

File No. 211283

Committee Item No. \_\_\_\_\_

Board Item No. 6

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors Meeting

Date: January 4, 2022

#### Cmte Board

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#### OTHER

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Prepared by: Lisa Lew

Date: December 30, 2021

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Administrative Code - Request for Sheriff's Services]

2

3 **Ordinance amending the Administrative Code to authorize the Sheriff to contract with**  
4 **private individuals and private entities to provide supplemental law enforcement**  
5 **services to retail and commercial establishments.**

6 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
7 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
8 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
9 **Board amendment additions** are in double-underlined Arial font.  
10 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
11 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
12 subsections or parts of tables.

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

14 Section 1. Delegation.

15 State law allows the Board of Supervisors to contract on behalf of the Sheriff to provide  
16 supplemental law enforcement services to private individuals or private entities at special  
17 events or occurrences that happen on an occasional basis. Under this Chapter 10A, the  
18 Board of Supervisors is delegating to the Sheriff the Board's authority under state law to  
19 contract with private individuals or private entities to provide supplemental Sheriff's law  
20 enforcement services at special events or occurrences that happen on an occasional basis.

21 Section 2. The Administrative Code is hereby amended by adding Chapter 10A,  
22 consisting of Sections 10A.1, 10A.2, 10A.3, 10A.4, 10.5, 10A.6, 10A.7, and 10A.58, to read as  
23 follows:

24 **10A.1. DEFINITIONS.**

1 For purposes of this Chapter 10A, the following definitions shall apply:

2 “City” means the City and County of San Francisco.

3 “Commercial” establishment means an establishment whose purpose is financial gain.

4 “Department” means the Sheriff’s Department.

5 “Requestor” means a private individual or private entity “Event Organizer” means the  
6 person, firm, corporation, or organization hosting a cultural, recreational, entertainment, arts,  
7 educational, civic, or religious event, including festivals and block parties, and seeking  
8 additional personnel, equipment, or materials of the Department at special events or occurrences  
9 that happen on an occasional basis, for law enforcement purposes within the City.

10 “Retail” establishment means an establishment for the sale of goods, typically in small  
11 quantities, or services directly to the ultimate consumer or end user.

12 “Security Plan” means a plan drafted by the Event Organizer Requestor that adequately  
13 addresses the safety of persons and property associated with the special event or occurrence that is  
14 the subject of the request for Department services. This definition of “Security Plan” does not limit the  
15 discretion of the Department to impose more stringent requirements for a Security Plan as  
16 circumstances warrant.

17 “Sheriff” means the Sheriff or the Sheriff’s designee.

18  
19 **10A.2. REQUEST FOR SHERIFF’S SERVICES.**

20 (a) Any prospective Event Organizer Requestor desiring supplemental Department law  
21 enforcement services within the City for their event special events or occurrences that happen on  
22 an occasional basis, may request the Sheriff to provide Department personnel to perform such  
23 services. Any request for such services shall include a Security Plan.

24 (b) The Sheriff may provide supplemental law enforcement services under this  
25 Chapter 10A only to Retail and Commercial establishments.

1            (bc) *If the Sheriff approves the request for Department services, the Sheriff shall include with*  
2 *the approval a written staffing plan that includes the number of personnel to be detailed in response to*  
3 *the request, the approximate personnel location assignments, the anticipated shifts for all detailed*  
4 *personnel, and the contact information of the Department employee to be assigned to supervise those*  
5 *personnel.*

6            (ed) *If the Sheriff determines that the requested Department services will require dispatch*  
7 *services from the Department of Emergency Management, the Sheriff shall notify the Executive*  
8 *Director of the Department of Emergency Management (or designee), who may detail such personnel*  
9 *for such services in the number the Executive Director or designee determines to be necessary to*  
10 *perform the dispatch services.*

11            (de) ~~An Event Organizer Requestor~~ *whose request for Department services has been denied*  
12 *may submit a request for reconsideration of the denial to the Sheriff in writing within 10 days of receipt*  
13 *of the denial. An Event Organizer Requestor whose request for Department services has been*  
14 *approved may submit a request for reconsideration of the written staffing plan required under*  
15 *subsection (bc) to the Sheriff in writing within 10 days of receipt of the written staffing plan.*

16            (ef) *The Sheriff shall inform the Event Organizer Requestor in writing of the Sheriff's final*  
17 *decision regarding any request for reconsideration made under subsection (de) within 10 days of*  
18 *receipt of the request for reconsideration.*

19  
20            **SEC. 10A.3. PAYMENT FOR SERVICES.**

21            (a) ~~The Event Organizer Requestor~~ *shall pay to the Department such sums of money as may*  
22 *be necessary to pay for the additional services, including any dispatch services provided by the*  
23 *Department of Emergency Management.*

24            (1) *The payment shall include a component for Department services, computed based*  
25 *upon the rate paid or payable to those uniformed officers of the Department actually performing*

1 services at the time they are to perform such additional services, and the cost of additional equipment  
2 and materials expended, together with an administrative overhead charge to cover the proportionate  
3 percentage of the Department's administrative costs that are attributable in the Department's  
4 reasonable discretion to the work performed pursuant to the request.

5 (2) The payment shall also include a component for any dispatch services provided by  
6 the Department of Emergency Management, which shall be computed by the Department of Emergency  
7 Management based on the rate paid or payable to the dispatch personnel actually performing services  
8 at the time they are to perform such additional duties.

9 (b) The Department shall provide an estimate of the payment for such services, including an  
10 estimate from the Department of Emergency Management for any dispatch services, to the Requestor  
11 ~~Event Organizer~~ within a reasonable time prior to the date service is to be rendered. The Event  
12 ~~Organizer~~Requestor shall deposit the amount of estimated funds with the Department prior to the  
13 time that the Department renders the requested service. The Department may waive the deposit  
14 requirement if the Department reasonably believes that a waiver is justified based on criteria that the  
15 Sheriff shall determine and post on the Department website at least 30 days before accepting any  
16 requests for services under this Chapter 10A.

17 (c) Within a reasonable time after the services are rendered, the Sheriff shall determine the  
18 amount of payment due. The amount due shall be based on actual services performed by the  
19 Department and any dispatch services by the Department of Emergency Management.

20 (1) If the deposit pursuant to subsection (b) is insufficient to cover the actual cost of  
21 Department and dispatch services, the Sheriff shall notify the Event OrganizerRequestor by United  
22 States mail to the address listed on the request for such services, and the Event OrganizerRequestor  
23 shall have 10 days from receipt of the bill to pay the balance.

1                   (2) If the amount deposited pursuant to subsection (b) exceeds the actual cost of  
2 Department and dispatch services, the Sheriff shall authorize and arrange payment of a refund of the  
3 excess to the ~~Event Organizer~~Requestor.

4                   (d) The Department shall deposit with the Treasurer such sums as received in a special account  
5 designated public facilities overtime account; provided, however, that the amount for the Department  
6 representing administrative overhead shall be deposited to the general fund unappropriated balance of  
7 funds, and the amount for the Department of Emergency Management's dispatch services shall be  
8 transferred to the Department of Emergency Management.

9                   (e) The ~~Event Organizer~~Requestor shall indemnify, hold harmless, and defend the City, the  
10 Department, the Department of Emergency Management, and all City officers, agents, and employees,  
11 from and against all liability, judgments, or claims for personal injury, including but not limited to  
12 bodily injuries, or other claims, including but not limited to false arrest and false imprisonment, caused  
13 by or purportedly caused by such personnel in the rendering of such services.

14                   (f) The City shall not waive payment for Department or dispatch services provided pursuant to  
15 this Chapter 10A except by ordinance.

16  
17                   **SEC. 10A.4. COMPENSATION.**

18                   (a) For services performed in excess of the basic week of service, Department members shall be  
19 compensated on the basis of time and one-half in accordance with the ratio that said excess service  
20 bears to the basic week of service and the annual compensation as determined under Section A8.400 of  
21 the City Charter and applicable memoranda of understanding.

22                   (b) Requested services from the Department and the Department of Emergency Management  
23 shall be compensated upon the basis of four hours per employee minimum per assignment.

24                   (c) For services performed in excess of the basic work week, Department of Emergency  
25 Management personnel shall be compensated on the basis of time and one-half in accordance with the

1 ratio which said excess service bears to the basic week of service and the annual compensation  
2 provided therefor in applicable memoranda of understanding.

3 (d) A member of the Department or Department of Emergency Management, detailed to  
4 perform services pursuant to this Chapter 10A, shall not be entitled to any additional overtime benefits  
5 other than those provided in this Section 10A.4.

6  
7 **SEC. 10A.5. RESTRICTIONS ON DEPARTMENT MEMBER ELIGIBILITY TO**  
8 **PERFORM SUPPLEMENTAL LAW ENFORCEMENT SERVICES.**

9 (a) Department members shall be ineligible to perform supplemental law enforcement  
10 services under this Chapter 10A under the following circumstances:

11 \_\_\_\_\_ (1) The Department member is regularly scheduled to work during the hours for  
12 which the supplemental law enforcement services are requested; or

13 \_\_\_\_\_ (2) The Department member has used more than 20 hours of paid sick leave in  
14 the three months prior to the date of the request.

15 (b) For purposes of subsection (a), the calculation of hours of paid sick leave used by  
16 a Department member shall exclude:

17 \_\_\_\_\_ (1) Leave for birth or adoption of a child;

18 \_\_\_\_\_ (2) Bereavement Leave due to the death of a spouse/domestic partner, parent,  
19 child, or sibling. Bereavement Leave due to the death of a person not listed in this subsection  
20 (b)(2) shall be included:

21 \_\_\_\_\_ (3) COVID-19 Sick Leave;

22 \_\_\_\_\_ (4) Federal COVID-19 Sick Leave;

23 \_\_\_\_\_ (5) Unpaid Leave;

24 \_\_\_\_\_ (6) Unpaid Sick Leave;

25

1           (7) Disability Leave, provided that the Department member has filed a disability  
2 claim based on the disability. If that claim is denied, the calculation of paid sick leave shall be  
3 adjusted to exclude Disability Leave; and

4           (8) Paid Parental Leave.

5  
6           **SEC. 10A.6. ADMINISTRATION AND REPORTING REQUIREMENTS IN**  
7 **COORDINATION WITH CHIEF OF POLICE.**

8           (a) The Sheriff shall consult with the Chief of Police or the Chief's designee to ensure  
9 coordination between their respective departments in the administration of this Chapter 10A  
10 and of Chapter 10B. Coordination shall include identifying and prioritizing requests for  
11 services in areas of the City with the highest demand for those services and may include the  
12 execution of a memorandum of understanding between the Sheriff and the Chief of Police that  
13 addresses relevant operational and administrative implementation issues pertaining to the  
14 delivery of supplemental law enforcement services including, but not limited to, processing of  
15 requests, assignments of personnel, citations, arrests, bookings, report writing, report review,  
16 custodial transportation and investigations. Within 60 days of the execution of such a  
17 memorandum of understanding between the Sheriff and the Chief of Police addressing  
18 relevant operational and administrative implementation issues, the Sheriff shall transmit a  
19 copy of the memorandum of understanding to the Board of Supervisors.

20           (b) The Sheriff shall consider the recommendations of representatives of City  
21 Commercial and Retail establishments in the implementation and administration of this  
22 Chapter 10A.

23           (c) Within 90 days of the effective date of this Chapter 10A, the Sheriff, in consultation  
24 with the Chief of Police or the Chief's designee, shall develop and report to the Board of  
25 Supervisors a written plan describing how the Sheriff will implement and administer this



1 Chapter 10A. The plan shall include policies and procedures governing the delivery of  
2 services under this Chapter, including policies and procedures for field training, use of force,  
3 citations, arrests, bookings, report writing, custodial transportation, and investigations.

4  
5 **SEC. 10A.7. REQUESTS FOR SERVICES LIMITED TO REQUESTS**  
6 **COORDINATED WITH ~~NOT MET BY POLICE DEPARTMENT~~; EXPIRATION.**

7 (a) The Sheriff may provide supplemental law enforcement services only to  
8 Requestors that demonstrate that the Chief of Police or the Chief of Police's designee is  
9 unable to meet has denied their request for supplemental Police Department services under  
10 the program established by Chapter 10B of this Administrative Code.

11 (b) ~~The limitation set forth in subsection (a) above shall expire 60 days after the~~  
12 ~~effective date of the ordinance in Board file No. 211031 establishing this Chapter 10A,~~  
13 ~~provided the Sheriff and the Chief of Police have executed a memorandum of understanding~~  
14 ~~("MOU") addressing coordination of relevant operational and administrative implementation~~  
15 ~~issues pertaining to the delivery of supplemental law enforcement services including, but not~~  
16 ~~limited to, processing of requests, assignments of personnel, citations, arrests, bookings,~~  
17 ~~report writing, report review, custodial transportation and investigations, or if the MOU is~~  
18 ~~agreed upon at a later date the limitation set forth in subsection (a) shall expire then. Upon~~  
19 ~~execution of such an MOU, the Sheriff shall transmit a copy to the Clerk of the Board of~~  
20 ~~Supervisors, and the City Attorney shall cause this Section 10A.7 to be removed from the~~  
21 ~~Administrative Code.~~

22  
23 **SEC. 10A.5,8. UNDERTAKING FOR THE GENERAL WELFARE.**

24 In enacting and implementing this Chapter 10A, the City is assuming an undertaking only to  
25 promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an

1 obligation for breach of which it is liable in money damages to any person who claims that such breach  
2 proximately caused injury.

3  
4 Section 3. Effective Date. This ordinance shall become effective 30 days after  
5 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
6 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
7 of Supervisors overrides the Mayor's veto of the ordinance.

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

11 By:       /s/ JANA CLARK        
12 JANA CLARK  
13 Deputy City Attorney

14 n:\legana\as2021\2000140\01571365.docx

**LEGISLATIVE DIGEST**

(Duplicated, 12/14/2021)

[Administrative Code - Request for Sheriff's Services]

**Ordinance amending the Administrative Code to authorize the Sheriff to contract with private individuals and private entities to provide supplemental law enforcement services to retail and commercial establishments.**

Existing Law

Existing law authorizes the Board of Supervisors to contract with private individuals and private entities to provide supplemental law enforcement services at special events or occurrences that happen on an occasional basis. Existing law provides that the requirements of the Paid Sick Leave Ordinance ("PLSO" Administrative Code Chapter 12) are not applicable to employees covered by a bona fide collective bargaining agreement to the extent that such requirements are expressly waived in the collective bargaining agreement in clear and unambiguous terms.

Amendments to Current Law

This ordinance would delegate to the Sheriff the authority to contract with private individuals and private entities to provide supplemental Sheriff's services at special events or occurrences that happen on an occasional basis at retail and commercial establishments. This ordinance would require that the requestor include a security plan with their request for services and that the Sheriff develop a staffing plan that includes, if needed, Department of Emergency Management dispatch services. This ordinance also would delineate payment and compensation requirements. And finally, this ordinance would restrict Sheriff's Department member eligibility to perform supplemental law enforcement services by prohibiting member participation during regularly scheduled work hours or when the member has used more than 20 hours of paid sick leave (as defined) in the three months prior to the request. The restriction on member eligibility related to the use of paid sick leave is enforceable only as long as the collective bargaining agreements applicable to Department members contain an express waiver of the PLSO requirements. The current collective bargaining agreements for Department members include express waivers of the requirements of the PLSO.

This ordinance would require that the Sheriff consult with the Chief of Police to ensure coordination between their respective departments in the administration of this Chapter 10A and of Chapter 10B, including identifying and prioritizing requests for services in areas of the City with the highest demand for those services. This ordinance would state that the coordination may include the execution of a memorandum of understanding ("MOU") between

the Sheriff and the Chief of Police that addresses relevant operational and administrative implementation issues pertaining to the delivery of supplemental law enforcement services. If the Sheriff and Chief of Police execute an MOU regarding coordination of the delivery of supplemental law enforcement services, this ordinance would require that the Sheriff transmit a copy of the MOU to the Board of Supervisors within 60 days of its execution. This ordinance would require that the Sheriff consider the recommendations of representatives of City commercial and retail establishments in the implementation of the program. This ordinance also would require that the Sheriff, in consultation with the Chief of Police, develop and report to the Board of Supervisors a written plan describing how the Sheriff will implement the program.

This ordinance would allow the Sheriff to provide supplemental law enforcement services only to requestors that demonstrate that the Chief of Police or the Chief of Police's designee is unable to meet their request for supplemental law enforcement services.

### Background

This ordinance reflects amendments made at the November 1, 2021 meeting of the Rules Committee and the December 7, 2021 and December 14, 2021 meetings of the Board.

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San Francisco

**Sheriff's Office**

*HOW SAN FRANCISCO SHERIFF DEPUTIES  
CAN HELP BUSINESSES DETER  
COMMERCIAL RETAIL THEFT*

*Board of Supervisors Rules Committee Meeting  
November 1, 2021*



## What Will Work Well

- 10A policy being drafted is consistent with the 10B Program
- SFSO to work with SFPD to evaluate their 10B so to adopt best practices
- Deputies are accustomed to fixed posts as it relates to law enforcement services
- SFSO experienced in managing contracted services to meet law enforcement staffing needs



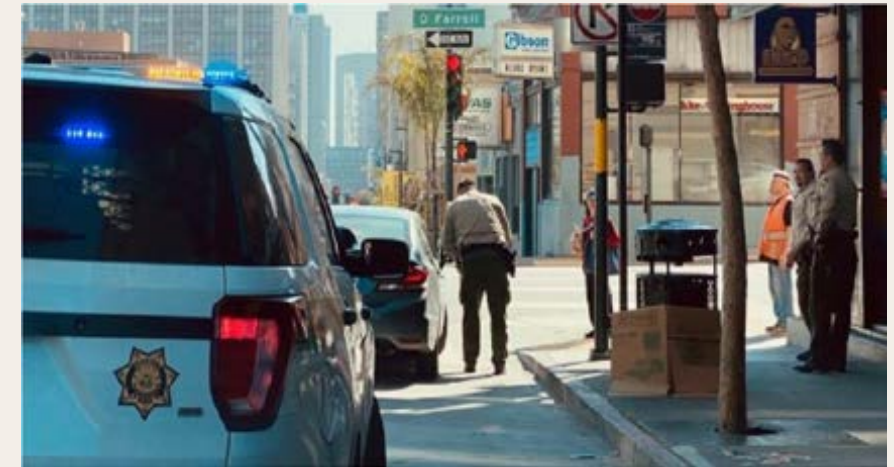


- 4 Divisions
  - Sheriff's Administration and Programs Division
  - Field Operations Division
  - Custody Operations Division
  - Planning and Projects Division
- Criminal Investigations Unit
- Contractual commitments for law enforcement services
  - *City Hall, Dept. of Emergency Management, Municipal Transit Authority, Human Services Agency, Adult Probation, Dept. of Public Health, Public Library, Medical Examiner, Public Utilities Commission, Community Assessment and Referral Center*
  - Special events at City Hall
  - Support Santa Clara PD with events at Levi's Stadium
  - Mutual aid to California law enforcement agencies



*\* Items in RED are additional training for Deputies*

- Basic Academy
  - POST mandates the same basic training for all law enforcement academies
  - **BSCC mandates basic Core Course to supervise incarcerated justice involved**
- Advanced Officer Training – **24 annual hours**
  - Continued Professional Training (12 hours)
  - Perishable Skills Program (12 hours)
  - POST requires 40 hours every two years (**SFSO = 48 hours**)
- Field Training Program (FTP)
  - 12-week program
- **Jail Training Program (JTP)**
  - **7-week program**
- Crisis Intervention Techniques (CIT) (*includes POST certified De-escalation*)
  - 24-hour course
  - **Mandated for all sworn personnel**







- 10A Legislation
  - *Work with Supervisor Safai to ensure 10A mirrors 10B*
- Department 10A Policy (Planning and Projects Division)
  - *SFPD 10B procedures/manual review for consistency/consulting with SFPD retired*
  - *Meetings scheduled with SFPD to evaluate their 10B so to adopt best practices*
  - *Work with DEM on communications plan*
- Operational Needs Assessment (Field Operations Division)
  - Management / Scheduling
    - *FOD Administration experienced in managing all contracted services to meet staffing needs*
  - Operations / Investigations
    - *Coordinate with SFPD investigations and DA for commercial retail theft issues/considerations*
    - *Coordinate with businesses for procedural/communications considerations*
    - *Required Department overview course prior to working 10A*
  - Equipment
    - *Class B or Class C, all issued safety equipment (no specialized inventory)*

Dear Honorable Members of the Board of Supervisors,

My purpose in writing is to explain my concerns about the legality of a proposed ordinance that is listed as Item Number 4 on the upcoming November 16 Full Board meeting. This item would allow the city to contract with the sheriff to provide an additional police presence to combat retail theft at stores such as Walgreens. This legal remedy is being sought even though, as the supervisor supporting this ordinance conceded, “statistically, retail theft may be down.”

My understanding is that this legislation is based on Government Code section 53069, which states that:

“(a) The board of supervisors of any county may contract on behalf of the sheriff of that county, and the legislative body of any city may contract on behalf of the chief of police of that city, to provide supplemental law enforcement services to:

***(1) Private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis.***

(2) Private nonprofit corporations that are recipients of federal, state, county, or local government low-income housing funds or grants to preserve the peace on an ongoing basis.

(3) Private entities at critical facilities on an occasional or ongoing basis. A “critical facility” means any building, structure, or complex that in the event of a disaster, whether natural or manmade, poses a threat to public safety, including, but not limited to, airports, oil refineries, and nuclear and conventional fuel powerplants.

(4) Private schools, private colleges, or private universities on an occasional or ongoing basis.” (Emphasis added.)

Stores like Walgreens do not fall within subdivisions (a)(2), (a)(3), or (a)(4), which means that Walgreens and most other private businesses would be subject to the limitations outlined in subdivision (a)(1). I do not think that (a)(1) applies here.

Government Code section 53069, subdivision (a)(1), by its own terms, allows for contracting for “special events or occurrences that happen on an occasional basis.” It does not allow for a regular or ongoing contract for private security services.

This issue has been litigated before. In the 1980s, various California communities and private parties began seeking the services of oft-times uniformed, off-duty local law enforcement officers, and sometimes official vehicles, through arrangements made with the head of their local law enforcement agencies.

Interpreting the terms of the predecessor to Government Code section 53069, subdivision (a)(1),<sup>1</sup> the Attorney General in 1985 concluded that such security “is not for a special event or occurrence, the type of privately needed occasional supplemental law enforcement services which Government Code section [53069] authorizes a county board of supervisors to provide by contracting on behalf of the sheriff.” (Opinion No. 84-204 (Apr. 16, 1985) 60 Ops. Cal. Atty. Gen. 175.) Thus, the Attorney General concluded that “[n]either cities or counties, nor their respective heads of local law enforcement, have the authority to contract with private parties to provide on or off-duty law enforcement officers for regular ongoing private security services for an agreed compensation.” (*Ibid.*)

This precedent and the plain language of the statute calls the legality of the proposed ordinance into doubt. In my opinion, the ordinance exceeds the scope of what is permissible under the law; that is, if the purpose is to deter retail theft by providing off-duty sheriffs to retailers for security. If I am correct, it makes sense to withdraw or amend the legislation.

Respectfully,

Lara Bazelon  
Professor of Law  
Barnett Chair in Trial Advocacy  
USF School of Law

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<sup>1</sup> The statute was renumbered as Government Code section 54069 in 1986.



November 28, 2021

Supervisor Preston, Supervisor Peskin and Supervisor Melgar  
Land Use Committee, San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689

Re: HVNA support of 10-A Sheriff's Services

Dear Mayor Breed and Board of Supervisors,

The Hayes Valley Neighborhood Association (HVNA) wishes to express our strongest support for the ordinance 10-A Sheriff's Services, which will allow Deputy Sheriffs to increase services in San Francisco deterring crime, making arrests on location and taking pressure off the police department by adding law enforcement services at specific locations.

Hayes Valley is facing an unprecedented increase in crime, and has an active Public Safety group which strongly supports this legislation. We believe that current demand by private entities cannot be filled by the police department, which is already stretched thin. Deputy Sheriffs are fully trained peace officers with all powers of arrest. The Sheriff's Office has full resources from Investigators, K-9s, Emergency Service Unit, and a Special Response Team. We understand the Sheriff and Police Chief are in support of this legislation.

We believe this legislation will help our community and our City by increasing the number of peace officers available to keep the peace and protect citizens.

Sincerely,

Handwritten signature of Jennifer Laska in black ink.

Jennifer Laska  
President  
Hayes Valley Neighborhood Association

Handwritten signature of Lloyd Silverstein in black ink.

Lloyd Silverstein  
Chair, Merchant Group

Handwritten signature of Barbara Early in black ink.

Barbara Early  
Corresponding Secretary

Handwritten signature of Robert Barnwell in black ink.

Robert Barnwell  
Public Safety Committee

cc: Mayor London Breed, Board of Supervisors  
Victor Young, Kyle Smealie, Jen Snyder, DeAnthony Jones, HVNA Board

400 Grove Street, Suite #3, San Francisco, CA 94102  
[www.hayesvalleysf.org](http://www.hayesvalleysf.org)



November 29, 2021

The Honorable Shamann Walton  
Board President  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

The Honorable Ahsha Safai  
Supervisor, District 11  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Re: Request for Sherriff's Services- File 211031**

Dear President Walton and Supervisor Safai,

On behalf of the Building Owners and Managers Association (BOMA) San Francisco, I write to express my support for proposed ordinance 211031, which would amend the Administrative Code to authorize the Sheriff to contract with private individuals and private entities to provide supplemental law enforcement services.

As our City's downtown core continues to recover from the pandemic, organized retail theft continues to hinder the retail businesses that serve our downtown neighborhoods. Furthermore, the narrative surrounding this crime has served to undermine the confidence of our members and their tenants, further driving a hesitancy to return to the office or lease new space in our city.

BOMA believes that allowing this new program to move forward will be an important step in providing local retailers with additional resources to combat this serious issue. We also believe that the increased presence of off-duty sheriffs will spur more confidence in the safety of downtown San Francisco. Thank you for considering this key legislation.

Sincerely,

John R. Bryant  
CEO, BOMA San Francisco

Cc: The Honorable Connie Chan, District 1 Supervisor  
The Honorable Catherine Stefani, District 2 Supervisor  
The Honorable Aaron Peskin, District 3 Supervisor  
The Honorable Gordon Mar, District 4 Supervisor  
The Honorable Dean Preston, District 5 Supervisor  
The Honorable Matt Haney, District 6 Supervisor  
The Honorable Myrna Melgar, District 7 Supervisor  
The Honorable Rafael Mandelman, District 8 Supervisor  
The Honorable Hillary Ronen, District 9 Supervisor



December 2, 2021

San Francisco Board of Supervisors  
1 Dr. Carlton B Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102

RE: Support for Sheriff's 10A Program

Dear San Francisco Board of Supervisors,

The San Francisco Travel Association is writing to support the proposed Sheriff's 10A Program to allow private businesses to employ off-duty sheriff deputies to increase their security services. This new proposed tool will be an important way for San Francisco to be able to increase security especially at times when the demand for the SFPD officers in the 10B program is higher than supply of available officers.

In 2019, San Francisco welcomed over 25 million visitors who spent over \$11 Billion during their stay and generated over \$770 Million in taxes and fees for our City's General Fund. In order for San Francisco and its tourism industry to recover to pre-pandemic levels, business owners, employees, and their visitors need to feel safe in San Francisco.

Recent high-profile theft and burglary incidents have tarnished San Francisco's reputation as a safe and welcoming place for all. The 10A program is an opportunity to demonstrate our shared commitment to protecting our businesses and the public, as well as restore our city's global image.

We look forward to continuing to partner with the city to improve public safety in San Francisco.

Thank you,

Joe D'Alessandro  
President and CEO

General Truck Drivers, Automotive and Allied Workers. General jurisdiction in Marin, Sonoma, Mendocino and Lake Counties and Automotive in San Francisco, San Mateo, Santa Clara and San Benito Counties, California.



## TEAMSTERS LOCAL UNION No. 665

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
& TEAMSTERS JOINT COUNCIL No. 7



Main Office:  
1801 Van Ness Avenue, Suite 310  
San Francisco CA 94109

Tel: 415.728.0811

email: [office@teamsters665.org](mailto:office@teamsters665.org)

November 21, 2021  
San Francisco Board of Supervisors  
City Hall  
1 Carlton B Goodlett Place  
San Francisco, CA 94102-4689

Re: Supporting the Use of Sheriffs for Retail Theft Deterrent

Dear Supervisors:

Commercial retail theft negatively affects every aspect of San Francisco's brand. Many union employers are greatly impacted by this and are reducing hours and closing stores because they are losing merchandise daily to organized retail crime. This is happening despite additional investments in cameras, security, and the addition of theft deterrent devices on high ticket items.

We have all seen the video of a thief on a bicycle clearing the shelves of the Walgreens on Gough Street. Beyond rampant theft, workers are being threatened and physically attacked inside of our San Francisco establishments during their shifts. There have been countless cases in which our union members are put into harm's way because of this epidemic of retail theft.

The pandemic only exacerbated the problem of retail theft and many workers do not feel safe going into their workplaces because of the constant fear of falling victim to these criminal activities. Stores are not properly staffed to deter this behavior and there is very little security to act as a deterrent. Supervisor Safai has proposed using the Sheriff's as a deterrent, the Teamsters stand firmly behind this proposal. The health and safety of our members in San Francisco is of utmost importance to our union. The Sheriff's presence at these businesses shows San Francisco is willing to support its businesses and renews San Francisco's commitment to keep its community members safe.

The Teamsters urge you to support Supervisor Safai's implementation of the 10-A program for San Francisco Sheriffs. The Teamsters feel this is a part of finding an effective solution to one of the largest problems slowing the recovery and growth of San Francisco's economy.

Sincerely,

*Tony Delorio*

Tony Delorio  
Principal Officer  
Teamsters Local 665



Dear Honorable Members of the Board of Supervisors:

The San Francisco Chapter of the ACLU of Northern California writes to express several concerns we have about the recently introduced legislation to allow private businesses and individuals to hire San Francisco Sheriff's Deputies to combat retail theft in the city. Our concerns include, but are not limited to, the following:

1. **Program scope and applicability:** Government Code section 53069, subdivision (a)(1), which enables cities and counties to enact these 10A/10B supplemental security programs, appears to allow contracting for "special events or occurrences that happen on an occasional basis" and therefore would not appropriately authorize regular or ongoing contracting for the purposes of theft abatement. (See Prof. Lara Bazelon's letter to the Board, submitted prior to the vote scheduled for November 16, 2021.) **This also brings up concerns that the current use of SFPD officers in the same manner is outside the scope of the legislative intent and may not be lawful.**
2. **Police/law enforcement presence:** We believe that an increased law enforcement presence does not necessarily make neighborhoods safer and their use in this manner can reinforce improper policing tactics such as racial profiling. We also question how necessary this program is when, by Supervisor Safai's own admission, the statistics show that retail theft has not increased astronomically.
3. **Equity:** We do not think that public safety should be quasi-privatized. This program puts the power in the hands of corporations to decide where and when law enforcement will be working. It also likely favors large corporations, who can afford to pay the overtime costs associated with the program, over small business owners. This sends a message that public safety is only for those who can afford it, and provides no support to hard-working San Francisco small business owners, many of whom are people of color.
4. **Qualified immunity:** It is our understanding that these officers, although contracted privately, still are protected by qualified immunity when performing 10A or 10B work. In other words, a deputy working private security for a private entity would have qualified immunity while a private security guard would not.

We hope that you will take these concerns into consideration and vote "no" in the final vote set for December 14, 2021. If the legislation does pass and is finalized, we will be vigilant regarding how this law is being implemented in the community.

Sincerely,

San Francisco Chapter  
ACLU of Northern California



**From:** [Marisa Rodriguez](#)  
**To:** [Young, Victor \(BOS\)](#)  
**Cc:** [Randall Scott](#)  
**Subject:** 10A Support  
**Date:** Monday, November 1, 2021 10:16:32 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

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

Dear Chair and Committee Chairs,

The Union Square Alliance and the Fisherman's Wharf CBD are both in full support of this important and critical legislation.

The health and vitality of our retail and tourism corridors relies on the resources provided by this program to survive. We want to thank Supervisor Safai for taking initiative on this serious issue. Retail theft is hurting our city and we need the additional support to make it through the holiday season and beyond, safely.

Warmly,

Marisa Rodriguez and Randall Scott



**Marisa Rodriguez**  
Executive Director  
415-781-7880 x102  
[marisa@unionsquarealliance.com](mailto:marisa@unionsquarealliance.com)  
291 Geary Street, Suite 200  
San Francisco, CA 94102  
[www.visitunionsquaresf.com](http://www.visitunionsquaresf.com)  
Member Services 415-781-4456



The Union Square Business Improvement District is now the Union Square Alliance.  
Please make note of our new name and email address.

1 [Administrative Code - Request for Sheriff's Services]

2

3 **Ordinance amending the Administrative Code to authorize the Sheriff to contract with**  
4 **private individuals and private entities to provide supplemental law enforcement**  
5 **services to retail and commercial establishments.**

6 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
7 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
8 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
9 **Board amendment additions** are in double-underlined Arial font.  
10 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
11 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
12 subsections or parts of tables.

10

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

12

13 Section 1. Delegation.

14 State law allows the Board of Supervisors to contract on behalf of the Sheriff to provide  
15 supplemental law enforcement services to private individuals or private entities at special  
16 events or occurrences that happen on an occasional basis. Under this Chapter 10A, the  
17 Board of Supervisors is delegating to the Sheriff the Board's authority under state law to  
18 contract with private individuals or private entities to provide supplemental Sheriff's law  
19 enforcement services at special events or occurrences that happen on an occasional basis.

20

21 Section 2. The Administrative Code is hereby amended by adding Chapter 10A,  
22 consisting of Sections 10A.1, 10A.2, 10A.3, 10A.4, 10.5, 10A.6, 10A.7, and 10A.58, to read as  
23 follows:

24

25 **10A.1. DEFINITIONS.**

1 For purposes of this Chapter 10A, the following definitions shall apply:

2 “City” means the City and County of San Francisco.

3 “Commercial” establishment means an establishment whose purpose is financial gain.

4 “Department” means the Sheriff’s Department.

5 “Requestor” means a private individual or private entity “Event Organizer” means the  
6 person, firm, corporation, or organization hosting a cultural, recreational, entertainment, arts,  
7 educational, civic, or religious event, including festivals and block parties, and seeking  
8 additional personnel, equipment, or materials of the Department at special events or occurrences  
9 that happen on an occasional basis, for law enforcement purposes within the City.

10 “Retail” establishment means an establishment for the sale of goods, typically in small  
11 quantities, or services directly to the ultimate consumer or end user.

12 “Security Plan” means a plan drafted by the Event Organizer Requestor that adequately  
13 addresses the safety of persons and property associated with the special event or occurrence that is  
14 the subject of the request for Department services. This definition of “Security Plan” does not limit the  
15 discretion of the Department to impose more stringent requirements for a Security Plan as  
16 circumstances warrant.

17 “Sheriff” means the Sheriff or the Sheriff’s designee.

18  
19 **10A.2. REQUEST FOR SHERIFF’S SERVICES.**

20 (a) Any prospective Event Organizer Requestor desiring supplemental Department law  
21 enforcement services within the City for their event special events or occurrences that happen on  
22 an occasional basis, may request the Sheriff to provide Department personnel to perform such  
23 services. Any request for such services shall include a Security Plan.

24 (b) The Sheriff may provide supplemental law enforcement services under this  
25 Chapter 10A only to Retail and Commercial establishments.

1            (bc) If the Sheriff approves the request for Department services, the Sheriff shall include with  
2 the approval a written staffing plan that includes the number of personnel to be detailed in response to  
3 the request, the approximate personnel location assignments, the anticipated shifts for all detailed  
4 personnel, and the contact information of the Department employee to be assigned to supervise those  
5 personnel.

6            (ed) If the Sheriff determines that the requested Department services will require dispatch  
7 services from the Department of Emergency Management, the Sheriff shall notify the Executive  
8 Director of the Department of Emergency Management (or designee), who may detail such personnel  
9 for such services in the number the Executive Director or designee determines to be necessary to  
10 perform the dispatch services.

11            (de) An Event Organizer Requestor whose request for Department services has been denied  
12 may submit a request for reconsideration of the denial to the Sheriff in writing within 10 days of receipt  
13 of the denial. An Event Organizer Requestor whose request for Department services has been  
14 approved may submit a request for reconsideration of the written staffing plan required under  
15 subsection (bc) to the Sheriff in writing within 10 days of receipt of the written staffing plan.

16            (ef) The Sheriff shall inform the Event Organizer Requestor in writing of the Sheriff's final  
17 decision regarding any request for reconsideration made under subsection (de) within 10 days of  
18 receipt of the request for reconsideration.

19  
20            **SEC. 10A.3. PAYMENT FOR SERVICES.**

21            (a) The Event Organizer Requestor shall pay to the Department such sums of money as may  
22 be necessary to pay for the additional services, including any dispatch services provided by the  
23 Department of Emergency Management.

24            (1) The payment shall include a component for Department services, computed based  
25 upon the rate paid or payable to those uniformed officers of the Department actually performing

1 services at the time they are to perform such additional services, and the cost of additional equipment  
2 and materials expended, together with an administrative overhead charge to cover the proportionate  
3 percentage of the Department's administrative costs that are attributable in the Department's  
4 reasonable discretion to the work performed pursuant to the request.

5 (2) The payment shall also include a component for any dispatch services provided by  
6 the Department of Emergency Management, which shall be computed by the Department of Emergency  
7 Management based on the rate paid or payable to the dispatch personnel actually performing services  
8 at the time they are to perform such additional duties.

9 (b) The Department shall provide an estimate of the payment for such services, including an  
10 estimate from the Department of Emergency Management for any dispatch services, to the Requestor  
11 ~~Event Organizer~~ within a reasonable time prior to the date service is to be rendered. The Event  
12 ~~Organizer~~Requestor shall deposit the amount of estimated funds with the Department prior to the  
13 time that the Department renders the requested service. The Department may waive the deposit  
14 requirement if the Department reasonably believes that a waiver is justified based on criteria that the  
15 Sheriff shall determine and post on the Department website at least 30 days before accepting any  
16 requests for services under this Chapter 10A.

17 (c) Within a reasonable time after the services are rendered, the Sheriff shall determine the  
18 amount of payment due. The amount due shall be based on actual services performed by the  
19 Department and any dispatch services by the Department of Emergency Management.

20 (1) If the deposit pursuant to subsection (b) is insufficient to cover the actual cost of  
21 Department and dispatch services, the Sheriff shall notify the Event OrganizerRequestor by United  
22 States mail to the address listed on the request for such services, and the Event OrganizerRequestor  
23 shall have 10 days from receipt of the bill to pay the balance.

1                   (2) If the amount deposited pursuant to subsection (b) exceeds the actual cost of  
2 Department and dispatch services, the Sheriff shall authorize and arrange payment of a refund of the  
3 excess to the ~~Event Organizer~~Requestor.

4                   (d) The Department shall deposit with the Treasurer such sums as received in a special account  
5 designated public facilities overtime account; provided, however, that the amount for the Department  
6 representing administrative overhead shall be deposited to the general fund unappropriated balance of  
7 funds, and the amount for the Department of Emergency Management's dispatch services shall be  
8 transferred to the Department of Emergency Management.

9                   (e) The ~~Event Organizer~~Requestor shall indemnify, hold harmless, and defend the City, the  
10 Department, the Department of Emergency Management, and all City officers, agents, and employees,  
11 from and against all liability, judgments, or claims for personal injury, including but not limited to  
12 bodily injuries, or other claims, including but not limited to false arrest and false imprisonment, caused  
13 by or purportedly caused by such personnel in the rendering of such services.

14                   (f) The City shall not waive payment for Department or dispatch services provided pursuant to  
15 this Chapter 10A except by ordinance.

16  
17                   **SEC. 10A.4. COMPENSATION.**

18                   (a) For services performed in excess of the basic week of service, Department members shall be  
19 compensated on the basis of time and one-half in accordance with the ratio that said excess service  
20 bears to the basic week of service and the annual compensation as determined under Section A8.400 of  
21 the City Charter and applicable memoranda of understanding.

22                   (b) Requested services from the Department and the Department of Emergency Management  
23 shall be compensated upon the basis of four hours per employee minimum per assignment.

24                   (c) For services performed in excess of the basic work week, Department of Emergency  
25 Management personnel shall be compensated on the basis of time and one-half in accordance with the

1 ratio which said excess service bears to the basic week of service and the annual compensation  
2 provided therefor in applicable memoranda of understanding.

3 (d) A member of the Department or Department of Emergency Management, detailed to  
4 perform services pursuant to this Chapter 10A, shall not be entitled to any additional overtime benefits  
5 other than those provided in this Section 10A.4.

6  
7 **SEC. 10A.5. RESTRICTIONS ON DEPARTMENT MEMBER ELIGIBILITY TO**  
8 **PERFORM SUPPLEMENTAL LAW ENFORCEMENT SERVICES.**

9 (a) Department members shall be ineligible to perform supplemental law enforcement  
10 services under this Chapter 10A under the following circumstances:

11 \_\_\_\_\_ (1) The Department member is regularly scheduled to work during the hours for  
12 which the supplemental law enforcement services are requested; or

13 \_\_\_\_\_ (2) The Department member has used more than 20 hours of paid sick leave in  
14 the three months prior to the date of the request.

15 (b) For purposes of subsection (a), the calculation of hours of paid sick leave used by  
16 a Department member shall exclude:

17 \_\_\_\_\_ (1) Leave for birth or adoption of a child;

18 \_\_\_\_\_ (2) Bereavement Leave due to the death of a spouse/domestic partner, parent,  
19 child, or sibling. Bereavement Leave due to the death of a person not listed in this subsection  
20 (b)(2) shall be included:

21 \_\_\_\_\_ (3) COVID-19 Sick Leave;

22 \_\_\_\_\_ (4) Federal COVID-19 Sick Leave;

23 \_\_\_\_\_ (5) Unpaid Leave;

24 \_\_\_\_\_ (6) Unpaid Sick Leave;

25

1           (7) Disability Leave, provided that the Department member has filed a disability  
2 claim based on the disability. If that claim is denied, the calculation of paid sick leave shall be  
3 adjusted to exclude Disability Leave; and

4           (8) Paid Parental Leave.

5  
6           **SEC. 10A.6. ADMINISTRATION AND REPORTING REQUIREMENTS IN**  
7 **COORDINATION WITH CHIEF OF POLICE.**

8           (a) The Sheriff shall consult with the Chief of Police or the Chief's designee to ensure  
9 coordination between their respective departments in the administration of this Chapter 10A  
10 and of Chapter 10B. Coordination shall include identifying and prioritizing requests for  
11 services in areas of the City with the highest demand for those services and may include the  
12 execution of a memorandum of understanding between the Sheriff and the Chief of Police.

13           (b) The Sheriff shall consider the recommendations of representatives of City  
14 Commercial and Retail establishments in the implementation and administration of this  
15 Chapter 10A.

16           (c) Within 90 days of the effective date of this Chapter 10A, the Sheriff, in consultation  
17 with the Chief of Police or the Chief's designee, shall develop and report to the Board of  
18 Supervisors a written plan describing how the Sheriff will implement and administer this  
19 Chapter 10A. The plan shall include policies and procedures governing the delivery of  
20 services under this Chapter, including policies and procedures for field training, use of force,  
21 citations, arrests, bookings, report writing, custodial transportation, and investigations.

22  
23           **SEC. 10A.7. REQUESTS FOR SERVICES LIMITED TO REQUESTS**  
24 **COORDINATED WITH POLICE DEPARTMENT; EXPIRATION.**



1           (a) The Sheriff may provide supplemental law enforcement services only to  
2 Requestors that demonstrate that the Chief of Police or the Chief of Police’s designee has  
3 denied their request for supplemental Police Department services under the program  
4 established by Chapter 10B of this Administrative Code.

5           (b) The limitation set forth in subsection (a) above shall expire 60 days after the  
6 effective date of the ordinance in Board file No. 211031 establishing this Chapter 10A,  
7 provided the Sheriff and the Chief of Police have executed a memorandum of understanding  
8 (“MOU”) addressing coordination of relevant operational and administrative implementation  
9 issues pertaining to the delivery of supplemental law enforcement services including, but not  
10 limited to, processing of requests, assignments of personnel, citations, arrests, bookings,  
11 report writing, report review, custodial transportation and investigations, or if the MOU is  
12 agreed upon at a later date the limitation set forth in subsection (a) shall expire then. Upon  
13 execution of such an MOU, the Sheriff shall transmit a copy to the Clerk of the Board of  
14 Supervisors, and the City Attorney shall cause this Section 10A.7 to be removed from the  
15 Administrative Code.

16  
17           **SEC. 10A.5,8. UNDERTAKING FOR THE GENERAL WELFARE.**

18           *In enacting and implementing this Chapter 10A, the City is assuming an undertaking only to*  
19 *promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an*  
20 *obligation for breach of which it is liable in money damages to any person who claims that such breach*  
21 *proximately caused injury.*

22  
23           Section 3. Effective Date. This ordinance shall become effective 30 days after  
24 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
25



**REVISED LEGISLATIVE DIGEST**

(12/7/2021, Amended in Board)

[Administrative Code - Request for Sheriff's Services]

**Ordinance amending the Administrative Code to authorize the Sheriff to contract with private individuals and private entities to provide supplemental law enforcement services to retail and commercial establishments.**

Existing Law

Existing law authorizes the Board of Supervisors to contract with private individuals and private entities to provide supplemental law enforcement services at special events or occurrences that happen on an occasional basis. Existing law provides that the requirements of the Paid Sick Leave Ordinance ("PLSO" Administrative Code Chapter 12) are not applicable to employees covered by a bona fide collective bargaining agreement to the extent that such requirements are expressly waived in the collective bargaining agreement in clear and unambiguous terms.

Amendments to Current Law

This ordinance would delegate to the Sheriff the authority to contract with private individuals and private entities to provide supplemental Sheriff's services at special events or occurrences that happen on an occasional basis at retail and commercial establishments. This ordinance would require that the requestor include a security plan with their request for services and that the Sheriff develop a staffing plan that includes, if needed, Department of Emergency Management dispatch services. This ordinance also would delineate payment and compensation requirements. And finally, this ordinance would restrict Sheriff's Department member eligibility to perform supplemental law enforcement services by prohibiting member participation during regularly scheduled work hours or when the member has used more than 20 hours of paid sick leave (as defined) in the three months prior to the request. The restriction on member eligibility related to the use of paid sick leave is enforceable only as long as the collective bargaining agreements applicable to Department members contain an express waiver of the PLSO requirements. The current collective bargaining agreements for Department members include express waivers of the requirements of the PLSO.

This ordinance would require that the Sheriff consult with the Chief of Police to ensure coordination between their respective departments in the administration of this Chapter 10A and of Chapter 10B. This ordinance would require that the Sheriff consider the recommendations of representatives of City commercial and retail establishments in the

implementation of the program. This ordinance also would require the Sheriff, in consultation with the Chief of Police, to develop and report to the Board of Supervisors a written plan describing how the Sheriff will implement the program.

This ordinance would allow the Sheriff to provide supplemental law enforcement services only to requestors that demonstrate that the Chief of Police or the Chief of Police's designee has denied their request for supplemental law enforcement services. This ordinance would state that this limitation would expire 60 days after the effective date of this ordinance provided the Sheriff and the Chief of Police have executed a memorandum of understanding ("MOU") addressing coordination of relevant operational and administrative implementation issues pertaining to the delivery of supplemental law enforcement services, or if the MOU is agreed upon at a later date the limitation would expire then.

#### Background

This ordinance reflects amendments made at the November 1, 2021 meeting of the Rules Committee and the December 7, 2021 meeting of the Board.

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BOARD of SUPERVISORS



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

## MEMORANDUM

### RULES COMMITTEE

#### SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair  
Rules Committee

FROM: Victor Young, Assistant Clerk *Victor Young*

DATE: November 8, 2021

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, November 8, 2021

The following file should be presented as a **COMMITTEE REPORT** at the Board Meeting on Tuesday, November 9, 2021. This item was acted upon at the Rules Committee Meeting on Monday, November 8, 2021, at 10:00 a.m., by the votes indicated.

#### **Item No. 21 File No. 211031**

[Administrative Code - Request for Sheriff's Services]

Ordinance amending the Administrative Code to authorize the Sheriff to contract with private individuals and private entities to provide supplemental law enforcement services.

RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

Vote: Supervisor Rafael Mandelman - Aye  
Supervisor Connie Chan - Aye  
Supervisor Aaron Peskin - Aye

c: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Alisa Somera, Legislative Deputy Director  
Anne Pearson, Deputy City Attorney

BOARD of SUPERVISORS



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TDD/TTY No. 554-5227

## MEMORANDUM

TO: Sherriff Paul Miyamoto

FROM: Victor Young, Assistant Clerk

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

DATE: October 11, 2021

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Rules Committee received the following proposed legislation:

**File No. 211031**

**Ordinance amending the Administrative Code to authorize the Sheriff to contract with private entities to provide supplemental law enforcement services.**

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [victor.young@sfgov.org](mailto:victor.young@sfgov.org).

- c. Johanna Saenz, Sheriff's Department
- Katherine Johnson, Sheriff's Department
- Nancy Crowley, Sheriff's Department
- Rich Jue, Sheriff's Department
- Christian Kropff, Sheriff's Department

# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Topic submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

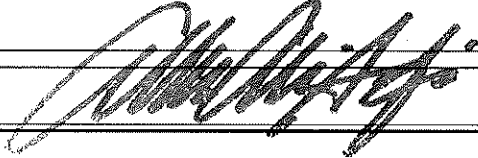
Safai

Subject:

Administrative Code - Request for Sheriff's Services

The text is listed:

Ordinance amending the Administrative Code to authorize the Sheriff to contract with private entities to provide supplemental law enforcement services.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only