

10. First Amendment to Agreement with Allied Universal Janitorial Services (General Fund)

Department(s):

Recommended Action: Authorize the City Manager to execute the first amendment to the agreement with Allied Universal Executive Protection and Intelligence Services, Inc. dba Allied Universal Janitorial Services to provide janitorial services at the Police Department in the additional amount of \$739,123, for a total aggregate amount not to exceed \$2,972,646 through October 31, 2025 (Agreement No. A-2024-XXX).



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
December 3, 2024

TOPIC: Janitorial Services

AGENDA TITLE

First Amendment to Agreement with Allied Universal Janitorial Services (General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute the first amendment to the agreement with Allied Universal Executive Protection and Intelligence Services, Inc. dba Allied Universal Janitorial Services to provide janitorial services at the Police Department in the additional amount of \$739,123, for a total aggregate amount not to exceed \$2,972,646 through October 31, 2025 (Agreement No. A-2024-XXX).

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

On October 5, 2021, the City Council approved a three-year agreement with Allied Universal Executive Protection and Intelligence Services, Inc. dba Allied Universal Janitorial Services (Allied) to provide janitorial services for the Santa Ana Police Department and Jail Facility (SAPD) in the amount of \$2,233,523 after a competitive Request for Proposal process. The facilities combined are over 400,000 square feet and operate 24 hours, seven days a week. Allied also provides janitorial maintenance services at several off-site facilities, including the Westend Substation, Southeast Substation, etc.

The Request for Proposals and the agreement included options for the City to grant up to two 1-year renewals. Allied has provided satisfactory services to the Department during the past three years, in addition to the enhanced disinfection services requested during the COVID-19 pandemic. Due to the secure and sensitive nature of SAPD operations, all janitorial contract staff must also complete a background investigation. Therefore, continuity from contract staff is important to maintain the facility's superior professional appearance without disruption of services. As such, the City exercised the first renewal option to extend the contract for another year through October 31, 2025 via letter agreement.

The original agreement was also a closed shop agreement, requiring Allied to provide

only union member employees under the contract. Allied's pricing for continued services is increasing effective January 1, 2025 by approximately 7.3%, in large part due to the collective bargaining benefits for its employees. Allied has agreed to maintain the current pricing level through the end of the 2024 calendar year.

Staff also anticipates that changes will be necessary during the term of this renewal period as the SAPD moves out of the current Centennial Training Facility and the Westend Substation will be moving to co-locate with the Santa Anita Santa Ana Police Athletic & Activity League program upon construction completion. Any addition or removal of off-site locations will be agreed upon in writing by Side Letter exercisable by the City Manager and City Attorney, and the costs for any new off-site locations will be covered by the remaining contingency amount included in the original agreement.

The first amendment to the agreement with Allied will increase compensation by \$739,123 for services to be provided from November 1, 2024 through October 31, 2025, with a total aggregate amount not to exceed \$2,972,646. Staff recommends approval of the amendment.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

The current fiscal year funding is available in the FY 2024-25 budget and future fiscal year funding will be included in the proposed budget for City Council consideration as follows:

Fiscal Year	Accounting Unit – Account No.	Fund Description	Accounting Unit – Account No. Description	Amount
FY 24-25 (Nov.-Dec.)	01114403-62310	General Fund	Building and Facility, Janitorial & Housekeeping	\$116,155
FY 24-25 (Jan.-June)	01114403-62310	General Fund	Building and Facility, Janitorial & Housekeeping	\$373,781
FY 25-26 (July-Oct.)	01114403-62310	General Fund	Building and Facility, Janitorial & Housekeeping	\$249,187
Total				\$739,123

**Note: Amounts rounded up or down to nearest dollar to equal total amount of contract. November and December 2024 total is based on 3rd Year pricing of original Agreement, Exhibit C.*

The amounts above are estimated projections and are subject to change.

EXHIBIT(S)

1. First Amendment with Allied Universal Janitorial Services

Submitted By: Robert Rodriguez, Acting Police Chief

Approved By: Alvaro Nuñez, City Manager

FIRST AMENDMENT TO AGREEMENT WITH ALLIED UNIVERSAL JANITORIAL SERVICES TO PROVIDE JANITORIAL SERVICES

THIS FIRST AMENDMENT to Agreement with Allied Universal Janitorial Services is entered into this 3rd day of December, 2024 by and between Allied Universal Executive Protection and Intelligence Services, Inc. dba Allied Universal Janitorial Services (“Contractor”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”). The Contractor and City shall hereinafter be referred to collectively as “the Parties.”

RECITALS

- A. On October 5, 2021, the Parties entered into Agreement #A-2021-195 (“Agreement”) to provide janitorial services for the Santa Ana Police Department at various locations including: the Santa Ana Police Department, the Westend Substation, the Southeast Substation and the Santa Ana Jail.
- B. The term of the initial Agreement was for three (3) years and due to expire on October 31, 2024. Pursuant to Section 3 of the Agreement (Term) the Parties exercised their option to extend the Agreement for the first of two (2) one (1) year renewals through October 31, 2025 (A-2021-195-01). The Agreement is current and in-effect.
- C. The Parties now anticipate changes to locations where Contractor will provide services, and wish to amend the Agreement to increase the total not-to-exceed amount of the Agreement to: (a) account for the increased Annual cost for services and provide funding for the extended term; and (b) revise the Scope of Services and Compensation sections of the Agreement to allow the Parties to make efficient administrative revisions to service locations and rates for services, which will not affect the overall compensation or Annual Costs of the Agreement, as amended, consistent with the terms and conditions of the Agreement. No other changes are contemplated by this Amendment.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions of the Agreement, except as hereinafter modified, the Parties agree to the following:

- 1. **Section 1, Scope of Services**, is amended to add Section 1.a. to provide for changes to location(s) of services that Contractor will provide to City.

- 1.a. Changes to Service Site Locations
 - (i) Services for off-site substations and other facilities may be discontinued or new facilities may be added during the term of this First Amendment provided thirty (30) days' notice.
 - (ii) Changes to service site locations shall be agreed upon by the Parties in writing by Side Letter subject to the terms and conditions of the Agreement and this First Amendment;
 - (iii) Side letters will be authorized by a writing exercisable by the City Manager and the City Attorney, and shall be incorporated into Sections 5.4 and 5.6 of **Exhibit A**.
 - (iv) If new service site locations are added, Contractor shall provide City with a written scope of services that outlines the services to be provided;
 - (v) The Parties understand and agree, new service site locations shall be subject to review by the City's Risk Management Division to confirm the insurance provisions are sufficient. Any recommendations to revise the insurance provisions (Pursuant to Section 6 of the Agreement) will require further amendment, subject to approval by the City Council.
2. **Section 2.a., Compensation**, shall be amended to increase the compensation for services provided under this Agreement by \$739,123. New monthly costs and rates detailed in **Exhibit C-1**, attached hereto and incorporated to this First Amendment, will be effective January 1, 2025. The total amount to be expended during the term of this Agreement shall not exceed **\$2,972,646**.
3. **Section 2, Compensation** is also amended to add Section 2.e. to reflect rate changes to new locations as set forth in Section 1.a.
 - 2.e. Changes to Service Site Locations
 - i. Pursuant to Section 1.a(i) and (ii), the Parties agree and understand that rates reflecting services at new service site locations shall be approved in writing by Side Letter;
 - ii. Side Letters shall not allow for any increase(s) to the overall compensation or Annual Costs detailed in **Exhibit C-1**;
 - iii. Contractor shall provide the City with a detailed list of rates for any changes to the service site location(s), which will be an attachment to the Side Letter;
 - iv. Annual Cost increases pursuant to Section 2.b. and 2.c. of the Agreement, and any modification to the not to exceed shall require further amendment to the Agreement, subject to approval by the City Council.

4. Except as modified by this First Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:


CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUNEZ
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

**ALLIED UNIVERSAL JANITORIAL
SERVICES**

By: 

TAMARA BOGOSIAN
Assistant City Attorney



MARK E. OLIVAS
President

RECOMMENDED FOR APPROVAL:



ROBERT RODRIGUEZ
Acting Chief of Police
Police Department

EXHIBIT C-1



1815 E. Wilshire Ave. Suite 912
Santa Ana, CA 92706

JOB COST SHEET

for
Santa Ana Police Department

Jan 1st 2025

CONTACT INFORMATION

Contact Name	Susan Gorospe
Company Name	Santa Ana Police Department
Address	P.O Box 1981 60 Civic Center Palza
City, State, Zip	Santa Ana, CA 92701
Date	1/1/2025

BUILDING INFORMATION

Property Name	Santa Ana Police Department
Address of Subject Property(s)	60 Civic Center Palza
City, State, Zip	Santa Ana, CA 92701

NIGHT CLEANING SERVICES

Full Building Cost per Month Adnim	\$59,929.57
Westend Substation	\$562.14
Southeast Substation	\$555.41
Centennial Training	\$636.76
Edidence Warehouse	\$612.93
Total cost for All Services	\$62,296.81

Current Cost per Month based on occupancy provided during bid process.

Allied Universal Janitorial Services
Annual Janitorial Budgets

Santa Ana Police Department
RFP 021-077
for Janitorial Services

Date:

9/3/2024

1-1-2025

A. Annual Cost (all inclusive annual cost for all locations)	1st Year	2nd Year*	3rd Year	Total
Subtotals	\$747,561.74	\$769,988.59	\$793,088.25	\$2,310,638.57
B. Breakdown by Location	1st Year	2nd Year*	3rd Year	
Police Admin and Jail	\$719,154.89	\$740,729.53	\$762,951.42	
Westend Substation	\$6,745.72	\$6,948.09	\$7,156.53	
Southeast Substation	\$6,664.89	\$6,864.84	\$7,070.78	
Centennial Training Center	\$7,641.09	\$7,870.33	\$8,106.44	
Evidence Warehouse	\$7,355.15	\$7,575.80	\$7,803.08	
Subtotals	\$747,561.74	\$769,988.59	\$793,088.25	\$2,310,638.57
C. Breakdown by Cost Category	1st Year	2nd Year*	3rd Year	
Labor	\$546,227.05	\$562,613.86	\$579,492.27	
Benefits	\$143,930.20	\$148,248.10	\$152,695.55	
Supplies	\$19,812.89	\$20,407.27	\$21,019.49	
Other	\$37,591.61	\$38,719.35	\$39,880.93	
Subtotals	\$747,561.74	\$769,988.59	\$793,088.25	\$2,310,638.57
Optional Services	1st Year	2nd Year*	3rd Year	
Carpet Cleaning (Price per sq. ft.):	\$0.150	\$0.154	\$0.16	
Upholstery Cleaning (Price per hour):	\$31.83	\$32.78	\$33.77	
Steam Cleaning (Price per hour):	\$79.57	\$81.95	\$84.41	
Day-Porter Services (Price per hour):	\$29.71	\$30.60	\$31.51	

Subtotals and totals in Sections A, B, and C must match.

*Year 2 pricing effective 5/1/2026.