

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#18-0623; #18-0749**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, May 30, 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 professional services to the City of Santa Fe.

B. Pursuant to Article 17 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 is amended to include the following:

D. Parks Division

(1) OPENING & CLOSING OF PARK GATES:

CSI shall provide PARKS with the opening and closing of park gates at the following locations during the *approximate* hours of 10pm (closure) and 6am (opening), 7 days a week 365 days a year. Hours may change depending on the time of year or in the case of an emergency. Parks is required to notify CSI in writing of such change or request.

- a. Dale Ball Trail Head Parking Lot-Upper Canyon Rd.
- b. Water History (Power plant Park) - 1209 Upper Canyon Rd.
- c. Patrick Smith-1001 Canyon Rd.
- d. Cross of the Martyrs - 617 Paseo de Peralta
- e. Frank Ortiz (Dog) Park-Camino de Las Crucitas
- f. Franklin Miles Park-1207 Camino Carlos Rey
- g. Pueblos Del Sol Park- Governor Miles Road and Nizhoni Drive

- h. Regal Park-2530 W. Zia Rd.
- i. Las Acequias-1100 Calle Atajo
- j. Swan Park- Contenta Ridge Ct, 87507

duties: (2) At each of the above locations CSI shall perform the following

- a. Prior to locking of gates, CSI agent in a marked mobile patrol unit will courteously give a 5-minute notification of park closure to patrons on property.
- b. CSI patrol will sweep the area to ensure its safety and to verify that park rules are being followed.
- c. Once the area is secured and no vehicles are present the gate will be locked.
- d. If patrons are present and refuse to leave after they have been courteously notified of the park closing, the following procedure shall be followed.
 - i. Document as much detail as to person(s) identity and vehicle.
 - ii. Take photographs if possible.
 - iii. Contact SFPD on the non-emergency number with the information obtained.
 - iv. Wait for SFPD arrival and provide them with pertinent information.
- e. If there is an unoccupied vehicle(s) the following procedure shall be followed.
 - i. Try to locate the owner.
 - ii. Take photographs of vehicle including license plate.
 - iii. Leave a CSI business card on the windshield or window.
 - iv. If notified by the owner inform them of approximate response time.

E. RAILYARD PARK

(1) CSI will patrol his site in a marked mobile patrol unit as well as foot patrols *approximately* between 10pm-6am. A minimum of two patrols shall be conducted in the following manner.

- a. A "Walk-A-Round" of the exterior of the restroom building will be conducted. Hours may change because of events or the time of year or in the case of an emergency. Parks is required to notify CSI in writing of such change or request.
- b. A "Walk-A-Round" of the exterior of the meeting/maintenance building will be conducted.
- c. The park area will then be patrolled.
- d. If a person(s) is in the park after hours they will courteously be informed that the park is closed, and they must leave.

- e. If patron(s) refuse to leave the following procedure shall be followed.
 - i. Document as much detail as to person(s) identity.
 - ii. Take photographs if possible.
 - iii. Contact SFPD on the non-emergency number with the information obtained.
 - iv. Wait for SFPD arrival and provide them with pertinent information.

F. SPECIAL EVENTS (IE.: COMMUNITY DAY, TREE LIGHTING, ETC.)

(1) During Special Events, in the event/park that the Parks Division needs security patrol services, CSI will patrol the event in a marked mobile patrol unit as well as foot patrols *approximately* between 10pm-6am. A minimum of two patrols shall be conducted in the following manner.

- a. An onsite "Walk-A-Round" of the event/park area will be conducted. Hours may change because of events or the time of year or in the case of an emergency. Parks is required to notify CSI in writing of such change or request.
- 2) A "Walk-A-Round" of the exterior of the event/building will be conducted.
- 3) The park area will then be patrolled.
- 4) If a person(s) is in the park after hours they will courteously be informed that the park is closed, and they must leave.
- 5) If patron(s) refuse to leave the following procedure shall be followed.
 - a. Document as much detail as to person(s) identity.
 - b. Take photographs if possible.
 - c. Contact SFPD on the non-emergency number with the information obtained.
 - d. Wait for SFPD arrival and provide them with pertinent information.

G. MARTY SANCHEZ GOLF COURSE PRO SHOP BUILDING

(1) Several "Systematic Video Patrols" shall be conducted between 10pm & 6am. Times may change depending on the time of the year or in case of an emergency. Should an event occur during the video patrol or if there is notification of an intruder CSI shall remotely evaluate the situation and respond accordingly. If necessary, CSI shall dispatch an armed agent(s) to the site.

H. REPORTS

CSI shall provide CLIENT with "Daily Computer Reports" sent via email and shall provide "Incident Reports" (when needed) daily sent via email.

I. EMERGENCY:

In case of an emergency, CSI will immediately call 911 and provide them with available information. This will assist the "First Responders" with their initial evaluation and findings. Once the call has been made, CSI may conduct "A Reasonable Investigation" ONLY if condition permits. When the "First Responders" arrive CSI Agent will communicate their findings.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by one million seven hundred sixty three thousand twenty three dollars and fifty cents (\$1,763,023.5) plus applicable gross receipts tax.

The 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 two million two hundred ninety eight thousand twenty dollars (\$2,298,020) plus applicable gross receipts tax.

3. TERM.

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

This Agreement shall terminate on June 30, 2022 unless terminated pursuant to Paragraph 6, infra.

4. 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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 5/3/19

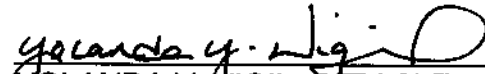
CONTRACTOR:
CHAVEZ SECURITY, INC.

 Pedro Chavez Owner/President
NAME & TITLE

Date: 6-7-19

CRS# 02-234197008
City of Santa Fe Business
Registration # 19-00094401

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mfg. 5/29/2019

APPROVED AS TO FORM:

 4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52300.510300, 52201.510300 & 12110.510310
Business Unit/Line Item