

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

ISSUE:

24. Request for Approval of Amendment No. 2 to Professional Services Agreement – Extension of Security Services for City-Wide Santa Fe Municipal Facilities; 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 (S10310) 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. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0586**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 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 highly visible uniformed security services for the City of Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court and Santa Fe Trails.

B. The Compensation in the Original Agreement (Item # 15-0586) was for one hundred twenty thousand seven hundred four dollars and sixty four cents (\$120,704.64), which included one hundred eleven thousand five hundred sixty nine dollars and eighty six cents (\$111,569.86) for services to the Contractor and nine thousand one hundred thirty four dollars and seventy eight cents (\$9,134.78) of New Mexico gross receipts tax at 8.1875%. Upon entering the new Fiscal Year, the New Mexico gross receipt tax was increased to 8.3125% which increased the compensation of this Agreement by one hundred thirty nine dollars and forty six cents (\$139.46) and the total compensation to one hundred twenty thousand eight hundred forty four dollars and ten cents (\$120,844.10).

Amendment No. 1 (Item # 15-1105), which was processed on October 20, 2015, extended the Agreement for two months to ensure uninterrupted services through

December 31, 2015, and increased the compensation by forty eight thousand two hundred fourteen dollars (\$48,214.00) for services to the Contractor plus the applicable New Mexico gross receipt taxes (8.3125%) of four thousand seven dollars and seventy nine (\$4,007.79). The total compensation of this Agreement, including the increase from Amendment No. 1, is one hundred seventy three thousand sixty five dollars and eighty nine cents (\$173,065.89) which includes one hundred fifty nine thousand seven hundred eighty three dollars and eighty six cents (\$159,783.86) for services and thirteen thousand two hundred eighty two dollars and three cents (\$13,282.03) for New Mexico gross receipt taxes at 8.3125%.

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by forty eight thousand two hundred fourteen dollars (\$48,214.00) plus New Mexico gross receipt taxes at the current rate of 8.3125% of four thousand seven dollars and seventy nine cents (\$4,007.79), 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 two hundred twenty five thousand three hundred sixty seven dollars and forty five cents (\$225,287.68), which includes two hundred seven thousand dollars 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) of New Mexico gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of fifteen dollars and twenty four cents (\$15.24) per hour for each unarmed security guard posted, seventeen dollars and

eighty four cents (\$17.84) per hour for each armed security guard posted and twenty one dollars and eighty nine cents (\$21.89) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. 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. 2 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:

 1/17/15

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
 Inclusive of GRT

Original Contract Amount: \$120,844.10

Termination Date: October 31, 2015

Approved by Council Date: June 24, 2015

or by City Manager Date: _____

Contract is for: Emergency procurement security services for municipal facilities.

Amendment # 2 to the Original Contract# 15-0586

Increase/(Decrease) Amount \$ 52,222

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 \$ 120,844.10 of original Contract# 15-0586 Termination Date: 10/31/2015

Reason: Security Services at various municipal facilities.

Amount \$ 52,221.79 amendment # 1 Termination Date: 12/31/2015

Reason: Extend security services at various municipal facilities.

Amount \$ 52,221.79 amendment # 2 Termination Date: 02/29/2016

Reason: Extend security services at various municipal facilities.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 225,288



**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 contract.
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** Various line items - see below

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 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).

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:

The Business Units responsible for this funding are: Parking Facilities (52155); Main / LaFarge Libraries (12100); Southside Library (22774); City Hall / SFCCC (52102, 12057 and 52155); Municipal Court (12002); Santa Fe Trails (52401). Each department has budgeted funds into their respective Service Contracts (510310) line items for FY15/16.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 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 highly visible uniformed security services for the City of Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court and Santa Fe Trails.

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by forty eight thousand two hundred fourteen dollars (\$48,214.00), 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 one hundred seventy-three thousand one hundred forty five dollars and sixty six cents (\$173,145.66), inclusive of all applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of fifteen dollars and twenty four cents (\$15.24) per hour for each unarmed security guard posted, seventeen dollars and eighty four cents (\$17.84) per hour for each armed security guard posted and twenty one dollars and eighty nine cents (\$21.89) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard.

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 November 1, 2015, and terminate on December 31, 2015.

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.

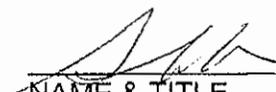
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Blackstone Security Services, Inc.



BRIAN K. SNYDER, CITY MANAGER
Date: 10-20-15



NAME & TITLE
Date: 10-23-15
NM Taxation & Revenue
CRS # 03-120496-00-1
City of Santa Fe Business License
Registration # 15-00113480

ATTEST:



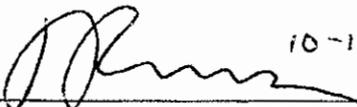
YOLANDA Y. MIGIL, CITY CLERK AM

APPROVED AS TO FORM:

 10/13/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 10-19-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR
Add for CP

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

Business Unit/Line Item

Blackstone Security Contract (#15-0586)

If contract extended through December 31, 2015, the following additional funds will be needed for services in November and December

<u>Location</u>	<u>Hours Nov - Dec</u>		<u>Blackstone Total</u>		
	<u>2015 Emergency Procurement</u>	<u>Blackstone Hourly Wage</u>	<u>Blackstone Total for Labor / Services</u>	<u>for Labor / Services & Tax</u>	<u>510310 Business Units to be charged</u>
LaFarge Library	436.00	\$15.24	\$6,644.64	\$7,196.98	
Main Library	488.00	\$15.24	\$7,437.12	\$8,055.33	
	924.00		\$14,081.76	\$15,252.31	12100
Mobile Patrol	456.00	\$21.89	\$9,981.84	\$10,811.58	
Mobile Patrol holiday hours	32.00	\$32.84	\$1,050.88	\$1,138.23	
	762.50		\$11,032.72	\$11,949.81	52155
Municipal Court	370.00	\$17.84	\$6,600.80	\$7,149.49	12002
City Hall / SFCCC	320.00	\$17.84	\$5,708.80	\$6,183.34	52155, 52102, 12057
Santa Fe Trails	184.00	\$15.24	\$2,804.16	\$3,037.26	
Santa Fe Trails holiday hours	24.00	\$22.86	\$548.64	\$594.25	
	208.00		\$3,352.80	\$3,631.50	52401
Southside Library	488.00	\$15.24	\$7,437.12	\$8,055.33	22774
Totals	3,072.50		\$48,214.00	\$52,221.79	
Total Compensation in Original Contract (#15-0586)				\$120,704.64	
Total increase to Compensation of Original Contract with .125% rise in NMGR				\$219.23	
Total Compensation of Original Contract (#15-0586) with increase in NMGR				\$120,923.87	
Total Compensation of Original Contract and Amendment No. 1				\$173,145.66	

*Created by Sara Smith on 09-08-2015



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

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

1 OR ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Blackstone Security Services, Inc.

3 Complete information requested Plus GRT

Original Contract Amount: \$120,923.87 Inclusive of GRT

Termination Date: October 31, 2015

Approved by Council Date: June 24, 2015

or by City Manager Date: _____

Contract is for: Emergency procurement security services for municipal facilities.

Amendment # 1 to the Original Contract# 15-0586

Increase/(Decrease) Amount \$ 48,214

Extend Termination Date to: December 31, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Renewal of original PSA for two (2) additional months, until December 31, 2015, so that RFPs can be evaluated and company can be recommended to City Council.

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

Inclusive of GRT

Amount \$ 120,923.87 of original Contract# 15-0586 Termination Date: 10/31/2015

Reason: Emergency procurement security services for municipal facilities.

Amount \$ 48,214.00 amendment # 1 Termination Date: 12/31/2015

Reason: Renewal of PSA for two (2) additional months.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 173,146



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 four-month PSA
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: Multiple - see comment below

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 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).

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:

The Business Units responsible for this funding are: Parking Facilities (52155); Main / LaFarge Libraries (12100);
Southside Library (22774); City Hall / SFCCC (52102, 12057 and 52155); Municipal Court (12002); Santa Fe Trails
(52401). Each department has budgeted funds into their respective Service Contracts (510310) line items for FY15/16.

City of Santa Fe, New Mexico

memo

Date: October 21, 2015

To: Brian Snyder, City Manager

Via:  Jon Bulthuis, Transportation Department Director 

From: Noel Correia, Parking Division Director 

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

ITEM AND ISSUE:

Request for Approval to exercise option to extend the original term an additional two (2) months until December 31, 2015, as provided for under the Terms and Conditions of Professional Services Agreement (Item # 15-0586) with Blackstone Security Services, Inc.

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.

A Request for Proposal (RFP) for this contract was released on September 4, 2015. The Proposal Schedule (attached) culminates in a recommendation to the Finance Committee and City Council on November 2 and 10, 2015, respectively.

In order to ensure that sufficient time is devoted to reviewing and evaluating proposals, conducting interviews and selecting the best qualified company to provide this important service to the City, it is necessary to exercise the renewal article (Article 6) of our PSA with Blackstone Security and extend this PSA an additional two (2) months until December 31, 2015.

The total cost for these two months of 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 November 1, 2015 through December 31, 2015:

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 one hundred seventy three thousand one hundred forty five dollars and sixty six cents (\$173,145.66).

Shortly after the above-mentioned original emergency contract was approved through the Governing Body, the Santa Fe Municipal Airport identified a need for part-time private security services. A separate contract between the Santa Fe Municipal Airport and Blackstone Security Services, Inc. was created to provide the Airport guard services.

Full-time Airport security services are included in the Request for Proposals (RFP16/06/P) that is currently being evaluated and, these services will be covered under the general contract that is awarded to the most qualified company. In the meantime, the Airport requires full-time, uninterrupted security services through December 31, 2015. The total cost needed for this separate contract for security services at the Airport from July 1, 2015 through December 31, 2015, is forty eight thousand four hundred seventy five dollars and thirty six cents (\$48,475.36).

ACTION REQUESTED:

1. Approval of Amendment # 1 to the Emergency Services / Professional Services Agreement with Blackstone Security Services, Inc. to extend the expiration date, under the original Terms and Conditions, until December 31, 2015.
2. Approval of Original Contract for Emergency Services / Professional Services Agreement with Blackstone Security, Inc. for security services at the Santa Fe Municipal Airport from July 1, 2015 until December 31, 2015.

- Attachments: (1) Original Amendment # 1
(1) Copy of original PSA between Blackstone Security Services, Inc. and the City of Santa Fe (Item # 15-0586)
(1) RFP # '16/06/P Proposal Schedule
(1) Contract Extension Financial Spreadsheet
(1) Contract Summary

(1) Original PSA (Blackstone Security Services, Inc. and SF Municipal Airport
(1) Contract Financial Spreadsheet
(1) Contract Summary

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, Inc. (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, but no later than July 1, 2015, whichever occurs first.

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security services for the City of Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court and Santa Fe Trails:

A. Post uniformed security ("Employee") at the Santa Fe Municipal facilities described above with duty locations and times as designated by the Division Director or designee. The employee shall: (1) remain visible and accessible to the public at all times and take direction from the on-site City of Santa Fe Site Manager or his / her designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to a facility or vehicles in the parking area; (5) provide reports on all activity, and when necessary, follow up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near or effecting the assigned area; (7) maintain the scene of a crime to protect possible evidence in

accordance with established procedures; (8) report all safety hazards, burned out light bulbs, and doors or gates that have malfunctioned; (9) control traffic, the ingress and egress of patrons, and provide assistance as needed; (10) notify the Santa Fe Dispatch / Regional Emergency Communications Center of a need for police, fire or medical assistance; (11) perform related duties and responsibilities as assigned by the City of Santa Fe Site Manager or his / her designee, and (12) times of service are outlined in the Hours of Operation attached hereto as Exhibit "A". The hours are subject to change upon seven (7) days' notice by the City to the Contractor, although emergency situations may require shorter notice, to be negotiated.

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and pager contact as directed by the City of Santa Fe Site Manager for the duration of the employee's shift. Radio and pager will be provided by the Contractor.

C. Perform ten (10) scheduled or unscheduled security inspections in the municipal buildings assigned including both secure and non-secure public areas.

D. Comply with each and every Specification set forth in the RFB # 14/27/B, pages 10 through 15, including but not limited to: 1) the Contractor shall submit to the City, within seven (7) days prior to commencement of service, a background investigation report for all personnel assigned to the City under the terms of this agreement; 2) the City reserves the right, if the City finds a Contractor's employee unsuitable or unfit for assigned duties, to direct the Contractor to cease the assignment of that particular employee to any City work; and 3) the City reserves the right to interview and approve, or reject all Contractor's employees, prior and subsequent to

report date, and all Contractor's employee personnel files shall be made available to the City upon request, for periodic inspection.

2. STANDARD OF PERFORMANCE; LICENSES

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. At no time shall the Contractor or its employees 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.

C. Contractor shall assign one employee as its Contract manager 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 Santa Fe Contracts Analyst or designated representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the City, a complete background investigation report for all personnel assigned to the City under the terms of this Agreement, 7 days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.
- (2) Confirmation of previous employment
- (3) Verification of all application information.
- (4) Verification of application filed with the Bureau of Private

Investigators.

E. 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.

F. Contractor shall assign personnel who have the same comparable training levels and following qualifications:

(1) Trained knowledgeable employees who are licensed, with excellent backgrounds. 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 this post.

(2) Must possess adequate training to provide the services and a minimum of six (6) months experience in police science or security service.

(3) Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.

(4) Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.

(5) Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.

(6) Possess a valid appropriate driver's license.

G. Deliver to the City, no less than 24 hours 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:

(1) Outline of security experience (minimum six months)

(2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.

(3) Outline of related training to include but not be limited to courses, dates, hours, and certification.

(4) Verification of all employment application information.

(5) Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.

(6) Verification of license application to Bureau of Private Investigators.

H. Contractor shall provide an on-going advanced officer training program with the curriculum mutually agreed upon between the City and the Contractor, reflecting changes in law, regulations, customer relations, corporate policies, etc.

I. Supply all standard uniforms to its employees and assure that they are regularly cleaned and maintained.

J. Supply, at its own expense, all equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this

Agreement. The Contractor will provide the necessary radio equipment as mutually agreed for communication.

K. Registered, and be 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.

L. 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.

M. Submit all incident reports, logs or ledgers relating contract information to the City or its designated representatives on a daily basis, Monday through Friday, or upon request.

N. Respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

O. Require 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.

P. 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.

Q. 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 shall not consider an invoice for payment of services without the master log for each location.

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

S. 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 one hundred twenty thousand seven hundred four dollars and sixty four cents (\$120,704.64), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of fifteen dollars and twenty four cents (\$15.24) per hour for each unarmed security guard posted, seventeen dollars and eighty four cents (\$17.84) per hour for each armed security guard posted and twenty one dollars and eighty nine cents (\$21.89) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. 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.

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, but no later than July 1, 2015, and terminate on October 31, 2015, unless sooner pursuant to Article 6 below.

6. RENEWAL

Prior to the expiration date of this Agreement, Contractor and the City may mutually agree, in writing signed by both parties, to renew this Agreement for an additional two (2) months under the original Terms and Conditions and not to exceed December 31, 2015.

7. TERMINATION

A. This Agreement may be terminated by the City upon ten (10) days written notice to the Contractor. Contractor may terminate this Agreement upon thirty (30) days written notice to the City.

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

8. 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 contract.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 services under this Agreement.

B. The 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. The 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.

14. 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. 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.

16. 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.

17. 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.

18. 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. 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:

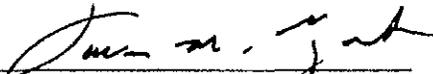
To City of Santa Fe: Santa Fe Parking Division
Attn: Sara Smith, Contracts Analyst
PO Box 909
Santa Fe, NM 87504-0909

To Contractor: Blackstone Security Services
Attn: Dan Swindall, CEO
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:

CONTRACTOR:
Blackstone Security Services Inc.



JAVIER M. GONZALES, MAYOR



NAME & TITLE

Date: 6/30/15

Date: 06/26/2015

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

ATTEST:



YOLANDA Y. MIGIE, CITY CLERK
CC mtg. 6/24/15
APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY 5/29

APPROVED:



OSCAR RODRIGUEZ, FINANCE DIRECTOR 6-29-2015

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