

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

ITEM # 18-1318

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), 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 Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for 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. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

- A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents (\$56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents (\$646,270.52), 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 2,926 Regular Hours: \$59,641.46

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,641.46

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 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

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

Railyard Visitor Center

Hourly Rate: \$19.28

Total for 1,424 Regular Hours: \$27,454.72

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: \$25.28

Total for 2,120 Regular Hours: \$53,593.60

Hourly Rate for Holiday Hours: \$37.92

Total for 64 Holiday Hours: \$2,426.88

Total for Regular and Holiday Hours: \$56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 11/21/2018

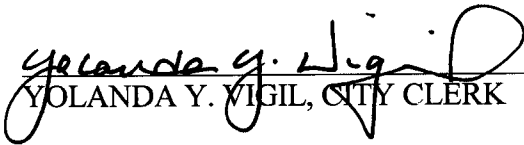
CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


NAME & TITLE

Date: 10/15/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK 

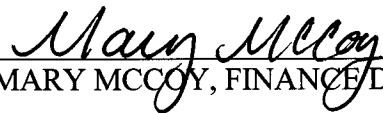
CRS #: 03-282745-00-08

Business License: 18-00110418

APPROVED AS TO FORM:

 9/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 11/21
MARY MCCOY, FINANCE DIRECTOR 

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310 ✓

Exhibit A – Scope of Services, Amendment #3

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) 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.
- 8) 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.
- 9) 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.
- 10) 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 tile best interest to do so.

- 11) 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.
- 12) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.
- 19) 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.
- 20) Security personnel shall have the ability to pass an annual physical fitness examination, including drug and alcohol testing, by a licensed physician.

Facility Profiles

The total amount of security service averages approximately 519 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.

Tourism Santa Fe Railyard Visitor Center

The Tourism Santa Fe Railyard Visitor Center is housed within the Railyard District of Santa Fe. Visitors and Residents are encouraged to browse the many pamphlets of events and activities that take place in and around Santa Fe. This facility is only open seasonally.

Santa Fe University of Art and Design Campus

A 64-acre property located in the middle of Santa Fe was home to the College of Santa Fe and most recently the Santa Fe University of Art and Design. The university no longer operates the campus, and the City of Santa Fe has assumed the management of the property. The property has 33 buildings with about 500,000 square feet of space.

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.