



Agenda Item Number: 8-8-13.6H

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission

Meeting: August 8, 2013

Division / Elected

Office: Community Services

Staff Contact: Peggy Folk Cote, Director

Title of Item: Professional Services Agreement Amendment Three #2012-42 with U. S. Security Associates, Inc. for Security Services for the DWI and Prevention Program

Action Requested: Motion to Approve Professional Services Agreement Amendment Three #2012-42 between Sandoval County and U. S. Security Associates, Inc. for Security Services for the DWI and Prevention Program, in the amount of \$35,000, beginning August 9, 2013 and ending June 30, 2014.

Summary: This request is to pay for security services for the DWI Offices. An unarmed uniformed security officer will provide security Monday through Thursday from 8 a.m. to 9 p.m. and on Friday from 8 a.m. to 5 p.m. The officer will wand all clients and have them secure their belongings in designated lockers, have them sign and call the counseling or compliance area to have someone come to escort them to the designated area. This full time security guard is being continued to create a presence to assist in providing staff and client safety. These services will be provided at the DWI and Prevention Office at 711 Camino del Pueblo, Bernalillo, NM.

Attachments: Professional Services Agreement Amendment Three

FISCAL IMPACT

This is included in the 2013-14 budget.



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STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 07/30/2013

**Initiating Elected Official/
Division Director:**

Peggy Folk Cote, Director of Community Services

Legal:

Approved as to form. Note that the Second Amendment to the agreement was for services through August 2013, not June 30 2014, as stated. PFT 7/30/2013

Finance:

Recommend Approval CCH 7/30/2013

**AMENDMENT THREE TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SANDOVAL AND U.S. SECURITY ASSOCIATES, INC.
DFA # _____**

This Amendment is entered into by and between the **COUNTY OF SANDOVAL**, LDWI Program (hereinafter referred to as the "COUNTY") and **U.S. SECURITY ASSOCIATES, INC.** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the parties hereto entered into Professional Services Agreement DFA #2012-42 on the 27th day of February 2012, which was the result of an RFP in January 2012 and which was duly recorded by the Sandoval County Clerk's Office as document #2012004614, for Unarmed Security Guard Services for the DWI & Prevention Program in the amount of Twenty Thousand Dollars (\$20,000.00) for FY11-12; and

WHEREAS, the parties hereto entered into Amendment One to Professional Services Agreement DFA #2012-42 on the 21st day of June 2012, which was duly recorded by the Sandoval County Clerk's Office as document #2012015338, for Unarmed Security Guard Services for the DWI & Prevention Program in the amount of Forty-five Thousand Dollars (\$45,000.00) for FY12-13; and

WHEREAS, the parties hereto entered into Amendment Two to Professional Services Agreement DFA #2012-42 on the 26th day of June 2013, which was duly recorded by the Sandoval County Clerk's Office as document #2013017743 for Unarmed Security Guard Services for the DWI & Prevention Program in the amount of Ten Thousand Dollars (\$10,000.00) for FY13-14; and

WHEREAS, the parties wish to amend certain provisions of the said Agreement, specifically compensation and term; and

NOW, THEREFORE, in consideration of the premises and mutual obligations set out in the original Agreement and herein, the COUNTY and CONTRACTOR hereby agree to amend the original Agreement as follows:

I. Section 2 of the original Agreement is amended to read as follows:

2. COMPENSATION AND METHOD OF PAYMENTS:

B. The Local DWI Program shall pay to the Contractor in full payment of services satisfactorily performed, pursuant to the Scope of Work (as set forth in Paragraph A of above contract) on the basis of reimbursements of costs incurred. The amount of this contract is being increased an additional Thirty-Five Thousand Dollars to ensure unarmed security guard services for the DWI & Prevention Program for the remainder of 2013-2014. Total for the entire contract shall not exceed Forty-Five Thousand (\$45,000.00) including gross receipts tax for fiscal year 2013-2014. Reimbursement in subsequent fiscal years is subject to availability of funds, and negotiation between the parties with respect to year to year extension pursuant to Paragraph 4, Term of contract.

II. Section 3 of the original Agreement is amended to read as follows:

3. **TERM:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. This agreement shall terminate on **June 30, 2014** unless terminated pursuant to paragraph 4, infra, or paragraph 5 of original agreement.

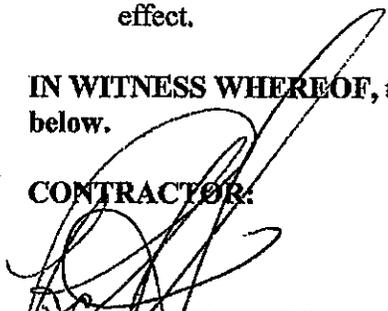
III. Section 25 is an addition to the original Agreement:

25. **EFFECT OF AMENDMENT ON ORIGINAL AGREEMENT:**

All of the remaining provisions of the original Agreement not specifically amended or modified by this Amendment or that are not inconsistent with the terms of this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement shall become fully executed upon the date of the final signature below.

CONTRACTOR:



Rick Smith, Branch Manager
U. S. Security Associates, Inc.

BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY:

Darryl F. Madalena, Chair

Nora Scherzinger, Vice Chair

Orlando J. Lucero, Member

Don G, Chapman, Member

Glenn Walters, Member

ATTEST:

Eileen Garbagni,
County Clerk

APPROVAL AS TO FORM:

Patrick Trujillo, County Attorney

Date: _____