

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
SERVICES AGREEMENT
WITH Chavez Security, Inc.
#18-0663**

THIS AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated June 7, 2018, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Chavez Security, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide physical prevention and protection services to persons and property for the BDDDB and Buckman Direct Diversion facilities.

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 BDDDB and Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of One Hundred Seventy-Nine Thousand Dollars (\$179,000.00) plus applicable gross receipts tax, so that Article 3 reads in its entirety as follows:

A. Compensation under this Agreement shall be paid only for services rendered at an hourly rate of Twenty-seven dollars and Twenty-six cents (\$27.26) per hour for each Security Officer III, including the vehicle and all equipment for each Security Officer III and an hourly rate of Twenty-five dollars (\$25.00) for emergency call in. The BDDDB shall pay to Contractor for services rendered

a sum not to exceed Three-Hundred Fifty-Eight Thousand Dollars (\$358,000.00) plus applicable gross receipts tax. Compensation to be paid for any renewal term shall be agreed upon by the parties.

B. 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 and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to June 30, 2020.

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 Services Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: Anna T. Hamilton
Anna T. Hamilton, BDDDB Chair

Date: 6/6/19

ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk

CONTRACTOR:
Chavez Security, Inc.

Signature: [Signature]

Printed Name: RESO CHAVEZ

Title: Owner / President

Date: 6-12-19



APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy
Mary T. McCoy, City Finance Director *m*

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *all*

File Date: 7-23-19