ITEM # 18-0749

CITY OF SANTA FE AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, May 9, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Chavez Security Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide security services to the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. <u>SCOPE OF SERVICES</u>:

Article 1 of the Agreement is amended to include the following:

C. Public Utilities Department – Water & Utility Billing Divisions Building – 801 W. San Mateo:

(1) Contractor shall provide One (1) Level III uniformed security officer, as defined pursuant to 16.48.2.19 D. NMAC, at the Water Division and Utility Billing Division Building 801 W. San Mateo. Services shall be provided for 9 hours a day, Monday through Friday excluding City of Santa Fe holidays and business closings, during the hours of 8AM and 5PM.

(2) The uniformed security officer shall provide the following services:

a. Complete walk thru of primary building site including outside perimeter.

- b. Monitor lobby, cashier, customer service and collection are. Identify customer's actions that indicate negative and/or hostile rhetoric with the potential for escalation. Closely monitor and intervene if necessary. Contact the authorities. Make complete area checks of the Transmission and Distribution Building and Water Conservation Building. This is to include parking areas for employees, trucks, equipment and material storage.
- c. Monitor customer parking area for any situation that inhibits security.
- d. Respond to any reasonable request for assistance from Utility Billing Division supervisor in regards to security.
- e. Escort cashiers outside to retrieve nightly lockbox payments.
- f. Provide timely reports regarding direct involvement of situations affecting city of Santa Fe personnel, property or customers.

2. <u>COMPENSATION.</u>

Article 3, paragraph A is amended to include the following:

- (6) Utility Billing Division, 801 W. San Mateo Building up to 2035 hours \$ 25.00;
- (7) Utility Billing Division, 801 W. San Mateo Building up to 254 hours \$ 37.50.

Article 3, paragraph B is amended to increase the amount of compensation by a

total of sixty thousand four hundred twelve dollars and fifty cents (\$60,412.50) plus

applicable gross receipts taxes, so that Article 3, paragraph B reads in its entirety as

follows:

B. The City shall pay the Contractor for actual services rendered, a sum

not to exceed five hundred thirty four thousand nine hundred ninety six dollars and fifty

cents (\$534,996.50) plus applicable gross receipts taxes during the term of this contract.

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 No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR: CHAVEZ SECURITY, INC.

Juneu / those and NAME & TITLE

Date:

ATTEST:

CLERK mto. (e)

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED: -3-18 VCE DIRECTOR

52300.510300 **Business Unit/Line Item**