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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

HEATHER BRANTLEY

CITY OF SACRAMENTO
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SACRAMENTO CA 95814

ORDINANCE
IN LIEU OF PFP 2PM O2024-0016 ITEM 20 2024-01128
01516
HEARING/CLOSE/SALE DATE: 06/25/24

The undersigned says:

I am over the age of 18 years and a citizen of the United States. I am not a party to and have no interest in this matter. I am a principal clerk of the SACRAMENTO BULLETIN*, a newspaper of general circulation in the City of Sacramento, Sacramento Public Notice District, the County of Sacramento, and the State of California, as adjudicated in Sacramento Superior Court Case No. 00SC01155. The notice, a printed copy of which appears hereon, was published on the following date(s): Jul 1, 2024

I declare under penalty of perjury that the foregoing is true and correct. Executed at Los Angeles, California on 07/01/24.



signature

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ORDINANCE 2024-0016
Adopted by the Sacramento City Council
June 25, 2024

An Ordinance Amending Section
3.56.070 of the Sacramento City Code,
Relating to Janitorial and Security-Guard Services Contracts

BE IT ENACTED BY THE COUNCIL OF
THE CITY OF SACRAMENTO:

SECTION 1.

Section 3.56.070 of the Sacramento City Code is hereby amended to read as follows:

3.56.70 Janitorial and security-guard services contracts.

A. No contract for janitorial or security-guard services may be awarded by the city to a prospective contractor, and no existing contract for such services may be amended, unless-

1. The employees who will provide services under the contract are covered by a collective bargaining agreement that meets the criteria set forth in California Labor Code section 238.5; or

2. The contractor or prospective contractor has entered into a letter of intent, as defined in subsection E, below.

B. Before being awarded a city contract for janitorial or security-guard services, or amending such a contract, the contractor or prospective contractor for those services shall-

1. Attest in writing, under penalty of perjury, that the employees who will be working under the contract are covered by a bona fide collective bargaining agreement that meets the criteria set forth in California Labor Code section 238.5, subdivision (b), or provide a letter of intent with a labor union whose collective bargaining agreement meets the criteria set forth in California Labor Code section 238.5;

2. Provide a copy of the collective bargaining agreement or letter of intent to the city if requested.

C. A contractor under a city contract for janitorial services shall pay "prevailing wages," as described in California Public Utilities Code section 465, to its employees who work under the contract. A janitorial services contractor shall compensate its employees for hours worked under the contract at the highest rates listed in the annual prevailing wage determination, regardless of the employees' dates of hire.

D. The 60-day transition employment period for displaced janitors set forth in California Labor Code section 1061 is extended to 90 days.

E. For the purpose of this section, a "letter of intent" means an agreement, signed by the contractor or prospective contractor and a labor union, that states the following-

1. The parties intend to enter into a subsequent agreement outlining a procedure for employees to exercise their

representation rights granted under federal law if the city awards or amends a contract for janitorial or security-guard services;

2. If the contractor's or prospective contractor's employees working under the city contract elect to be represented by a labor union, the contractor or prospective contractor will sign and adhere to the applicable terms and conditions of the labor union's collective bargaining agreement; and

3. The labor union will not oppose the award of the contract to the prospective contractor or the amendment of an existing contract.

F. This section does not apply to contracts for-1) on-call emergency security-guard services; or 2) on-call security-guard services for events if the cost of the services are passed through to a third party.

Adopted by the City of Sacramento City Council on June 25, 2024, by the following vote:

Ayes: Members Guerra, Jennings, Maple, Thao, Valenzuela, and Vang

Noes: Member Kaplan

Abstain: None

Absent: Member Talamantes and Mayor Steinberg

Attest:
/s/
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

*Passed for Publication: Not applicable.
Published: Published in full pursuant to Sacramento City Charter, 32(d).
Effective: July 25, 2024*

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