

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 Organizer~~Requestor by United
22 States mail to the address listed on the request for such services, and the ~~Event Organizer~~Requestor
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.~~

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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.

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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.

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

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

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