

**CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 9 (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 add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents (\$88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto 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 two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents (\$2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

An additional sum of twenty five thousand dollars (\$25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:



ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020

GC
GC

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

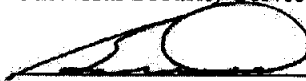


MARY MCCOY, FINANCE DIRECTOR


Business Unit/Line Item: VAROUS

CONTRACTOR:

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



NAME



TITLE

Date: 9/11/20

CRS #: 03-282745-00-08

Business License: 20-110418

Exhibit A - Scope of Services

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, 61-278-1 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, 61-278-1 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) The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing series under this Agreement.
- 8) 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.
- 9) 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.

- 10) 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.
- 11) 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 the best interest to do so.
- 12) 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.
- 13) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.
- 14) 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.
- 15) 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.
- 16) 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. No such request shall be made for reasons that would violate applicable law.
- 17) **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.
 - 18) 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.
 - 19) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.
 - 20) 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.

- 21) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

Facility Profiles

The total amount of security service averages approximately 500 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.

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, 61-278-1 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 61-278-22(0) 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 61-278-1 through 61-278-36, 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.

Allied Universal Security Services - Scope of Work Exhibit B

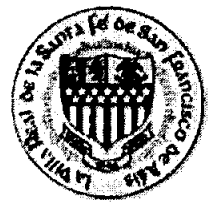
Level 3 Guard	2000	0	0	\$54,851.80	\$0.00	\$54,851.80
Schedule:	Flexible					
Hours Per Week:	40+					
Level 1 Guard	2990	0	0	\$58,813.30	\$0.00	\$58,813.30
Schedule:	Mon-Thurs 2:30pm-10:30pm (32)	Fri-Sat 12:00pm-8:30pm (17)	Sunday 10:00am-6:30pm (8.5)			
Hours Per Week:	57.5					
Level 2 Guard	3016	0	0	\$62,702.64	\$0.00	\$62,702.64
Schedule:	Mon-Wed 10:00am-8:00pm (30)	Thur-Sat 10:00am-6:00pm (24)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	58					
Weeks in Contract:	52					
Level 2 Guard	3120	0	0	\$64,864.80	\$0.00	\$64,864.80
Schedule:	Mon-Thurs 10:00am-8:00pm (40)	Fri-Sat 10:00am-6:00pm (16)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	60					
Weeks in Contract:	52					
Level 2 Guard	3120	0	0	\$64,864.80	\$0.00	\$64,864.80
Schedule:	Mon-Thurs 10:00am-8:00pm (40)	Fri-Sat 10:00am-6:00pm (16)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	60					
Level 1 Mobile Guard	8568	0	168	\$220,968.72	\$5,984.16	\$226,952.88
Schedule:	24 Hours/Day - 7 Days/Week (168)					
Hours Per Week:	168					
Level 3 Guard	5712	0	112	\$132,004.32	\$3,883.04	\$135,887.36
Schedule:	4:00pm-8:00am - 7 Days/Week (112)					
Hours Per Week:	112					
Level 1 Mobile Guard	1428	0	28	\$38,607.93	\$1,020.49	\$39,628.43
Schedule:	9:30pm-1:30am - 7 Days/Week (4)					
Hours Per Week:	28					
Level 3 Guard	2080	325	0	\$48,068.80	\$11,267.75	\$59,336.55
Schedule:	Mon-Fri - 7:45am-5:00pm (9.25)					
Hours Per Week:	46.25					
Level 3 Guard	0	72	0	\$0.00	\$2,496.24	\$2,496.24
Schedule:	2nd Fri - 1:00pm-3:00pm (2X3 (6))					
Hours Per Week:	6					

Level 1 Guard	1785	0	35	\$35,110.95	\$1,032.50	\$36,143.45
Schedule:	7:00pm-12:00am - 7 Days/Week (5)					
Hours Per Week:	35					
Level 3 Guard	5176.5	0	101.5	\$119,828.92	\$3,519.01	\$123,147.92
Schedule:	4:30am-7:00pm - 7 Days/Week (14.5)					
Hours Per Week:	101.5					
Level 1 Guard	1040	0	0	\$20,456.80	\$0.00	\$20,456.80
Schedule:	Mon-Fri 5:30am-9:30am (4)					
Hours Per Week:	20					
Level 3 Guard	2912	0	0	\$67,296.32	\$0.00	\$67,296.32
Vehicle						\$4,576.32
Dashcam						\$120.00
HeliAUS Cellphone						\$1,800.00
Schedule:	8:00pm-4:00am - 7 Days/Week (8)					
Hours Per Week:	56					
Contract Sub-Total:						\$1,023,139.41
Unforeseen Cost Over Runs:						\$25,000.00
Contract Sub-Total w/ Cost Over Runs:						\$1,048,139.41
NMGRT (8.4375%):						\$88,436.76
Contract Total w/ Cost Over Runs:						\$1,136,576.17



City of Santa Fe, New Mexico

Memorandum



DATE: August 13, 2020

TO: Governing Body, Finance Committee and Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Public Works Department Director

FROM: Sam Burnett, Public Works Property Maintenance Manager

ITEM AND ISSUE:

Request for the Approval of Amendment #9 to Service Contract 18-0552 increasing compensation in the Total Amount of \$73,792.64 plus NMGRS for Security Services throughout City Facilities including Midtown Santa Fe; Universal Protection Services, LP dba Allied Universal Security. To be complete by 6/30/2022; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933 Office / 505-795-2491 Mobile)

BACKGROUND AND SUMMARY:

Since July 1, 2018 Universal Protection Services LP, dba Allied Security, has been providing security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Santa Fe Regional Airport, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

In the last year, Allied hired a new City of Santa Fe Account Manager, Mr. Ramon Hernandez. Mr. Hernandez has a background in law enforcement has worked as a Police Officer and SWAT Team Member. In the last year Mr. Hernandez worked to improve the quality of security services Allied provides the City through training his existing staff and adding new highly trained and experienced team members. These efforts have resulted in an improved level of service being provided by Allied to the City.

Once this contract amendment is approved, each City Department, Division or location being provided service opens its own Purchase Order with Allied. In this way, each user can manage and tailor the security services to meet needs at each site. Actual costs will be based on actual services provided as arranged by City staff. The City's Property Maintenance Manager, Sam Burnett, will help to ensure payments are made on time and assist in managing the allotted Unanticipated Cost Over Run allowance as needed.

Amendment #9 to this will add security services at the Santa Fe Railyard in response to increasing levels of illegal activity that threatens the wellbeing of our community and the business that inhabit the Railyard. This service will take place 7 days per week from 8pm-4am. This will include a level 3 guard with a vehicle, and HeliAUS cell phone for performance tracking and a dash camera for accountability.

A breakdown of the services provided by location and associated fees is included below. Also included below is a comparison of fees from Fiscal Year 2019-2020 and fiscal year 2020-2022.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays.
\$4,320.56 plus applicable gross receipts taxes
2. Add 100 hours of event services at the Genoveva Chavez Community Center.\$1,928.00 plus applicable gross receipts taxes
3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. \$27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus.
\$56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus.
\$145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.\$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

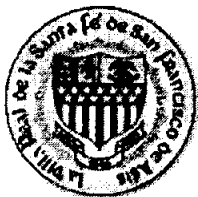
1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.



City of Santa Fe, New Mexico

Memorandum

**PROCUREMENT METHOD:**

The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

CONTRACT NUMBER:

The FY20 Munis contract number is 3201972

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ACTION REQUESTED:

Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of \$73,792.64 plus applicable New Mexico Gross Receipts Tax (8.4375%).



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- 1 **FOR: ORIGINAL CONTRACT** ☐ or **CONTRACT AMENDMENT** ☒
- 2 Name of Contractor UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICE
- 3 Complete information requested ☒ Plus GRT

Original Contract Amount: \$556,546.76

☐ Inclusive of GRT

Termination Date: June 30, 2019

☒ Approved by Council Date: June 11, 2018

☐ or by City Manager Date: _____

Contract is for: Professional security services for City Facilities

Amendment # 9 to the Original Contract# 18-0552

Increase/(Decrease) Amount \$ \$73,792.64

Extend Termination Date to: N/A

☒ Approved by Council Pending

☐ or by City Manager Date: _____

Amendment is for: Increase the contract total by \$73,792.64 to provide security services at the Santa Fe Railyard.

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 556,546.76 of original Contract# 18-0552 Termination Date: 6/30/2019

Reason: Original Contract

Amount \$ 33,703.28 amendment # 18-0552 Termination Date: 6/30/2019

Reason: Add hrs and service location

Amount \$ 0.00 amendment # 18-0552 Termination Date: 6/30/2019

Reason: Add Performance Requirements and Contract Liquidated Damages

Amount \$ 56,020.48 amendment # 18-0552 Termination Date: 6/30/2019

Reason: Add SFUAD location

Amount \$ 145,876.64 amendment # 18-0552 Termination Date: 6/30/2019

Reason: Add additional hours at SFUAD

Amount \$ 21,821.06 amendment # 18-0552 Termination Date: 6/30/2019



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Reason: Add additional hours at Santa Fe Regional Airport
Amount \$ -14,498.56 amendment # 18-0552 Termination Date: 6/30/2019
Reason: Remove City Hall post
Amount \$ 930,694.98 amendment # 18-0552 Termination Date: 6/30/2022
Reason: Extend contract Term
Amount \$ 73,792.64 amendment # 18-0552 Termination Date: 6/30/2022
Reason: Add services at the Santa Fe Railyard
Total of Original Contract plus all amendments: \$ \$2,778,304.05

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 18/35/P Date: March 13, 2018
RFQ ☐ _____ Date: _____
Sole Source ☐ _____ Date: _____
Other _____

6 Procurement History: Third year of up to a 4-year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: N/A **BU/Line Item:** N/A

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:
None

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Sam Burnett

Phone # 505-795-2491

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

To be recorded by City Clerk:

Contract # 18-0552

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name:

Allied Universal Security

Procurement Title:

Contract Amendment #9 with Allied Universal Security, Inc for City-Wide Security Services

Solicitation RFP#: 18/35/P

Department Requesting/Staff Member:

Public Works Department. Sam Burnett, Property Maintenance Manager

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..


REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

I Sam Burnett, Public Works Property Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final RFP Document |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all RFP submittals |

*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption

*

☐ ☒ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SEC. 1987

Official Document
Please Post

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Business Name: **ALLIED UNIVERSAL SECURITY SERV**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 00497115

License Number: 19-001110418

Issue Date: February 15, 2019

Expiration Date: December 31, 2019

ALLIED UNIVERSAL SECURITY SERV
PO BOX 8000

MONSEY NY 10952

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL: _____ ADDRESS: _____	FAX (A/C, No): _____
CN118025105-ALL-STAND-19-20	INSURER(S) AFFORDING COVERAGE	
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: XL Insurance America	24554
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E: XL Specialty Insurance Company	37885
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-008279155-10 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		082695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attn: J. Sam Burnett 2651 Siringo Rd, Bldg E Santa Fe, NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020			
ISSUE NO. 8L Request for Approval of Contract Amendment #9 with Allied Universal Security Which will Extend Security Service to Cover the Railyard and Railyard Park. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov , 955-5933)			
<u>COMMITTEE REVIEW</u> Governing Body (Scheduled) 08/26/2020			
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 08/26/2020 Governing Body			
SPECIAL CONDITIONS OR AMENDMENTS:			
STAFF FOLLOW UP:			
VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

**CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 8 (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 remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents (\$974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto 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 two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents (\$2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	\$ 6.00	\$ 6.00
Parking Mobile Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

An additional sum of twenty five thousand dollars (\$25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

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. 8 to the City of

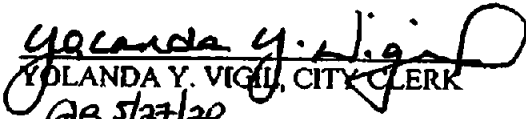
Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
AB 5/27/20

CITY ATTORNEY'S OFFICE:

 4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

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

See Attached
NAME

TITLE
Date: _____

CRS #: 03-282745-00-08
Business License: 20-110418

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
AB 5/24/20

CITY ATTORNEY'S OFFICE:

 4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:


MARY MCCODY, FINANCE DIRECTOR

Business Unit/Line Item: VARIOUS

CONTRACTOR:

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


NAME
Steve Claton

TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

**CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 7 (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 remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents (\$930,694.98), 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 one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents (\$1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	\$ 6.00	\$ 6.00
Parking Mobile Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

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

CITY OF SANTA FE:

CONTRACTOR:

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


ALAN WEBBER, MAYOR

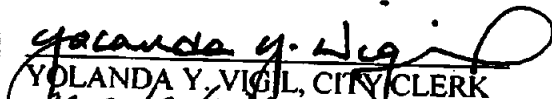
See attached

Date: 6/28/19

Date: 6.28.19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418


YOLANDA Y. VIGIL, CITY CLERK
Ec mtg 6.28.19

APPROVED AS TO FORM:


ERIN MCSHERRY, CITY ATTORNEY 6/14/19

APPROVED:


MARY MCCOY, FINANCE DIRECTOR mc

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310;
52800.510310; 52702.510310; 52910.510310

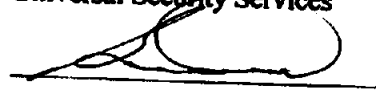
IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

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

ALAN WEBBER, MAYOR



Date: _____

Date: 6/22/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310;
52800.510310; 52702.510310; 52910.510310

**CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 6 (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 effective on 15 February 2019.

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 eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to decrease the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents (\$14,498.56), 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 seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents (\$799,469.66), 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

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 – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

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.

B. The 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, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

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.

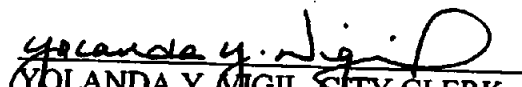
IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK
cc mig. 5/8/2019

APPROVED AS TO FORM:

 2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

 5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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

See Attached
NAME & TITLE

Date: _____

CRS #: 03-282745-00-08

Business License: 18-00110418

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY 2/7

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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

NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08

Business License: 18-00110418

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

**CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 5 (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 add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents (\$21,821.06), 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 eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents (\$813,968.22), 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 – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

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.

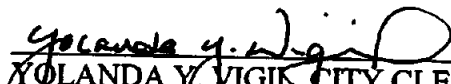
IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mfg. 5/27/2019

APPROVED AS TO FORM:

 1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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

See Attached
NAME & TITLE

Date: _____

CRS #: 03-282745-00-08

Business License: 18-00110418

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY 1/30

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08

Business License: 18-00110418

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

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 4 (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 add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents (\$145,876.64), 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 seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents (\$792,147.16), 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 – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

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.

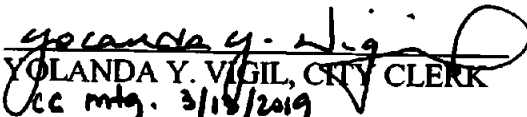
IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/18/2019
APPROVED AS TO FORM:

 3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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

See attached
NAME & TITLE

Date: _____

CRS #: 03-282745-00-08

Business License: 18-00110418

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

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

CITY OF SANTA FE:

ALAN WEBBER,

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

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



STEVE CLATON, PRESIDENT

Date: 4/11/12

CRS #: 03-282745-00-08

Business License: 18-00110418

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

**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

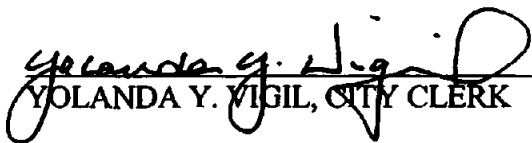

CONTRACTOR:

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 ✓

ITEM # 18-1304

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 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. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

- a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.
- b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.
- c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.
- d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:
- i. Data Accuracy
- The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of \$100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.
- ii. Accountability
- In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of \$500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. **Systems' Availability**

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes.

System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of \$250 for each month will be deducted from the Contractor's monthly charges.

iv. **System Discontinuance and Backup**

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of \$500 per working day of delay.

v. **Operational Performance**

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of \$250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of \$500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of \$750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of \$1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains and shall

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.

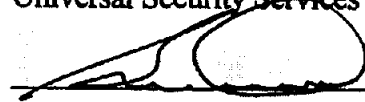
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 11/29/18

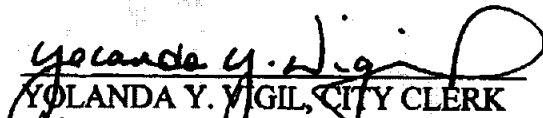
CONTRACTOR:

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



Date: 11/15/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/26/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

 7/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


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

ITEM # 18-1303

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 1 (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 add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

(\$33,703.28), 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 five hundred ninety thousand two hundred fifty dollars and four cents (\$590,250.04), 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: \$59,640.77

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,640.77

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 11/29/18

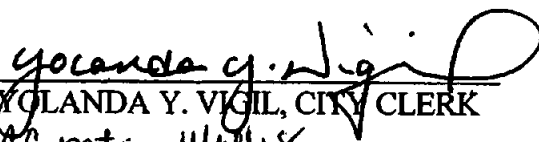
CONTRACTOR:

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



Date: 10/15/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/14/18

CRS #: 03-282745-00-08

Business License: 18-00110418

APPROVED AS TO FORM:

 9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


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

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and 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 Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents (\$556,546.76), 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 2,714 Regular Hours: \$55,320.21

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$55,320.21

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 2,918 Regular Hours: \$56,259.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

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

An additional sum of twenty five thousand dollars (\$25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The 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, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

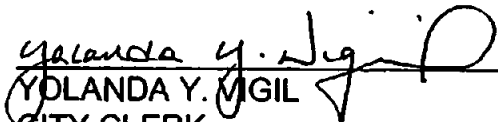
UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

See attached
NAME, TITLE

DATE: _____

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

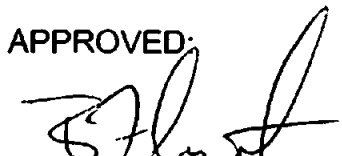
ATTEST:


YOLANDA Y. MIGIL
CITY CLERK
cc mtg. 5/31/18

APPROVED AS TO FORM:


GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 6/5/18
KENT DEYOUNG, INTERIM FINANCE DIRECTOR
BRAD FLETCHER, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

MAYOR

NAME, TITLE *Res. Director*

DATE: _____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

Signature: Geralyn Cardenas
Geralyn Cardenas (Oct 5, 2020 14:10 MDT)

Email: gfcardenas@santafenm.gov


GB 20-0463 UNIVERSAL PROTECTION DBA ALLIED UNIVERSAL


Final Audit Report


2020-10-07


Created:	2020-10-05
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAajlF-0T4W9iTUyM418m3X-TjhvilDvls


"GB 20-0463 UNIVERSAL PROTECTION DBA ALLIED UNIVER SAL" History


 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-10-05 - 7:28:14 PM GMT- IP address: 63.232.20.2


 Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-10-05 - 7:30:49 PM GMT


 Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-10-05 - 7:34:00 PM GMT- IP address: 104.47.65.254


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