

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

949



APPROVED COUNTY COUNSEL
 12-10-12
 Department of Mental Health BOEVA
 Purchasing: Mark Seiler, Assistant Director

FROM: Department of Mental Health

SUBMITTAL DATE:

SUBJECT: Approve the agreement amendment between General Security Services, Inc. and Riverside County Department of Mental Health. (District 1 & 3)

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

1. Approve the agreement amendment between the Riverside County Department of Mental Health and General Security Services, Inc. for \$133,000;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the agreement amendment for FY 2011/2012; and
3. Authorize the Riverside County Purchasing Agent to annually renew, decrease, and increase this agreement up to 10% of the Board approved amount of \$133,000 through June 30, 2013.

BACKGROUND: In October of 2007, the Riverside County Purchasing Department issued a county-wide Request for Proposal (RFP) MHARC 27 to solicit proposals from qualified bidders for the provision of on-site security services. The RFP closed on November 21, 2007, and the Purchasing Department received a total of eight (8) bids, of which five (5) of the total bids received were considered to be responsive. Subsequently, of the five (5) responsive bids the Purchasing Department received, after formal evaluation, General Security Services, Inc. was considered to be the lowest and most responsive bidder.

(Continued on Page 2)

JW:EM:SL

Jerry Wengerd
 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 133,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12 & 12/13

SOURCE OF FUNDS: 100% State

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

APPROVE

C.E.O. RECOMMENDATION:

County Executive Office Signature

BY: *Debra Cournoyer*
 Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 18, 2012
 xc: Mental Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

3.33

Dept's Recomm.:
 Per Exec. Ofc.:

SUBJECT: Approve the agreement amendment between General Security Services, Inc. and Riverside County Department of Mental Health. (District 1 & 3)

BACKGROUND: (Continued)

The Riverside County Department of Mental Health (RCDMH) worked with the Purchasing Department to establish an agreement with General Security Services (GSS) in FY 2006/2007 to cover the department's Substance Abuse and Mental Health Adult clinic only, which is located at 650 N. State Street in Hemet, CA. However, in the last couple of years, the RCDMH received Mental Health Services Act (MHSA) funds to establish new mental health service sites, which called for the department to expand its existing security services beyond the Mid-county Region to the Western Region of Riverside County.

In FY 2011/2012, the RCDMH's utilization of these services increased substantially, as a result of the implementation of new clinic service sites, thus requiring a first amendment to GSS' existing agreement. Now a second amendment to GSS' agreement is required to make the necessary financial provisions for all services rendered in FY 2011/2012. Therefore, the RCDMH is requesting that Riverside County Board of Supervisors approve the second agreement amendment between GSS and the RCDMH for FY 2011/2012; and also authorize the Riverside County Purchasing Agent to amend and/or renewal this agreement annually through June 30, 2013.

PERFORMANCE PERIOD:

This agreement amendment has a period of performance from July 1, 2011 through June 30, 2012, and may be renewed annually. This agreement contains a termination clause in case applicable State funds become unavailable.

FINANCIAL INFORMATION

The second amendment with GSS will increase the current contract from \$99,500 to \$133,000 for FY 2011/2012. The funding for these services are 100% MHSA. No other County funds are required.

PRICE REASONABLENESS:

GSS was the lowest bidder in RFP MHARC27, and the final rate for this agreement was negotiated down to the lowest possible rate for these services.

JUSTIFICATION FOR DELAY:

The RCDMH received final invoices for all services rendered in FY 2011/2012 approximately 3 weeks ago due to the implementation of a new invoicing system by the provider.

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FY 2011/2012
SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
GENERAL SECURITY SERVICES, INC.

That certain Professional Services Agreement between the County of Riverside (COUNTY) and General Security Services, Inc. (CONTRACTOR), originally approved by the Riverside County Purchasing Agent on September 24, 2008 for FY 2008/2009; amended for the first time by the Purchasing Agent on May 14, 2009 for FY 2008/2009; renewed by the Purchasing Agent on September 2, 2009 for FY 2009/2010; renewed by the Purchasing Agent on September 21, 2010 for FY 2010/2011; renewed by the Purchasing Agent on March 8, 2012 for FY 2011/2012; amended for the first time by the Purchasing Agent on April 1, 2012 for FY 2011/2012; and is hereby amended for the second time for FY 2011/2012, effective June 1, 2012 and shall continue to June 30, 2012, in consideration for mutual obligations:

The agreement is hereby amended as follows:

- Section 2 of this agreement shall be amended to read as follows:

2. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for one (1) year, renewable in one (1) year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

- Section 3 of this agreement shall be amended to read as follows:

3. COMPENSATION

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the increased amount of one hundred thirty three thousand dollars (\$133,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute
2 this Amendment.

3 **CONTRACTOR:**

4 **General Security Service, Inc**
14009 Crenshaw Blvd.
Hawthorne, CA 90250

5 Signed: [Signature]

6 Title: CEO

7 Date: 12/22/12

8 **COUNTY COUNSEL:**

9 Pamela J. Walls
10 Approved as to Form

11 By: [Signature]

12 Deputy County Counsel

13 //

14 /

15 FY 11/12 EM

16 **INFORMATION COPY:**

17 **County of Riverside**
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

18 ~~COUNTY OF RIVERSIDE~~

19 Signed: [Signature]

20 John F. Favaghione, Chairman
Riverside County Board of Supervisors

21 Date: DEC 18 2012

22 Attest by: [Signature]

23 Kecia Harper-Ihem
24 Clerk of the Board

25 DEC 18 2012 3:33