

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: August 17, 2025
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Universal Protection Services, LP d/b/a Allied Universal Security Services of Albuquerque, NM, for Security Services under New Mexico Statewide Price Agreement No. 20-00000-22-00049

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Services Agreement (Agreement) with Allied Universal Security Services (Allied Universal) of Albuquerque, NM, for security services at Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through August 15, 2026 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment also increases compensation by \$143,699.66 to a total amount not to exceed \$273,409.60.

Funding is available from 8100851.510310 and 8100852.510310 (Service Contracts).

BACKGROUND

On August 15, 2024, the Board approved a Services Agreement with Allied Universal for \$129,709.94.

Amendment No. 1 to the Agreement with Allied Universal will continue these security services for FY-26:

- At the beginning of each shift, secure the Landfill to deter any incoming cash-paying hauler after 4:00 p.m. Monday through Saturday.
- Provide security at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:15 p.m. and deter any incoming customers after 4:45 p.m. Sunday through Saturday.
- After all Landfill and BuRRT personnel leave the facilities, perform periodic checks of the administration offices, scale houses, transfer station, HHW collection center, maintenance building, and other areas of the Landfill and BuRRT to ensure the facilities are locked and secured.

- Assist with turning off heavy equipment that may have been left running after employees have left the facilities.
- Perform a minimum of three patrols of each facility in the evening and early morning hours using a four-wheel drive vehicle.
- Follow security industry standards in performing the work and provide written reports to the Agency on all activity observed during each shift.
- Immediately notify the fire department, sheriff/police department, and the Executive Director and Landfill or BuRRT manager of any emergency.
- Adjust shift length, as necessary, to accommodate an emergency.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 1 to the Agreement with Allied Universal for security services.

The Agency also requests Board approval to:

- extend the term of the Agreement through August 15, 2026; and
- increase the compensation by \$143,699.66 for a total not-to-exceed amount of \$273,409.60.

Attachments:

- 1) Services Agreement – Amendment No. 1
- 2) Services Agreement with Allied Universal

ATTACHMENT 1

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT
ALLIED UNIVERSAL SECURITY SERVICES
(Security Services - 2024)**

This AMENDMENT No. 1 (“Amendment”) to the SERVICES AGREEMENT, dated August 15, 2024 (“Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Universal Protection Services, LP d/b/a Allied Universal Security Services (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide security services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Forty-Three Thousand Six Hundred Ninety-Nine Dollars and Sixty-Six Cents (\$143,699.66) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Seventy-Three Thousand Four Hundred Nine Dollars and Sixty Cents (\$273,409.60), including applicable New Mexico gross receipts taxes pursuant to the fee schedule attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$129,709.94
AMENDMENT NO. 1	\$143,699.66
CONTRACT TO DATE	\$273,409.60

B. Contractor shall be responsible for payment of gross receipts taxes due the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Compensation shall be paid only for services performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 15, 2026, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Jeremy Lee
Regional Vice President of Operations
Allied Universal Security Services

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Allied Universal Security Services
Fee Schedule

Exhibit A

Allied Universal Security Services

Fee Schedule

FY-2026

Item	Description	Weekly Cost	Annual Cost
Security Personnel - Labor	63 Hours per Week; Inclusive of all Employees Assigned and Administration Schedule of Service: 15:30-00:30 daily Bill Rate = \$34.06 per hour	\$2,138.21	\$111,187.10
Security Personnel - Labor	Holiday/OT Bill Rate = \$51.09 per hour	-	\$1,226.16
Vehicle Usage Fee	4-WD Vehicle for Patrolling Required	\$253.85	\$13,200.00
Vehicle Fuel	As Incurred	\$173.08	\$9,000.00
New Mexico Gross Receipts Tax (NMGRT)	Labor Only	\$174.74	\$9,086.40
Cost		\$2,739.88	\$143,699.66

ATTACHMENT 2

Services Agreement with Allied Universal

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
ALLIED UNIVERSAL SECURITY SERVICES
(Security Services - 2024)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Universal Protection Services, LP d/b/a Allied Universal Security Services (“Contractor”) for security services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by the New Mexico Regulation and Licensing Department, Private Investigations Act, NMSA 1978, §§ 61-27B-1 to 61-27B-36 and 16.48.1 NMAC for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty Nine Thousand Seven Hundred Nine Dollars and Ninety-Four Cents (\$129,709.94).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article per Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 15, 2025, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.

The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy,

acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations

pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be included as an additional insured to the extent of the Contractor's indemnification and defense obligations under Article 13 of the Agreement and up to the required insurance coverage amount under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the

Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain crime liability insurance throughout the term of this Agreement for employee dishonesty to cover no less than \$1,000,000 for each claim.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or

any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, County of Santa Fe, State of New Mexico.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Jeremy Lee
Regional Vice President of Operations
Allied Universal Security Services
12100 E. Iliff Ave, Suite 350
Aurora, CO 80014
Email: Jeremy.Lee@aus.com

A. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

B. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

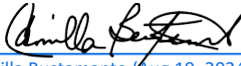
C. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

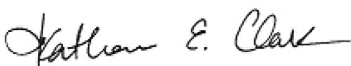
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Camilla Bustamante (Aug 19, 2024 14:47 MDT)
Camilla Bustamante
Chairperson, Joint Powers Board

08/19/24

Date:

ATTEST:



Katharine E. Clark
Santa Fe County Clerk

—


CONTRACTOR:

Jeremy Lee
Jeremy Lee (Aug 14, 2024 12:07 MDT)
Jeremy Lee
Regional Vice President of Operations
Allied Universal Security Services

08/14/24

Date:

APPROVED AS TO FORM:


Nancy Long (Aug 13, 2024 10:38 MDT)
Nancy R. Long
Agency Attorney

08/13/24

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

1. SCOPE OF SERVICES

Contractor shall provide the following security services for the Agency:

- A. Contractor shall use employees that are familiar with, trained in, and abide by the requirements for the Caja del Rio Landfill (“Landfill”) and/or Buckman Road Recycling and Transfer Station (“BuRRT”) set forth in this Agreement.
- B. Contractor shall use a four-wheel drive vehicle to patrol the Landfill and BuRRT. All vehicles used by Contractor must have decals designating the Contractor.
- C. Contractor shall immediately notify the fire department, sheriff’s department, and the Executive Director and appropriate managers of the Landfill and/or BuRRT of any emergency.
- D. Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity Contractor observes in the course of performing that work.
- E. The hours of security services (the “Shift”) will be from 3:30 p.m. to 12:30 a.m. Sunday through Saturday. These hours are subject to change upon seven (7) day notice to Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.
- F. At the beginning of the Shift, Contractor shall close the front entrance gate of the Landfill to deter any incoming cash-paying hauler after 4:00 p.m. Monday through Saturday.
- G. Contractor shall provide security at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:15 p.m. Contractor shall be stationed at the middle entrance gate to deter

any incoming customer after 4:45 p.m. and until a majority of the BuRRT personnel leave the facility at or about 6:00 p.m.

H. After all Landfill and BuRRT personnel leave the facilities, Contractor shall make periodic checks of the administration offices, scale houses, transfer station, HHW collection center, maintenance building and other areas of the Landfill and BuRRT to ensure that they are locked and secured.

I. Contractor shall perform a minimum of three (3) perimeter checks of the Landfill throughout the night between 7:00 p.m. and 12:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.

J. Contractor is required to turn off any heavy equipment that is left running if all the Landfill employees have left the facility.

K. Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.

L. Contractor shall document each patrol at the Landfill and BuRRT on a security officer daily log.

M. Contractor shall have answering service 24 hours a day. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

N. Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.

O. Contractor shall inform the Agency prior to allowing an employee who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.

P. At no time shall Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.

Q. Contractor shall only allow employees to perform work for the Agency who:

1. Are licensed as a level one security guard and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B;
2. Are trained in standard security industry practices and have excellent work history;
3. Have a minimum of six (6) months experience in police or security service;
4. Can be relied upon to communicate clearly and coherently to Agency personnel, customers, members of the public, and emergency personnel in all situations, particularly in cases of emergency;
5. Possess the ability to pass a physical ability test and drug and alcohol testing; and
6. Possess a valid New Mexico driver's license.
7. Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. CONTRACTOR'S UNIT PRICING

ITEM	DESCRIPTION	UNIT RATE	WEEKLY COST	ANNUAL COST
Level I Security Guard	63 Hours per Week; Inclusive of all Assigned Employees and Administration	\$31.82/hour	\$2,004.66	\$104,242.32
Vehicle Usage Charge	4-WD Vehicle for Patrolling (Required)	\$310.00/week	\$310.00	\$16,120.00
Holiday/Overtime	Holiday/Overtime Budget	\$47.73/hour	-	\$1,145.82
Tax	NMGRT	6.75%	\$156.24	\$8,201.80
Total	-	-	\$2,470.90	\$129,709.94