

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents (\$556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,714 Regular Hours: \$55,320.21

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$55,320.21

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport

Hourly Rate: \$22.66

Total for 4,970 Regular Hours: \$112,620.20

Hourly Rate for Holiday Hours: \$33.99

Total for 140 Holiday Hours: \$4,758.60

Total for Regular and Holiday Hours: \$117,378.80

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 2,918 Regular Hours: \$56,259.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

An additional sum of twenty five thousand dollars (\$25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and 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.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The 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 covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to 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 City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The 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 City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City 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 City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the 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 commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. 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 services by Contractor hereunder, 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

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

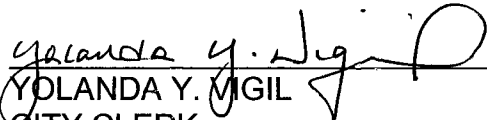
UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

See attached
NAME, TITLE

DATE: _____

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418


ATTEST:


YOLANDA Y. MIGIL
CITY CLERK
cc mtg. 5/31/18

APPROVED AS TO FORM:


GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 6/5/18
KENT DEYOUNG, INTERIM FINANCE DIRECTOR
BRAD FLETCHER, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

MAYOR

NAME, TITLE *Pres. D. D. D.*

DATE: _____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM *5/2*

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

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Exhibit A – Scope of Services

Minimum Qualifications/Requirements

- 1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.
- 2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-27B-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
- 3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.
- 4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level III security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-27B-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
- 5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).
- 6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.
- 7) The 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 covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing series under this Agreement.
- 8) Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.
- 9) Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a

condition prior to performing services under this Agreement. Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

- 10) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.
- 11) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in the best interest to do so.
- 12) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractor's successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis. City of Santa Fe will provide payment on a monthly basis.
- 13) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.
- 14) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.
- 15) Weapons (as required)
 - a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level III security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.
- 16) Special Provisions
 - a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has

been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

- b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.
 - c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.
- 17) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.
 - 18) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.
 - 19) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.
 - 20) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

- 21) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

Facility Profiles

The total amount of security service averages approximately 500 hours per week for all facilities. See attached for a complete schedule breakdown by facility.

Municipal Parking Facilities (Mobile Patrol)

The City of Santa Fe Parking Division operates four Municipal parking facilities. Railyard Municipal Garage (404 spaces; 320 utilized average/day), Sandoval Municipal Garage (404 spaces; 625 utilized average/day), Santa Fe Community Convention Center Municipal Garage (522 spaces; 675 utilized average/day), and Water Street Municipal Lot (156 spaces; 320 utilized average/day). Mobile Patrol also conducts security patrols and services for other City facilities as necessary during their hours of operation.

Main Library; 145 Washington Ave.

The City of Santa Fe Main Library is approximately 37,500 square feet over three floors. It is open to the public, averaging 800 patrons per day. Approximately 28 library staff and 5-7 volunteers work within this facility.

La Farge Library; 1730 Llano Street

The City of Santa Fe La Farge library branch is approximately 12,500 square feet over one floor. It is open to the public, averaging 638 patrons per day. Approximately 11 library staff and 2-3 volunteers work within this facility.

Southside Library; 6599 Jaguar Drive

The City of Santa Fe Southside library branch is approximately 25,000 square feet over one floor. It is open to the public, averaging 566 patrons per day. Approximately 13 library staff and 14 volunteers work within this facility.

Santa Fe Trails

Santa Fe Trails operates a City-wide transportation system consisting of 433 bus stops, 10 bus routes and 3 downtown shuttles; averaging approximately 71,000 ridership per month.

Genoveva Chavez Community Center; 3221 Rodeo Road

The Genoveva Chavez Community Center is a 177,000 square foot community center that includes an ice rink, aquatic center with 3 pools, a full size gymnasium, fitness, and aerobics area. There are on average over 2,000 visits daily, including staff and the general public.

City Hall (201 Lincoln Ave.) / Santa Fe Convention Center (201 West Marcy St.)

City Hall is the primary facility for city administration. It is approximately 41,700 square feet over three floors. Departments located within City Hall include the Mayor's Office, City

Council, City Manager's Office, City Attorney, City Clerk, Finance Department, and Land Use Department. Approximately 200 staff work within this facility daily, with an additional 50-100 when meetings are held within the building. This building occasionally receives demonstrators, protestors, and constituents who demand to see elected and/or senior officials of the City.

The Santa Fe Convention Center is home to TOURISM Santa Fe and the Arts Commission. The facility is approximately 30,000 square feet of rentable indoor space, an additional 10,000 square feet of outdoor rentable space, and 40,000 square feet of administrative offices and back of house, non-public spaces. The facility has 36 permanent employees on a daily basis, with 60+ visitors daily, 70,000 – 100,000 visitors annually through conferences, gala's, other events, etc.

Municipal Court; 2511 Camino Entrada

The Municipal Court houses the public courtroom, City Prosecutor, Paralegal and the Public Defender. The Municipal Court oversees the following cases: Traffic, Animal, Parking, Shoplifting, DUI, Petty Misdemeanors, and Code Enforcement.

Santa Fe Regional Airport; 121 Aviation Drive

The Santa Fe Regional Airport terminal building is approximately 10,000 square feet, consisting of passenger waiting areas and tenant-leased space. The airport has an average of 520 passengers arriving and departing daily, with between 6-10 arrivals and departures daily with two major commercial airlines.

Services

Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:

- Entry and egress access control;
- Roving patrols of interior and exterior building areas, including parking facilities as applicable;
- Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
- Provide initial response to security incidents;
- Assist with fire drills/evacuation drills;
- Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
- Visitor and building employee identification verification;
- Incident and daily operating reports;
- Monitoring and responding to building intrusion detection systems;
- Monitoring alarms and fire detection equipment;
- Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
- Other specific tasks as required, as specified in post orders or by site-location manager.

Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:

- Cover City of Santa Fe Security Management responsibilities as needed.
- Provide on call services 24/7 for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
- Coordinate the security coverage for all City of Santa Fe security requests.
- Develop a training program and coordinate all training requirements for security personnel assigned to this account—and update the program on a regular basis.
- The Account Manager must be able to effectively deal with a variety of personality types in public situations.
- Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
- Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
- Review all safety issues and security documentation prepared and/or provided by security personnel.
- Know how to perform every position and provide training for these positions to subordinates.
- Perform other duties as assigned.

Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.
2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-27B-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.
3. Design a specific course of training for each position based on written post orders.
4. Provide training that includes the following:
 - Safety;
 - Building/facility familiarization including a detailed tour of all sites, functions, and facilities;
 - Knowledge of a security personnel's limit of authority;
 - Knowledge of job duties;
 - Access control;
 - Public relations;
 - Patrol techniques;
 - Responding to bomb threat situations;
 - Fire prevention and control and the use of fire extinguishers;
 - Communication training including verbal judo;
 - Employee rights, responsibilities, and expectations;
 - Workplace violence and conflict resolution;
 - Reporting procedures for incidents, personal injury, and property damage;
 - Dealing effectively with the homeless and mentally ill;
 - Exclusion policies;
 - Lost and found procedures;
 - CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire;
 - ADA training;
 - Radio procedures and protocols;
 - Grooming and uniform appearance;
 - Defense tactics, handcuff procedures;
 - De-escalation training.

5. Contractor is "encouraged" (but not required) to provide training that includes the following:
 - Crowd psychology, control, and management;
 - Limited force ejection techniques;
 - Drug and alcohol awareness training.
6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:
 - Security Identification Display Area (SIDA)/Secured Area Badge Application;
 - Complete and pass a Criminal History Records Check and Security Threat Assessment;
 - Complete online and in-person SIDA/Secured Area Training;
 - Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.
7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.
8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

Uniforms and Equipment

- All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-27B-22(D) NMSA 1978.
- All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with NMSA 1978 61-27B-1 through 61-27B-36, section 16.48.3.12.
- Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
- Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
- Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.