

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 Chavez Security, Inc. (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 physical prevention and protection to persons and property for the City in the following general areas, The Santa Fe Watershed, City Well Fields and Water Storage Tank Locations and Water Facilities. Contractor shall assign a contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to the City and shall be available at reasonable times to consult with the Public Utilities Department Director or designated representative regarding the services rendered or services to be rendered under this Agreement. The City and contractor shall develop and maintain an accurate and current list of employees that need access to Canyon Road Water Treatment Plant, wells, booster stations, storage tanks, etc. These employees will be added to the Access Control Server as individuals along with company name, city department or other. Any changes to the employee list for access based on employment, termination and job reassignment will be provided by the City and made by the contractor within 24 hours of the change. A description of the required services is given in the following paragraphs:

A. Canyon Road Water Treatment Plant & Watershed (Source of Supply):

(1) Contractor shall provide one (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle; minimum height requirement of 8.0") to patrol the Canyon Road Water Treatment Plant and the roadway, including feeder roads, from the Santa Fe Watershed Entry Gate to Elk Cabin on a continuous basis, three (3) shifts per day, seven (7) days per week, 365 days per year beginning at 7 am and ending at 7 am each day.

(2) The City and contractor shall develop and maintain an accurate and current list of employees that need access to Canyon Road Water Treatment Plant, BDD, wells, booster stations, storage tanks, etc. These employees will be added to the Access Control Server as individuals along with company name, city department or other. Any changes to the employee list for access based on employment, termination

and job reassignment will be provided by the City and made by the contractor within 24 hours of the change.

- (3) The uniformed security officer shall provide the following services:
 - a. Conduct patrols to areas described above.
 - b. Enter the Canyon Road Water Treatment Plant at 12 am and 3 am (Monday-Sunday) insuring all facilities and staff are secure;
 - c. Contact the CRWTP (505-955-4371) with any suspicious activity, security breaches or unusual findings and immediately report such situations to the operator on duty.
 - d. Immediately notify the fire department, police department and manager/operators on duty of incidents, acts of violence, fire/emergency.
 - e. Utilize the toggle verification (physically operate the door handle) to check locked doors at all facilities and structures.
 - f. Provide response on an on-call basis to incidents as directed by the operator on duty within 15 minutes of notification.
 - g. Provide written reports as well as a verbal briefing to the operator on duty, at the end of each shift to the facility control room outlining any investigative services that were conducted, an inventory of persons or activities on facility property and details of whether suspicious activity was deterred or if fire/police were notified for unauthorized entry or emergency situations that were observed.
 - h. Contractor shall supply Level III security services as directed and at locations specified by the CRWTP Operations Manager as needed in response to emergency situations and other situations.
 - i. Perform Trail Patrols on foot or horseback, or in approved all-terrain vehicles once per month, as part of normal watershed patrol. These patrols should focus on arterials that can be accessed by the public from offsite areas (e.g. Hyde Park, Black Canyon, etc.) and watershed perimeter areas.

B. Northwest Well, Buckman Wells 1-13, Booster Stations 1-4; All Potable Water Storage Tanks and All City Wells Sites (Source of Supply):

(1) Contractor shall provide one (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, in a clearly marked patrol unit (unit defined as a high clearance four wheel drive vehicle; minimum height requirement of 8.0”) to patrol the Canyon Road Water Treatment Plant and the roadway, including feeder roads, from the Santa FE Watershed Entry Gate to Elk Cabin on a continuous basis, three (3) shifts per day, seven (7) days per week, 365 days per year beginning at 7 am and ending at 7 am each day.

- All Buckman Wells (13)
- All City Wells Including Northwest Well (7)
- All Booster Stations (4)
- All Potable Water Storage Tanks (9)

(2) The City and contractor shall develop and maintain an accurate and current list of employees that need access to Canyon Road Water Treatment Plant, BDD, wells, booster stations, storage tanks, etc. These employees will be added to the Access Control Server as individuals along with company name, city department or other. Any changes to the employee list for access based on employment, termination and job reassignment will be provided by the City and made by the contractor within 24 hours of the change.

- (3) The uniformed security officer shall provide the following services:
- a. Conduct patrols in a clearly marked patrol unit with emergency lights to the areas described above performing a complete visual walk around of every site to ensure all locks, hatches, electrical panels, manholes are secured.
 - b. Contact the CRWTP (505-955-4371) or (955-4387) with any suspicious activity, security breaches or unusual findings and immediately report such situations to the operator on duty.
 - c. Immediately notify the fire department, police department and manager/operators on duty of incidents, acts of violence, fire/emergency.
 - d. Fully cooperate with the City of Santa Fe Police Department, the Santa Fe County Sheriff Department, the New Mexico State Police and all applicable law enforcement agencies on the investigation of incidents, when required.
 - e. Contractor shall also provide copies of all relevant reports, logs and photographs and all evidence to relevant law enforcement agencies.

- f. Utilize the toggle verification (physically operate the door handle) to check locked doors at all facilities.
- g. Provide response on an on-call basis to incidents as directed by the operator on duty within 10 minutes of notification.
- h. Provide written reports at the end of each shift to the facility control room outlining any investigative services that were conducted, an inventory of persons or activities on facility property and details of whether suspicious activity was deterred or if fire/police were notified for unauthorized entry or emergency situations that were observed.
- i. Contractor shall supply Level III security services as directed and at locations specified by the CRWTP Operations Manager on an as needed basis.
- j. Joint Source of Supply Facilities and BDD: Mobile security services for BDD will include Buckman properties under Source of Supply (during weekends and holidays). In exchange, during the week (Monday through Friday) the Security Company's Mobile patrol security service for the Buckman Well area under Source of Supply will provide BDD with mobile patrol service thereby giving them 24 hours service, 7 days a week.

2. STANDARD OF PERFORMANCE AND LICENSES

A. At no time shall the Contractor assign an employee to provide services under the terms and conditions of this Agreement who has been convicted of a felony or a crime of moral turpitude.

B. At no time shall the Contractor or its employees assigned under the terms and conditions of this Agreement; accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

C. Contractor shall assign a contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to perform services under this Agreement who shall be available at reasonable times to consult with the designated City of Santa Fe Public Utilities Department (City) representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the City, a complete background investigation report for all personnel assigned to the City under the terms of this

Agreement, seven (7) days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.
- (2) Confirmation of previous employment.
- (3) Verification of all application information.

E. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement

F. Contractor shall assign personnel who have the same comparable training levels and the following qualifications as outlined below and shall have all documents available for review by the City:

- (1) Contractor shall comply with required federal, state and local licensing requirements. Contractor shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days of notice from the State, County or City Licensing Boards;
- (3) Contractor's employees shall have the ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved;
- (4) Contractor's employees shall possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician;
- (5) Contractor's employees shall possess cardio pulmonary resuscitation (CPR) and First Aid certification as set forth by the American Red Cross or an equivalent association;
- (6) Contractor's employees shall possess a valid appropriate driver's license;
- (7) Be current and fully qualified to carry a firearm when required to.

G. Contractor shall deliver to the City, no less than 24 hours prior to an employee being assigned to their post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:

- (1) Outline of security experience
- (2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification(s).
- (3) Outline of related training to include but not be limited to courses, dates, hours, and certifications(s).
- (4) Verification of all employment application information.

(5) Verification that Contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.

H. Contractor shall supply all standard uniforms and assure that they are regularly cleaned and maintained.

- I. Contractor shall supply and maintain the following equipment:
- (1) Contractor shall supply a vehicle for each shift that allows travel through dirt roads that could be snow packed or washed out by weather. Unit shall be a clearly marked security unit with emergency lights.
 - (2) Contractor shall supply all weather gear, leather gear, flashlights, pagers, cellular phones, radios for and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement. The Contractor will also provide the necessary cell phone or radio equipment as mutually agreed upon by both parties;
 - (3) Contractor will be required to repair or replace, at its cost, any equipment that is damaged or lost through abuse or neglect by the Contractor or its employees.
 - (4) Contractor shall insure all horses entering the Watershed must be fed weed free hay three days prior or have a bag to and capture their waste products.

J. Contractor shall be required to submit all incident reports, logs or ledgers to the City or its designated representatives on a daily basis, and additionally upon request.

K. Contractor shall have a dispatch center answering its phones 24 hours every day. A contract answering service or answering machine is not acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

L. Contractor shall be required to replace or repair at its cost any equipment owned by the City (without limitation, 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.

3. COMPENSATION

A. Payment shall be made for services actually rendered at an hourly rate per hour for each Security Officer III as described below and given on Exhibit A attached hereto.

- (1) Canyon Road Water Treatment Plant & Watershed up to 8760 regular hours \$25.81 per hour;
- (2) Watershed Horse and Foot Patrols up to 192 hours \$25.00;
- (3) Buckman Well Sites, Booster Stations, City Wells, Storage Tanks up to 8760 regular hours \$27.5~~0~~⁴ p.c.
- (4) Emergency Call In CRWTP & Watershed up to 40 hours \$25.00;
- (5) Emergency Call In Buckman Well Sites up to 40 hours \$25.00.

B. The City shall pay the Contractor for actual services rendered, a sum not to exceed four hundred seventy four thousand five hundred eighty four dollars (\$474,584), plus applicable gross receipts taxes during the term of this contract.

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

D. Payment shall be made upon receipt 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 the 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 executed by the City and will terminate on June 30, 2019, unless terminated sooner pursuant to Article 6 below. This Contract shall have the option to be renewable for three (3) additional twelve (12) month terms up to four (4) years with the mutual agreement of both parties. Contractor shall give the City written notice of the intent to renew 60 days prior to the expiration date of this agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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, 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, then 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 contractors 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

The 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 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 services under this Agreement.

B. Contractor shall also obtain and maintain Worker's 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 on account of any suit, judgment, execution, claim and action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorney's fees and costs.

14. 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.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three (3) 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 illegal payments.

16. 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.

17. AMEMDMENT

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

18. 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 understanding 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.

19. 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, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provision 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.

21. 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:

To City: Santa Fe Water Division
Public Utilities Department
Attn: Source of Supply Operations Manager
P.O. Box 909
Santa Fe, New Mexico 87504-0909

To Contractor: Chavez Security Inc.
1925 Aspen Dr Suite 703
Attn: Peso Chavez
Santa Fe, NM 87505

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

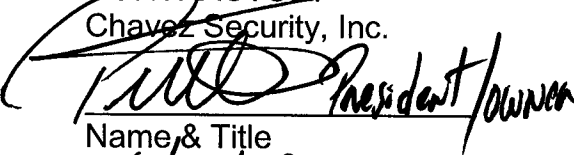
CITY OF SANTA FE:



ALAN WEBBER, MAYOR
6/14/18

DATE

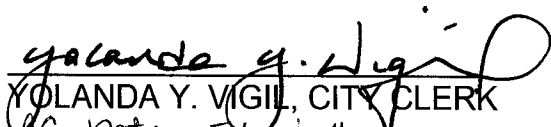
CONTRACTOR:

Chavez Security, Inc.


Name & Title
6/19/18

DATE

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/30/18

N.M. Taxation & Revenue
CRS# 02-234197008
City of Santa Fe Business
Registration # 18-00094401

APPROVED AS TO FORM:

MDM 6/8
CITY ATTORNEY

APPROVED:

[Signature] 6/13/18
FINANCE DIRECTOR

52361.510310

Business Unit / Line Item