranged for contractors to make improvements to her home in Stonyford. Zuniga admitted to being suspicious about how Nuru got the money for construction on his large second home in Stonyford, but she continued to accept money from him each month to cover half the expenses on her own house in Stonyford. According to Zuniga, she had drafted but never finalized paperwork to ensure that if she died, her Stonyford house would go to Nuru. Although Zuniga denied living with Nuru, the facts demonstrate that their relationship was much closer to a common law marriage – with joint habitation of the house in Stonyford and mingled finances – than the friendship/relationship Zuniga described.

Zuniga claimed that she considered reporting Nuru to the Ethics Commission. True or not, she never did. She had far too many financial and romantic incentives to protect Nuru and his activities from scrutiny.

City law also prohibits gifts and loans from subordinates. C&GCC § 2.16(c). Although Nuru should not have accepted the \$25,000 from Zuniga, Zuniga should not have offered it. In her view, the house was half Nuru's, and he was entitled to half the proceeds of the refinance. In her view, they were jointly investing in the smaller Stonyford house as a stepping stone to finishing construction on the larger home. Zuniga admitted at one point that they used her credit history to purchase the house so that Nuru's credit could be used to finish construction of the larger home. Zuniga must have needed the funds, however, because in 2018 she got approval to work a second job at an Amazon warehouse. All of this is normal and expected between romantic partners. They pool resources to achieve joint dreams. It is not normal – it is illegal – between supervisors and subordinates. By concealing the relationship, Zuniga aided and abetted Nuru's violation of the Campaign and Governmental Conduct Code Section 2.16(c).

VII. CONCLUSION

By actively concealing her relationship with Mohammed Nuru, Sandra Zuniga violated basic public integrity policies and principles meant to ensure fair and equitable employment decisions in the public interest. Allowing Nuru to advance her career while she was involved in a romantic relationship with him was harmful to others in City service who might have been as deserving of the advancement she received. No matter how effective Zuniga may otherwise have been as a City employee, her failure to disclose a long-term, intimate relationship with the Director of Public Works casts doubt on her entire City career and undermines employee morale and public confidence in the City's merit system.

If Zuniga was so confident in her abilities, as she energetically stated in her interviews with Investigators, she should have taken steps to have Nuru removed from her supervision to allay any doubt. But she did not. At the same time, she allowed Nuru to become a source of income for her and later for her to become a source of income for him, further clouding decisions she and Nuru made about her employment and about the growing signs that Nuru was engaged in corrupt practices. Government service, especially at the level of visibility and influence held by Zuniga, carries with it a high standard of probity and integrity. Sandra Zuniga failed repeatedly to live up to that standard.

Exhibit I



London N. Breed
Mayor

Alaric Degrafinried
Acting Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

July 2, 2020

U.S. Mail & E-Mail
sandra.zuniga@sfgov.org

Sandra Zuniga
[REDACTED]

Re: Notice of Proposed Termination of Employment with the City and County of San Francisco and Skelly Hearing

Dear Sandra Zuniga:

This letter is to inform you that the San Francisco Department of Public Works (Department) is recommending your termination from your permanent civil service (PCS) 0932 Manager IV position, based on the charges below. The Department has scheduled a remote **Skelly hearing for Thursday July 9, 2020, at 10:00 a.m.**, to discuss the charges noted below. You can access the remote conference as follows:

Audio Conference: **Toll-Free:** 888-251-2909
 Access Code: 2387860

Web Meeting: **Web Meeting Address:** <https://www.webmeeting.att.com>
 Meeting Number: 888-251-2909
 Access Code: 2387860

You will have an opportunity to respond to the charges and the proposed termination during the video conference. You may include a representative of your choice in the video conference. It is your responsibility to contact your representative and provide them with a copy of your *Skelly* Notice and the date, time, and access information for the meeting.

I. CHARGES

The charges against you are as follows:

1. Violation of the City’s 2017 Policy on Family & Romantic Relationships at Work;
2. Unethical Conduct;
3. Dishonesty;
4. Violation of the San Francisco Campaign and Governmental Conduct Code; and
5. Failing in your Duty to Report Improper or Criminal Activity.

II. BACKGROUND

On May 27, 2008, you were hired as a 2917 Program Support Analyst by the Department. At the time, Mohammed Nuru (Nuru) was the Department’s Deputy

Director of Operations and your direct supervisor. In 2008, you began a romantic relationship with Nuru. See Investigative Report (Report), attached as Exhibit 1, p. 2.

The City Attorney's Office began investigating you after reviewing statements attributed to an unnamed "Girlfriend 1" in federal wiretaps quoted in a criminal complaint filed on January 15, 2010 against Nuru. On February 11, 2020, the City placed you on administrative leave, and over two days in March 2020, you participated in interviews for this investigation. (Report at p. 1.)

On June 8, 2020, the FBI publicly released a criminal complaint against you. You are accused of conspiring with Nuru to launder the proceeds of his bribes through your personal bank accounts. On June 10, 2020, you were released from your permanent exempt manager position by the Department.

III. FINDINGS AND ANALYSIS

Attached to this letter is a copy of the Report and exhibits detailing the evidence that supports the charges against you (Exhibit 1). Based on the extent and the gravity of your misconduct as discussed in the Report, effective close of business June 10, 2020, the Department released you from your 0933 PEX Deputy Director position. The Department recommends that you be terminated from your PCS Manager IV position. The charges against you are as follows:

Charge 1: Violation of the City's 2017 Policy on Family and Romantic Relationships at Work

The City's 2017 Policy on Family and Romantic Relationships at Work provides that romantic relationships between supervisors and subordinates "may raise issues of conflict of interest, abuse of authority, or favoritism." The Policy requires disclosure of the relationship by both parties to the relationship (supervisor and subordinate) and prohibits employees from participating in employment decisions related to their romantic partners. You admitted that you knew about the Policy and discussed it with Nuru when it was announced. You received training on City Ethics rules, including specifically this Policy, and knew that Nuru's decisions related to your employment violated City policy. (Report, pp. 17-18.)

You admitted that you did not disclose the improper relationship to Human Resources, in direct violation of the Policy. You denied the relationship existed in 2013 and failed to correct your false denial of the relationship to Human Resources in 2013. Your false denials in 2013 also influenced City investigators to dismiss two subsequent complaints about your relationship with Nuru in 2016. You continued to benefit from Nuru's involvement in decisions about your employment after the Policy went into effect in 2017. The investigation established that you violated the City's 2017 Policy on Family and Romantic Relationships at Work. (Id.)

Charge 2: Unethical Conduct

In March 2020, you admitted to Investigators that you are "Girlfriend 1" quoted in the federal complaint against Nuru, and that the statements attributed to Girlfriend 1 were made by you and accurately

transcribed. (See Report, Ex. 2.) The transcripts of the taped conversations between you and Nuru show that you knew Nuru had accepted gifts from individuals with projects before the Department or other City agencies in exchange for Nuru's help with those projects.

Further, between 2008 and December 2019, Nuru regularly participated in decisions about your employment, including: evaluating your performance, approving your performance evaluations, granting you salary increases and promotions within and outside of the City's competitive civil service process, approving your requests for leave to accept promotive appointments, and approving your expense reimbursement requests. (Report, pp. 8-13.) The City's 2017 Policy on Family and Romantic Relationships at Work encompasses requirements that, prior to its adoption in 2017, existed by virtue of the San Francisco Charter, the Employee Handbook, and the Campaign and Governmental Conduct Code, including prohibiting a supervisor from participating in employment decisions involving a person with whom they have a romantic relationship. (See Exhibit 2, City's Dating and Conflicts of Interest Guidelines; see also Report, Ex. 3 at p. 45.) At no point between 2008 and December 2019, did you disclose your romantic relationship with Nuru. (See generally, Report.)

In failing to disclose your relationship with Nuru and allowing Nuru to continue to make or participate in employment decisions that benefited you, you failed in your duty as a manager to avoid the appearance of favoritism in the workplace. Thus, the investigation found that you violated basic public integrity policies and principles, which undermine employee morale and public confidence in the City's merit system.

Charge 3: Dishonesty

In May 2013, you were interviewed in response to a Whistleblower complaint alleging unfairness in the hiring process for a position for which you were later selected. You lied to investigators when you told them you were not in a personal relationship with Nuru and that your only relationship with him was that of employee and supervisor. (Report at p. 10.)

Because you actively concealed the relationship in 2013, it is not plausible that you did not believe you needed to report the relationship, particularly given your training and awareness of the City's 2017 Policy on Family and Romantic Relationships at Work . In 2015 and 2017, you completed training on workplace harassment, which covered the City's Dating and Conflicts of Interest Guidelines, and the City's 2017 Policy on Family and Romantic Relationships at Work, respectively. On March 16, 2017, and in September 2017, you received a department-wide email from the General Services Agency, Human Resources team, informing you of the requirements of the City's 2017 Policy on Family and Romantic Relationships at Work. (Report at p.8.) Thus, the investigation established that you were aware of the Policy requirements and that you were dishonest in your March 2020 investigatory interview when you stated that you did not believe you needed to report the relationship. (Report at p. 18.)

Moreover, the investigation established that you were dishonest during your March 2020 investigatory interview when you minimized your understanding of Nuru's corruption. The words and phrases you

used in recorded conversations demonstrate you were paying attention and aware at the time that Nuru was engaged in improper if not illegal conduct. (Report, pp. 15-17.)

Charge 4: Violation of the San Francisco Campaign and Governmental Conduct Code

City law prohibits, in pertinent part: (1) bribery, including accepting any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act” (C&GCC § 3.216.(a)); (2) gifts and loans from subordinates (C&GCC § 3.216.(c)); (3) employees from participating in employment actions involving a relative (C&GCC § 3.212.(a)); and (4) knowingly and intentionally assisting, or otherwise aiding or abetting any other person in violating the Campaign and Governmental Conduct Code, Chapter 2. (C&GCC § 3.236.)

City law also requires employees (5) to disclose publicly a “personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned.” (C&GCC § 3.214.(a)); and (6) in “Disclosure Category 1” to disclose all income, including gifts. (C&GCC § 3.1.107.) The Statements of Incompatible Activities for both the Department and the Mayor’s Office explicitly require employees to comply with the Campaign and Governmental Conduct Code.

The investigation established that you knew that Nuru was accepting gifts from a developer in exchange for help with projects in San Francisco, which is prohibited by City law. You did not tell Nuru that he should not accept the gifts; rather, you warned him not to talk too much, as “that's what's gonna get [him] in the end.” (Report at p. 20.)

You also admitted to travelling extensively with Nuru, including on two international trips with individuals who regularly do business with the City. On one such trip, you accepted a gift – a \$200 helicopter ride over Iguazu Falls – from a City contractor that you failed to disclose as required by C&GCC § 3.1.107. You also admitted that Nuru arranged for contractors to make improvements to your home, and that despite your claims of suspicion about his source of income, you continued to accept money from Nuru each month to cover half the expenses on your own house in Stonyford. Further, you offered Nuru \$25,000, which he accepted. It is a violation of City and State law for an employee to accept a loan from any employee under his supervision. C&GCC § 3.216.(c). The investigation found that your romantic relationship with Nuru – subordinate and supervisor – led you to mingle finances in violation of City law. By concealing your relationship, you violated the Campaign and Governmental Conduct Code Sections 214.(a) and (c), and aided and abetted Nuru’s violation of the Campaign and Governmental Conduct Code Sections 216.(a) and (c). (Report, pp. 17-20.)

Charge 5: Failing in your Duty to Report Improper or Criminal Activity.

As a City employee, you have a duty to report any incidents of improper or illegal activity involving your department or another City department. (See Report at p. 4.) Employees have multiple avenues for

reporting such activity and can remain anonymous. In March 2020, you admitted to investigators that you were suspicious that Nuru was engaged in improper activities, warned Nuru to stop talking about those activities, and while you claimed you considered reporting Nuru to the Ethics Commission, you did not do so. Thus, the investigation established that you repeatedly failed to fulfill this affirmative duty.

IV. SKELLY HEARING

We are offering this *Skelly* hearing in a remote format to comply with local and state shelter-in-place orders. These public health orders require any work that can be done remotely to be done remotely, to limit the spread of COVID-19 and provide for the health, safety and welfare of the public. Conducting the *Skelly* hearing remotely does not meaningfully affect or limit your right to respond to the *Skelly* notice, because it provides the same opportunity for live and visual presentation and response directly to the *Skelly* hearing officer. You or your representative may submit any documents you wish considered to the *Skelly* officer by e-mail in advance or during the *Skelly* hearing.

You may elect to submit a written response instead of attending the video conference. This response should be addressed to Paul Greene, paul.greene@sfgov.org, and **must be received by close of business on Wednesday, July 8, 2020**. Please advise me no later than close of business on Wednesday, July 8, 2020 if you choose not to attend the video conference on Thursday, July 9, 2020.

If you need to reschedule the *Skelly* hearing, you must inform Paul Greene by no later than July 8, 2020. Please be advised that the Department allows for only one reschedule of the *Skelly* hearing. If you neither appear at the hearing remotely nor submit any written materials, the hearing officer and the Department will make a decision based on the materials referenced in this letter and the attachments. If you have any questions in this matter, please contact Paul Greene at 415-551-8939.

Sincerely,



Alaric Degrafinried
Acting Public Works Director

cc: Paul Greene, Supervising HR Consultant, DHR
Raquel Silva, Executive Director, San Francisco Municipal Executive Association
Dow W. Patten, Esq., Law Offices of Smith Patten
Galila Z. Amram, Esq., Durie Tangri LLP

Attachments

Exhibit 1: June 15, 2020 Investigative Report (with Exhibits 1-17)
Exhibit 2: City's Dating and Conflicts of Interest Guidelines
Exhibit 3: Zuniga Form 700, 2013 – 2019

June 15, 2020 Investigative Report (with Exhibits 1-17)

EXHIBIT 1



DENNIS J. HERRERA
City Attorney

GEORGE M. COTHAN
Chief of Investigations

Direct Dial: (415) 554-3805
Email: george.cothran@sfcityatty.org

TO: Alaric Degrafinried, Director, Department of Public Works
FROM: George M. Cothran, Chief of Investigations
Keslie Stewart, Head Attorney for Public Integrity
DATE: June 15, 2020
RE: Employee Investigation Report
Employee: Sandra Zuniga

This report conveys the findings of an investigation into the conduct of Sandra Zuniga, Director of the Mayor's Office of Neighborhood Services and employee of the Department of Public Works. Zuniga was put on paid administrative leave on February 11, 2020. The investigation was conducted by George M. Cothran, Chief of Investigations, and Keslie Stewart, Head Attorney for Public Integrity, for the San Francisco City Attorney's Office ("the Investigators").

I. BACKGROUND

The City Attorney's Office began investigating Zuniga after reviewing statements attributed to an unnamed "Girlfriend 1" in federal wiretaps quoted in a criminal complaint filed on January 15, 2010, against Mohammed Nuru, the former Director of the Department of Public Works, and Nick Bovis, a local restaurateur. Nuru and Bovis were charged with attempting to bribe an airport commissioner. Nuru was separately charged with accepting illegal gifts from city contractors. The criminal complaint, including the supporting affidavit by FBI Special Agent James Folger, is attached as Exhibit 1.

The criminal complaint quoted several conversations between Nuru and "Girlfriend 1" in which Nuru described gifts (including meals, luxury accommodations, and an expensive stone) he received from a wealthy Chinese real estate developer with a project in San Francisco. The statements of Girlfriend 1 are found at paragraphs 140-45 and 198 of the complaint.

Investigators determined that the real estate developer described in the criminal complaint is Zhang Li and the contractor is Walter Wong. Both men are associated with a large commercial real estate project in San Francisco at 555 Fulton Street that required approvals from both the Department of Building Inspection and the Department of Public Works.

On February 9, 2020, an anonymous whistleblower filed a complaint with the Controller's Whistleblower Program identifying Zuniga as Girlfriend 1. The complaint alleged that Zuniga received her position as Fix-It Director for the Mayor's Office in 2016 due to her relationship with Nuru. The complaint further alleged that Zuniga was aware of all of Nuru's wrongdoing and that "everyone knew" about her relationship with Nuru.

Nuru resigned on February 10 while under investigation by the San Francisco City Attorney's Office. Zuniga was placed on administrative leave on February 11, 2020.

During two days of directed interviews with the Investigators in March 2020, Zuniga admitted that she was Girlfriend 1 in the federal complaint and that the statements attributed to Girlfriend 1 were made by her and accurately transcribed. Transcripts of Zuniga's interviews with Investigators on March 2 and March 26 are attached as Exhibit 2. The conversations between Nuru and Zuniga quoted in the federal complaint demonstrate that Zuniga knew Nuru had accepted gifts from individuals with a project before Public Works in exchange for Nuru's help with that project.

Zuniga was federally charged in a criminal complaint made public on June 8, 2020. She is accused of conspiring with Nuru to launder the proceeds of his bribes through her bank accounts. Zuniga was not questioned about the recent criminal charges against her, and they are not a basis for the conclusions in this report. Zuniga was released from her permanent exempt positions on June 10, 2020.

II. SUMMARY OF FINDINGS

Zuniga admitted that she has been in a continuous, romantic relationship with Nuru since 2008 after she was first hired at DPW. The relationship began while Nuru was her direct supervisor. Zuniga never disclosed the relationship to a supervisor, human resources officer, or any other City official as required by City policy. In fact, Zuniga actively concealed the relationship and falsely denied it during an investigation in 2013 by the Controller's Office Whistleblower Program and GSA Human Resources. After lying about their relationship, Zuniga was promoted to the permanent civil service position that the whistleblower had warned would be unfairly influenced by her romantic relationship with Nuru. Zuniga's false denials in 2013 also influenced City investigators to dismiss later complaints about the relationship in 2016.

Throughout Zuniga's career, Nuru regularly participated in decisions about her employment, including everything from reimbursement requests to performance evaluations, raises, bonuses, and promotions. Nuru approved a reimbursement request for Zuniga as recently as December 2019, less than a month before he was arrested.

As a high-level manager and supervisor, Zuniga was expected to avoid even the appearance of impropriety. Her concealment for more than a decade of a relationship with a supervisor who she knew to be engaged in wrongdoing while he involved himself in every aspect of her career creates an unavoidable appearance of impropriety that undermines employee morale and public trust in the City's merit system.

Aggravating this misconduct was Zuniga's financial incentive to protect Nuru. Beginning in 2016, Nuru paid half the expenses on Zuniga's second home in Colusa County. Most troubling, Zuniga loaned Nuru \$25,000 in August 2017 – mere weeks before he signed a positive performance evaluation of her – an act she knew at the time violated City policy and which was followed less than two months later by a performance-based salary bump of \$2,500. That loan of

\$25,000 violated the City's law against gifts from subordinates and created the appearance of a bribe in exchange for a positive review and bonus.

Zuniga's recorded statements in Exhibit 1 also show that she knew that Nuru was accepting illegal gifts and was likely engaged in other corrupt activities. Zuniga admitted that by fall of 2018 she had become suspicious of Nuru's activities and had considered reporting him to the Ethics Commission. Zuniga failed to report the misconduct as required by City policy.

In summary, the evidence supports the conclusion that Zuniga continuously violated City policy from her first year of employment, including as she rose through the ranks of DPW to become Assistant Deputy Director and after she was given a prominent position in the Mayor's Office of Neighborhood Services. Her law and policy violations include, but are not limited to, violations of Campaign and Governmental Conduct Code Sections 2.14(a) and 3.236; the City-wide Policy on Family and Romantic Relationships at Work; the Statements of Incompatible Activities for both Public Works and the Mayor's Office; and the City-wide Employee Handbook.

Zuniga has been dishonest with the City for more than a decade. Her complicity in concealing her relationship with a Department head who she knew was involved in unethical conduct is unacceptable. By allowing Nuru to continue boosting her career and salary, she violated basic public integrity policies and principles meant to ensure fair and equitable employment decisions in the public interest. Zuniga's conduct is incompatible with City employment at any level.

III. APPLICABLE POLICY

A. City and County of San Francisco Employee Handbook

The Employee Obligations Section of the Employee Handbook requires all employees to report improper or illegal conduct and prohibits supervisors from participating in employment decisions involving their romantic partners. The Handbook is attached at Exhibit 3. The aforementioned section is found at pp. 45-47.

1. Ethical Obligation to Disclose Romantic Relationships and Avoid Appearances of Favoritism

The Employee Handbook, last revised in 2012, prohibits supervisors from participating in decisions related to employees with whom they are romantically involved:

You may not make, participate in making, or seek to influence any employment decision involving a person with whom you have a familial or romantic relationship. You must notify your supervisor if you are, or become related to or romantically involved with another employee in the workplace over whom you have the authority to impose or recommend an employment action. Supervisors and managers should avoid any appearance of favoritism or nepotism in the workplace.

Ex. 3 at p. 45 (emphasis added).

2. Duty to Report Improper or Criminal Activity

The Employee Handbook further requires all employees to report improper or illegal activity:

As a City employee, you have a duty to report any incidents of improper or illegal activity involving your department or another City department. Never confront an employee whom you suspect is involved in illegal or criminal activity. Instead, discuss the matter with your supervisor or departmental personnel officer. If you feel it necessary to protect your safety or avoid retaliation, you may also report illegal or improper conduct to the Whistleblower Hotline at 554-CITY. You may make an anonymous report on the hotline; however, keep in mind that anonymous reports are more difficult to investigate.

Ex. 3 at p. 47.

B. 2017 Policy on Family and Romantic Relationships at Work

On February 8, 2017, the Civil Service Commission announced a new Policy on Family and Romantic Relationships at Work. The policy became effective July 1, 2017. That policy is attached at Exhibit 4.

The stated purpose of the Policy provides:

A workplace where employees maintain clear boundaries between family, personal, and work relationships leads to an environment that:

- Is fair, equitable, and safe;
- Promotes high employee morale; and
- Ensures trust in the City's merit-based employment system.

The Policy defines "related persons" covered by the Policy to include:

Consensual romantic relationship occurring within the last two years. This includes, but is not limited to sexual, dating, engagement, or other intimate relationships.

The Policy defines both direct and indirect supervision of employees considered "related persons." "Direct Supervision" is defined as:

One employee directing the work of another employee.
This includes temporary and project-based assignments.

"Indirect Supervision" is defined as:

One employee is responsible for the work of another employee through the organizational structure or chain of command. This includes temporary and project based assignments.

The Policy prohibits participation in decision-making related to romantic partners, providing:

Employees may not make, participate in making, or influence any employment decisions involving a related person. This includes, but is not limited to:

- Hiring, promoting, transferring, or re-assignment;
- Serving on a hiring panel;
- Developing, administering, or rating a civil service exam;
- Initiating an administrative investigation or discipline;
- Assigning work;
- Preparing, conducting, or contributing information to a performance appraisal;
- Approving overtime or any compensated time;
- Approving vacation, sick, or other leave time;
- Granting or denying permission to attend a conference or other work related event;
- Approving reimbursement for work-related expenses.

The Policy mandates that a relationship between related persons “must be promptly reported by both employees to their departmental personnel officer or human resources manager.” Direct supervision is never allowed. In the case of indirect supervision, the departmental personnel officer or human resources manager must take steps “to assess the implications for the workplace, and to ensure that employment decisions are made appropriately.”

Indirect supervision of related persons is permitted only if the department cannot remove the conflict. In that case, the departmental personnel officer must formulate a management plan to “address the indirect supervisory relationship while minimizing impact on the employees involved.” Management plans at a minimum “must address reporting relationships, supervision, and evaluation to ensure a supervisor does not participate in employment decisions regarding a related person, as prohibited by this policy.” A department head is required to “delegate in writing the authority to make employment decisions regarding such related persons to another employee within the department.”

Violations of the Policy “may lead to discipline, up to and including termination.”

C. San Francisco Campaign and Governmental Conduct Code

City law prohibits bribery, including any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act.”

C&GCC § 2.16 (a). City law also prohibits gifts and loans from subordinates. C&GCC § 2.16(c).

City law prohibits employees from participating in employment actions involving a relative. C&GCC § 2.12 (a). Although the law does not define “relative” to include a girlfriend, the definition does include a spouse or domestic partner. City law also requires employees to disclose publicly a “personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned.” C&GCC § 2.14 (a).

With the exception of Section 2.14, above, violations of the Campaign and Governmental Conduct Code may be enforced administratively, civilly, and criminally. Violations of Section 2.14 can result in discipline up to and including discipline. The Statements of Incompatible Activities for both DPW and the Mayor’s Office also explicitly require employees to comply with the Campaign and Governmental Conduct Code.

IV. INVESTIGATIVE STEPS

A. Interviews

The Investigators relied on interviews with Zuniga on March 2 and March 26, and Deputy City Administrator Jennifer Johnston on March 20 and April 2 in reaching their conclusions.

B. Documents

The Investigators relied on the following documents in reaching their conclusions.

Document	Exhibit
Criminal Complaint Against Nuru and Bovis	1
Sandra Zuniga Interview Transcripts	2
City and County of San Francisco Employee Handbook	3
Policy on Family and Romantic Relationships in Workplace	4
Zuniga October 2018 Secondary Employment Application	5
General Service Agency newsletters and emails circulating Policy on Family and Romantic Relationships in Workplace	6
Zuniga Record of Training in Workplace Harassment	7
Records Related to Zuniga Salary Increase March 2010	8
Records Related to Zuniga Appointment to TEX Manager IV Position	9
Records of Controller Investigations of Zuniga-Nuru Relationship	10
Controller Records of Zuniga Salary Increases, Promotions, and Classification Changes	11
Records Related to Zuniga PCS Manager IV Appointment	12
Record of Nuru Approval of Zuniga PCS Manager IV Appointment	13
Records Related to 2013 5 percent Salary Increase Initiated and Approved by Nuru	14
Records Related to Zuniga PEX Manager V Appointment	15

Zuniga Performance Evaluations	16
Zuniga Expense Reimbursement Records	17

V. INVESTIGATIVE FINDINGS

A. Zuniga's Personal and Financial Relationship with Nuru

Zuniga admitted that she began a romantic relationship with Nuru in 2008. Nuru was her direct supervisor at the time. She admitted that their relationship continued uninterrupted until the present. Zuniga understood the relationship to be monogamous. Zuniga told Investigators that she did not live with Nuru and that she maintained her own residence in the Bay Area. During questioning about Nuru's construction of a second home in Colusa County, however, Zuniga admitted that she had purchased a second home near Nuru's property in Colusa County.

In January 2016, Zuniga purchased a home in Stonyford, California, just a few miles from the site where Nuru was building a large second home. The purchase price for Zuniga's home in Stonyford was \$125,000. Zuniga said she purchased the home as a place where she and Nuru could stay while Nuru was finishing construction on his property, because purchasing the nearby house was cheaper than the cost of purchasing a mobile home for Nuru's property. Although Zuniga told Investigators that she bought the house jointly with Nuru, Zuniga admitted that she has always been the sole owner of record of this property. Her name alone appears on the title. Zuniga said that Nuru gave her \$12,000 to cover half of the down payment on the purchase of the house. The rest of the purchase price was financed with a loan and deed of trust exclusively in Zuniga's name.

Zuniga admitted that since she purchased the home with \$12,000 from Nuru, he has given her money every month to pay half the cost of the mortgage payments. Zuniga also said that shortly after the purchase, Nuru paid a San Francisco contractor \$20,000 to remodel the kitchen. Zuniga was not involved in the payments to the contractor and has no proof the payments were in fact made. In August 2017, Zuniga refinanced the house and took on additional debt to obtain \$50,000 in cash – again in her name alone. She then loaned half of the proceeds of that loan to Nuru without terms. According to Zuniga, Nuru still owes her the \$25,000. In February 2018, Nuru arranged for a contractor, Tesla Energy, to put solar panels on Zuniga's home. Zuniga said the cost of the solar panels was approximately \$30,000. She said Nuru also gave her funds each month to pay for half the cost of that monthly installment payment. Zuniga's admissions about her financial relationship with Nuru can be found in the transcript of her May 2 interview on pages 141-160 attached at Exhibit 2.

Despite the additional income from Nuru, in November 2018, Zuniga sought and received approval for secondary employment at an Amazon warehouse on the weekends. The application for secondary employment is attached at Exhibit 5.

Zuniga admitted to traveling extensively with Nuru around the world and knowing about his many close friendships with people in San Francisco. In 2014, she traveled to Africa with Nuru and former Public Works employee Balmore Hernandez. Hernandez now owns Azul Works, a company that regularly does business with the City. In October 2018, Zuniga traveled

for two weeks through South America with Nuru, San Francisco permit expeditor Walter Wong, and Alan Varela, a contractor who does business with the City and who is also alleged to have provided Nuru with illegal gifts. Zuniga said that Nuru told her that he paid for her expenses on the trip to South America in 2018. She admitted, however, that while on that trip, Varela paid for her to go on a helicopter ride over Iguazu Falls in Brazil. Zuniga also knew that Nuru and his mother had traveled to China in the past with former Mayor Edwin Lee.

Although they did not live together, Zuniga was close to Nuru's family and helped him with various personal and family matters. She brought food for his mother and gave his adult children rides. At Nuru's request, she helped Nick Bovis – Nuru's co-defendant – with marketing on her personal time. When Nuru was headed to meet with his criminal attorney in late January of this year, he trusted Zuniga to help him print the charging document at a FedEx while they were returning from a trip to Sacramento to celebrate her birthday. Zuniga said this was how she first learned of the criminal charges.

B. Zuniga's Knowledge of City Policies Governing Disclosure of the Relationship

Zuniga admitted that she received the Employee Handbook. Ex. 2 at p. 44 ("Well, I signed the Employee Handbook, right, as we all do."). On March 16, 2017, Zuniga received a department-wide email with a newsletter from the GSA human resources team, informing her, among other things, of the requirements of the upcoming Policy on Family and Romantic Relationships at Work policy. The newsletter provided a link to the policy itself. GSA HR emailed a second newsletter with the same information again in September 2017 after the policy had gone into effect. These emails and newsletters from March and September 2017 are attached at Exhibit 6.

In addition, records provided to the Investigators by GSA HR show that Zuniga completed a training in 2015 and 2017 that included the new Policy on Family and Romantic Relationships at Work. These training records are attached at Exhibit 7.

C. Nuru's Involvement in Zuniga's Employment History

1. Zuniga's Initial Appointment as Community Liaison

Zuniga was hired on May 27, 2008, as a 2917 Program Support Analyst making \$73,500 a year. Her title was community liaison. She ran volunteer programs and oversaw the work of employees of non-profits with DPW contracts. At the time of her hiring in 2008, Nuru was the Deputy Director for Operations at DPW and Zuniga's direct supervisor from her first day on the job. Nuru reported to Edward Reiskin, the then-Director of DPW. Zuniga said she did not know Nuru before her employment with the City.

In February 2010, more than a year after the start of a romantic relationship with Zuniga, Nuru participated in granting Zuniga a \$9,000 raise to retain her as an employee. Her starting salary of \$84,084 a year was at the third step of five for a 2917 Program Support Analyst. DPW promoted her to step five, the top salary step for her civil service classification, and she began making \$92,716 a year beginning on March 12, 2010. Documents and emails associated with this decision are attached at Exhibit 8. Nuru was the only non-HR staffer copied on the attached

emails discussing the salary increase. Zuniga's elevation to step five came shortly after Nuru's July 2009 performance evaluation in which Nuru rated Zuniga's performance at 8.5 out of 9 possible points, finding her to have exceeded expectations. Investigators find that Nuru participated in both Zuniga's 2009 evaluation and her 2010 promotion.

2. Zuniga's Promotion to Temporary Exempt (TEX) Manager IV

In August 2011, Mayor Newsom appointed Nuru the Director of DPW. Nuru then promoted Larry Stringer, who had previously served as a superintendent in the Operations Division, to fill Nuru's old job as Deputy Director for Operations. Nuru promoted Zuniga to Assistant Deputy Director for Operations. Zuniga began reporting to Stringer, but as DPW Director and Stringer's direct supervisor, Nuru remained in Zuniga's supervisory chain and continued to participate in employment decisions related to Zuniga, including approving her performance evaluations. Zuniga admitted that Nuru was involved in her promotion and said that her predecessor trained her for the Assistant Deputy Director position before he retired. Ex. 2 at p. 10 of March 2 Interview.

Zuniga also told Investigators that the promotion to Assistant Deputy Director "changed everything." Ex. 2 at p. 10 of March 2 Interview. She hired new employees, including managers. She went from supervising five people to supervising 35 people and overseeing an apprentice program of 100 people. She was responsible for approving the time of all Operations employees. She oversaw the entire fleet of DPW vehicles.

Zuniga's promotion to Assistant Deputy Director for Operations was not subject to a competitive civil service process. Instead, it involved a change in Zuniga's civil service classification. On January 23, 2012, Zuniga took leave from her 2917 Program Support Analyst position and was appointed to a promotive temporary exempt (TEX) Manager IV position. There is no civil service examination or eligible list for TEX appointments. Rather, appointments are made at the sole discretion of department heads, in this case Nuru. While departments can conduct a recruitment and selection process for TEX appointments, those procedures are not required. Her reclassification as a Manager IV led to a salary increase to \$105,950. Documents associated with this re-classification are attached at Exhibit 9. Nuru as DPW Director was required to sign some of the documents. He delegated that authority to HR officials.

During the Controller's Whistleblower Program investigation in 2013, described in more detail below, Controller staff consulted with then-Deputy Director of the Department of Human Resources Ted Yamasaki about Zuniga's TEX Manager IV appointment. He called the action "very rare." The then-Human Resources Director for DPW Steve Nakajima told Controller investigators that the TEX promotion for Zuniga was meant to "backfill" a position vacated by retirement while DPW went through a "lengthy position/budget approval process." Zuniga's predecessor in the position retired on January 21, 2012, two days before Zuniga's TEX appointment, but he worked part-time until March 2013. Records provided by the Controller's Office related to investigations into complaints made against Zuniga are attached at Exhibit 10. The complaint from 2013 discussed above is included. The 2013 complaint is identified by the Controller tracking ID 5rv2DgAx.

Before the TEX Manager IV promotion, Zuniga's salary was \$92,924. After her TEX promotion, her salary was adjusted upwards three times (including the initial adjustment to \$105,950) between January and August 2012, by which time she was making \$117,530 a year. Records of Zuniga's promotions and salary adjustments, produced by the Controller's Office, are attached at Exhibit 11. There is no record of Nuru recusing himself from any of those increases.

3. Zuniga Falsely Denied the Relationship in 2013

On March 19, 2013, the City posted a job announcement for a permanent Manager IV Assistant to the Deputy Director for Operations at DPW and began a competitive civil service process for the Assistant Deputy Director for Operations position that Zuniga had already filled temporarily for more than a year.

A little more than a month later, on April 22, 2013, the above-referenced whistleblower filed a complaint 5rv2DgAx (Ex. 10) casting doubt on the fairness of the hiring process for the Manager IV position:

(Nuru) is ready to hire a new manager 932 that spends nights at his house Sandra Suniga (sic)," the whistleblower wrote. "The 932 job posting is open and why should any body apply when it is waist (sic) of time since Suniga (sic) will get the job. I had a hard life but I work hard and want a chance. This is unfair and everyone had (sic) to have a chance.

Zuniga was interviewed on May 29, 2013, by then-DPW HR Director Nakajima and Controller Investigator Steve Flaherty. Zuniga falsely told them that she was not in a personal relationship with Nuru, that she never stayed overnight at Nuru's house, and that her only relationship with him was that of employee and boss. Ex.10. Based on these misrepresentations, the Controller's Office closed the investigation as unsubstantiated, and the hiring process for the permanent civil service ("PCS") Manager IV position continued.

As part of the current investigation, Zuniga was not confronted with her false statements in 2013, because Investigators did not know about her 2013 interview at the time she was interviewed in March 2020 as part of this investigation.

4. Zuniga's Promotion to PCS Manager IV

As part of the selection process for a permanent Assistant to the Deputy Director for Operations at DPW, the City administered a test, checked applicants' minimum qualifications, and ranked applicants. On July 23, 2013, the City adopted an eligibility list of seven candidates. Zuniga was ranked number 1. Six of the seven eligible candidates, including Zuniga, were interviewed on November 1, 2013. Zuniga scored a total of 247 out of 300 possible points on the interview. Her nearest competitor scored 227. The other four candidates scored less than 200. Zuniga was hired as a permanent civil service Manager IV effective December 9, 2013. Documents related to Zuniga's PCS Manager IV appointment are attached at Exhibit 12.

Nuru signed the final paperwork to process Zuniga's PCS promotion to Manager IV on November 21, 2013, on a line reserved for "Director/Designee Approval." This document is attached at Exhibit 13.

Before Nuru approved Zuniga's PCS position, he took steps to provide her with an extra five percent salary increase effective October 28, 2013 – just days before she sat for her interview for the PCS Manager IV position. Emails and records attached at Exhibit 14 show that Nuru put in the request for the five percent raise. The raise was justified both to compensate Zuniga for exemplary performance and to retain her as an employee. The Post Appointment Compensation Adjustment Form identifies Nuru as the "Authorizing Appointing Officer" proposing the salary adjustment. As justification for the salary increase, Nuru stated:

Sandra has had another phenomenal year. She is a significant leader of DPW overall and of Operations. She is performing well within the competence level of her position. She skillfully develops and maintains relationships while accomplishing her daunting tasks at hand. She is tireless, working long hours, most weekends and evenings. She is visionary and passionate about the DPW mission and community. She has performed an exemplary job managing community programs, the vehicle fleet, the planning department, apprentice program, achieving 53,000 volunteer hours this year. She managed the huge Starbuck's Day of Service event, Health Fair, ACGA Conference, Giant Sweep with over 10,000 pledges, carbon footprint reduction program, to list a few.

As a result of Nuru's application for a salary adjustment, Zuniga received a \$6,231 raise.

5. Zuniga's Appointment as Fix-It Director

Zuniga worked as Assistant to the Deputy Director for Operations at DPW, under the indirect supervision of Nuru, until May 2016 when Mayor Edwin Lee appointed her Fix-It Director and she moved to City Hall. Even after her move to City Hall, however, she remained a DPW employee under the indirect supervision of Nuru. Zuniga said that as Fix-It Director she initially reported to Jason Elliot, the then-deputy chief of staff for Mayor Lee. Ex. 2 p. 16 of March 2 Interview.

Mayor Lee created the Fix-It Director position as part of a concerted effort to address the increasingly degraded condition of City streets. Mayor Lee announced a Clean and Safe Streets Promise on May 20, 2016, accompanied by an Executive Directive ordering City departments to institute programs to implement his vision. The Mayor's directive also included funding for five new "Fix-It" teams in five neighborhoods and the appointment of a Fix-It Director.

Zuniga admitted that Nuru sat on the committee to address these issues, including her selection as Fix-It Director. Zuniga added that Nuru spoke to her about the committee's

deliberations: “He said that there was a panel of people who were working on quality of life issues, and my name got tossed around as somebody who might be selected to be put into this role.” Ex. 2 at p. 49 of March 2 Interview. Zuniga said she did not know who else (if anyone) might have been under consideration for the position of Fix-It Director.

Zuniga described the Fix-It teams as part of a six month pilot program. If the program had been a failure, she knew she could have returned to her position at DPW. Ex. 2 at pp. 38-39 of March 26 Interview. Zuniga said that by January 2017, concurrent with Mayor Lee’s State of the City Address, the Mayor’s staff informed her that her Fix-It teams were deemed a success and that the Mayor was expanding the program from five to 20 Fix-It Teams in 20 neighborhoods. Ex. 2 at pp. 41-42 of March 26 Interview.

6. Additional Complaints Alleging a Romantic Relationship in 2016 Were Closed Based on Zuniga’s False Denials in 2013

Zuniga was the subject of two more whistleblower complaints, in May and October of 2016, alleging she was in a relationship with Nuru. These complaints coincided with Zuniga’s consideration for and selection as Fix-It Director, described above. Both complaints were closed by the Controller’s Office as unsubstantiated based on Zuniga’s false denial of a romantic relationship in 2013. Ex. 10. The October 2016 complaint was forwarded to the Civil Service Commission which looked narrowly at whether Zuniga met the minimum qualifications for the job and determined that the appointment facially complied with civil service procedures.

7. Zuniga’s Appointment as Director of the Mayor’s Office of Neighborhood Services and Promotion to PEX Manager V

Zuniga served as a Manager IV in the Fix-It Director role from May 2016 until April 2019 when Mayor Breed appointed her Director of the Mayor’s Office of Neighborhood Services. Seven months later, in November 2019, Zuniga was promoted to Manager V. Her annual salary is \$193,700. Mayor Breed appointed Zuniga to the Manager V position at her sole discretion. The Manager V appointment is a permanent exempt (PEX) “at-will” appointment. Because PEX positions are more formally embedded in the City budget than temporary exempt positions, they are more permanent in nature. Still, Zuniga’s PEX Manager V position sunsets in three years – with leave to extend – and because the position is “at will” Zuniga can be removed for any reason without the protections of the civil service system.

In order to accept the PEX Manager V position and still maintain her ability to return to her underlying PCS Manager IV position for any reason, Zuniga needed DPW to grant her leave from her PCS Manager IV position. Nuru personally approved Zuniga’s leave request as her “appointing officer” on October 30, 2019. Documents related to Zuniga’s PEX Manager V appointment are attached at Exhibit 15.

8. Nuru’s Role in Zuniga’s Performance Evaluations

Nuru had continuous involvement in Zuniga’s performance evaluations from the time she began her employment at DPW until the end of 2017, after she had transitioned to City Hall as Fix-It Director. Her appointments to Assistant to the Deputy Director for Operations and Fix-It

Director as well as her promotions to TEX and PCS Manger IV and her performance-based salary adjustments were supported by those evaluations.

Nuru reviewed Zuniga three times as her direct supervisor between 2008 and 2011. In each of these three reviews Nuru rated Zuniga's performance "exceeds expectations." Zuniga's performance evaluations from 2008 to present are attached at Exhibit 16.

As Zuniga's indirect supervisor, Nuru continued to be involved in her performance evaluations. In fiscal years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16, Stringer conducted Zuniga's performance evaluations, but Nuru approved them with his signature. In these five performance evaluations, Zuniga's performance was rated as meeting or exceeding expectations. Ex. 16.

a. Zuniga's Fiscal Year 2016-17 Performance Evaluation

Zuniga said that as Fix-It Director in May 2016, she reported to Jason Elliot, the then-deputy Chief of Staff to Mayor Lee. Given her status as a DPW employee, however, she also indirectly reported to Nuru. Elliot never conducted a performance evaluation of Zuniga. Stringer conducted Zuniga's fiscal year 2015-16 performance evaluation, completing and signing it in July 2016, two months into her tenure as Fix-It Director. Nuru approved it with his signature in August 2016.

The following January, six months into fiscal year 2016-17, the Mayor expanded the Fix-It program to cover 20 neighborhoods, quadrupling the workload and responsibility for Zuniga. As a result, Zuniga acknowledged, 2017 became a crucial year for her, and her performance evaluation for fiscal year 2016-17 took on added importance. Ex. 2 at pp. 40-46 of March 26 Interview.

That evaluation, assessing her performance as Fix-It Director, was conducted by Nuru. Ex. 16. The form does not include a beginning of the year goal-setting meeting or a mid-year check in, as is the norm. Instead, the form shows there was only one final meeting, on September 14, 2017, between Zuniga and Nuru. Both signed the form on the same day. In the comments box, Nuru stated that Zuniga's performance as Fix-It Director exceeded expectations. It was the first performance evaluation for Zuniga that Nuru had conducted directly (as opposed to indirectly) since fiscal year 2010-11. It is unclear why Elliot¹, who Zuniga identified as her supervisor at the time, did not perform the evaluation. Zuniga said she did not know why. Ex. 2 at pp. 47-48 of March 26 Interview.

b. Zuniga Began Reporting to GSA in 2017

In early-to-mid 2017, months before Nuru conducted Zuniga's fiscal year 2016-17 performance evaluation, City Administrator Naomi Kelly placed Zuniga under the supervision of Deputy City Administrator Jennifer Johnston. Johnston told Investigators that Kelly placed Zuniga under her supervision sometime in the spring or summer of 2017. Johnston said Kelly did not provide an explanation for the change in supervision.

Zuniga told Investigators that she understood the supervisory change to be prompted by the Family and Romantic Relationships at Work Policy which was adopted in February 2017 and

¹ Elliot's LinkedIn page shows he was promoted to Chief of Staff to Mayor Lee in 2017, indicating that he might have ceased to be Zuniga's supervisor during that year.

became effective on July 1, 2017. Zuniga said Nuru told her he was going to inform Kelly of his relationship with Zuniga and change her supervision to comply with the policy. Zuniga said she did not speak to Kelly about her relationship with Nuru or the supervisory change. She said Johnston informed her in an email of the change in supervision. Consistent with her longstanding practice of keeping her relationship with Nuru secret, Zuniga said she did not tell Johnston of her relationship with Nuru. Johnston also said Zuniga did not reveal the relationship to her.

c. Zuniga Denied Knowing Nuru Signed Her Evaluation in 2017

When interviewed as part of this 2020 investigation, Zuniga told Investigators that Jennifer Johnston reviewed her performance in 2017. Zuniga agreed that Nuru would not have been qualified to conduct her evaluation, because she was supervised by Johnston and others in the Mayor's Office during that year. Investigators conducted the second day of the interview by telephone because of the Covid-19 Shelter in Place Order. As a result, Investigators were unable to show Zuniga the written evaluation, but she was told that she signed the form on the same date as Nuru – September 14, 2017. Ex 2 at p. 45 of March 26 Interview. When asked if that information jogged her memory, Zuniga said, "Nope." Zuniga insisted she had no memory of meeting with Nuru in 2017 or of him signing off on her evaluation. Ex. 2 at p. 45-46 of March 26 Interview. The evaluation form has a box for the date of the conference as well a box for the date of the signature. Zuniga hand-wrote the date of September 14, 2017, in both sections of the form, indicating that both the conference with Nuru and her signature were dated September 14. Ex. 16.

9. Nuru's Role in Approving Zuniga's Reimbursement Requests

Despite the supervisory change in 2017, Nuru continued to approve Zuniga's expense reimbursement requests. Attached at Exhibit 17 is a spreadsheet culled from a DPW Finance Division tracking log. It shows that Nuru personally approved six expense reports for Zuniga worth a total of \$3,266.23 between October 2016 and December 2019. The last of the expenses was the largest (for \$1,537.67), and Nuru approved it mere weeks before his arrest on federal criminal charges.

D. Zuniga Concealed Her Relationship with Nuru

Zuniga admitted she never disclosed her relationship with Nuru to anyone in City government including any of her supervisors subsequent to Nuru: Stringer, Elliot, Johnston, or any of the leadership staff in the Mayor's Office under Mayors Lee or Breed. Nor did Zuniga disclose her relationship with Nuru to any of the members of the committee that selected her as Fix-It Director, a committee on which Nuru sat. When asked why, Zuniga said she did not disclose the relationship to that selection committee because the position was only temporary and did not result in a change in pay or civil service classification. Ex. 2 at page 49 of March 2 Interview. Zuniga said she assumed that Mayor Lee knew about the relationship based on his friendship with Nuru, and that at one point Nuru told her that Mayor Lee was aware of the relationship. Ex. 2 at pp. 47-48.

E. Zuniga Knew Nuru Accepted Bribes

The federal complaint against Nuru describes conversations Zuniga had with Nuru in November 2018, shortly after Nuru's return from a trip to China with Walter Wong. Zuniga conceded that her conversations with Nuru quoted in the complaint were accurate. Ex. 1

In one recorded conversation, Nuru discussed his trip to China with Walter Wong. Zuniga heard how Nuru and Walter Wong stayed with a developer – Zhang Li – who had a pending project in San Francisco at 555 Fulton Street. Nuru told Zuniga that he and Walter Wong were “helping” Zhang Li with a project in San Francisco. After explaining that he always sees Zhang Li when Zhang Li comes to the Bay Area, Nuru discussed gifts and accommodations that he and Walter Wong received from Zhang Li while they were in China. Nuru told Zuniga that he and Walter Wong did not pay for their hotel and room service accommodations. Nuru told Zuniga that he and Walter Wong had eaten at Zhang Li's house and shared a \$10,000 bottle of alcohol and a \$2,000 bottle of French wine. Nuru told Zuniga that he researched the cost of the wine after the dinner and learned it cost \$2,070. Nuru also told Zuniga that he and Walter Wong each received a stone from Zhang Li worth “tons of money.”

When Nuru told Zuniga that Zhang Li owned hotels all over the world, Zuniga asked if he owned the hotels where she and Nuru had stayed with Walter Wong in South America earlier in 2018. Nuru said he did not know.

Although evasive about how much she understood from the transcribed conversations with Nuru, Zuniga conceded that Nuru made clear that he was accepting gifts from individuals with business before the City. She ultimately admitted that no amount of reporting would make it acceptable for Nuru to accept gifts from a developer with a project before DBI. Ex. 2 at p. 122.

Zuniga admitted that prior to Nuru's arrest, her suspicions about Nuru's conduct had risen to a point where she considered filing an anonymous complaint with the Ethics Commission. Asked why she did not report Nuru to the Ethics Commission, she said, “I just wasn't sure. I really wasn't sure.” Asked if she was in denial, she said, “I could have been and maybe a little stupidity on my part.” Ex. 2 at pg. 164 of March 2 Interview.

F. Zuniga Was Not Candid With Investigators in 2020

At the time of the interview, Investigators did not know that Zuniga had lied about the relationship in 2013. Given her active concealment of the relationship in 2013, it is not plausible that Zuniga believed she did not need to report the relationship.

Zuniga's attempts to minimize her understanding of Nuru's corruption were also not persuasive. Throughout the interview with Investigators, Zuniga admitted that the transcribed conversations looked bad “in black and white,” but she claimed that she had not been fully engaged in the conversation with Nuru, that she had been multi-tasking, and that she had failed to put two and two together. Ex. 2 at pp 117-121 of March 2 Interview.

These claims in her directed interviews, however, are not consistent with the transcripts of the recorded calls with Nuru. In response to Nuru telling Zuniga that Zhang Li owned the project at 555 Fulton Street in San Francisco, Zuniga demonstrated awareness of both the project and that Walter Wong was working on the project. Nuru explained to her that Zhang Li was upset, because he had lost a lot of money on the project. Nuru told her that he had met with Zhang Li specifically about this delayed project and that Zhang Li had “a whole list of things we need to get done.” Later, Nuru told Zuniga that he was trying to get certain issues with the project resolved with “[Tom Hui’s] shop and Planning.”

Moreover, the language Zuniga used in recorded conversations with Nuru demonstrated that she enjoyed the financial benefits that came with Nuru’s corruption. After Nuru shared with Zuniga that he was helping Zhang Li with the project, including help with two different City departments, Nuru told Zuniga: “but I mean, he doesn't you know, he doesn't give money or anything. He lets us stay in his hotels and stuff. He makes all the arrangements for us, which is good. And nice places.” Nuru explained that “we didn’t have to do anything” because a Mercedes or a nice luxury van picked them up each morning. Zuniga did not chastise Nuru for accepting the gifts; rather she asked him if his daughter had started “to get used to it like I got used to it.” Nuru responded, “Oh she got used to it. She didn't have to think about money not one day.”

Zuniga admitted it was clear to her in the transcribed conversation that the Chinese developer was paying for a good portion of Nuru’s trip to China. When asked if it made her concerned that he was accepting gifts, she said she trusted that Nuru “knew what he was doing.” After specific questioning about the transcribed conversation, however, Zuniga conceded that the transcript showed she already knew about Walter Wong’s involvement in the project in San Francisco at the time of the conversation in November 2018. Ex. 2 at p. 121 of the March 2 Interview. She also admitted that it would be wrong for Nuru to accept gifts in exchange for assistance with a project:

Question: But do you think that if someone had a project in San Francisco that DBI and Public Works were overseeing, that it would ever be acceptable to accept gifts from the developer [department] expeditor?

Zuniga: No.

Question: So, how could any report fix that scenario that he’s described to you in that conversation?

Zuniga: It wouldn’t. Right? It wouldn’t.

Ex. 2 at p. 122 of March 2 Interview.

In another recorded conversation, Nuru discussed work being done at his Stonyford house, and Zuniga advised him, “[D]on’t run your mouth.” She said: “(D)on't tell a lot of people. That's what you really need to be careful of because that's what's gonna get you in the end.”

Investigators find that the words and phrases used by Zuniga in the recorded conversations show that she was both paying attention and aware at the time that Nuru was engaged in unethical if not illegal conduct. How would talking about construction on the Stonyford property “get [him] in the end” unless something about the project was improper or illegal? Zuniga readily admitted to Investigators that she was warning Nuru to limit the number of people who knew about the construction of his Colusa County home because, “I was definitely suspicious.” “The house is big, so I was like how... I don’t know how much things cost, but I didn’t know like everybody he’s borrowing from or what he’s doing. So, yeah, I did start getting suspicious,” she said. Ex. 2 at pg. 161 of March 2 Interview.

Investigator Cothran asked, “Were you suspicious that he was taking money improperly, or getting improper gifts, or engaged in what might be generally termed corrupt practices?” Zuniga answered, “Yeah.” Ex. 2 at Pg. 161 of March 2 Interview. Zuniga said she asked Nuru directly where he was getting the money to pay for construction of the large second home. “But he always said everything is legit, or I’m doing everything the right way, don’t worry,” Zuniga said. Exhibit TK at pg. 162 of March 2 Interview. Ultimately, as the recorded conversations illustrate, Zuniga did not tell Nuru to stop the project; she told him to stop talking about it so he would not get in trouble.

VI. ANALYSIS

A. Zuniga Violated City Law and Policy by Concealing a Relationship with a Department Head Who Supported Her Career for over a Decade

Zuniga knowingly violated City law and policy for more than ten years by deliberately concealing her romantic relationship with Nuru, including lying to Controller’s Office investigators and her department’s own HR director in 2013, while at the same time regularly benefiting from Nuru’s involvement in her career advancement over that entire time period.

1. Zuniga Violated the 2017 Policy Requiring Subordinates to Disclose

The 2017 Policy on Family and Romantic Relationships at Work explicitly provides that romantic relationships between supervisors and subordinates “may raise issues of conflict of interest, abuse of authority, or favoritism.” The Policy requires disclosure of the relationship and prohibits employees from participating in employment decisions related to romantic partners.

Zuniga admitted that she and Nuru discussed the new policy when it was announced in February. She also admitted that they discussed Nuru’s intent to disclose their relationship to his direct supervisor, Naomi Kelly. Zuniga was reminded of the new policy again in March 2017 in an email from DPW HR. Over the years, Zuniga also received training about City Ethics rules, including specifically this policy, and knew that Nuru’s decisions related to her employment violated City policy.

Zuniga claimed that she had not read the 2017 policy prior to her interviews with the Investigators in March 2020. Investigators find this claim not credible. For someone at her level of City government not to familiarize herself with an important new personnel policy governing fairness and transparency in the civil service system when she knew the policy directly applied to her factual circumstances would constitute a gross dereliction of duty. More likely, we find, she lied and knew what the policy required when she knowingly violated it.

The policy requires *both* the supervisor and the subordinate to disclose the relationship. Zuniga admitted that she never disclosed the relationship to any of her direct supervisors or to Human Resources. Zuniga said that she was told to report to Jennifer Johnston as a result of Nuru's disclosure to Kelly. She claimed to believe Nuru's disclosure to Kelly was sufficient.

Even if that claim were plausible, Zuniga did not just fail to report the relationship. She also failed to correct her false denial of the relationship to HR in 2013, and she continued to benefit from Nuru's involvement in decisions about her employment after the policy went into effect.

2. Zuniga Continued to Benefit from Nuru's Involvement at Work

Zuniga admitted she knew that Nuru was not supposed to supervise her after the 2017 policy was announced. Early in 2020 investigative interview, when asked why she reported to a Deputy Administrator instead of someone in the Mayor's Office, Zuniga initially volunteered:

And then also, my friendship/relationship with Mohammed, there was that relationship, [the policy] was brought out in February 2017 and then enacted in July 2017. So, Mohammed wanted to make sure that he wouldn't have any like oversight of my job, so he talked to Naomi about that.

Ex. 2 at p. 33 of the March 2 Interview.

Yet just two months after the effective date of the 2017 policy, Nuru signed Zuniga's 2016-17 performance evaluation. This performance evaluation came mere weeks after Zuniga had loaned Nuru \$25,000. The evaluation, which found her to have exceeded expectations as the Mayor's Fix It Director, also preceded and most likely influenced a \$2,500 salary boost approved in November 2017. Allowing Nuru to conduct her performance evaluation when she knew it was a violation of policy, to do so after she had loaned him \$25,000, and, moreover, to then accept a \$2,500 salary adjustment in close proximity to the loan and the evaluation was profoundly unethical on Zuniga's part. At worst, it appears that Zuniga bribed Nuru in exchange for a favorable evaluation. At best, Zuniga displayed terrible judgment and failed in her obligation to avoid appearances of a conflict in City decision-making.

Nuru's participation in the fiscal year 2016-17 performance evaluation also demonstrates that whatever disclosure took place between Nuru and Kelly and whatever specific actions were taken in response to those disclosures were, for Nuru and Zuniga at least, cosmetic in nature. When it suited Nuru and Zuniga, they willingly ignored the requirement of the new policy that Nuru no longer participate in employment decisions related to her.

Zuniga protested vociferously when asked about the timing of the loan and the performance evaluation. Ex. 2 at pp. 48-51 of March 26 Interview. Her argument was essentially that the City and the public should just trust her that the loan and the positive performance evaluation were unconnected, a response which exhibited a lack of appreciation for the importance of avoiding appearances of conflicts of interest and corruption in order to maintain the public trust.

Zuniga also denied knowing that Nuru signed her evaluation in September 2017. When asked if the date of their signatures on September 14, 2017, jogged her memory, she responded flippantly with "nope." Given the nature of their long-term, intimate relationship, it is

implausible that Nuru signed her evaluation without her knowledge and hid it from her indefinitely. If true, it would mean that Zuniga signed the 2017-18 performance evaluation before any supervisor and falsely attested to a conference on a specific date when that conference with Nuru never actually occurred.

Given that Zuniga blatantly misrepresented her relationship with Nuru in 2013, it is more likely that Zuniga is lying now about her knowledge of his participation in her review after the 2017 policy went into effect. Either way, Zuniga knew she should have reported the relationship and did not. Instead she continued to affirmatively submit reimbursement requests directly to Nuru, inviting further violations of the 2017 policy, as late as December 2019.

3. Prior to 2017, Zuniga Violated Long-Standing City Law and Policy against Favoritism and Appearances of Favoritism

Even before the Policy on Romantic Relationships at Work explicitly required Zuniga to disclose her relationship with Nuru, City law and policy prohibited Nuru's favoritism of Zuniga and obligated her to avoid benefitting from Nuru's decisions about her at work.

Since Zuniga's start date with the City in 2008, the San Francisco Campaign and Governmental Conduct Code has consistently required employees to disclose publicly a "personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned." C&GCC § 2.14 (a). The Code also prohibits knowingly and intentionally assisting or aiding and abetting any other person in a violation this Chapter of the Code. C&GCC §3.236. Although violations of Section 2.14 cannot be enforced directly under the Campaign and Governmental Conduct Code, such violations are still unethical and will support discipline by an appointing officer.

The Statements of Incompatible Activities for DPW and the Mayor's Office both explicitly require department employees to comply with the Campaign and Governmental Conduct Code. The Employee Handbook also prohibits supervisors from participating in employment decisions about a romantic partner and further requires all supervisors and managers to avoid any appearance of favoritism. Plain old commonsense dictates that supervisors should not make decisions about romantic partners at work.

As a result of their sustained romantic relationship and financial entanglements, however, Nuru's involvement in decisions relating to Zuniga's employment undeniably leads a reasonable person to question whether Nuru was acting for the benefit of the public. Zuniga understood all of this, and that is why she denied the relationship when formally confronted with allegations of the relationship in 2013 as she was competing for a permanent civil service position as a Manager IV. If Zuniga had not understand the impropriety of Nuru's supervision of her, she would have had no reason to lie about it. Her active concealment of the relationship followed by years of benefitting from that relationship prove that Zuniga knowingly assisted Nuru in repeated violations Campaign and Governmental Conduct Code Section 2.14(a). While Nuru was obligated to disclose the relationship, Zuniga was also obligated as an employee and as a manager to avoid appearances of favoritism and to take steps to prevent Nuru from making decisions that would undoubtedly be questioned if the relationship were ever disclosed as required.

B. Zuniga Aided and Abetted Nuru's Violations of City Ethics Laws

City law prohibits bribery, including any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act.” C&GCC § 2.16 (a). Zuniga knew that Nuru was accepting gifts from Zhang Li in exchange for Nuru's help with a project in San Francisco. In a recorded conversations, Zuniga listened to Nuru admit to accepting bribes from the developer.

She also heard him describe the opulent vacation Zhang Li provided for him and his daughter in China. Her response was to ask Nuru if his daughter got used it like she did. Zuniga never told Nuru he should not accept the gifts; she only warned him not to talk too much, because “that's what's gonna get you in the end.”

Zuniga admitted to traveling extensively with Nuru. She also admitted that Nuru arranged for contractors to make improvements to her home in Stonyford. Zuniga admitted to being suspicious about how Nuru got the money for construction on his large second home in Stonyford, but she continued to accept money from him each month to cover half the expenses on her own house in Stonyford. According to Zuniga, she had drafted but never finalized paperwork to ensure that if she died, her Stonyford house would go to Nuru. Although Zuniga denied living with Nuru, the facts demonstrate that their relationship was much closer to a common law marriage – with joint habitation of the house in Stonyford and mingled finances – than the friendship/relationship Zuniga described.

Zuniga claimed that she considered reporting Nuru to the Ethics Commission. True or not, she never did. She had far too many financial and romantic incentives to protect Nuru and his activities from scrutiny.

City law also prohibits gifts and loans from subordinates. C&GCC § 2.16(c). Although Nuru should not have accepted the \$25,000 from Zuniga, Zuniga should not have offered it. In her view, the house was half Nuru's, and he was entitled to half the proceeds of the refinance. In her view, they were jointly investing in the smaller Stonyford house as a stepping stone to finishing construction on the larger home. Zuniga admitted at one point that they used her credit history to purchase the house so that Nuru's credit could be used to finish construction of the larger home. Zuniga must have needed the funds, however, because in 2018 she got approval to work a second job at an Amazon warehouse. All of this is normal and expected between romantic partners. They pool resources to achieve joint dreams. It is not normal – it is illegal – between supervisors and subordinates. By concealing the relationship, Zuniga aided and abetted Nuru's violation of the Campaign and Governmental Conduct Code Section 2.16(c).

VII. CONCLUSION

By actively concealing her relationship with Mohammed Nuru, Sandra Zuniga violated basic public integrity policies and principles meant to ensure fair and equitable employment decisions in the public interest. Allowing Nuru to advance her career while she was involved in a romantic relationship with him was harmful to others in City service who might have been as deserving of the advancement she received. No matter how effective Zuniga may otherwise have been as a City employee, her failure to disclose a long-term, intimate relationship with the Director of Public Works casts doubt on her entire City career and undermines employee morale and public confidence in the City's merit system.

If Zuniga was so confident in her abilities, as she energetically stated in her interviews with Investigators, she should have taken steps to have Nuru removed from her supervision to allay any doubt. But she did not. At the same time, she allowed Nuru to become a source of income for her and later for her to become a source of income for him, further clouding decisions she and Nuru made about her employment and about the growing signs that Nuru was engaged in corrupt practices. Government service, especially at the level of visibility and influence held by Zuniga, carries with it a high standard of probity and integrity. Sandra Zuniga failed repeatedly to live up to that standard.

EXHIBIT 2

Dating Guidelines

“In the City, dating between co-workers is permissible if welcome for both employees. However, a romantic relationship between a supervisor and a subordinate is fraught with potential problems. If a supervisor begins or becomes aware of such a romantic relationship, he or she should notify his or her supervisor immediately so that any problems, including potential conflicts of interest, can be avoided.”



DATING AND CONFLICTS OF INTEREST GUIDELINES

In the City and County of San Francisco, dating between co-workers is permissible if welcome for both employees. However, a romantic relationship between a supervisor and a subordinate is fraught with potential problems. If a supervisor begins or becomes aware of such a romantic relationship, he or she should immediately notify his or her supervisor so that any problems, including any conflicts of interest, can be avoided. Supervisors may not make, participate in making, or seek to influence any employment decision involving a person with whom they have a romantic relationship.

If a Commissioner or elected official begins a romantic relationship with a subordinate, he or she should immediately notify the Commission Secretary, Department Head, or Departmental Human Resources Officer.

See also "Conflicts of Interest and Ethical Obligations," CCSF Department of Human Resources Employee Handbook January 2012, page 45. Click here to access the CCSF Employee Handbook:
<http://www.sfdhr.org/modules/showdocument.aspx?documentid=14453>

Revised: 9/2015

Sandra Zuniga Form 700, 2013 – 2019

EXHIBIT 3

COVER PAGE

49.

Please type or print in ink.

NAME OF FILER (LAST) Zuniga (FIRST) Sandra (MIDDLE) A

1. Office, Agency, or Court

Agency Name Department of Public Works
Division, Board, Department, District, if applicable Operations Your Position Assistant Superintendent

► If filing for multiple positions, list below or on an attachment.

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

State Judge or Court Commissioner (Statewide Jurisdiction)
 Multi-County _____ County of San Francisco
 City of San Francisco Other _____

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2011, through December 31, 2011.
-or-
The period covered is _____, through December 31, 2011.
 Assuming Office: Date assumed _____
 Candidate: Election Year _____ Office sought, if different than Part 1: _____
 Leaving Office: Date Left _____ (Check one)
 The period covered is January 1, 2011, through the date of leaving office.
 The period covered is _____, through the date of leaving office.

4. Schedule Summary

Check applicable schedules or "None." ► Total number of pages including this cover page: 1
 Schedule A-1 - Investments - schedule attached Schedule C - Income, Loans, & Business Positions - schedule attached
 Schedule A-2 - Investments - schedule attached Schedule D - Income - Gifts - schedule attached
 Schedule B - Real Property - schedule attached Schedule E - Income - Gifts - Travel Payments - schedule attached
-or-
 None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE
2323 Cesar Chavez St. San Francisco CA 94124
DAYTIME TELEPHONE NUMBER _____ E-MAIL ADDRESS (OPTIONAL) _____

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/19/12 (month, day, year) Signature [Signature] (File the originally signed statement with your filing official.)

h.s.

Date Received
Official Use Only

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) Sandra (FIRST) Ann (MIDDLE)

1. Office, Agency, or Court

Agency Name
Department of Public Works
Division, Board, Department, District, if applicable
Your Position
Assistant Deputy Director

▶ If filing for multiple positions, list below or on an attachment.

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of _____
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual:** The period covered is January 1, 2012, through December 31, 2012.
- or-
- The period covered is _____, through December 31, 2012.
- Assuming Office:** Date assumed _____
- Candidate:** Election year _____ and office sought, if different than Part 1: _____
- Leaving Office:** Date Left _____ (Check one)
- The period covered is January 1, 2012, through the date of leaving office.
- The period covered is _____, through the date of leaving office.

4. Schedule Summary

- Check applicable schedules or "None." ▶ Total number of pages including this cover page: _____
- Schedule A-1 - Investments** – schedule attached
 - Schedule A-2 - Investments** – schedule attached
 - Schedule B - Real Property** – schedule attached
 - Schedule C - Income, Loans, & Business Positions** – schedule attached
 - Schedule D - Income - Gifts** – schedule attached
 - Schedule E - Income - Gifts - Travel Payments** – schedule attached
- or-
- None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
 2323 Cesar Chavez Street San Francisco CA 94124

DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS (OPTIONAL)

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/18/13
(month, day, year)

Signature [Signature]
(File the originally signed statement with your filing official.)

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)
 Zuniga Sandra A

1. Office, Agency, or Court

Agency Name (Do not use acronyms)
 Department of Public Works
 Division, Board, Department, District, if applicable
 Operations
 Your Position
 Assistant Superintendent

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of San Francisco
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual: The period covered is January 1, 2013, through December 31, 2013.
- or-
- The period covered is _____ through December 31, 2013.
- Assuming Office: Date assumed _____
- Leaving Office: Date Left _____ (Check one)
- The period covered is January 1, 2013, through the date of leaving office.
- The period covered is _____ through the date of leaving office.
- Candidate: Election year _____ and office sought, if different than Part 1: _____

4. Schedule Summary

- Check applicable schedules or "None." ► Total number of pages including this cover page: _____
- Schedule A-1 - Investments - schedule attached
 - Schedule A-2 - Investments - schedule attached
 - Schedule B - Real Property - schedule attached
 - Schedule C - Income, Loans, & Business Positions - schedule attached
 - Schedule D - Income - Gifts - schedule attached
 - Schedule E - Income - Gifts - Travel Payments - schedule attached
- or-
- None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
 2323 Cesar Chavez Street San Francisco CA 94124

DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS (OPTIONAL)
 [Redacted] [Redacted]

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 02/25/2014
 (month, day, year)

Signature _____
 (We the originally signed statement with our filing official.)

STATEMENT OF ECONOMIC INTERESTS

Date Initial Filing Received
 Official Use Only

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) Zuniga (FIRST) Sandra (MIDDLE) Ann

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Public Works Operations Assistant Deputy Director
 Division, Board, Department, District, if applicable Your Position

▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of SAN FRANCISCO
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual: The period covered is January 1, 2014, through December 31, 2014.
- or-
- The period covered is ____/____/____, through December 31, 2014.
- Assuming Office: Date assumed ____/____/____
- Candidate: Election year _____ and office sought, if different than Part 1: _____
- Leaving Office: Date Left ____/____/____ (Check one)
- The period covered is January 1, 2014, through the date of leaving office.
- The period covered is ____/____/____, through the date of leaving office.

4. Schedule Summary

Check applicable schedules or "None."

▶ Total number of pages including this cover page: _____

- Schedule A-1 - Investments - schedule attached
- Schedule A-2 - Investments - schedule attached
- Schedule B - Real Property - schedule attached
- Schedule C - Income, Loans, & Business Positions - schedule attached
- Schedule D - Income - Gifts - schedule attached
- Schedule E - Income - Gifts - Travel Payments - schedule attached

-or-
 None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS 2323 Cesar Chavez St. STREET CITY San Francisco STATE CA ZIP CODE 94124
 (Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER _____ E-MAIL ADDRESS _____

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/30/15 Signature [Signature]
 (month, day, year) (File the originally signed statement with your filing official.)

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) Luniga (FIRST) Sandra (MIDDLE) Ann

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Public Works
 Division, Board, Department, District, if applicable

Assistant Superintendent
 Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of San Francisco
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual:** The period covered is January 1, 2015, through December 31, 2015.
- or-
- The period covered is _____, through December 31, 2015.
- Assuming Office:** Date assumed _____
- Candidate:** Election year _____ and office sought, if different than Part 1: _____
- Leaving Office:** Date Left _____ (Check one)
- The period covered is January 1, 2015, through the date of leaving office.
- or-
- The period covered is _____, through the date of leaving office.

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

- Schedule A-1 - Investments** – schedule attached
- Schedule A-2 - Investments** – schedule attached
- Schedule B - Real Property** – schedule attached
- Schedule C - Income, Loans, & Business Positions** – schedule attached
- Schedule D - Income – Gifts** – schedule attached
- Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or-
 None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE
Public Works 2323 Cesar Chavez Street San Francisco CA 94124
 DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS
 [REDACTED] [REDACTED]

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/30/16 Signature [Signature]
 (month, day, year) (File the originally signed statement with your filing official.)

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) Zuniga (FIRST) Sandra (MIDDLE) Ann

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Public Works
 Division, Board, Department, District, if applicable

Assistant Superintendent
 Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of SAN FRANCISCO
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2016, through December 31, 2016.

-or-
 The period covered is _____, through December 31, 2016.

Leaving Office: Date Left ____/____/____
 (Check one)

The period covered is January 1, 2016, through the date of leaving office.

-or-
 The period covered is _____, through the date of leaving office.

Assuming Office: Date assumed ____/____/____

Candidate: Election year _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

- Schedule A-1 - Investments** – schedule attached
- Schedule A-2 - Investments** – schedule attached
- Schedule B - Real Property** – schedule attached
- Schedule C - Income, Loans, & Business Positions** – schedule attached
- Schedule D - Income – Gifts** – schedule attached
- Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or-

None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
2323 Cesar Chavez Street SAN FRANCISCO CA 94124

DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS
 [REDACTED] [REDACTED]

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/30/17
 (month, day, year)

Signature [Signature]
 (File the original signed statement with your filing official.)

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

Date Initial Filing Received
 Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) Zuniga (FIRST) Sandra (MIDDLE) Ann

1. Office, Agency, or Court

Agency Name (Do not use acronyms) Public Works Your Position Fix-it Director (0932)
 Division, Board, Department, District, if applicable

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of San Francisco
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual:** The period covered is January 1, 2017, through December 31, 2017.
- or-
- The period covered is _____, through December 31, 2017.
- Assuming Office:** Date assumed _____
- Candidate:** Date of Election _____ and office sought, if different than Part 1: _____
- Leaving Office:** Date Left _____ (Check one)
- The period covered is January 1, 2017, through the date of leaving office.
- or-
- The period covered is _____, through the date of leaving office.

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

- Schedule A-1 - Investments** – schedule attached
- Schedule A-2 - Investments** – schedule attached
- Schedule B - Real Property** – schedule attached
- Schedule C - Income, Loans, & Business Positions** – schedule attached
- Schedule D - Income – Gifts** – schedule attached
- Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or-
 None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE
2323 Clearchavez Street San Francisco CA 94124

DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/30/18 Signature [Signature]
 (month, day, year) (File the originally signed statement with your filing official.)

COVER PAGE

A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) Lumiga (FIRST) Sandra (MIDDLE) A
2019 MAR 7 PM 4:19
SAN FRANCISCO PUBLIC WORKS
DIRECTOR'S OFFICE

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Public Works

Division, Board, Department, District, if applicable

Fix It Director

Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

- State
- Multi-County _____
- City of San Francisco
- Judge or Court Commissioner (Statewide Jurisdiction)
- County of _____
- Other _____

3. Type of Statement (Check at least one box)

- Annual: The period covered is January 1, 2018, through December 31, 2018.
- Leaving Office: Date Left ____/____/____ (Check one circle.)
- or-
- The period covered is ____/____/____, through December 31, 2018.
- Assuming Office: Date assumed ____/____/____
- The period covered is January 1, 2018, through the date of leaving office.
- or-
- The period covered is ____/____/____, through the date of leaving office.
- Candidate: Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

- Schedule A-1 - Investments - schedule attached
- Schedule C - Income, Loans, & Business Positions - schedule attached
- Schedule A-2 - Investments - schedule attached
- Schedule D - Income - Gifts - schedule attached
- Schedule B - Real Property - schedule attached
- Schedule E - Income - Gifts - Travel Payments - schedule attached

-or- None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
1 Carlton B. Goodlett Dr. #084 San Francisco CA 94112

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/6/19
(month, day, year)

Signature [Signature]
(File the originally signed paper statement with your filing official.)

Exhibit J



DATE: July 24, 2020
TO: Alaric Degrafinried, Acting Public Works Director
FROM: Paul Greene, Principal HR Consultant Department of Human Resources
SUBJECT: *Skelly* Report on the Proposed Termination of Ms. Sandra Zuniga

The Department of Public Works (DPW) has proposed that Sandra Zuniga, 0932 Manage IV, be terminated from her permanent civil service position (PCS) for:

- Violation of the City’s 2017 Policy on Family & Romantic Relationships at Work;
- Unethical Conduct;
- Dishonesty;
- Violation of the San Francisco Campaign and Governmental Conduct Code; and
- Failure in their Duty to Report Improper or Criminal Activity.

On July 2, 2020, DPW informed Ms. Zuniga of its intent to terminate her from her PCS position. A *Skelly* meeting was held on July 17, 2020 to give Ms. Zuniga an opportunity to respond to the charges. Present at the *Skelly* Hearing were:

- Dow Patten, Ms. Zuniga’s Attorney
- Rebecca Sherman, DHR EEO Programs Manager on behalf of DPW
- Paul Greene, Principal HR Consultant- *Skelly* Officer
- Christine Salam, Senior HR Consultant-Note Taker

Ms. Zuniga chose not appear at the hearing. When asked why Ms. Zuniga was not present to respond to the charges, Mr. Patten responded that her reasons for not attending were protected by attorney-client privilege and he would be responding on her behalf.

After careful consideration of the information DPW provided in support of the proposed discipline as well as the response provided by Ms. Zuniga’s attorney, I concur with the charges and find that the proposed discipline is appropriate.

Background

On May 27, 2008, Ms. Zuniga was hired as a 2917 Program Support Analyst by DPW. At the time, Mohammed Nuru was the Deputy Director of Operations at DPW and her direct supervisor. In 2008, Ms. Zuniga began a romantic relationship with Nuru.

The City Attorney’s Office began investigating Ms. Zuniga after reviewing statements attributed to an unnamed “Girlfriend 1” in federal wiretaps quoted in a criminal complaint filed on January 15, 2020 against Nuru.

On February 11, 2020, the City placed Ms. Zuniga on administrative leave. Ms Zuniga participated in investigatory interviews in March 2020.

On June 8, 2020, the FBI publicly released a criminal complaint against Ms. Zuniga where she was accused of conspiring with Nuru to launder the proceeds of bribes through her personal bank accounts. On June 10, 2020, the City released Ms. Zuniga from her permanent exempt manager position.

Review of the Charges

On June 15, 2020, the City Attorney's Office (CAT) issued their findings on their investigation into the conduct of Ms. Zuniga. While Ms. Zuniga was federally charged with conspiring with Nuru to launder the proceeds of bribes through her bank account, the CAT investigation did not specifically cover those criminal charges and those charges do not provide a basis for the report's findings that Ms. Zuniga "continuously violated City policy..."

Charge 1: Violation of the City's Policy on Family and Romantic Relationships at Work

When questioned about her relationship with Nuru during a 2013 whistleblower investigation, Ms. Zuniga lied to investigators and denied she was in a relationship. Her false denials also influenced City investigators to dismiss two subsequent investigations in 2016. Every City employee is obligated to be truthful when questioned during an investigation, and Ms. Zuniga failed in her duty of honesty. The Civil Service Commission adopted a policy on Family and Romantic Relationships at work in 2017, updating an existing policy, under which both a supervisor and subordinate in a romantic relationship had an obligation to report the relationship.

The CAT's investigation found that Ms. Zuniga continuously failed to disclose her relationship with Nuru despite receiving trainings on City Ethics rules and having full knowledge of the City's Policy on Family and Romantic Relationship at Work. Ms. Zuniga personally benefiting from Nuru's involvement in employment decisions affecting her when Nuru approved raises, promotions, bonus, reimbursement requests and performance evaluations.

During the *Skelly* hearing, Mr. Patten argued that Ms. Zuniga cannot be disciplined for lying and not disclosing her relationship with Nuru because he claimed "everybody knew" about the relationship. Even if this was true, Ms. Zuniga was still obligated to affirmatively report the relationship herself. Her continued concealment of her relationship with Nuru was a clear violation of City policies. This violation, standing alone and coupled with her dishonesty and concealment, is sufficient basis for terminating Ms. Zuniga's employment as a high-level manager for the City.

Charge 2: Unethical Conduct

As discussed above and in the investigative report, Ms. Zuniga repeatedly benefitted from her relationship with Nuru by his involvement in her performance evaluations, approving salary increases and promotions, approving reimbursement requests, and granting her leave to accept promoted appointments. Under the City's 2017 Policy on Family and Romantic Relationship at work as well as the City's Charter, Employee Handbook, and the Campaign and Government Code, Ms. Zuniga had an ethical obligation to report her relationship. Ms. Zuniga failed in her duty and created the appearance of favoritism in the workplace and violated the public's trust.

Ms. Zuniga was aware that Nuru was receiving gifts from individuals who conduct business with the City. During the *Skelly* hearing, Mr. Patten argued that Ms. Zuniga had no way of knowing Nuru's acts were wrong and should not be expected to investigate Nuru's behavior. Her responses during the investigation demonstrate that she knew Nuru's actions were unethical and violated multiple City policies yet she failed her ethical responsibility and obligation to report on the matter. This violation, standing alone, is sufficient basis for terminating Ms. Zuniga's employment as a high-level manager for the City.

Charge 3: Dishonesty

As discussed above in Charge 1 and in the City Attorney’s findings, Ms. Zuniga was dishonest in the 2013 whistleblower investigation. She continued to be dishonest in the 2020 investigatory interview when she said she did not believe she needed to report her relationship despite acknowledging receiving the 2017 Policy on Family and Romantic Relationships at Work and completing trainings on the City’s Ethics policies. Ms. Zuniga attempted to downplay her knowledge of Nuru’s corruption, but her recorded conversations clearly demonstrated this to be untrue. Ms. Zuniga’s pattern of dishonesty throughout her City career is unacceptable for any City employee and especially for a high-level manager, who should demonstrate integrity and honesty at all times. Ms. Zuniga’s dishonesty and concealment over years of her employment, standing alone, is sufficient basis for terminating her employment as a high-level manager for the City.

Charge 4: Violation of the San Francisco Campaign and Governmental Conduct Code

As stated in the Skelly notice, City law prohibits, in pertinent part: (1) bribery, including accepting any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act” (C&GCC § 3.216.(a)); (2) gifts and loans from subordinates (C&GCC § 3.216.(c)); (3) employees from participating in employment actions involving a relative (C&GCC § 3.212.(a)); and (4) knowingly and intentionally assisting, or otherwise aiding or abetting any other person in violating the Campaign and Governmental Conduct Code, Chapter 2. (C&GCC § 3.236.)

City law also requires employees (5) to disclose publicly a “personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned.” (C&GCC § 3.214(a)); and (6) in “Disclosure Category 1” to disclose all income, including gifts. (C&GCC § 3.1.107.) The Statements of Incompatible Activities for both DPW and the Mayor’s Office explicitly require employees to comply with the Campaign and Governmental Conduct Code.

Ms. Zuniga knew Nuru was accepting improper gifts, and she accompanied Nuru on multiple trips with individuals who regularly do business with the City. Ms. Zuniga accepted monthly payments from Nuru to cover expenses on her house. She also offered Nuru \$25,000, which he accepted. Ms. Zuniga’s concealment of her romantic relationship with Nuru while he was actively participating in beneficial employment decisions, her financial dealings with Nuru, and her failure to report Nuru’s actions represent serious violations of the Campaign and Governmental Conduct Code. This violation, standing alone, is sufficient basis for terminating her employment as a high-level manager for the City.

Charge 5: Failing in her Duty to Report Improper or Criminal Activity

All City employees have the duty to report any suspected improper or illegal activity involving their department or another City department. Ms. Zuniga acknowledge she was suspicious about Nuru’s actions, yet took no action to report it. Indeed, M. Zuniga warned Mr. Nuru to stop talking about it, i.e., to conceal it. Ms. Zuniga’s behavior demonstrate a clear failure in her duty to report. This violation of her duty to report improper or criminal activity, standing alone and coupled with her actions encouraging cover-up of Nuru’s behavior, is sufficient basis for terminating her employment as a high-level manager for the City.

Discussion & Recommendation

Throughout the Skelly hearing, Mr. Patten spoke at length that Ms. Zuniga should not be dismissed from employment because other City officials knew about her relationship with Nuru. Mr. Patten also argued that Ms. Zuniga had no way of knowing that Nuru’s actions were improper and the City cannot take action

against her until criminal proceedings against Nuru and Ms. Zuniga are completed. Mr. Patten also alleged that City has discriminated against Ms. Zuniga by disciplining her more severely than other male employees in similar situations, but did not provide specific evidence or evidence of similarly-situated employees to support this claim.

Ms. Zuniga, though her attorney, attempted to deflect or downplay any wrongdoing on her part. Whatever knowledge other City officials had about her relationship with Nuru, it does not eliminate her obligation to report her relationship. Her continued dishonesty about her relationship and her failure to take any responsibility for her actions is unacceptable for any City employee, and particularly a high-level manager. Recordings of conversations with Nuru clearly demonstrate she knew Nuru was engaged in improper behavior and yet took no action, and indeed urged him to conceal his conduct. The CAT investigation convincingly supported each of the charges against Ms. Zuniga. Each of the charges, individually, supports the recommendation to dismiss Ms. Zuniga from employment. Her refusal to take accountability and deflect her ethical and legal responsibilities to others demonstrates the decision to terminate her employment is justified.

Exhibit K



Via Certified Mail # [REDACTED]
U.S. Mail, & Electronic Mail
zuniga.sandra@hotmail.com

August 6, 2020

London N. Breed
Mayor

Alaric Degrafinried
Acting Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Sandra Zuniga
[REDACTED]

Re: Notice of Dismissal from Employment

Dear Sandra Zuniga:

By receipt of this letter, you are notified that effective close of business day Thursday, August 6, 2020, you are dismissed from your employment as a permanent civil service (PCS) 0932 Manager IV with San Francisco Public Works (Department).

The grounds for dismissal are as follows:

1. Violation of the City's 2017 Policy on Family & Romantic Relationships at Work;
2. Unethical Conduct;
3. Dishonesty;
4. Violation of the San Francisco Campaign and Governmental Conduct Code; and
5. Failing in your Duty to Report Improper or Criminal Activity.

On July 17, 2020, your representative, Dow Patten attended the *Skelly* hearing on your behalf. Enclosed is a copy of the *Skelly* hearing officer's recommendation stating that you should be dismissed from your employment. After carefully reviewing all the information and materials in this matter, I concur with the *Skelly* hearing officer's recommendation.

You were found to have: (1) violated the City's 2017 Policy on Family & Romantic Relationships at Work; (2) engaged in unethical conduct in failing to disclose your relationship with Mohammed Nuru and allowing Mr. Nuru to continue to make or participate in employment decisions that benefited you, thereby failing in your duty as a manager to avoid the appearance of favoritism in the workplace; (3) been repeatedly dishonest during investigatory interviews; (4) violated the San Francisco Campaign and Governmental Conduct code; and (5) failed in your duty to report improper or criminal activity despite acknowledging you suspected Mr. Nuru's actions were improper or illegal.

Enclosed please find the following:

1. "Separation Report" stating that you are being dismissed from your PCS 0932 position;
2. "Notice of Future Employment Restrictions;" and
3. *Skelly* Report on the Proposed Termination.

Any accrued vacation pay you may have remaining will be paid out to you within 30 days of the last day of your employment.

If you have health benefits questions, please call Health Services at (415) 554-1750. If you have San Francisco Employees' Retirement System (SFERS) or Deferred Compensation questions, please call SFERS Member Services at (415) 487-7000.

The City's Employee Assistance Program (EAP) is available to former employees, up to 30 days past the former employee's separation date. Attached is the EAP brochure.

If you have any questions, you can contact Svetlana Vaksberg, Employee and Labor Relations Division Director, City Administrator Human Resources (CAHR) at (415) 554-6009.

Sincerely,



Julia Dawson for
Alaric Degrafinried
Acting Director, San Francisco Public Works

Enclosures: As stated

cc: Chanda Ikeda, Director, City Administrator Human Resources (CAHR)
Svetlana Vaksberg, Employee and Labor Relations Division Director, CAHR
Raquel Silva, Executive Director, San Francisco Municipal Executive Association
Dow W. Patten, *Esq.*, Law Offices of Smith Patten
Galia Z. Amram, *Esq.*, Durie Tangri LLP
Personnel File



DEPARTMENT OF HUMAN RESOURCES

INSTRUCTIONS: Please complete the Separation Report to:

- 1. Document internal departmental processes. Please do not send to DHR.
2. Document that the employee separation is not a complete separation from City service, Separation Report must be completed by the sending department and submitted to the receiving department to be attached to the AP ESR.
3. To process a layoff. Please send to the DHR layoff coordinator.
4. To administer a settlement agreement involving the separation of the employee-submit documentation to your Client Services Representative. (Reference TER_RZA)*

Date of Request: 08/05/2020

Department Contact: Lynn Kovacic Email: lynn.kovacic@sfdpw.org Phone: (415) 554-6000

SECTION I: PERSONAL AND JOB INFORMATION

Name (Last, First, M.I.): Zuniga, Sandra A Employee I.D.: [Redacted]

Job Code: 0932 Job Title:

Position Number: 01122839 Hourly Rate: \$82.6500 Step: Effective Date: 08/07/2020

Empl. Class: PCS Work Schedule: Full-Time

Is the employee serving a probationary period at the time of the separation? Yes No

Is this a complete separation from City and County Service? Yes No

If no, continuing in:

Department Code: (Select One) Status: Job Code: Effective Date:

Is employee granted leave pursuant to Civil Service Rule 120.31? Yes No

If no, is employee a transfer? No Yes, type of Transfer: (Select One)

SECTION II: SEPARATION INFORMATION

Resignation

Satisfactory Services (TER_RSS)

Unsatisfactory Services (TER_RUS) (Form DHR 1-13 must be on file)

By the appointee: I hereby freely and voluntarily resign from the above position. I request approval of this resignation as of the effective date with the full understanding that once approved, I may acquire another position in this class only as provided in the rules of the Civil Service Commission (see employee copy and CSC Rules 114&119).

Employee Signature

Date

Lay-off

Involuntary Leave (PCS_LIL)

Elective Involuntary Leave (PCS_EIL)

Involuntary Lay-off (PCS_LIO)

Voluntary Lay-off (PCS_LVO)

(PV & EX Only): (Select One)

Reason for lay-off: (Select One)

Employee acknowledges receipt of the DHR information leaflet.

Employee Signature

Date

SEPARATION REPORT

DEPARTMENT USE ONLY

Termination

Settlement Agreement (TER_RZA)
*(Separation Report and Settlement Agreement must be forwarded to Client Services Rep.)

Release from appointment:

Release from probation:

Dismissal:

Terminated for cause (TFC) (TPV,NCS, & Exempts only)

Automatic Resignation (ARS)

Never Reported to Work (DSH)

Death of an employee (DEA)

Other (Specify): _____

Retirement:

DEPARTMENT CERTIFICATION

The Appointing Officer/Authorized Designee named below hereby certifies that the information provided on this Separation Report is accurate, complete, and in compliance with applicable CCSF rules and policies.



415-554-6000

Appointing Officer/Authorized Designee Signature

Telephone

Name/Title: Svetlana Vaksberg, Employee and Labor Relations Division Director

Department Number: 90 Department Name: SFPW

Personnel File Forwarded? Yes No

Forwarded to:

Department: _____ Contact: _____

DHR USE ONLY

Action Pending? Yes No

Analyst Name

Telephone

SR Ref Number: _____ Holdover Canvass: _____

Reference Number used for layoff actions: _____

City and County of San Francisco
 Micki Callahan
 Human Resources Director



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

NOTICE OF FUTURE EMPLOYMENT RESTRICTIONS

Sandra A . Zuniga
 Employee Name

 Street Address

 City State Zip

August 6, 2020
 Mailing Date
San Francisco Public Works
 Department/Division
PCS
 Type of Appointment

This notice is to inform you that a future employment restriction is being imposed along with your separation action, or with the action of automatic resignation, reported to the Department of Human Resources separating you from your position in Class 0932 Title Manager IV, effective 08/07/2020, for the reasons outlined in the attached document(s).

The items checked below are the restrictions made by the department on your future employability for positions covered by the San Francisco civil service system:

<input type="checkbox"/> No Restrictions on Employment	<input checked="" type="checkbox"/> Citywide	<input type="checkbox"/> Department(s): _____
<input checked="" type="checkbox"/> Permanent Restriction	<input type="checkbox"/> DOT/SAPP	<input type="checkbox"/> Job Code(s): _____
<input type="checkbox"/> Conditional Restriction	<input type="checkbox"/> Cancel Current Examination & Eligibility Status	

Conditional restrictions may be lifted by proving you have satisfactorily met the following requirements:

Requirement Type	Description:	Level of Measurement:	Measurement Value:
CER: Certification			
EXP: Work Experience			
LIC: Licensure			
SAP: Substance Abuse Program			
Other:			

In addition to the noted conditional restrictions, you are also restricted from specific attributes of a job class and/or department until you satisfactorily prove you meet the requirements to lift the restriction(s) as noted below:

Future Employment Restrictions	Description:	Level of Measurement:	Measurement Value:
001: Vehicle/Heavy Machinery			
002: Vulnerable Populations			
003: Face to Face Contact w/Public			
004: Contact w/Animals			
005: Signing/Approving City Docs			
006: Financial Instruments			
007: Confidential/Privileged Information			
008: IT Infrastructure			
009: Means of Entry to Living Spaces			
010: Pharmaceutical/Drug Inventory			
011: CDC Defined Toxins			
012: Weapons/Explosives			
013: City Property Valued > \$100			

014: Electronic Voting Systems

You may request a hearing before the Civil Service Commission on your future employability with the City and County of San Francisco. The Civil Service Commission has the authority to remove restrictions or impose additional restrictions on your future employability. You may request a hearing for review of any restrictions on your future employability with the Civil Service Commission within 20 calendar days of the mailing date of this notice or from the date of separation, whichever is later. The request must be submitted in writing to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102 by 8/26/2020. Requests received after this date will not be considered and your right to a hearing will be forfeited. If you do not request a hearing or file an appeal, the Human Resources Director will take final administrative action to confirm the restriction(s) in effect on the date of separation (Note: Future Employment Restriction(s) effective immediately).

If this matter is subject to the Code of Civil Procedures (CCP) Section 1094.5, the time by which judicial review must be sought is set forth in CCP Section 1094.6. (SEE BELOW)

List #: 059865	Rank #: 1	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> Final	Status of Action
DSW: [REDACTED]		DocuSigned by:		
Emp Organization: MEA		<i>Julia Dawson</i>		
		AC312E8341B64A0...		
METHOD OF SERVICE:		SIGNATURE		
<input type="checkbox"/> Hand Delivered		Julia Dawson for Alaric Degrafinried		
<input checked="" type="checkbox"/> Certified Mail	[REDACTED]	NAME		
		Acting Director, San Francisco Public Works		
		TITLE		

INFORMATION FOR FORMER EMPLOYEE FOLLOWING SEPARATION

1. This document serves as an official notice of future employment restrictions imposed with the Notice of Automatic Resignation from Employment to the former employee or with a Separation Action that is subject to the provisions of a collective bargaining agreement, to the Civil Service Commission, and the Department of Human Resources.
2. A separated employee may request a hearing before the Civil Service Commission only for review of any restrictions on their future employability with the City and County of San Francisco.
3. Such appeals or requests for hearing must be in writing and received from the employee or the employee's representative by the date specified on this notice, or within twenty (20) calendar days from the mailing date of this notice, or the effective date of the separation, whichever is later. The request must be submitted to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.
4. An employee who requests a hearing within the time limits is entitled to:
 - a. Representation by an attorney or authorized representative of her/his own choice.
 - b. Notification of date, time, and place of hearing at a reasonable time in advance.
 - c. Inspection by the employee's attorney or authorized representative of those records and materials on file with the Civil Service Commission which relate to the restrictions on future employability.
5. Any interested party may request that the hearing be continued or postponed.
6. The decision of the Civil Service Commission is final and not subject to reconsideration.
7. In the absence of a timely request for a hearing as provided above, no later request for a hearing will be considered.

DEPARTMENT INSTRUCTIONS FOR COMPLETING FORM DHR 1-13E

- Refer to related provisions of appropriate collective bargaining agreements
- Refer to CSC Rule 122, Article VI: Absence From Duty Without Leave (Misc)
- Refer to CSC Rule 222, Article IV: Absence From Duty Without Leave (UPPD)
- Refer to CSC Rule 322, Article VI: Absence From Duty Without Leave (UPFD)

Use this form when:

The appointing officer or Human Resources Director has taken action of automatic resignation on an employee on the basis of abandonment of position, regardless of employment status; and/or the separation action is subject to the provisions of the collective bargaining agreement.

Complete the information on the top section of the form: Name, Address, City, State, Zip, Mailing Date, Department/Division, Type of Appointment, Type of Separation.

In the first paragraph of the notice, enter the Class Number, Title and effective date of the separation.

If there are no restrictions imposed with the separation, the box *“no restrictions on future employability,”* must be checked to indicate this action, and attach applicable documents, e.g., a settlement agreement.

Indicate the restrictions on future employability by checking the appropriate boxes. If the restrictions are conditional, you must complete the section on the requirements needed to lift the restrictions, including the level of measurement (entry, journey, etc.) and values (length of time in months, years, etc.) of the requirements.

If Future Employment Restrictions are included, complete that section including details on the requirements needed to lift the restrictions. Attach a copy of all separation-related letters and supporting documentation. Documentation must provide justification and the rationale for the imposed restrictions.

The separated employee may request a hearing for review of any restrictions on his/her future employability. Indicate the date by which the appeal must be filed in the space provided. Consistent with the separation action, count twenty (20), or thirty (30), calendar days from the mailing date of the notice or the effective date of release, whichever is applicable. When counting the days, count the day after the mailing date as the first day.

Complete the information on the bottom section of the form: Rank, List#, DSW#, and Employee Organization. Check the method of service used and tracking # if applicable.

Indicate status of action:

- Select “Pending” if Notice of Future Employment Restrictions is subject to the provisions of a collective bargaining agreement
- Select “Final” if the status is not subject to the provisions of a collective bargaining agreement, or to update a previously reported “Pending” action.

Type in the name and title of the appointing officer. The appointing officer must sign the form.

Send the *original* Notice of Future Employment Restrictions along with the *original* Notice of Automatic Resignation from Employment (DHR 1-48a) to the employee. Make two sets of copies of the notices; send one set of *copy* to DHR - Client Services along with the *original* Separation Report (DHR Form 1-67); and retain the other set of *copy* in the Official Employee Personnel Folder.

Reminder: Imposed restrictions on future employability are effective immediately, and must be reported to DHR – Client Services concurrent with the departmental notice to separate the employee. This will enable timely and appropriate updates to DHR systems and other dependent programs, such as exams, adoptions of eligible lists, citywide recruitments, and certifications/referrals.



DATE: July 24, 2020
TO: Alaric Degrafinried, Acting Public Works Director
FROM: Paul Greene, Principal HR Consultant Department of Human Resources
SUBJECT: *Skelly* Report on the Proposed Termination of Ms. Sandra Zuniga

The Department of Public Works (DPW) has proposed that Sandra Zuniga, 0932 Manage IV, be terminated from her permanent civil service position (PCS) for:

- Violation of the City’s 2017 Policy on Family & Romantic Relationships at Work;
- Unethical Conduct;
- Dishonesty;
- Violation of the San Francisco Campaign and Governmental Conduct Code; and
- Failure in their Duty to Report Improper or Criminal Activity.

On July 2, 2020, DPW informed Ms. Zuniga of its intent to terminate her from her PCS position. A *Skelly* meeting was held on July 17, 2020 to give Ms. Zuniga an opportunity to respond to the charges. Present at the *Skelly* Hearing were:

- Dow Patten, Ms. Zuniga’s Attorney
- Rebecca Sherman, DHR EEO Programs Manager on behalf of DPW
- Paul Greene, Principal HR Consultant- *Skelly* Officer
- Christine Salam, Senior HR Consultant-Note Taker

Ms. Zuniga chose not appear at the hearing. When asked why Ms. Zuniga was not present to respond to the charges, Mr. Patten responded that her reasons for not attending were protected by attorney-client privilege and he would be responding on her behalf.

After careful consideration of the information DPW provided in support of the proposed discipline as well as the response provided by Ms. Zuniga’s attorney, I concur with the charges and find that the proposed discipline is appropriate.

Background

On May 27, 2008, Ms. Zuniga was hired as a 2917 Program Support Analyst by DPW. At the time, Mohammed Nuru was the Deputy Director of Operations at DPW and her direct supervisor. In 2008, Ms. Zuniga began a romantic relationship with Nuru.

The City Attorney’s Office began investigating Ms. Zuniga after reviewing statements attributed to an unnamed “Girlfriend 1” in federal wiretaps quoted in a criminal complaint filed on January 15, 2020 against Nuru.

On February 11, 2020, the City placed Ms. Zuniga on administrative leave. Ms Zuniga participated in investigatory interviews in March 2020.

On June 8, 2020, the FBI publicly released a criminal complaint against Ms. Zuniga where she was accused of conspiring with Nuru to launder the proceeds of bribes through her personal bank accounts. On June 10, 2020, the City released Ms. Zuniga from her permanent exempt manager position.

Review of the Charges

On June 15, 2020, the City Attorney's Office (CAT) issued their findings on their investigation into the conduct of Ms. Zuniga. While Ms. Zuniga was federally charged with conspiring with Nuru to launder the proceeds of bribes through her bank account, the CAT investigation did not specifically cover those criminal charges and those charges do not provide a basis for the report's findings that Ms. Zuniga "continuously violated City policy..."

Charge 1: Violation of the City's Policy on Family and Romantic Relationships at Work

When questioned about her relationship with Nuru during a 2013 whistleblower investigation, Ms. Zuniga lied to investigators and denied she was in a relationship. Her false denials also influenced City investigators to dismiss two subsequent investigations in 2016. Every City employee is obligated to be truthful when questioned during an investigation, and Ms. Zuniga failed in her duty of honesty. The Civil Service Commission adopted a policy on Family and Romantic Relationships at work in 2017, updating an existing policy, under which both a supervisor and subordinate in a romantic relationship had an obligation to report the relationship.

The CAT's investigation found that Ms. Zuniga continuously failed to disclose her relationship with Nuru despite receiving trainings on City Ethics rules and having full knowledge of the City's Policy on Family and Romantic Relationship at Work. Ms. Zuniga personally benefiting from Nuru's involvement in employment decisions affecting her when Nuru approved raises, promotions, bonus, reimbursement requests and performance evaluations.

During the *Skelly* hearing, Mr. Patten argued that Ms. Zuniga cannot be disciplined for lying and not disclosing her relationship with Nuru because he claimed "everybody knew" about the relationship. Even if this was true, Ms. Zuniga was still obligated to affirmatively report the relationship herself. Her continued concealment of her relationship with Nuru was a clear violation of City policies. This violation, standing alone and coupled with her dishonesty and concealment, is sufficient basis for terminating Ms. Zuniga's employment as a high-level manager for the City.

Charge 2: Unethical Conduct

As discussed above and in the investigative report, Ms. Zuniga repeatedly benefitted from her relationship with Nuru by his involvement in her performance evaluations, approving salary increases and promotions, approving reimbursement requests, and granting her leave to accept promoted appointments. Under the City's 2017 Policy on Family and Romantic Relationship at work as well as the City's Charter, Employee Handbook, and the Campaign and Government Code, Ms. Zuniga had an ethical obligation to report her relationship. Ms. Zuniga failed in her duty and created the appearance of favoritism in the workplace and violated the public's trust.

Ms. Zuniga was aware that Nuru was receiving gifts from individuals who conduct business with the City. During the *Skelly* hearing, Mr. Patten argued that Ms. Zuniga had no way of knowing Nuru's acts were wrong and should not be expected to investigate Nuru's behavior. Her responses during the investigation demonstrate that she knew Nuru's actions were unethical and violated multiple City policies yet she failed her ethical responsibility and obligation to report on the matter. This violation, standing alone, is sufficient basis for terminating Ms. Zuniga's employment as a high-level manager for the City.

Charge 3: Dishonesty

As discussed above in Charge 1 and in the City Attorney’s findings, Ms. Zuniga was dishonest in the 2013 whistleblower investigation. She continued to be dishonest in the 2020 investigatory interview when she said she did not believe she needed to report her relationship despite acknowledging receiving the 2017 Policy on Family and Romantic Relationships at Work and completing trainings on the City’s Ethics policies. Ms. Zuniga attempted to downplay her knowledge of Nuru’s corruption, but her recorded conversations clearly demonstrated this to be untrue. Ms. Zuniga’s pattern of dishonesty throughout her City career is unacceptable for any City employee and especially for a high-level manager, who should demonstrate integrity and honesty at all times. Ms. Zuniga’s dishonesty and concealment over years of her employment, standing alone, is sufficient basis for terminating her employment as a high-level manager for the City.

Charge 4: Violation of the San Francisco Campaign and Governmental Conduct Code

As stated in the Skelly notice, City law prohibits, in pertinent part: (1) bribery, including accepting any gift to a City employee with the “intent that the City officer or employee will be influenced thereby in the performance of any official act” (C&GCC § 3.216.(a)); (2) gifts and loans from subordinates (C&GCC § 3.216.(c)); (3) employees from participating in employment actions involving a relative (C&GCC § 3.212.(a)); and (4) knowingly and intentionally assisting, or otherwise aiding or abetting any other person in violating the Campaign and Governmental Conduct Code, Chapter 2. (C&GCC § 3.236.)

City law also requires employees (5) to disclose publicly a “personal . . . relationship with any individual who is the subject of or has an ownership or financial interest in the subject of a governmental decision being made by the officer or employee where as a result of the relationship, the ability of the officer or employee to act for the benefit of the public could reasonably be questioned.” (C&GCC § 3.214(a)); and (6) in “Disclosure Category 1” to disclose all income, including gifts. (C&GCC § 3.1.107.) The Statements of Incompatible Activities for both DPW and the Mayor’s Office explicitly require employees to comply with the Campaign and Governmental Conduct Code.

Ms. Zuniga knew Nuru was accepting improper gifts, and she accompanied Nuru on multiple trips with individuals who regularly do business with the City. Ms. Zuniga accepted monthly payments from Nuru to cover expenses on her house. She also offered Nuru \$25,000, which he accepted. Ms. Zuniga’s concealment of her romantic relationship with Nuru while he was actively participating in beneficial employment decisions, her financial dealings with Nuru, and her failure to report Nuru’s actions represent serious violations of the Campaign and Governmental Conduct Code. This violation, standing alone, is sufficient basis for terminating her employment as a high-level manager for the City.

Charge 5: Failing in her Duty to Report Improper or Criminal Activity

All City employees have the duty to report any suspected improper or illegal activity involving their department or another City department. Ms. Zuniga acknowledge she was suspicious about Nuru’s actions, yet took no action to report it. Indeed, M. Zuniga warned Mr. Nuru to stop talking about it, i.e., to conceal it. Ms. Zuniga’s behavior demonstrate a clear failure in her duty to report. This violation of her duty to report improper or criminal activity, standing alone and coupled with her actions encouraging cover-up of Nuru’s behavior, is sufficient basis for terminating her employment as a high-level manager for the City.

Discussion & Recommendation

Throughout the Skelly hearing, Mr. Patten spoke at length that Ms. Zuniga should not be dismissed from employment because other City officials knew about her relationship with Nuru. Mr. Patten also argued that Ms. Zuniga had no way of knowing that Nuru’s actions were improper and the City cannot take action

against her until criminal proceedings against Nuru and Ms. Zuniga are completed. Mr. Patten also alleged that City has discriminated against Ms. Zuniga by disciplining her more severely than other male employees in similar situations, but did not provide specific evidence or evidence of similarly-situated employees to support this claim.

Ms. Zuniga, though her attorney, attempted to deflect or downplay any wrongdoing on her part. Whatever knowledge other City officials had about her relationship with Nuru, it does not eliminate her obligation to report her relationship. Her continued dishonesty about her relationship and her failure to take any responsibility for her actions is unacceptable for any City employee, and particularly a high-level manager. Recordings of conversations with Nuru clearly demonstrate she knew Nuru was engaged in improper behavior and yet took no action, and indeed urged him to conceal his conduct. The CAT investigation convincingly supported each of the charges against Ms. Zuniga. Each of the charges, individually, supports the recommendation to dismiss Ms. Zuniga from employment. Her refusal to take accountability and deflect her ethical and legal responsibilities to others demonstrates the decision to terminate her employment is justified.

Exhibit L

EMPLOYEE OBLIGATIONS

Conflicts of Interest and Ethical Obligations

City employment carries with it an obligation to adhere to the highest level of ethical standards. The San Francisco Ethics Commission has assembled a manual on the state and local laws governing the conduct of public officials and employees, available at www.sfethics.org. The City Attorney's Office also summarizes state and local laws in its Good Government Guide, available at www.sfcityattorney.org. If you have any questions, you may contact the Ethics Commission or your departmental personnel officer.

Some of the key ethical obligations imposed on municipal employees are summarized below. These summaries are just general reminders; not all applicable ethics laws are summarized here. For advice about any specific conflict of interest or ethics issue, you should contact the Ethics Commission or the City Attorney's Office.

- You may not use or attempt to use your official position to influence a governmental decision that could affect your financial interests— including your employer, your spouse's or domestic partner's employer, businesses in which you or your spouse/domestic partner have invested, or property you or your spouse/partner own or rent.
- You may not use your City title or designation in any communication for any private gain or advantage.
- You may not use your title or designation in any communication in a manner that would lead the recipient to believe that you are speaking in an official capacity when you are not.
- You may not make, participate in, or attempt to influence a governmental decision affecting a person or entity with whom you are discussing or negotiating an agreement concerning future employment.
- You may not accept any compensation, reward, or gift from any source except the City for any service, advice, assistance or other matter related to your City job.
- You may not solicit or accept anything of value in exchange for hiring, promoting, or attempting to influence the hire or promotion of any City employee or applicant.
- You may not make, participate in making, or seek to influence any employment decision involving a person with whom you have a familial or romantic relationship. You must notify your supervisor if you are, or become related to or romantically involved with another employee in the workplace over whom you have the authority to impose or recommend an employment action. Supervisors and managers should avoid any appearance of favoritism or nepotism in the workplace.
- You may not willfully or knowingly disclose the City's confidential or privileged information unless you are required to do so by law. You may not use confidential

or privileged information obtained by virtue of your office or employment for non-business purposes, and you may not use that information to advance the financial or other private interest of yourself or others.

- For a period of one (1) year after you leave City employment, you may not contact your former department on behalf of any person for the purpose of influencing a governmental decision. You also may not work for or receive compensation from any party to a City contract if, within the previous twelve (12) months, you were personally and substantially involved in the City's award of that contract. For other post-employment restrictions, please visit www.sfethics.org.
- Depending on your level of decision-making authority, you may be required to file a statement of economic interests. For a list of those employees who are required to file these statements, and instructions on how to do so, contact your supervisor.

The San Francisco Ethics Commission investigates violations of these rules and other improper government activities. If you are aware of any such violations or activities, or if you have any questions concerning the ethics rules for City employees, contact the Ethics Commission at (415) 252-3100. All complaints will be kept confidential to the extent permitted by law.

Policy Regarding the Treatment of Co-Workers and Members of the Public

City policy requires employees to treat co-workers and members of the public with courtesy and respect. City employees and managers are responsible for maintaining a safe and productive workplace which is free from inappropriate workplace behavior.

Smoke-Free Workplace

Smoking is not permitted in City offices, or within 20 feet of entrances, exits, or operable windows of public buildings.

Drug-Free Workplace

You may not manufacture, distribute, dispense, possess, use or be under the influence of alcohol or illegal drugs in workplace. This prohibition includes prescription drugs used improperly (e.g., those not prescribed for the user). Any violation of this policy may be grounds for discipline up to and including dismissal.

If you perform activities in your job that are funded by a federal grant, you must notify your department head of any drug convictions for violation of drug laws that took place in the workplace within five days of any such conviction. Employees in certain safety-sensitive positions, or in positions where testing is required by federal law, may be required to submit to periodic drug tests. All employees may be required to submit to drug testing under certain circumstances consistent with federal, state, and local laws and applicable collective bargaining agreements.

Exhibit M

If you need help with an alcohol or drug abuse problem, confidential information and referrals to counseling and rehabilitation services are available from the Employee Assistance Program, at (800) 795-2351. You may also request leave time for the purpose of participating in drug or alcohol treatment. Please note that any such request will not excuse prior conduct that is subject to discipline.

Disciplinary Action against Striking Employees

The City Charter prohibits municipal employees from engaging in a strike or failing to report to work in support of a strike. Any employee who willfully fails to report for duty, who participates in any concerted work stoppage or slowdown, or who willfully abstains in any way from the full, faithful, and proper performance of his or her job duties for the purpose of inducing, influencing, or coercing a change in the conditions of employment may be dismissed. This provision does not prohibit employees from communicating a view, grievance, complaint, or opinion on any matter related to the conditions of municipal employment as long as it does not interfere with the full, faithful, and proper performance of the duties of employment.

Political Activity

It is unlawful for City employees to use public resources or personnel to engage in political activity relating to elective offices and ballot measures. City employees may not engage in political activities while on duty or in the workplace. Employees may not use City resources, such as photocopier or fax machines, telephones, postage, or email, for political activities. The ban on engaging in political activity while on duty prohibits such activities as circulating petitions, addressing campaign mailers or engaging in any other political activities that use City resources or divert employees from their assigned duties.

City employees are prohibited from using their official positions to influence elections, and from using City funds or resources for political or election activities. Further, City employees may not participate in political activities of any kind while in uniform (i.e., part or all of a uniform they are required or authorized to wear when engaged in official duties).

Violation of these rules may result in considerable civil and criminal penalties, as well as discipline, up to and including dismissal.

For more information about these restrictions, please review the City Attorney's opinion regarding political activities at www.sfcityattorney.org.

If You Suspect Improper or Criminal Activity on the Job

As a City employee, you have a duty to report any incidents of improper or illegal activity involving your department or another City department. Never confront an employee whom you suspect is involved in illegal or criminal activity. Instead, discuss the matter with your supervisor or departmental personnel officer. If you feel it necessary to protect your safety or avoid retaliation, you may also report illegal or improper conduct to the Whistleblower Hotline at 554-CITY. You may make an anonymous report on the hotline; however, keep in mind that anonymous reports are more difficult to investigate.

Exhibit N

Most Popular

1. California rain totals: Map shows how much rain Tropical Storm Hillary...
2. Bay Area weather: Showers, smoke return in aftermath of Hillary
3. Here's a first look inside S.F.'s new downtown IKEA
4. 'City Hall is falling': New report says San Francisco is broken, offers...
5. S.F. private school alumnus accuses former drama teacher of sexual...

BAY AREA // SAN FRANCISCO

These former S.F. officials convicted in corruption probe are losing their pensions



J.D. Morris

Updated: July 28, 2023 3:15 p.m.





In August, former Public Works Director Mohammed Nuru — the man at the center of a sprawling federal corruption probe that became public in 2020 — lost his retirement payments after he was sentenced to seven years in prison for fraud. At the time, Nuru was raking in about \$7,600 each month.
Jeff Chiu/Associated Press

Even after being recently convicted of federal fraud charges, former San Francisco utilities chief Harlan Kelly is still owed thousands of dollars in monthly pension payments from city taxpayers.

But not for long.

San Francisco law specifies that city government workers can lose their pensions only if they're both convicted of and sentenced for a crime of "moral turpitude" for something they did while on the job. Though that doesn't have a precise legal definition, Kelly has been found guilty of two different fraud schemes, leaving little doubt his government-funded retirement checks will be discontinued upon his sentencing at a later date.

ONLY 25¢! Don't miss our Summer Sale on unlimited digital access.

ACT NOW

As of June, he was being paid about \$22,500 per month for his retirement.

Once he's sentenced, Kelly will join the rare company of other disgraced former city officials who have been ordered to prison terms and lost their pensions as a result. In August, former Public Works Director Mohammed Nuru — the man at the center of a sprawling federal corruption probe that became public in 2020 — lost his retirement payments after he was sentenced to seven years in prison for fraud. At the time, Nuru was raking in about \$7,600 each month.



Even after being recently convicted of federal fraud charges, former San Francisco utilities chief Harlan Kelly is still owed thousands of dollars in monthly pension payments from city taxpayers. But not for long.
Michael Maccor/The Chronicle 2017

Former building inspector Bernard Curran was sentenced Friday to a year and a day in prison after he admitted he accepted money from a developer whose properties he inspected. Curran's pension has accordingly been stripped by the city retirement system. His monthly payment was about \$4,500 in June.

Sandra Zuniga, the former director of the city's Fix-It team that helped address quality of life issues in neighborhoods, in 2021 agreed to plead guilty to a conspiracy to commit money laundering. Zuniga, who was at one point Nuru's girlfriend, also agreed to cooperate with federal law enforcement.

The San Francisco Employees' Retirement System said in an email that Zuniga is not receiving pension payments, and that the contributions she had made to the retirement system were refunded to her on October 31, 2020. The system did not respond to a question about how much money she was refunded.

While the bar for depriving pension payments from former city officials who commit wrongdoing is currently high, it might not stay that way.



Sandra Zuniga, the former director of the city's Fix-It team that helped address quality of life issues in neighborhoods, in 2021 agreed to plead guilty to a conspiracy to commit money laundering. Zuniga is not receiving pension payments, and that the contributions she had made to the retirement system were refunded to her in 2020.
Gabrielle Lurie/Special to The Chronicle

Board of Supervisors President Aaron Peskin last year floated a proposed amendment to the City Charter that would force former city employees to give up their pension payments after the city's retirement system found "clear and convincing evidence" that they had committed bribery, embezzlement, extortion or wire fraud while doing their jobs, or perjured themselves while trying to cover up their role in a crime.

"This would really be kind of a bright line to let everybody know that, while you might not end up in jail, you'll end up without your retirement, so don't do any of this s—," he said in a recent interview with the Chronicle.

Peskin had wanted to put the Charter amendment on the November ballot last year, but he was told by attorneys for the city that his proposal required officials to first meet and confer with the local government's labor unions. The two sides were unable to reach an agreement before the deadline for supervisors to place the measure on the ballot passed.

He told the Chronicle he's thinking about making another attempt to put it on the ballot in March. He'll need to decide by mid-September, when supervisors have to introduce proposed measures for that election.

Sign up for the Bay Briefing newsletter

Start your day with the Bay Area's best source for journalism.

Email

SIGN UP

By signing up, you agree to our [Terms of Use](#) and acknowledge that your information will be used as described in our [Privacy Policy](#).



Written By
J.D. Morris

Reach J.D. on

J.D. Morris covers San Francisco City Hall, focused on Mayor London Breed. He joined the Chronicle in 2018 to cover energy and spent three years writing mostly about PG&E and California wildfires.

Before coming to The Chronicle, he reported on local government for the Santa Rosa Press Democrat, where he was among the journalists awarded a Pulitzer Prize for their coverage of the 2017 North Bay wildfires.

He was previously the casino industry reporter for the Las Vegas Sun. Raised in Monterey County and Bakersfield, he has a bachelor's degree in rhetoric from UC Berkeley.

[VIEW COMMENTS](#)

Top of the News



A new report says S.F. government is broken, offers a roadmap to fixing it

The study laments as San Francisco continues to struggle with crime, homelessness, drug use and a commercial exodus from its downtown corridors.

These are the best seafood restaurants in the Bay Area

BY SOLEIL HQ, CESAR HERNANDEZ



S.F. investigating Wag Hotels after report on allegedly mistreated dogs

BY MELISSA NEWCOMB



California rain totals: Map shows how much rain Hilary brought

BY JACK LEE



As COVID ticks up in Bay Area, here's a reminder on how to protect yourself

BY AIDIN VAZIRI



San Francisco Chronicle

[TOP](#)

ABOUT

- [Our Company](#) [Your CA Privacy Rights \(Shine the Light\)](#)
- [Terms of Use](#) [DAA Industry Opt Out](#)
- [Privacy Notice](#) [Careers](#)
- [CA Notice at Collection](#) [Advertising](#)

NEWSROOM

- [Ethics Policy](#) [News Tips](#)
- [Our Use of AI](#) [Newscom News](#)
- [Endorsement Process](#)

CONTACT

- [Customer Service](#) [Newscom Contacts](#)
- [FAQ](#)

SERVICES

- [Subscriber Services](#) [Membership](#)
- [e-Edition](#) [Place an Obituary](#)
- [Reprints & Permissions](#) [Store](#)
- [Corporate Subscriptions](#) [Subscription Offers](#)
- [App](#) [stgate.com](#)
- [Archives](#)

[Your Privacy Choices \(Opt Out of Sale/Targeted Ads\)](#)

Exhibit O



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

Sent via Email

NOTICE OF RECEIPT OF APPEAL

DATE: August 26, 2020
REGISTER NO.: 0180-20-7
APPELLANT: SANDRA ZUNIGA

Micki Callahan
Human Resources Director
Department of Human Resources
1 South Van Ness Avenue, 4th Floor
San Francisco, CA 94103

Dear Ms. Callahan:

The Civil Service Commission has received the attached letter from Dow W. Patten, Attorney, requesting a hearing on behalf of Sandra Zuniga on her future employability as 0932 Manager IV with the City and County of San Francisco. Your review and action are required.

If this matter is not timely or appropriate, please submit CSC Form 13 "Action Request on Pending Appeal/Request," with supporting information and documentation to my attention by email at civilservice@sfgov.org. CSC Form 13 is available on the Civil Service Commission's website at www.sfgov.org/CivilService under "Forms."

In the event that Sandra Zuniga's appeal is timely and appropriate, the department is required to submit a staff report in response to the appeal within sixty (60) days so that the matter may be resolved in a timely manner. Accordingly, **the staff report is due no later than 11 a.m. on November 5, 2020** so that it may be heard by the Civil Service Commission at its meeting on November 16, 2020. If you will be unable to transmit the staff report by the November 5th deadline, or if required departmental representatives will not be available to attend the November 16th meeting, please notify me by use of CSC Form 13 as soon as possible, with information regarding the reason for the postponement and a proposed alternate submission and/or hearing date.

Appellant: Sandra Zuniga
August 26, 2020
Page 2 of 2

You may contact me at Sandra.Eng@sfgov.org or (415) 252-3247 if you have any questions. For more information regarding staff report requirements, meeting procedures or future meeting dates, please visit the Commission's website at www.sfgov.org/CivilService.

Sincerely,

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Attachment

Cc: Jeanne Buick, Department of Human Resources
Mawuli Tugbenyoh, Department of Human Resources
Chanda Ikeda, General Services Agency
Svetlana Vaksberg, General Services Agency
Alaric Degrafinried, Department of Public Works



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

Sent via Email

August 26, 2020

Dow W. Patten, Attorney
50 California Street, Suite 1500
San Francisco, CA 94111
sandy@smithpatten.com

Subject: **Register No. 0180-20-7: Requesting a Hearing on behalf of Sandra Zuniga on her Future Employability as a 0932 Manager IV with the City and County of San Francisco.**

Dear Dow W. Patten:

This is in response to your appeal submitted to the Civil Service Commission on August 26, 2020 requesting a hearing on behalf of Sandra Zuniga on her future employability as a 0932 Manager IV with the City and County of San Francisco. Your appeal has been forwarded to the Department of Human Resources for investigation and response to the Civil Service Commission.

If your appeal is timely and appropriate, the department will submit its staff report on this matter to the Civil Service Commission in the near future to request that it be scheduled for hearing. The Civil Service Commission generally meets on the 1st and 3rd Mondays of each month. You will receive notice of the meeting and the department's staff report on your appeal two Fridays before the hearing date via email, as you have requested on your appeal form.

In the meantime, you may wish to compile any additional information you would like to submit to the Commission in support of your position. The deadline for receipt in the Commission office of any additional information you may wish to submit is 5:00 p.m. on the Tuesday preceding the meeting date by email to civilservice@sfgov.org. Please be sure to redact your submission for any confidential or sensitive information (e.g., home addresses, home or cellular phone numbers, social security numbers, dates of birth, etc.), as it will be considered a public document.

You may contact me by email Sandra.Eng@sfgov.org or by phone at (415) 252-3247 if you have any questions. You may also access the Civil Service Commission's meeting calendar, and information regarding staff reports and meeting procedures, on the Commission's website at www.sfgov.org/CivilService.

Sincerely,

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Sandra Zuniga Appeal Hearing Request

sandy@smithpatten.com <sandy@smithpatten.com>

Wed 8/26/2020 10:28 AM

To: CivilService, Civil (CSC) <civilservice@sfgov.org>

Cc: Dow Patten <dow@smithpatten.com>; Spencer Smith <spencer@smithpatten.com>; Mia Martin <mia@smithpatten.com>

📎 1 attachments (3 MB)

ZUNIGA-AppealHearingRequestLtr_8-26-20.pdf;

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

Dear Ms. Eng,

Per Mr. Patten's request, please see the attached correspondence.

Please do not hesitate to contact Mr. Patten, should you have any questions.

Regards,

Sandy Cuellar
Legal Assistant
SMITH PATTEN
50 California Street, Suite 1500
San Francisco, CA 94111
V: (415) 228-6848
F: (415) 520-0104
sandy@smithpatten.com

This message is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.

SMITH
PATTEN

50 California St., Suite 1500
San Francisco, CA 94111
v 415-402-0084
f 415-520-0104
www.smithpatten.com

VIA Email civilservice@sfgov.org and Hand Delivery

August 26, 2020

Sandra Eng
Executive Officer
Civil Service Commission,
25 Van Ness Avenue, Suite 720
San Francisco, CA 94102

RE: Appeal Hearing Request
Sandra Zuniga – Future Employment Restrictions

Dear Ms. Eng:

On behalf of our client Sandra Zuniga, we request a hearing on the attached Future Employment Restrictions. Please direct all future correspondence to me at the numbers and address listed above.

Very truly yours,



Dow W. Patten

cc: Sandra Zuniga
enclosure

DocuSign Envelope ID: 03800E71-3BFA-48F0-9005-131C2FAB969D

City and County of San Francisco
Micki Callahan
Human Resources Director



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

NOTICE OF FUTURE EMPLOYMENT RESTRICTIONS

Sandra A . Zuniga Employee Name _____ _____ Street Address _____ _____ City State Zip	August 6, 2020 Mailing Date San Francisco Public Works Department/Division PCS Type of Appointment
--	---

This notice is to inform you that a future employment restriction is being imposed along with your separation action, or with the action of automatic resignation, reported to the Department of Human Resources separating you from your position in Class 0932 Title Manager IV, effective 08/07/2020, for the reasons outlined in the attached document(s).

The items checked below are the restrictions made by the department on your future employability for positions covered by the San Francisco civil service system:

<input type="checkbox"/> No Restrictions on Employment <input checked="" type="checkbox"/> Permanent Restriction <input type="checkbox"/> Conditional Restriction	<input checked="" type="checkbox"/> Citywide <input type="checkbox"/> Department(s): _____ <input type="checkbox"/> DOT/SAPP <input type="checkbox"/> Job Code(s): _____ <input type="checkbox"/> Cancel Current Examination & Eligibility Status
---	---

Conditional restrictions may be lifted by proving you have satisfactorily met the following requirements:

Requirement Type	Description:	Level of Measurement:	Measurement Value:
CER: Certification			
EXP: Work Experience			
LIC: Licensure			
SAP: Substance Abuse Program			
Other:			

In addition to the noted conditional restrictions, you are also restricted from specific attributes of a job class and/or department until you satisfactorily prove you meet the requirements to lift the restriction(s) as noted below:

Future Employment Restrictions	Description:	Level of Measurement:	Measurement Value:
001: Vehicle/Heavy Machinery			
002: Vulnerable Populations			
003: Face to Face Contact w/Public			
004: Contact w/Animals			
005: Signing/Approving City Docs			
006: Financial Instruments			
007: Confidential/Privileged Information			
008: IT Infrastructure			
009: Means of Entry to Living Spaces			
010: Pharmaceutical/Drug Inventory			
011: CDC Defined Toxins			
012: Weapons/Explosives			
013: City Property Valued > \$100			

One South Van Ness Avenue, 4th Floor • San Francisco, CA 94103-5413 • (415) 557-4800

014: Electronic Voting Systems		
--------------------------------	--	--

You may request a hearing before the Civil Service Commission on your future employability with the City and County of San Francisco. The Civil Service Commission has the authority to remove restrictions or impose additional restrictions on your future employability. You may request a hearing for review of any restrictions on your future employability with the Civil Service Commission within 20 calendar days of the mailing date of this notice or from the date of separation, whichever is later. The request must be submitted in writing to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102 by 8/26/2020. Requests received after this date will not be considered and your right to a hearing will be forfeited. If you do not request a hearing or file an appeal, the Human Resources Director will take final administrative action to confirm the restriction(s) in effect on the date of separation (Note: Future Employment Restriction(s) effective immediately).

If this matter is subject to the Code of Civil Procedures (CCP) Section 1094.5, the time by which judicial review must be sought is set forth in CCP Section 1094.6. (SEE BELOW)

List #: 059865	Rank #: 1	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> Final	Status of Action
DSW: [REDACTED]		DocuSigned by		
Emp Organization: MEA		<i>Julia Dawson</i>		
METHOD OF SERVICE:		SIGNATURE		
<input type="checkbox"/> Hand Delivered		Julia Dawson for Alaric Degrafinried		
<input checked="" type="checkbox"/> Certified Mail	[REDACTED]	NAME		
		Acting Director, San Francisco Public Works		
		TITLE		

INFORMATION FOR FORMER EMPLOYEE FOLLOWING SEPARATION

1. This document serves as an official notice of future employment restrictions imposed with the Notice of Automatic Resignation from Employment to the former employee or with a Separation Action that is subject to the provisions of a collective bargaining agreement, to the Civil Service Commission, and the Department of Human Resources.
2. A separated employee may request a hearing before the Civil Service Commission only for review of any restrictions on their future employability with the City and County of San Francisco.
3. Such appeals or requests for hearing must be in writing and received from the employee or the employee's representative by the date specified on this notice, or within twenty (20) calendar days from the mailing date of this notice, or the effective date of the separation, whichever is later. The request must be submitted to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.
4. An employee who requests a hearing within the time limits is entitled to:
 - a. Representation by an attorney or authorized representative of her/his own choice.
 - b. Notification of date, time, and place of hearing at a reasonable time in advance.
 - c. Inspection by the employee's attorney or authorized representative of those records and materials on file with the Civil Service Commission which relate to the restrictions on future employability.
5. Any interested party may request that the hearing be continued or postponed.
6. The decision of the Civil Service Commission is final and not subject to reconsideration.
7. In the absence of a timely request for a hearing as provided above, no later request for a hearing will be considered.