

AMENDED IN ASSEMBLY APRIL 8, 2024

AMENDED IN ASSEMBLY MARCH 21, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

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**ASSEMBLY BILL**

**No. 2557**

**Introduced by Assembly Member Ortega**

February 14, 2024

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An act to amend Sections 31000, 31000.4, 37103, and 53060 of the Government Code, relating to local agencies.

LEGISLATIVE COUNSEL'S DIGEST

AB 2557, as amended, Ortega. Local agencies: contracts for special services and temporary help: performance reports.

(1) Existing law relating to the government of counties authorizes a county board of supervisors to contract for certain types of special services on behalf of the county, any county officer or department, or any district or court in the county. Existing law requires those special services contracts to be with persons who are specially trained, experienced, expert, and competent to perform those services.

This bill would require each contract for special services to include specific performance standards and requirements. The bill would require the board or a representative, at least 10 months before beginning a procurement process to contract with persons for special services that are currently, or were in the prior 10 years, performed by employees of the county represented by an employee organization, to notify, in writing, the exclusive employee representative of the workforce affected by the contract of its determination to begin that process. The bill would require each person who enters into such a contract with the board of supervisors to submit quarterly performance reports, as prescribed,

every 90 days, to the board of supervisors and the exclusive representative of the employee organization. The bill would require the board or its representative to monitor quarterly performance reports to evaluate the quality of services and withhold payments to the contractor under prescribed circumstances, which circumstances the bill would deem to be a breach of contract. The bill would require contract terms exceeding 2 years to undergo a performance audit, as prescribed, by an independent auditor approved by the board to determine whether the performance standards are being met.

(2) Existing law authorizes a county board of supervisors to contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, if the board determines that it is in the economic interest of the county to do so. Existing law limits the use of temporary help to no more than 90 days for any single peak load, temporary absence, or emergency situation.

This bill would impose requirements similar to those described in paragraph (1) for board contracts for temporary help, with reports and monitoring on a monthly basis.

(3) Existing law relating to the government of cities authorizes the legislative body of a city to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

This bill would impose requirements similar to those described in paragraph (1) for city council contracts for special services.

(4) Existing law authorizes the legislative body of a public or municipal corporation or district to contract with persons performing special services in regard to financial, economic, accounting, engineering, legal, and administrative matters if those persons are specially trained and experienced and competent to perform the special services required.

This bill would impose requirements similar to those described in paragraph (1) for legislative body contracts for special services.

(5) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all counties and cities, including charter counties and charter cities.

(6) By imposing new duties on local government agencies, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 31000 of the Government Code is  
2 amended to read:

3 31000. (a) (1) The board of supervisors may contract for  
4 special services on behalf of the following public entities: the  
5 county, any county officer or department, or any district or court  
6 in the county. Such contracts shall be with persons specially  
7 trained, experienced, expert and competent to perform the special  
8 services.

9 (2) The special services shall consist of services, advice,  
10 education or training for such public entities or the employees  
11 thereof. The special services shall be in financial, economic,  
12 accounting, including the preparation and issuance of payroll  
13 checks or warrants, engineering, legal, medical, therapeutic,  
14 administrative, architectural, airport or building security matters,  
15 laundry services or linen services. They may include maintenance  
16 or custodial matters if the board finds that the site is remote from  
17 available county employee resources and that the county's  
18 economic interests are served by such a contract rather than by  
19 paying additional travel and subsistence expenses to existing county  
20 employees.

21 (3) The board may pay from any available funds compensation  
22 it deems proper for these special services. The board of supervisors  
23 may, by ordinance, direct the purchasing agent to enter into  
24 contracts authorized by this section within the monetary limit  
25 specified in Section 25502.5 of the Government Code.

26 (4) Each contract for special services shall include specific  
27 performance standards and requirements, including, but not limited  
28 to, objectives and deliverables.

1 (b) At least 10 months before beginning a procurement process  
2 to contract with persons for special services that are currently, or  
3 were in the prior 10 years, performed by employees of the county  
4 represented by an employee organization, as defined in subdivision  
5 (a) of Section 3501, the board of supervisors, or a representative  
6 of the board, shall notify, in writing, the exclusive employee  
7 representative of the workforce affected by the contract of its  
8 determination to begin that process.

9 (c) Each person who enters into a contract with the board of  
10 supervisors pursuant to subdivision (a) to perform functions that  
11 are currently, or were in the prior 10 years, performed by  
12 employees of the county represented by an employee organization,  
13 as defined in subdivision (a) of Section 3501, shall submit quarterly  
14 performance reports, every 90 days, to the board of supervisors  
15 and the exclusive representative of the employee organization.

16 (d) The quarterly performance reports shall include all of the  
17 following:

18 (1) A list of all contract objectives that describe the goals of the  
19 contract.

20 (2) A description of all deliverables the contractor has provided  
21 that include tangible and intangible services or goods that are  
22 measurable and produced as a result of the contract.

23 (3) A description of the contractor's progress towards contract  
24 objectives identified in paragraph (1).

25 (4) A list of all financial expenditures incurred for services  
26 provided, including, but not limited to, personnel costs, direct  
27 expenses, and indirect expenses, and their corresponding  
28 deliverables.

29 (5) The number of each contractor and subcontractor's  
30 employees, organized by job category, sex, race, and ethnicity,  
31 and the number of each contractor and subcontractor's independent  
32 contractors by job category, sex, race, and ethnicity.

33 (6) (A) The names of any subcontractors providing services  
34 under the contract and the names of the employees of the contractor  
35 and any subcontractors providing services pursuant to the contract.

36 (B) The hourly rates, total compensation, and pay scales for the  
37 individuals identified in subparagraph (A), ~~including, but not~~  
38 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
39 ~~retirement,~~ (A) organized by job classification.

1 (C) The names of any workers providing services pursuant to  
2 the contract as independent contractors.

3 (D) The hourly rates, total compensation, and pay scales for the  
4 individuals identified in subparagraph ~~(C)~~, ~~including, but not~~  
5 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
6 ~~retirement,~~ (C) organized by job classification.

7 (7) Performance standard metrics for individual contractor and  
8 subcontractor employees performing work pursuant to the contract.

9 (e) The board of supervisors or its representative shall monitor  
10 quarterly performance reports to evaluate the quality of services.  
11 The board shall withhold payment to the contractor under any of  
12 the following circumstances, which constitute a breach of contract:

13 (1) (A) Three or more consecutive quarterly performance  
14 reports are deemed as underperforming by a representative of the  
15 board of supervisors or a representative of the exclusive bargaining  
16 unit.

17 (B) If a contractor submits a plan to achieve substantial  
18 compliance with the contract and this section, the board of  
19 supervisors shall immediately resume making payments to the  
20 contractor, including all previously withheld payments unless,  
21 within a reasonable time, the board of supervisors, the employee  
22 organization, or assigned representatives reject the plan as  
23 insufficient and explain the reasons for the rejection.

24 (2) (A) The contractor fails to provide the quarterly reports  
25 required by this section or provides a report that is incomplete.

26 (B) The board of supervisors shall withhold further payments  
27 until all complete reports are provided. The board of supervisors  
28 shall immediately resume making payments to the contractor,  
29 including all previously withheld payments unless, within a  
30 reasonable time, the board of supervisors, the employee  
31 organization, or assigned representatives reject the reports as  
32 incomplete and explain the reasons for the rejection.

33 (f) The quarterly performance reports shall not be required for  
34 contracts between governmental entities.

35 (g) Contract terms exceeding two years shall undergo a  
36 performance audit by an independent auditor approved by the  
37 board of supervisors, to determine whether the performance  
38 standards are being met. Audits shall be conducted at least one  
39 year before the contract expires or qualifies for renewal or  
40 extension. The independent auditor shall present the findings of

1 the audit report during a public session of the board of supervisors.  
2 The board shall not renew or extend a contract before receiving  
3 and evaluating the audit report in conference with a representative  
4 of the exclusive bargaining unit.

5 (h) The contractor shall reimburse the board of supervisors for  
6 the cost of the audit. A contractor shall not factor the costs of the  
7 audit into the contract costs with the board of supervisors.

8 (i) The contract shall provide that all records provided to the  
9 county by the contractor shall be subject to the California Public  
10 Records Act (Division 10 (commencing with Section 7920.000)  
11 of Title 1). In furtherance of this subdivision, contractors and any  
12 subcontractors shall maintain records related to performance of  
13 the contract that ordinarily would be maintained by the county in  
14 performing the same functions.

15 (j) *For purposes of this section, the following definitions apply:*

16 (1) *“Deliverables” means the agreed upon services set forth in*  
17 *the contract, the expected rate of delivery, and the success of those*  
18 *services.*

19 (2) *A plan is “insufficient” if service falls below the average*  
20 *rate of completion by the workers of the affected bargaining unit.*

21 (3) *“Total compensation” means the complete payment provided*  
22 *to a contracted employee throughout the duration of the contract,*  
23 *including, but not limited to, applicable hourly pay, overtime pay,*  
24 *benefits, and retirement.*

25 (4) *A performance report is “underperforming” if the contractor*  
26 *fails to meet the expected delivery of services in a manner that*  
27 *would lead to an extension of the contract or at a rate below the*  
28 *agreed upon standards.*

29 (j)

30 (k) The provisions of this section are severable. If any provision  
31 of this section or its application is held invalid, the invalidity shall  
32 not affect other provisions or applications that can be given effect  
33 without the invalid provision or application.

34 (k)

35 (l) The Legislature finds and declares that ~~this section addresses~~  
36 *ensuring that the replacement of bargaining unit work with*  
37 *contracted employees does not undermine public employee*  
38 *relations is a matter of statewide concern for purposes of Section*  
39 *4 of Article XI of the California Constitution. Therefore, this*  
40 *section applies to all counties, including charter counties.*

1     ~~(t)~~

2     (m) The amendments to this section adding this subdivision  
3 shall apply on and after January 1, 2025. These amendments shall  
4 apply prospectively only and shall not be construed, applied, or  
5 otherwise interpreted to have any effect on or application to any  
6 contract entered into before January 1, 2025.

7     SEC. 2. Section 31000.4 of the Government Code is amended  
8 to read:

9     31000.4. (a) (1) The board of supervisors may contract with  
10 temporary help firms for temporary help to assist county agencies,  
11 departments, or offices during any peak load, temporary absence,  
12 or emergency other than a labor dispute, provided the board  
13 determines that it is in the economic interest of the county to  
14 provide that temporary help by contract, rather than employing  
15 persons for that purpose. Use of temporary help under this section  
16 shall be limited to a period of not to exceed 90 days for any single  
17 peak load, temporary absence, or emergency situation.

18     (2) Each contract for temporary help shall include specific  
19 performance standards and requirements, including, but not limited  
20 to, objectives and deliverables.

21     (b) At least 90 days before beginning a procurement process to  
22 contract with persons for temporary help that are currently, or were  
23 in the prior 10 years, performed by employees represented by an  
24 employee organization, as defined in subdivision (a) of Section  
25 3501, shall notify, in writing, the exclusive employee representative  
26 of the workforce affected by the contract of its determination to  
27 begin that process.

28     (c) Each person who enters into a contract exceeding 60 days  
29 with the board of supervisors pursuant to subdivision (a) to perform  
30 functions that are currently, or were in the prior 10 years, performed  
31 by employees represented by an employee organization, as defined  
32 in subdivision (a) of Section 3501, shall submit monthly  
33 performance reports, every 30 days, to the funding agency and the  
34 exclusive representative of the employee organization.

35     (d) The monthly performance reports shall include all of the  
36 following:

37     (1) A list of all contract objectives that describe the goals of the  
38 contract.

1 (2) A description of all deliverables the contractor has provided  
2 that include tangible and intangible services or goods that are  
3 measurable and produced as a result of the contract.

4 (3) A description of the contractor's progress towards contract  
5 objectives identified in paragraph (1).

6 (4) A list of all financial expenditures incurred for services  
7 provided, including, but not limited to, personnel costs, direct  
8 expenses, and indirect expenses, and their corresponding  
9 deliverables.

10 (5) The number of each contractor and subcontractor's  
11 employees, organized by job category, sex, race, and ethnicity,  
12 and the number of each contractor and subcontractor's independent  
13 contractors by job category, sex, race, and ethnicity.

14 (6) (A) The names of any subcontractors providing services  
15 under the contract, and the names of the employees of the  
16 contractor and any subcontractors providing services pursuant to  
17 the contract.

18 (B) The hourly rates, total compensation, and pay scales for the  
19 individuals identified in subparagraph ~~(A)~~, ~~including, but not~~  
20 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
21 ~~retirement~~, (A) organized by job classification.

22 (C) The names of any workers providing services pursuant to  
23 the contract as independent contractors.

24 (D) The hourly rates, total compensation, and pay scales for the  
25 individuals identified in subparagraph ~~(C)~~, ~~including, but not~~  
26 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
27 ~~retirement~~, (C) organized by job classification.

28 (7) Performance standard metrics for individual contractor and  
29 subcontractor employees performing work pursuant to the contract.

30 (e) The board of supervisors or its representative shall monitor  
31 monthly performance reports to evaluate the quality of services.  
32 The board shall withhold payment to the contractor under any of  
33 the following circumstances, which constitute a breach of contract:

34 (1) (A) Three or more consecutive monthly performance reports  
35 are deemed as underperforming by a representative of the board  
36 of supervisors or a representative of the exclusive bargaining unit.

37 (B) If a contractor submits a plan to achieve substantial  
38 compliance with the contract and this section, the board of  
39 supervisors shall immediately resume making payments to the  
40 contractor, including all previously withheld payments unless,



1 within a reasonable time, the board of supervisors, the employee  
2 organization, or assigned representatives reject the plan as  
3 insufficient and explain the reasons for the rejection.

4 (2) (A) The contractor fails to provide the monthly reports  
5 required by this section or provides a report that is incomplete.

6 (B) The board of supervisors shall withhold further payments  
7 until all complete reports are provided. The board of supervisors  
8 shall immediately resume making payments to the contractor,  
9 including all previously withheld payments unless, within a  
10 reasonable time, the board of supervisors, the employee  
11 organization, or assigned representatives reject the reports as  
12 incomplete and explain the reasons for the rejection.

13 (f) The monthly performance reports shall not be required for  
14 contracts between governmental entities.

15 (g) The contract shall provide that all records provided to the  
16 county by the contractor shall be subject to the California Public  
17 Records Act (Division 10 (commencing with Section 7920.000)  
18 of Title 1). In furtherance of this subdivision, contractors and any  
19 subcontractors shall maintain records related to performance of  
20 the contract that ordinarily would be maintained by the county in  
21 performing the same functions.

22 (h) *For purposes of this section, the following definitions apply:*

23 (1) *“Deliverables” means the agreed upon services set forth in*  
24 *the contract, the expected rate of delivery, and the success of those*  
25 *services.*

26 (2) *A plan is “insufficient” if service falls below the average*  
27 *rate of completion by the workers of the affected bargaining unit.*

28 (3) *“Total compensation” means the complete payment provided*  
29 *to a contracted employee throughout the duration of the contract,*  
30 *including, but not limited to, applicable hourly pay, overtime pay,*  
31 *benefits, and retirement.*

32 (4) *A performance report is “underperforming” if the contractor*  
33 *fails to meet the expected delivery of services in a manner that*  
34 *would lead to an extension of the contract or at a rate below the*  
35 *agreed upon standards.*

36 ~~(h)~~

37 (i) The provisions of this section are severable. If any provision  
38 of this section or its application is held invalid, the invalidity shall  
39 not affect other provisions or applications that can be given effect  
40 without the invalid provision or application.

1     (†)

2     (j) The Legislature finds and declares that ~~this section addresses~~  
3 *ensuring that the replacement of bargaining unit work with*  
4 *contracted employees does not undermine public employee*  
5 *relations* is a matter of statewide concern for purposes of Section  
6 4 of Article XI of the California Constitution. Therefore, this  
7 section applies to all counties, including charter counties.

8     (‡)

9     (k) The amendments to this section adding this subdivision shall  
10 apply on and after January 1, 2025. These amendments shall apply  
11 prospectively only and shall not be construed, applied, or otherwise  
12 interpreted to have any effect on or application to any contract  
13 entered into before January 1, 2025.

14     SEC. 3. Section 37103 of the Government Code is amended  
15 to read:

16     37103. (a) (1) The legislative body may contract with any  
17 specially trained and experienced person, firm, or corporation for  
18 special services and advice in financial, economic, accounting,  
19 engineering, legal, or administrative matters.

20     (2) The legislative body may pay compensation to these experts  
21 as it deems proper.

22     (3) Each contract for special services shall include specific  
23 performance standards and requirements, including, but not limited  
24 to, objectives and deliverables.

25     (b) At least 10 months before beginning a procurement process  
26 to contract with persons for special services that are currently, or  
27 were in the prior 10 years, performed by employees of the city  
28 represented by an employee organization, as defined in subdivision  
29 (a) of Section 3501, the legislative body, or its representative, shall  
30 notify, in writing, the exclusive employee representative of the  
31 workforce affected by the contract of its determination to begin  
32 that process.

33     (c) Each person who enters into a contract with the legislative  
34 body pursuant to subdivision (a) to perform functions that are  
35 currently, or were in the prior 10 years, performed by employees  
36 of the city represented by an employee organization, as defined in  
37 subdivision (a) of Section 3501, shall submit quarterly performance  
38 reports, every 90 days, to the legislative body and the exclusive  
39 representative of the employee organization.

1 (d) The quarterly performance reports shall include all of the  
2 following:

3 (1) A list of all contract objectives that describe the goals of the  
4 contract.

5 (2) A description of all deliverables the contractor has provided  
6 that include tangible and intangible services or goods that are  
7 measurable and produced as a result of the contract.

8 (3) A description of the contractor's progress towards contract  
9 objectives identified in paragraph (1).

10 (4) A list of all financial expenditures incurred for services  
11 provided, including, but not limited to, personnel costs, direct  
12 expenses, and indirect expenses, and their corresponding  
13 deliverables.

14 (5) The number of each contractor and subcontractor's  
15 employees, organized by job category, sex, race, and ethnicity,  
16 and the number of each contractor and subcontractor's independent  
17 contractors by job category, sex, race, and ethnicity.

18 (6) (A) The names of any subcontractors providing services  
19 under the contract, and the names of the employees of the  
20 contractor and any subcontractors providing services pursuant to  
21 the contract.

22 (B) The hourly rates, total compensation, and pay scales for the  
23 individuals identified in subparagraph ~~(A)~~, ~~including, but not~~  
24 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
25 ~~retirement~~, (A) organized by job classification.

26 (C) The names of any workers providing services pursuant to  
27 the contract as independent contractors.

28 (D) The hourly rates, total compensation, and pay scales for the  
29 individuals identified in subparagraph ~~(C)~~, ~~including, but not~~  
30 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
31 ~~retirement~~, (C) organized by job classification.

32 (7) Performance standard metrics for individual contractor and  
33 subcontractor employees performing work pursuant to the contract.

34 (e) The legislative body or its representative shall monitor  
35 quarterly performance reports to evaluate the quality of services.  
36 The legislative body shall withhold payment to the contractor under  
37 any of the following circumstances, which constitute a breach of  
38 contract:

39 (1) (A) Three or more consecutive quarterly performance  
40 reports are deemed as underperforming by a representative of the

1 legislative body or a representative of the exclusive bargaining  
2 unit.

3 (B) If a contractor submits a plan to achieve substantial  
4 compliance with the contract and this section, the legislative body  
5 shall immediately resume making payments to the contractor,  
6 including all previously withheld payments unless, within a  
7 reasonable time, the legislative body, the employee organization,  
8 or assigned representatives reject the plan as insufficient and  
9 explain the reasons for the rejection.

10 (2) (A) The contractor fails to provide the quarterly reports  
11 required by this section or provides a report that is incomplete.

12 (B) The legislative body shall withhold further payments until  
13 all complete reports are provided. The legislative body shall  
14 immediately resume making payments to the contractor, including  
15 all previously withheld payments unless, within a reasonable time,  
16 the legislative body, the employee organization, or assigned  
17 representatives reject the reports as incomplete and explain the  
18 reasons for the rejection.

19 (f) The quarterly performance reports shall not be required for  
20 contracts between governmental entities.

21 (g) Contract terms exceeding two years shall undergo a  
22 performance audit by an independent auditor approved by the  
23 legislative body, to determine whether the performance standards  
24 are being met. Audits shall be conducted at least one year before  
25 the contract expires or qualifies for renewal or extension. The  
26 independent auditor shall present the findings of the audit report  
27 during a public session of the legislative body. The legislative  
28 body shall not renew or extend a contract before receiving and  
29 evaluating the audit report in conference with a representative of  
30 the exclusive bargaining unit.

31 (h) The contractor shall reimburse the legislative body for the  
32 cost of the audit. A contractor shall not factor the costs of the audit  
33 into the contract costs with the legislative body.

34 (i) The contract shall provide that all records provided to the  
35 city by the contractor shall be subject to the California Public  
36 Records Act (Division 10 (commencing with Section 7920.000)  
37 of Title 1). In furtherance of this subdivision, contractors and any  
38 subcontractors shall maintain records related to performance of  
39 the contract that ordinarily would be maintained by the county in  
40 performing the same functions.

1 (j) For purposes of this section, the following definitions apply:

2 (1) “Deliverables” means the agreed upon services set forth in  
3 the contract, the expected rate of delivery, and the success of those  
4 services.

5 (2) A plan is “insufficient” if service falls below the average  
6 rate of completion by the workers of the affected bargaining unit.

7 (3) “Total compensation” means the complete payment provided  
8 to a contracted employee throughout the duration of the contract,  
9 including, but not limited to, applicable hourly pay, overtime pay,  
10 benefits, and retirement.

11 (4) A performance report is “underperforming” if the contractor  
12 fails to meet the expected delivery of services in a manner that  
13 would lead to an extension of the contract or at a rate below the  
14 agreed upon standards.

15 (j)

16 (k) The provisions of this section are severable. If any provision  
17 of this section or its application is held invalid, the invalidity shall  
18 not affect other provisions or applications that can be given effect  
19 without the invalid provision or application.

20 (k)

21 (l) The Legislature finds and declares that ~~this section addresses~~  
22 *ensuring that the replacement of bargaining unit work with*  
23 *contracted employees does not undermine public employee*  
24 *relations* is a matter of statewide concern rather than a municipal  
25 affair as that term is used in Section 5 of Article XI of the  
26 California Constitution. Therefore, this section applies to all cities,  
27 including charter cities.

28 (l)

29 (m) The amendments to this section adding this subdivision  
30 shall apply on and after January 1, 2025. These amendments shall  
31 apply prospectively only and shall not be construed, applied, or  
32 otherwise interpreted to have any effect on or application to any  
33 contract entered into before January 1, 2025.

34 SEC. 4. Section 53060 of the Government Code is amended  
35 to read:

36 53060. (a) (1) The legislative body of any public or municipal  
37 corporation or district may contract with and employ any persons  
38 for the furnishing to the corporation or district special services and  
39 advice in financial, economic, accounting, engineering, legal, or

1 administrative matters if such persons are specially trained and  
2 experienced and competent to perform the special services required.

3 (2) The authority given to contract shall include the right of the  
4 legislative body of the corporation or district to contract for the  
5 issuance and preparation of payroll checks.

6 (3) The legislative body of the corporation or district may pay  
7 from any available funds compensation to persons as it deems  
8 proper for the services rendered.

9 (4) Each contract for special services shall include specific  
10 performance standards and requirements, including, but not limited  
11 to, objectives and deliverables.

12 (b) At least 10 months before beginning a procurement process  
13 to contract with persons for special services that are currently, or  
14 were in the prior 10 years, performed by employees of corporation  
15 or district represented by an employee organization, as defined in  
16 subdivision (a) of Section 3501, the legislative body, or its  
17 representative, shall notify, in writing, the exclusive employee  
18 representative of the workforce affected by the contract of its  
19 determination to begin that process.

20 (c) Each person who enters into a contract with a legislative  
21 body pursuant to subdivision (a) to perform functions that are  
22 currently, or were in the prior 10 years, performed by employees  
23 of the corporation or district represented by an employee  
24 organization, as defined in subdivision (a) of Section 3501, shall  
25 submit quarterly performance reports, every 90 days, to the  
26 legislative body and the exclusive representative of the employee  
27 organization.

28 (d) The quarterly performance reports shall include all of the  
29 following:

30 (1) A list of all contract objectives that describe the goals of the  
31 contract.

32 (2) A description of all deliverables the contractor has provided  
33 that include tangible and intangible services or goods that are  
34 measurable and produced as a result of the contract.

35 (3) A description of the contractor's progress towards contract  
36 objectives identified in paragraph (1).

37 (4) A list of all financial expenditures incurred for services  
38 provided, including, but not limited to, personnel costs, direct  
39 expenses, and indirect expenses, and their corresponding  
40 deliverables.

1 (5) The number of each contractor and subcontractor's  
2 employees, organized by job category, sex, race, and ethnicity,  
3 and the number of each contractor and subcontractor's independent  
4 contractors by job category, sex, race, and ethnicity.

5 (6) (A) The names of any subcontractors providing services  
6 under the contract, and the names of the employees of the  
7 contractor and any subcontractors providing services pursuant to  
8 the contract.

9 (B) The hourly rates, total compensation, and pay scales for the  
10 individuals identified in subparagraph ~~(A)~~, ~~including, but not~~  
11 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
12 ~~retirement~~, (A) organized by job classification.

13 (C) The names of any workers providing services pursuant to  
14 the contract as independent contractors.

15 (D) The hourly rates, total compensation, and pay scales for the  
16 individuals identified in subparagraph ~~(C)~~, ~~including, but not~~  
17 ~~limited to, applicable hourly pay, overtime pay, benefits, and~~  
18 ~~retirement~~, (C) organized by job classification.

19 (7) Performance standard metrics for individual contractor and  
20 subcontractor employees performing work pursuant to the contract.

21 (e) The legislative body or its representative shall monitor  
22 quarterly performance reports to evaluate the quality of services.  
23 The legislative body shall withhold payment to the contractor under  
24 any of the following circumstances, which constitute a breach of  
25 contract:

26 (1) (A) Three or more consecutive quarterly performance  
27 reports are deemed as underperforming by a representative of the  
28 legislative body or a representative of the exclusive bargaining  
29 unit.

30 (B) If a contractor submits a plan to achieve substantial  
31 compliance with the contract and this section, the legislative body  
32 shall immediately resume making payments to the contractor,  
33 including all previously withheld payments unless, within a  
34 reasonable time, the legislative body, the employee organization,  
35 or assigned representatives reject the plan as insufficient and  
36 explain the reasons for the rejection.

37 (2) (A) The contractor fails to provide the quarterly reports  
38 required by this section or provides a report that is incomplete.

39 (B) The legislative body shall withhold further payments until  
40 all complete reports are provided. The legislative body shall

1 immediately resume making payments to the contractor, including  
2 all previously withheld payments unless, within a reasonable time,  
3 the legislative body, the employee organization, or assigned  
4 representatives reject the reports as incomplete and explain the  
5 reasons for the rejection.

6 (f) The quarterly performance reports shall not be required for  
7 contracts between governmental entities.

8 (g) Contract terms exceeding two years shall undergo a  
9 performance audit by an independent auditor approved by the  
10 legislative body, to determine whether the performance standards  
11 are being met. Audits shall be conducted at least one year before  
12 the contract expires or qualifies for renewal or extension. The  
13 independent auditor shall present the findings of the audit report  
14 during a public session of the legislative body. The legislative  
15 body shall not renew or extend a contract before receiving and  
16 evaluating the audit report in conference with a representative of  
17 the exclusive bargaining unit.

18 (h) The contractor shall reimburse the legislative body for the  
19 cost of the audit. A contractor shall not factor the costs of the audit  
20 into the contract costs with the legislative body.

21 (i) The contract shall provide that all records provided to the  
22 legislative body by the contractor shall be subject to the California  
23 Public Records Act (Division 10 (commencing with Section  
24 7920.000) of Title 1). In furtherance of this subdivision, contractors  
25 and any subcontractors shall maintain records related to  
26 performance of the contract that ordinarily would be maintained  
27 by the county in performing the same functions.

28 (j) *For purposes of this section, the following definitions apply:*

29 (1) *“Deliverables” means the agreed upon services set forth in*  
30 *the contract, the expected rate of delivery, and the success of those*  
31 *services.*

32 (2) *A plan is “insufficient” if service falls below the average*  
33 *rate of completion by the workers of the affected bargaining unit.*

34 (3) *“Total compensation” means the complete payment provided*  
35 *to a contracted employee throughout the duration of the contract,*  
36 *including, but not limited to, applicable hourly pay, overtime pay,*  
37 *benefits, and retirement.*

38 (4) *A performance report is “underperforming” if the contractor*  
39 *fails to meet the expected delivery of services in a manner that*



1 *would lead to an extension of the contract or at a rate below the*  
2 *agreed upon standards.*

3 ~~(j)~~

4 (k) The provisions of this section are severable. If any provision  
5 of this section or its application is held invalid, the invalidity shall  
6 not affect other provisions or applications that can be given effect  
7 without the invalid provision or application.

8 ~~(k)~~

9 (l) The Legislature finds and declares that ~~this section addresses~~  
10 *ensuring that the replacement of bargaining unit work with*  
11 *contracted employees does not undermine public employee*  
12 *relations is a matter of statewide concern rather than a municipal*  
13 *affair as that term is used in Section 5 of Article XI of the*  
14 *California Constitution and for purposes of Section 4 of Article*  
15 *XI of the California Constitution. Therefore, this section applies*  
16 *to all cities and all counties, including charter cities and charter*  
17 *counties.*

18 ~~(l)~~

19 (m) The amendments to this section adding this subdivision  
20 shall apply on and after January 1, 2025. These amendments shall  
21 apply prospectively only and shall not be construed, applied, or  
22 otherwise interpreted to have any effect on or application to any  
23 contract entered into before January 1, 2025.

24 SEC. 5. If the Commission on State Mandates determines that  
25 this act contains costs mandated by the state, reimbursement to  
26 local agencies and school districts for those costs shall be made  
27 pursuant to Part 7 (commencing with Section 17500) of Division  
28 4 of Title 2 of the Government Code.

AMENDED IN ASSEMBLY MARCH 21, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL**

**No. 2489**

**Introduced by Assembly Member Ward**

February 13, 2024

An act to amend ~~Section 31000~~ *Sections 31000, 31000.4, 37103, and 53060* of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 2489, as amended, Ward. ~~Special services contracts. Local agencies: contracts for special services and temporary help.~~

*(1) Existing law relating to the government of counties authorizes a county board of supervisors to contract for certain types of special services on behalf of the county, any county officer or department, or any district or court in the county. Existing law requires those special services contracts to be with persons who are specially trained, experienced, expert, and competent to perform those services.*

*This bill would require the board or a representative, at least 10 months before beginning a procurement process to contract with persons for special services that are currently, or were in the previous 10 years, performed by employees of the county represented by an employee organization, to notify, in writing, the exclusive employee representative of the workforce affected by the contract of its determination to begin that process. The bill would require persons with whom the board of supervisors enter into a contract for special services to perform functions that are currently, or were in the previous 10 years, performed by employees of the county, any county officer or department, or any district or court in the county represented by an employee organization to use employees who meet or exceed the minimum qualifications and*

*standards required of bargaining unit civil service employees who perform or performed the same job functions, as specified. The bill would also require those persons to provide information to the county sufficient to show that their employees meet the minimum qualifications and standards. The bill would specify that these provisions do not apply to contracts between governmental entities.*

*(2) Existing law authorizes a county board of supervisors to contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, if the board determines that it is in the economic interest of the county to do so. Existing law limits the use of temporary help to no more than 90 days for any single peak load, temporary absence, or emergency situation.*

*This bill would impose requirements similar to those described in (1) for board contracts for temporary help, except that notice must be provided 90 days before beginning a procurement process to contract for temporary help.*

*(3) Existing law relating to the government of cities authorizes the legislative body of a city to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.*

*This bill would impose requirements similar to those described in (1) for city council contracts for special services.*

*(4) Existing law authorizes the legislative body of a public or municipal corporation or district to contract with persons performing special services in regard to financial, economic, accounting, engineering, legal, and administrative matters if those persons are specially trained and experienced and competent to perform the special services required.*

*This bill would impose requirements similar to those described in (1) for legislative body contracts for special services. The bill would clarify that special services include those for transit operation.*

*(5) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all counties and cities, including charter counties and charter cities.*

*(6) By imposing new duties on local government agencies, the bill would create a state-mandated local program.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.*

~~Existing law authorizes a county board of supervisors to contract for special services on behalf of the county, any county officer or department, or any district or court in the county.~~

~~This bill would make nonsubstantive changes to that provision.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 31000 of the Government Code is  
2 amended to read:

3 31000. (a) (1) The board of supervisors may contract for  
4 special services on behalf of the following public ~~entities: the~~  
5 ~~county, any county officer or department, or any district or court~~  
6 ~~in the county. Such entities:~~

7 (A) *The county.*

8 (B) *Any county officer or department.*

9 (C) *Any district or court in the county.*

10 (2) *Such contracts shall be with persons specially trained,*  
11 *experienced, expert and competent to perform the special services.*

12 ~~The~~

13 (3) *The special services shall consist of services, advice,*  
14 ~~education~~ *education, or training for such public entities or the*  
15 *employees thereof.* ~~The~~

16 (4) *The special services shall be in financial, economic,*  
17 ~~accounting (including accounting, including the preparation and~~  
18 *issuance of payroll checks or warrants); warrants, engineering,*  
19 *legal, medical, therapeutic, administrative, architectural, airport*  
20 *or building security matters, laundry services services, or linen*  
21 *services.* ~~They~~ *The special services may include maintenance or*  
22 *custodial matters if the board finds that the site is remote from*  
23 *available county employee resources and that the county's*

1 economic interests are served by such a contract rather than by  
2 paying additional travel and subsistence expenses to existing county  
3 employees. ~~The~~

4 (5) *The board of supervisors may pay from any available funds*  
5 *such compensation as it deems proper for these special services.*  
6 ~~The~~

7 (6) *The board of supervisors may, by ordinance, direct the*  
8 *purchasing agent to enter into contracts authorized by this section*  
9 *within the monetary limit specified in Section 25502.5 of the*  
10 *Government Code.*

11 (b) (1) *At least 10 months before beginning a procurement*  
12 *process to contract for special services that are currently, or were*  
13 *in the previous 10 years, performed by employees of the county,*  
14 *any county officer or department, or any district or court in the*  
15 *county represented by an employee organization, the board of*  
16 *supervisors, or its representative, shall notify, in writing, the*  
17 *exclusive employee representative of the workforce affected by the*  
18 *contract of its determination to begin that process.*

19 (2) *Persons with whom the board of supervisors enter into a*  
20 *contract for special services to perform functions that are currently,*  
21 *or were in the previous 10 years, performed by employees of the*  
22 *county, any county officer or department, or any district or court*  
23 *in the county represented by an employee organization shall use*  
24 *employees who meet or exceed the minimum qualifications and*  
25 *standards required of bargaining unit civil service employees who*  
26 *perform or performed the same job functions, which may include,*  
27 *but are not limited to, the following qualifications and standards,*  
28 *as applicable:*

29 (A) *Criminal history and background checks before beginning*  
30 *employment.*

31 (B) *Academic attainment.*

32 (C) *Licensure.*

33 (D) *Years of experience.*

34 (E) *Child and elder abuse reporting.*

35 (F) *Physical requirements.*

36 (G) *Assessment exams.*

37 (H) *Performance standards.*

38 (3) *Persons with whom the board of supervisors enter into a*  
39 *contract for special services shall provide information to the county*  
40 *sufficient to show that their employees meet the minimum*

1 *qualifications and standards described in paragraph (2), and shall*  
2 *retain this information for at least two years.*

3 *(4) A contract for special services subject to this subdivision*  
4 *shall require that all records provided to the county pursuant to*  
5 *paragraph (3) shall be subject to the California Public Records*  
6 *Act (Division 10 (commencing with Section 7920.000) of Title 1).*  
7 *In furtherance of this subdivision, contractors and any*  
8 *subcontractors shall maintain records related to performance of*  
9 *the contract that ordinarily would be maintained by the county in*  
10 *performing the same functions.*

11 *(5) (A) This subdivision does not apply to contracts between*  
12 *governmental entities.*

13 *(B) This subdivision does not limit the applicability of the*  
14 *California Public Records Act (Division 10 (commencing with*  
15 *Section 7920.000) of Title 1) to contracts between governmental*  
16 *entities.*

17 *(6) This subdivision shall apply to contracts with persons for*  
18 *special services entered into on and after January 1, 2025. This*  
19 *subdivision shall apply prospectively only and shall not be*  
20 *construed, applied, or otherwise interpreted to have any effect on*  
21 *or application to any contract entered into before the effective*  
22 *date of the act adding this subdivision.*

23 *(7) For purposes of this subdivision:*

24 *(A) "Contract for special services" means a contract entered*  
25 *into by the board of supervisors pursuant to subdivision (a).*

26 *(B) "Employee organization" means the same as defined in*  
27 *subdivision (a) of Section 3501.*

28 *(8) The Legislature finds and declares that this subdivision*  
29 *addresses a matter of statewide concern rather than a municipal*  
30 *affair as that term is used in Section 4 of Article XI of the*  
31 *California Constitution. Therefore, this subdivision applies to all*  
32 *counties, including charter counties and the provisions of this*  
33 *subdivision shall supersede any inconsistent provisions in the*  
34 *charter of any county.*

35 *(9) The provisions of this subdivision are severable. If any*  
36 *provision of this subdivision or its application is held invalid, that*  
37 *invalidity shall not affect other provisions or applications that can*  
38 *be given effect without the invalid provision or application.*

39 *SEC. 2. Section 31000.4 of the Government Code is amended*  
40 *to read:*

1 31000.4. (a) The board of supervisors may contract with  
2 temporary help firms for temporary help to assist county agencies,  
3 departments, or offices during any peak load, temporary absence,  
4 or emergency other than a labor dispute, provided the board  
5 determines that it is in the economic interest of the county to  
6 provide such temporary help by contract, rather than employing  
7 persons for such purpose. Use of temporary help under this section  
8 shall be limited to a period of not to exceed 90 days for any single  
9 peak load, temporary absence, or emergency situation.

10 (b) (1) *At least 90 days before beginning a procurement process*  
11 *to contract for temporary help to perform functions that are*  
12 *currently, or were in the previous 10 years, performed by*  
13 *employees of the county agency, department, or office in the county*  
14 *represented by an employee organization, the board of supervisors,*  
15 *or its representative, shall notify, in writing, the exclusive employee*  
16 *representative of the workforce affected by the contract of its*  
17 *determination to begin that process.*

18 (2) *Persons with whom the board of supervisors enter into a*  
19 *contract for special services to perform functions that are currently,*  
20 *or were in the previous 10 years, performed by employees of the*  
21 *county agency, department, or office represented by an employee*  
22 *organization shall use employees who meet or exceed the minimum*  
23 *qualifications and standards required of bargaining unit civil*  
24 *service employees who perform or performed the same job*  
25 *functions, which may include, but are not limited to, the following*  
26 *qualifications and standards, as applicable:*

27 (A) *Criminal history and background checks before beginning*  
28 *employment.*

29 (B) *Academic attainment.*

30 (C) *Licensure.*

31 (D) *Years of experience.*

32 (E) *Child and elder abuse reporting.*

33 (F) *Physical requirements.*

34 (G) *Assessment exams.*

35 (H) *Performance standards.*

36 (3) *Persons with whom the board of supervisors enter into a*  
37 *contract for special services shall provide information to the county*  
38 *sufficient to show that their employees meet the minimum*  
39 *qualifications and standards described in paragraph (2), and shall*  
40 *retain this information for at least two years.*

1 (4) A contract for special services subject to this subdivision  
2 shall require that all records provided to the county pursuant to  
3 paragraph (3) shall be subject to the California Public Records  
4 Act (Division 10 (commencing with Section 7920.000) of Title 1).  
5 In furtherance of this subdivision, contractors and any  
6 subcontractors shall maintain records related to performance of  
7 the contract that ordinarily would be maintained by the county in  
8 performing the same functions.

9 (5) (A) This subdivision does not apply to contracts between  
10 governmental entities.

11 (B) This subdivision does not limit the applicability of the  
12 California Public Records Act (Division 10 (commencing with  
13 Section 7920.000) of Title 1) to contracts between governmental  
14 entities.

15 (6) This subdivision shall apply to contracts with persons for  
16 special services entered into on and after January 1, 2025. This  
17 subdivision shall apply prospectively only and shall not be  
18 construed, applied, or otherwise interpreted to have any effect on  
19 or application to any contract entered into before the effective  
20 date of the act adding this subdivision.

21 (7) For purposes of this subdivision:

22 (A) “Contract for temporary help” means a contract entered  
23 into by the board of supervisors pursuant to subdivision (a).

24 (B) “Employee organization” means the same as defined in  
25 subdivision (a) of Section 3501.

26 (8) The Legislature finds and declares that this subdivision  
27 addresses a matter of statewide concern rather than a municipal  
28 affair as that term is used in Section 4 of Article XI of the  
29 California Constitution. Therefore, this subdivision applies to all  
30 counties, including charter counties and the provisions of this  
31 subdivision shall supersede any inconsistent provisions in the  
32 charter of any county.

33 (9) The provisions of this subdivision are severable. If any  
34 provision of this subdivision or its application is held invalid, that  
35 invalidity shall not affect other provisions or applications that can  
36 be given effect without the invalid provision or application.

37 SEC. 3. Section 37103 of the Government Code is amended to  
38 read:

39 37103. (a) (1) The legislative body may contract with any  
40 specially trained and experienced person, firm, or corporation for



1 special services and advice in financial, economic, accounting,  
2 engineering, legal, or administrative matters.

3 ~~It~~

4 (2) *The legislative body may pay such compensation to these*  
5 *experts as it deems proper.*

6 (b) (1) *At least 10 months before beginning a procurement*  
7 *process to contract for special services that are currently, or were*  
8 *in the previous 10 years, performed by employees of the city*  
9 *represented by an employee organization, the legislative body, or*  
10 *its representative, shall notify, in writing, the exclusive employee*  
11 *representative of the workforce affected by the contract of its*  
12 *determination to begin that process*

13 (2) *Persons with whom the legislative body enters into a contract*  
14 *for special services to perform functions that are currently, or*  
15 *were in the previous 10 years, performed by employees of the city*  
16 *represented by an employee organization shall use employees who*  
17 *meet or exceed the minimum qualifications and standards required*  
18 *of bargaining unit civil service employees who perform or*  
19 *performed the same job functions, which may include, but are not*  
20 *limited to, the following qualifications and standards, as*  
21 *applicable:*

22 (A) *Criminal history and background checks before beginning*  
23 *employment.*

24 (B) *Academic attainment.*

25 (C) *Licensure.*

26 (D) *Years of experience.*

27 (E) *Child and elder abuse reporting.*

28 (F) *Physical requirements.*

29 (G) *Assessment exams.*

30 (H) *Performance standards.*

31 (3) *Persons with whom the legislative body enter into a contract*  
32 *for special services shall provide information to the city sufficient*  
33 *to show that their employees meet the minimum qualifications and*  
34 *standards described in paragraph (2), and shall retain this*  
35 *information for at least two years.*

36 (4) *A contract for special services subject to this subdivision*  
37 *shall require that all records provided to the city pursuant to*  
38 *paragraph (3) shall be subject to the California Public Records*  
39 *Act (Division 10 (commencing with Section 7920.000) of Title 1).*  
40 *In furtherance of this subdivision, contractors and any*

1 *subcontractors shall maintain records related to performance of*  
2 *the contract that ordinarily would be maintained by the city in*  
3 *performing the same functions.*

4 (5) (A) *This subdivision does not apply to contracts between*  
5 *governmental entities.*

6 (B) *This subdivision does not limit the applicability of the*  
7 *California Public Records Act (Division 10 (commencing with*  
8 *Section 7920.000) of Title 1) to contracts between governmental*  
9 *entities.*

10 (6) *This subdivision shall apply to contracts with persons for*  
11 *special services entered into on and after January 1, 2025. This*  
12 *subdivision shall apply prospectively only and shall not be*  
13 *construed, applied, or otherwise interpreted to have any effect on*  
14 *or application to any contract entered into before the effective*  
15 *date of the act adding this subdivision.*

16 (7) *For purposes of this subdivision:*

17 (A) *“Contract for special services” means a contract entered*  
18 *into by the legislative body pursuant to subdivision (a).*

19 (B) *“Employee organization” means the same as defined in*  
20 *subdivision (a) of Section 3501.*

21 (8) *The Legislature finds and declares that this subdivision*  
22 *addresses a matter of statewide concern rather than a municipal*  
23 *affair as that term is used in Section 5 of Article XI of the*  
24 *California Constitution. Therefore, this subdivision applies to all*  
25 *cities, including charter cities and the provisions of this subdivision*  
26 *shall supersede any inconsistent provisions in the charter of any*  
27 *city.*

28 (9) *The provisions of this subdivision are severable. If any*  
29 *provision of this subdivision or its application is held invalid, that*  
30 *invalidity shall not affect other provisions or applications that can*  
31 *be given effect without the invalid provision or application.*

32 *SEC. 4. Section 53060 of the Government Code is amended to*  
33 *read:*

34 53060. (a) (1) *The legislative body of any public or municipal*  
35 *corporation or district may contract with and employ any persons*  
36 *for the furnishing to the corporation or district special services and*  
37 *advice in financial, economic, accounting, engineering, legal,*  
38 *transit operation, or administrative matters if such persons are*  
39 *specially trained and experienced and competent to perform the*  
40 *special services required.*

1 ~~The~~

2 (2) *The* authority herein given to contract shall include the right  
3 of the legislative body of the corporation or district to contract for  
4 the issuance and preparation of payroll checks.

5 ~~The~~

6 (3) *The* legislative body of the corporation or district may pay  
7 from any available funds such compensation to such persons as it  
8 deems proper for the services rendered.

9 (b) (1) *At least 10 months before beginning a procurement*  
10 *process to contract for special services that are currently, or were*  
11 *in the previous 10 years, performed by employees of the*  
12 *corporation or district represented by an employee organization,*  
13 *the legislative body, or its representative, shall notify, in writing,*  
14 *the exclusive employee representative of the workforce affected*  
15 *by the contract of its determination to begin that process.*

16 (2) *Persons with whom the legislative body enter into a contract*  
17 *for special services to perform functions that are currently, or*  
18 *were in the previous 10 years, performed by employees of the*  
19 *corporation or district represented by an employee organization*  
20 *shall use employees who meet or exceed the minimum*  
21 *qualifications and standards required of bargaining unit civil*  
22 *service employees who perform or performed the same job*  
23 *functions, which may include, but are not limited to, the following*  
24 *qualifications and standards, as applicable:*

25 (A) *Criminal history and background checks before beginning*  
26 *employment.*

27 (B) *Academic attainment.*

28 (C) *Licensure.*

29 (D) *Years of experience.*

30 (E) *Child and elder abuse reporting.*

31 (F) *Physical requirements.*

32 (G) *Assessment exams.*

33 (3) *Persons with whom the legislative body enter into a contract*  
34 *for special services shall provide information to the corporation*  
35 *or district sufficient to show that their employees meet the minimum*  
36 *qualifications and standards described in paragraph (2), and shall*  
37 *retain this information for at least two years.*

38 (4) *A contract for special services subject to this subdivision*  
39 *shall require that all records provided to the corporation or district*  
40 *pursuant to paragraph (3) shall be subject to the California Public*

1 *Records Act (Division 10 (commencing with Section 7920.000) of*  
2 *Title 1). In furtherance of this subdivision, contractors and any*  
3 *subcontractors shall maintain records related to performance of*  
4 *the contract that ordinarily would be maintained by the county in*  
5 *performing the same functions.*

6 (5) (A) *This subdivision does not apply to contracts between*  
7 *governmental entities.*

8 (B) *This subdivision does not limit the applicability of the*  
9 *California Public Records Act (Division 10 (commencing with*  
10 *Section 7920.000) of Title 1) to contracts between governmental*  
11 *entities.*

12 (6) *This subdivision shall apply to contracts with persons for*  
13 *special services entered into on and after January 1, 2025. This*  
14 *subdivision shall apply prospectively only and shall not be*  
15 *construed, applied, or otherwise interpreted to have any effect on*  
16 *or application to any contract entered into before the effective*  
17 *date of the act adding this subdivision.*

18 (7) *For purposes of this subdivision:*

19 (A) *“Contract for special services” means a contract entered*  
20 *into by the legislative body pursuant to subdivision (a).*

21 (B) *“Employee organization” means the same as defined in*  
22 *subdivision (a) of Section 3501.*

23 (8) *The Legislature finds and declares that this subdivision*  
24 *addresses a matter of statewide concern rather than a municipal*  
25 *affair as that term is used in Sections 4 and 5 of Article XI of the*  
26 *California Constitution. Therefore, this subdivision applies to all*  
27 *cities and counties, including charter cities and charter counties*  
28 *and the provisions of this subdivision shall supersede any*  
29 *inconsistent provisions in the charter of any city or county.*

30 (9) *The provisions of this subdivision are severable. If any*  
31 *provision of this subdivision or its application is held invalid, that*  
32 *invalidity shall not affect other provisions or applications that can*  
33 *be given effect without the invalid provision or application.*

34 *SEC. 5. If the Commission on State Mandates determines that*  
35 *this act contains costs mandated by the state, reimbursement to*  
36 *local agencies and school districts for those costs shall be made*  
37 *pursuant to Part 7 (commencing with Section 17500) of Division*  
38 *4 of Title 2 of the Government Code.*

39 ~~SECTION 1. Section 31000 of the Government Code is~~  
40 ~~amended to read:~~

1     ~~31000. The board of supervisors may contract for special~~  
2 ~~services on behalf of the county, any county officer or department,~~  
3 ~~or any district or court in the county. These contracts shall be with~~  
4 ~~persons specially trained, experienced, expert, and competent to~~  
5 ~~perform the special services. The special services shall consist of~~  
6 ~~services, advice, education, or training for these public entities or~~  
7 ~~the employees thereof. The special services shall be in financial,~~  
8 ~~economic, accounting, including the preparation and issuance of~~  
9 ~~payroll checks or warrants, engineering, legal, medical, therapeutic,~~  
10 ~~administrative, architectural, airport or building security matters,~~  
11 ~~laundry services, or linen services. The special services may include~~  
12 ~~maintenance or custodial matters if the board finds that the site is~~  
13 ~~remote from available county employee resources and that the~~  
14 ~~county's economic interests are served by the contract rather than~~  
15 ~~by paying additional travel and subsistence expenses to existing~~  
16 ~~county employees. The board may pay from any available funds~~  
17 ~~compensation as it deems proper for these special services. The~~  
18 ~~board of supervisors may, by ordinance, direct the purchasing~~  
19 ~~agent to enter into contracts authorized by this section within the~~  
20 ~~monetary limit specified in Section 25502.5.~~