

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/30/15
FOR CITY COUNCIL MEETING OF 12/09/15

ISSUE:

23. Request for Approval of Amendment No. 1 to Professional Services Agreement – Extension of Security Services at Santa Fe Municipal Airport; Blackstone Security Services, Inc. (Robert Rodarte)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: various funds

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: November 20, 2015

To: Finance/Public Works Committees
City Council

Via: Oscar Rodriguez, Director
Finance Department 

From: Robert Rodarte, Officer
Purchasing Division 
11/20/15

Subject: Blackstone Security Services, Inc. Professional Services Agreement
Amendment #s 2 and 1

ITEM AND ISSUE:

Request for Approval to extend the term of the Professional Services Agreements (Item #s 15-0586 and 15-1106) with Blackstone Security Services, Inc. an additional two (2) months until February 29, 2016.

BACKGROUND AND SUMMARY:

The City of Santa Fe entered into a four-month, interim professional services agreement with Blackstone Security, with option to extend the term an additional two (2) months, for emergency security services at the Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court, and Santa Fe Trails for services from July 1, 2015 through October 31, 2015.

Amendment No. 1 (Item # 15-1105) was recently approved exercising the two month option, until December 31, 2015. This amendment allowed for RFP #16/06/P, to flow through the approval process and allow the selected submitter the opportunity to properly prepare and hire the most qualified staff members.

The RFP committee selected G4S Secure Solutions and was submitted to the Finance Committee on November 2, 2015, and the City Council on November 10, 2015. The Finance Committee unanimously approved the request, and moved it over to the City Council for approval. The City Council did not approve the request to enter into a contract with G4S Secure Solutions, and directed staff to present this request to the Public Works Committee meeting of December 7, 2015, and to bring the item back to the City Council on December 9, 2015.

As a result of the decision by the City Council, the change in scheduling the transition from Blackstone Security to G4S Secure Solutions was moved beyond the December 31, 2015. With G4S Secure Solutions requiring a minimum of forty five (45) days to interview, hire, train and post security guards as stated in the terms and conditions of the new contract, additional time is needed beyond the projected City Council approval date of December 9 2015.

Therefore, we are requesting to extend our emergency contract with Blackstone Security Inc. for two additional months until February 29, 2016. The total cost for these security services is forty eight thousand two hundred fourteen dollars (\$48,214.00), plus gross receipts taxes of four thousand seven dollars and seventy nine cents (\$4,007.79). Each contributing department has budgeted for these services in their respective Service Contracts line items (510310) and the following amounts plus gross receipts taxes will be deducted for services from January 1, 2016 through February 29, 2016:

Location	Department BU	Total for Nov - Dec
Mobile Patrol (Parking Facilities)	52155	\$11,032.72
Main Library	12100	\$7,437.12
LaFarge Library	12100	\$6,644.64
Southside Library	22774	\$7,437.12
City Hall / SFCCC	52102, 12057, 52155	\$5,708.80
Municipal Court	12002	\$6,600.80
Santa Fe Trails	52401	\$3,352.80

With this amendment and two-month extension, the total compensation of this contract will be two hundred twenty five thousand two hundred eighty seven dollars and sixty eight cents (\$225,287.68) which includes two hundred seven thousand nine hundred ninety seven dollars and eighty six cents (\$207,997.86) for services to the Contractor and seventeen thousand two hundred eighty nine dollars and eighty two cents (\$17,289.82) for New Mexico gross receipts taxes.

A separate contract between the Santa Fe Municipal Airport and Blackstone Security Services, Inc. (Item # 15-1106) also requires an amendment to extend full-time security services through February 29, 2016. The cost for these two months of security services is twenty thousand two hundred eighty nine dollars and ten cents (\$20,289.10) inclusive of gross receipt taxes. With this amendment and two-month extension, the total compensation of this contract will be sixty eight thousand seven hundred sixty four dollars and twenty six cents (\$68,764.26) which includes sixty three thousand four hundred eighty six dollars and ninety one cents (\$63,486.91) for services to the Contractor and five thousand two hundred seventy seven dollars and thirty five cents (\$5,277.35) for New Mexico gross receipts taxes.

ACTION REQUESTED:

1. Approval of Amendment # 2 to the Emergency Services / Professional Services Agreement with Blackstone Security Services, Inc. to extend the expiration date, under the original Terms and Conditions, until February 29, 2016.

2. Approval of Amendment # 1 to the Emergency Services / Professional Services Agreement with Blackstone Security, Inc. to extend the security services at the Santa Fe Municipal Airport until February 29, 2016.

- Attachments:
- (1) Original Amendment # 2
 - (1) Copy of Amendment # 1
 - (1) Copy of original PSA between Blackstone Security Services, Inc. and the City of Santa Fe (Item # 15-0586)
 - (1) Blackstone Security Services Compensation Breakdown spreadsheet
 - (1) Contract Summary
 - *****
 - (1) Original Amendment # 1
 - (1) Copy of original PSA between Blackstone Security Services, Inc. and SF Municipal Airport (Item # 15-1106)
 - (1) Contract Summary

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1106**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 1, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Blackstone Security Services, Inc. (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 armed uniformed security guard services at the Santa Fe Municipal Airport with duty location as designated by the airport manager and during on-duty hours.

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by twenty thousand two hundred eighty-nine dollars and ten cents (\$20,289.10), so that Article 3 reads as follows:

A. The City shall pay the Contractor in full payment for services rendered a sum not to exceed sixty eight thousand seven hundred sixty four dollars and forty six cents (\$68,764.46) inclusive of all applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of seventeen dollars and eighty four cents (\$17.84) per hour for each armed security guard posted. Additional security guard services may be requested by the City for special events on an as-needed basis. The compensation for extra hours will be the same as stated above.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico and collected from the City on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval 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.

2. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and the Contractor, but no later than December 31, 2015, and terminate on February 29, 2016.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Blackstone Security Services, Inc.

JAVIER M. GONZALES, MAYOR
Date: _____

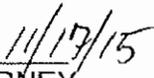
NAME & TITLE
Date: _____

NM Taxation & Revenue
CRS # 03-120496-00-1
City of Santa Fe Business License
Registration # 15-00113480

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

- 52155.510310
- 12002.510310
- 12100.510310
- 22774.510310
- 52401.510310
- 52102.510310
- 12057.510310

Business Unit/Line Item

Blackstone Security Services Compensation Breakdown

<u>Original Contract</u>	<u>Cost of Services</u>	<u>NMGRT @ 8.3125%</u>	<u>Total Services and NMGRT</u>
Original Contract (15-0586) Services from July - October	\$ 111,569.86	\$ 9,274.24	\$ 120,844.10
Amendment No. 1 (15-1105) Services from November - December	\$ 48,214.00	\$ 4,007.79	\$ 52,221.79
Amendment No. 2 (15-TBD) Services from January - February	\$ 48,214.00	\$ 4,007.79	\$ 52,221.79
Total for services from July 2015 - February 2016	\$ 207,997.86	\$ 17,289.82	\$ 225,287.68

<u>Airport Contract</u>	<u>Cost of Services</u>	<u>NMGRT @ 8.3125%</u>	<u>Total Services and NMGRT</u>
Airport Contract (15-1106) Services from July - December	\$ 44,754.91	\$ 3,720.25	\$ 48,475.16
Amendment No. 2 (15-TBD) Services from January - February	\$ 18,732.00	\$ 1,557.10	\$ 20,289.10
Airport Total for services from July 2015 - February 2016	\$ 63,486.91	\$ 5,277.35	\$ 68,764.26



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

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

1 ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Blackstone Security Services, Inc.

3 Complete information requested Plus GRT

Original Contract Amount: \$48,475.36 Inclusive of GRT

Termination Date: December 31, 2015

Approved by Council Date: _____

or by City Manager Date: October 20, 2015

Contract is for: Emergency procurement security services for Santa Fe Municipal Airport.

Amendment # 1 to the Original Contract# 15-1106

Increase/(Decrease) Amount \$ 20,289

Extend Termination Date to: February 29, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Extend security services from January 1, 2016 through February 29, 2016.

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

Inclusive of GRT

Amount \$ 48,475.36 of original Contract# 15-1106 Termination Date: 12/31/2015

Reason: Emergency procurement security services for Santa Fe Municipal Airport

Amount \$ 20,289.10 amendment # 1 Termination Date: 02/29/2016

Reason: Extend security services through February 29, 2016

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 68,764



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Emergency Procurement _____

6 Procurement History: Emergency PSA
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 52800.510310.

8 Any out-of-the ordinary or unusual issues or concerns:
Please see attached memo
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Sara Smith

Phone # 955-6674

10 **icate 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).

To be recorded by City Clerk:

Contract # _____

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
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Blackstone Security Services, ("Contractor"). The date of this Agreement shall be in effect July 1, 2015.

1. SCOPE OF SERVICES

- A. Contractor shall provide armed uniformed security guard services at the Santa Fe Municipal Airport with duty location as designated by the airport manager and during on-duty hours. All Contractor's employees assigned to the Airport shall perform the following duties, services and functions and meet the following requirements.
- B. General Duties. Contractor's employee(s) shall:
- i. Maintain a physical presence in the terminal building when commercial airline flights are in operation to include, but not be limited to, the security screening checkpoint, waiting area, ticket counters, boarding gate areas, concession, and restroom facilities;
 - ii. Remain visible and accessible to the public in the terminal building at all times and take direction from the airport manager or designee;
 - iii. Investigate suspicious activity without altercation;
 - iv. Use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to the airport's Aircraft Operations Area (AOA);

- v. Write detailed incident reports related to all incidents at the airport terminal complex and surrounding areas, including but not limited to, the airport parking areas and airport road, and when necessary, may have to attend Court hearings or proceedings as a witness;
- vi. Cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport;
- vii. In the event of an emergency, immediately notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance;

C. Security Screening Checkpoint Duties. Contractor's employees are required to provide security oversight at the Airport Security Screening Checkpoint as follows:

- i. Provide assistance in deterring criminal activity as necessary;
- ii. Respond to situations where an individual is interfering with activities at the screening checkpoint;
- iii. Request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs;
- iv. When requested by an on-duty TSA screener, assist in preventing prohibited items from entering the secure/sterile area;
- v. Provide for the overall security of the checkpoint, TSA employees and passengers;

- vi. Take control of prohibited items that are discovered at the checkpoint when requested and turn them over to the appropriate authority as directed by the airport manager or Lead Screener;
- vii. Control the Checkpoint Exit Lane to prevent unauthorized entry;
- viii. Determine whether the credential and badge presented by an armed Federal, State, or local LEO, or an armed security company employee appears to be issued by the appropriate organization, including the review of a Federal Flight Deck Officer (FFDO) credential, without badge, when presented at the screening checkpoint;
- ix. Request assistance from the local LEO when it is determined that the credential and/or badge presented does not appear to be official;

D. On-Duty Hours and Duty Location. Contractor employees' duty location is the terminal building. Contractor employees' on-duty hours will be dependent upon commercial airline flight schedules, which fluctuate throughout the year. Contractor, in coordination with the airport manager, will adjust employee's on-duty hours as necessary to ensure Contractor employee is on-duty 7 days/week, 365 day/year, as follows:

- i. At all times when the Screening Checkpoint is open Contractor's employee shall be on-duty in the terminal building.
- ii. Ninety (90) minutes prior to any commercial airline departure, Contractor's employee shall be on-duty in the terminal building.
- iii. Thirty (30) minutes after any commercial airline arrival, Contractor's employee shall be on-duty in the terminal building.

E. Reports and Records. Contractor will be required to submit reports and records, in a format provided and/or approved by the airport manager, as follows:

i. Incident Reports – Documentation of all incidents Contractor employee responds to, including but not limited to;

(1) Checkpoint alarms including an itemized list of confiscated prohibited items and the disposition of said items

a. Frequency - Weekly

(2) Security breaches or attempted security breaches in the terminal building

a. Frequency – Next business day

(3) Interference or attempted interference with screening

a. Frequency – Next business day

(4) Medical or fire emergencies in the terminal building

a. Frequency – Next business day

ii. Daily Logs – Documentation of Contractor employee’s routine and non-routine activity while on duty to include at minimum:

(1) Time on duty

(2) Time off duty

(3) Times at checkpoint

(4) Unusual checkpoint activities

(5) Brief description of routine and non-routine interactions with airport employees, customer and users

a. Frequency - Weekly

F. Qualifications, Licenses and Certifications. Contractor shall not assign any employee to the Airport for permanent, long-term, short-term, temporary or fill-in duty who does not have at minimum following qualifications, licenses and certifications:

- i. Employees assigned under this Agreement must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Sections 61-27-1 et seq. NMSA 1978 prior to the employee being assigned to its post.
- ii. Minimum of ten (10) hours of classroom training, and a minimum of six (6) month's experience in police science or security service.
- iii. Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.
- iv. Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.
- v. Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.
- vi. Possess a valid appropriate driver's license.
- vii. Be current and fully qualified to carry a firearm when required to perform duty at the Santa Fe Municipal Airport Security Screening Checkpoint.

G. Airport Specific Training. Contractor shall not assign any employee to the Airport for permanent, long-term, short-term, temporary or fill-in duty who does not have at minimum following training:

- i. Santa Fe Municipal Airport Familiarity Training
- ii. Santa Fe Municipal Airport Non-Movement Area Driver Training
- iii. Contractor shall provide, at Contractor's expense, access to an internet-connected computer or other device capable of allowing Contractor's employee to participate in digital computer-based airport specific training. Said digital computer based training is a subscription paid for by the Airport for all of the Airport's employees, contractors and tenant employees, including Contractor employee(s) assigned to the Airport. Contractor's employee shall, at minimum, view the following video training within 2 (two) months of being assigned at the Airport:

- (1) Airport Customer Service Series (4 videos, total watch time 17 minutes)
- (2) History of Aviation Security Part 1 – 4 (total watch time 97 minutes)
- (3) Sensitive Security Information (total watch time 6 minutes)
- (4) Aviation Watch (total watch time 15 minutes)
- (5) Basic Security Awareness (total watch time 15 minutes)

H. Conduct. Contractor's employee(s) shall always maintain the highest level of professionalism, customer service and integrity while at the Airport, including but not limited to:

- i. Maintain an open, proactive line of communication with the airport manager, airport employees, TSA, airline and concession employees.
- ii. At no time shall the Contractor or its employee assigned under the terms and conditions of this Agreement accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

2. CONTRACTOR GENERAL STANDARD OF PERFORMANCE

- A. At no time shall the Contractor assign an employee under the terms and conditions of this Agreement that has been convicted of a felony or crime of moral turpitude.
- B. Contractor shall assign one full-time contract manager or additional personnel as required who shall be responsible for the direct supervision of Contractor's employees assigned to the City and shall be available at reasonable times to consult with the City or its designated representative regarding the services rendered or services to be rendered under this Agreement.
- C. Contractor shall submit to the City a complete background investigation report for all personnel assigned to the City under the terms of this Agreement seven days prior to each assignment. The background investigation report shall include, but not be limited to:
 - i. Verification of criminal history and background
 - ii. Confirmation of previous employment.
 - iii. Verification of all application information.
 - iv. Verification of application filed with the Bureau of Private Investigators.

- D. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.
- E. Contractor shall deliver to the City, no less than two (2) business days prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:
- i. Outline of security experience (minimum six months).
 - ii. Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
 - iii. Outline of related training to include but not be limited to courses, dates, hours, and certification.
 - iv. Verification of all employment application information.
 - v. Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
 - vi. Verification of license application to Bureau of Private Investigators.
- F. Contractor will provide an on-going advanced officer training program reflecting changes in law, regulations, customer relations, corporate policies, etc.

- G. Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.
- H. Contractor will supply all uniforms and assure that they are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase uniforms.
- I. Contractor will supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios, and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.
- J. Contractor must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.
- K. 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 10 days of notice from the state, county or city licensing boards.
- L. Contractor shall have a dispatch center answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

- M. Contractor will be required to replace or repair at its cost any equipment owned by the City (without limitation, 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.
- N. Contractor may be required to work special events 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 one week notice in the event of an emergency or special event not regularly scheduled.
- O. Contractor shall provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City will not consider an invoice for payment for services in advance without the master log for each location.

3. COMPENSATION

- A. The City shall pay to the Contractor in full, payment for services rendered, a sum of forty eight thousand four hundred seventy five dollars and thirty six cents (\$48,475.36) inclusive of applicable gross receipts taxes.
- B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

- C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

- A. 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

- A. This Agreement shall be effective when signed by the City and the Contractor whichever occurs last, but no later than July 1, 2015 and terminate on December 31, 2015.

6. TERMINATION

- A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.
- B. The Contractor shall render a final report of the services performed up to the date of termination shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.
- C. If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily

performed through the date the Contractor receives notice of such termination, and for which compensation has not already been paid.

- D. If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date the 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 contractors 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

- A. Any confidential information provide 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

- A. 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 series 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

- A. 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

- A. 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 the 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 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.

- 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

- A. The contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgment on account of any suit, judgment, execution, claim, and action, or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's

employees, agents, representatives and subcontractors, including payments of all attorneys' fee and costs.

14. THIRD PARTY BENEFICIARIES

- A. 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.

15. RECORDS AND AUDIT

- A. The Contractor shall maintain, throughout the term of this Agreement and for a period of three months 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 illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

- A. Contractor shall abide by all applicable federal and state laws and regulation, and ordinances, rules and regulation 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.

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

- A. This Agreement incorporates all the agreements, covenants, and understanding 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.

19. NON-DISCRIMINATION

- A. 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.

20. SEVERABILITY

- A. 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.

21. NOTICES

- A. 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:

To City:

Santa Fe Municipal Airport
Attn: Jon Bulthuis, Transportation Dept. Director
P.O. Box 909
Santa Fe, New Mexico 87504-0909

To Contractor:

Blackstone Security Services
ATTN: Dan Swindall
2400 W. Dunlap Avenue, Suite 225
Phoenix, AZ 85021

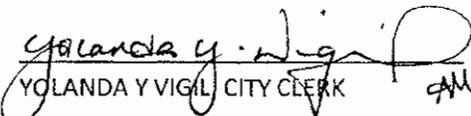
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN SNYDER, CITY MANAGER

10-20-15
DATE

ATTEST:


YOLANDA Y VIGIL, CITY CLERK

CONTRACTOR:
BLACKSTONE SECURITY SERVICES

By: 

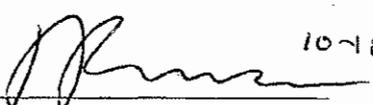
APPROVED AS TO FORM:

 10/14/15
KELLEY A BRENNAN, CITY ATTORNEY

10-23-15
DATE

N.M. Taxation & Revenue
CRS #03-120496-00-1

APPROVED:

 10-10-2015
OSCAR RODRIGUEZ, FINANCE DIRECTOR

City of Santa Fe Business
Registration #15-00113480

52800.510310
Business Unit/Line Item