

ITEM # 19-0706

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT
ALLIED UNIVERSAL SECURITY SERVICES
(Security Services - 2016)**

This AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated August 18, 2016 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Allied Universal Security Services f/k/a Universal Protection Services, LP ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide security services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFB No. '17/01/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ninety-Two Thousand Two Hundred Fifty-Eight Dollars and No Cents (\$92,258.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Three Hundred Sixty-Five Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$365,796.69) including applicable gross receipts taxes pursuant to the rates and fee schedule attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$90,993.35
AMENDMENT NO. 1	\$92,458.43
AMENDMENT NO. 2	\$90,086.91
AMENDMENT NO. 3	\$0.00
AMENDMENT NO. 4	\$92,258.00
CONTRACT TO DATE	\$365,796.69

B. Contractor will bill the Agency in 0.10 billing units at the hourly rates attached hereto as Exhibit A.

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

D. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

E. Detailed invoices containing reimbursement expenses shall be itemized.

2. **TERM AND EFFECTIVE DATE**

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

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2020, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

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. 4 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

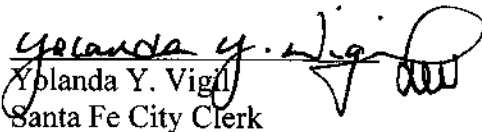


Renee Villarreal
Chairperson, Joint Powers Board

8-15-19

Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:

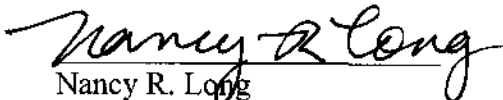


Tammy Nixon
Regional Vice President
Allied Universal Security Services

8/20/19

Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

8-15-19

Date:

EXHIBIT A

Rates and Fee Schedule
for
Allied Universal Security Services

Exhibit A
Fee Schedule
Santa Fe Solid Waste Management Agency
FY-2020

Description	Billing Rate	Quantity	Total
Level I Security Officer – Weekly	\$17.38	40	\$695.20
Level I Security Officer Supervisor - Weekly	\$18.45	40	\$738.00
Weekly Cost for Vehicle	\$260.00	1	\$260.00
NMGRT	8.438%	-	\$81.28
Weekly Total	-	-	\$2,731.14
Annual Total	-	-	\$92,258.00

Guard Holiday Billing: \$26.07/ Supervisor Holiday Billing: \$27.67

Holidays billed by AUS are: Christmas Day, New Year's Day, Thanksgiving, Fourth of July, Memorial Day, Labor Day.