

11. Amendment No. 3 to Services Agreement with S&S Labor Force Inc., dba JRM for Unarmed Security Guard Services

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 3 to the 2020 Services Agreement with S&S Labor Force Inc., dba JRM, in substantially the same form as submitted, for unarmed security guard services for a not-to-exceed amount of \$22,542.39.

City Council Agenda Report

Meeting Date: July 18, 2023
From: Todd Dusenberry, General Manager of Public Utilities
Department: Public Utilities
Submitted by: Adriana Ramos, Administrative Analyst

Subject

Amendment No. 3 to Services Agreement with S&S Labor Force Inc., dba JRM for Unarmed Security Guard Services

Recommendation

Approve and authorize the City Administrator to execute Amendment No. 3 to the 2020 Services Agreement with S&S Labor Force Inc., dba JRM, in substantially the same form as submitted, for unarmed security guard services for a not-to-exceed amount of \$22,542.39.

Background

Following a Request for Proposal process, on May 19, 2020, City Council approved a Services Agreement with S&S Labor Force, Inc., dba JRM (JRM) for unarmed security guard services in the amount of \$1,809,000.00, for a term of three years (2020 Services Agreement). On June 1, 2021, City Council approved Amendment No. 1 to the 2020 Services Agreement with JRM in the amount of \$507,500 due to factors related to the state of emergency, as well as factors that were not known or expected at the start of the contract and at the time of the budget adoption. At that time, the COVID-19 pandemic and related impacts and countermeasures continued to evolve, and with high social tensions peaking, the City made necessary adjustments to increase security arrangements. On February 15, 2022, City Council approved Amendment No. 2 for \$992,000 due to continued evaluation on how to best leverage the services of JRM to aid in safeguarding public and City property during the emerging impacts of the highly communicable COVID-19 variants.

On January 7, 2023, staff requested additional security services from JRM to ensure the secure storage of materials and equipment needed to upgrade Vernon Public Utilities (VPU) Electric System due to new customer capacity requirements. The upgrade work was to energize a new customer with a capacity requirement of 50 megawatts (MW), which VPU's current configuration could not meet. As a result, additional line crews, materials, and equipment were brought in to construct new high-voltage 66kV lines and a new substation. JRM was directed to protect these valuable materials and equipment to ensure that VPU remained on an aggressive timeline to meet the new customer's deadlines.

It is anticipated that the new customer will reimburse VPU for security service charges related to the upgrades, estimated at \$150,000. Due to the added security service for the new customer electric upgrades performed, there are insufficient funds available to cover outstanding costs incurred from January through April 2023. Accordingly, staff is seeking approval of Amendment No. 3 in the amount of \$22,542.39 to cover payment on outstanding invoices and close out the 2020 Services Agreement, which expired on May 20, 2023.

On April 4, 2023, City Council approved a new three-year Services Agreement with JRM, with an effective date of May 1, 2023, to provide unarmed security guard services. All security guard services performed by JRM after May 1, 2023 will be paid under the new 2023 Services Agreement.

Although there are sufficient funds in VPU's budget and no budget adjustments are necessary for this service in FY 2022-23, approval of the proposed Amendment No. 3 to the 2020 Services Agreement with JRM would allocate additional funds to this contract to cover the special new customer-driven electric upgrades to the VPU Electric System.

Amendment No. 3 has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact

Amendment No. 3 with JRM would add \$22,542.39 to the 2020 Services Agreement for a grand total not-to-exceed amount of \$3,331,042.39. Sufficient funds for unarmed security guard services are available in the Light & Power Fund, Administration Department, Professional Services-Other Account No. 055-050-580-529215 for fiscal year 2022-23.

Attachments

1. Amendment No. 3 – S&S Labor Force Inc., dba JRM

AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND S&S LABOR FORCE INCORPORATED, DBA JRM FOR UNARMED SECURITY GUARD SERVICES

This Amendment No. 3 (Amendment) to the Agreement for unarmed security guard services dated May 20, 2020, (Agreement), is made as of July 18, 2023, by and between the City of Vernon, a California charter city and municipal corporation (City), and S&S Labor Force Incorporated, dba JRM, (Contractor), a California corporation.

The City and Contractor agree as follows:

RECITALS

- A. The City and Contractor are parties to a written Agreement dated May 20, 2020, as amended, under which Contractor provides unarmed security guard services.
- B. Due to unanticipated additional expenses incurred during the contract term, the City and Contractor desire to amend the Agreement to increase Contractor's total compensation by an amount not to exceed \$22,542.39.

NOW, THEREFORE, the parties to this Amendment agree as follows:

- 1. Effective July 18, 2023, Contractor's grand total consideration for the term of the Agreement, from May 20, 2020 to May 20, 2023 shall not exceed the total amount of \$3,331,043.02, without prior City Council approval and written amendment of the Agreement.
- 2. Except as expressly modified by this Amendment, all provisions of the Agreement shall remain in full force and effect.
- 3. The provisions of this Amendment shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment.
- 4. The person or persons executing this Amendment on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date stated in the introductory clause.

City of Vernon, a California Charter City and
California municipal corporation

S&S Labor Force Incorporated, dba JRM,
a California corporation

Carlos Fandino, City Administrator

By: _____

Name: _____

ATTEST:

Title: _____

LISA POPE, City Clerk

By: _____

Name: _____

APPROVED AS TO FORM:

Title: _____

ZAYNAH N. MOUSSA, City Attorney