

1 [Contract Requirements - Municipal Transportation Agency Armed and Unarmed Security  
2 Services]

3 **Ordinance authorizing the Municipal Transportation Agency to include, in any contract**  
4 **for security services it executes within the next year after issuing a competitive**  
5 **solicitation, provisions that require: payment of prevailing wages by both the**  
6 **contractor and subcontractors to any individual providing security services under the**  
7 **contract, and transitional employment and retention for the prior contractor's**  
8 **employees as set forth in Administrative Code, Section 21C.7.**

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

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

17 Section 1. Findings.

18 1. San Francisco Administrative Code Section 21C.7 requires contractors, for  
19 certain types of contracts, to pay prevailing wages to any employee performing services, and  
20 provide transitional employment and retention for the prior contractor's employees.

21 2. The requirement to pay prevailing wages includes wage rates for overtime and  
22 holiday work and fringe benefits as paid for similar work performed in the City by private  
23 employers.

24 3. The Board of Supervisors has previously determined that the turnover of  
25 experienced workers resulting from a change in City contractors for certain types of services  
jeopardizes the quality, efficiency and cost-effectiveness provided under the successor  
contract.

1           4.       The Board of Supervisors has determined that contracts for these types of  
2 services must include requirements that the successor contractor: (1) retain, for a six-month  
3 period, employees who have worked at least fifteen hours per week and have been employed  
4 by the prior contractor or its subcontractors, if applicable, for the preceding twelve months; (2)  
5 retain employees of the prior contractor by seniority within job classifications if fewer  
6 employees are required to perform the new contract; (3) maintain a preferential hiring list of  
7 eligible employees that were not retained by the successor contractor; (4) not discharge any  
8 retained employee without cause; (5) perform a written performance evaluation for each  
9 retained employee after six months; and (6) offer continued employment to retained  
10 employees, if the employee's performance is satisfactory, under the terms and conditions  
11 established by the successor contractor.

12           5.       The Municipal Transportation Agency intends to issue a new solicitation for  
13 security services within the next six months since the existing contract will expire within that  
14 timeframe.

15           6.       Because the possibility of turnover of experienced workers resulting from a  
16 potential change in contractors will jeopardize the quality, efficiency and cost-effectiveness of  
17 security services provided under a successor contract, the Municipal Transportation Agency is  
18 seeking authorization from the Board of Supervisors to include, in any contract for security  
19 services the Municipal Transportation Agency executes within the next year after issuing a  
20 competitive solicitation, provisions that would require: (1) payment of prevailing wages by both  
21 the contractor and subcontractors to any individual providing security services under the  
22 contract, and (2) transitional employment and retention for the prior contractor's employees as  
23 set forth in Section 21C.7 of the San Francisco Administrative Code. ~~For the purposes of this~~  
24 ~~ordinance, the term "prevailing wages" shall not be defined under Section 21C.7, but shall be~~  
25 ~~defined as the amount of compensation, including fringe benefits or the matching equivalent~~

1 ~~thereof, paid by the incumbent contractor to its security guard employees as of the date of the~~  
2 ~~issuance of the competitive solicitation.~~

3 Section 2. The Municipal Transportation Agency is authorized to include, in any  
4 contract for security services it executes within the next year after issuing a competitive  
5 solicitation, provisions that would require: (1) payment of prevailing wages by both the  
6 contractor and subcontractors to any individual providing security services under the contract,  
7 and (2) transitional employment and retention for the prior contractor’s employees as set forth  
8 in Section 21C.7 of the San Francisco Administrative Code.

9  
10 APPROVED AS TO FORM:  
11 DENNIS J. HERRERA, City Attorney

12 By: \_\_\_\_\_  
13 ROBIN M. REITZES  
14 Deputy City Attorney

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
n:\legana\as2014\1500313\00972693.doc