



*Agenda*

**AIRPORT ADVISORY BOARD  
MEETING  
SANTA FE MUNICIPAL AIRPORT  
TERMINAL BUILDING  
121 AVIATION DRIVE  
THURSDAY, FEBRUARY 7, 2013  
4:00 PM**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF JANUARY 3, 2013 MINUTES
5. ELI SUAZO- GREAT LAKES SAF STATION MANAGER
6. REQUEST APPROVAL OF STATE GRANT APPLICATION FOR RUNWAY 2/20 MIRL
7. REQUEST FOR APPROVAL OF ONE YEAR RENEWAL OF SECURITY CONTRACT WITH ASI.
8. AIRPORT REVIEW AND ASSOCIATED REPORTS:
  - AIRPORT ACTIVITY REVIEW
  - ATC TRAFFIC OPERATIONS/COUNTS REPORT
  - AIRPORT NOISE COMPLAINTS REPORT
  - AIRLINE ENPLANEMENT/DEPLANEMENT REPORT
  - MONTHLY AIRPORT REVENUE REPORT
9. ITEMS FROM THE FLOOR
10. ITEMS FROM THE BOARD
11. ITEMS TO BE DISCUSSED AT THE MARCH 7, 2013 AIRPORT ADVISORY BOARD MEETING
12. ADJOURN

**\*REMINDER: ALL PRESENTATION ITEMS BE LIMITED TO 5 MINUTES**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

## **INDEX OF MINUTES**

### **AIRPORT ADVISORY BOARD**

**February 7, 2013**

<b>ITEM</b>	<b>ACTION</b>	<b>PAGE(S)</b>
<b>CALL TO ORDER</b>		<b>1</b>
<b>ROLL CALL</b>	<b>Quorum</b>	<b>1</b>
<b>APPROVAL OF AGENDA</b>	<b>Approved</b>	<b>2</b>
<b>APPROVAL OF MINUTES</b> <b>January 3, 2013</b>	<b>Approved</b>	<b>2</b>
<b>ELI SUAZO – GREAT LAKES SAF STATION MANAGER</b>		<b>2-3</b>
<b>REQUEST APPROVAL OF STATE GRANT APPLICATION FOR RUNWAY 2/20 MRL</b>	<b>Approved</b>	<b>3</b>
<b>REQUEST FOR APPROVAL OF ONE YEAR RENEWAL SECURITY CONTRACT WITH ASI</b>	<b>Approved</b>	<b>3-4</b>
<b>AIRPORT REVIEW AND ASSOCIATED REPORTS:</b> <b>AIRPORT ACTIVITY REVIEW</b> <b>ATC TRAFFIC OPERATIONS/COUNTS REPORT</b> <b>AIRPORT NOISE COMPLAINTS REPORT</b> <b>AIRLINE ENPLANEMENT/DEPLANEMENT REPORT</b> <b>MONTHLY AIRPORT REVENUE REPORT</b>	<b>Informational</b>	<b>4-6</b>
<b>ITEMS FROM THE FLOOR</b>		<b>6</b>
<b>ITEMS FROM THE BOARD</b>		<b>6-7</b>
<b>ITEMS TO BE DISCUSSED AT THE MARCH 7, 2013 AIRPORT ADVISORY BOARD MEETING</b>		<b>7</b>
<b>ADJOURNMENT</b>		<b>7</b>

**MINUTES OF THE**  
**CITY OF SANTA FE**  
**AIRPORT ADVISORY BOARD MEETING**

**February 7, 2013**

**CALL TO ORDER**

A regular meeting of the City of Santa Fe Airport Advisory Board was called to order by Carolyn Cook, Chair at 4:00 p.m. on this date at the Santa Fe Municipal Airport Terminal Building, 121 Aviation Drive, Santa Fe, New Mexico.

**ROLL CALL**

Roll call indicated the presence of a quorum for conducting official business as follows:

**MEMBERS PRESENT:**

Carolyn Cook, Chair  
Richard Allison, Vice Chair  
Elizabeth Hunke  
Mark Miller  
Bob Talarczyk

**MEMBERS ABSENT:**

Bill Sauter, excused  
William Schmitt, resigned

**OTHERS PRESENT:**

Lois Amadar, Administrative Assistant  
Bill Aneshensel, Aviation Association  
Jim Montman, Aviation Division Director  
Eli Suazo, Great Lakes SAF Station Manager  
Bob Wood, Air Traffic Manager (Tower Control)  
Jo Ann G. Valdez, Stenographer

Copies of the current roster were distributed in the Board Members' packets. Mr. Montman noted that the terms of the Board Members have been extended and William Schmitt has resigned from the Board; therefore there is one vacancy. The Board Members were asked to think of prospective candidates to fill the vacancy.

## **APPROVAL OF AGENDA**

**Upon a motion by Ms. Hunke, second by Mr. Schmitt, members voted unanimously to approve the agenda as published.**

## **APPROVAL OF JANUARY 3, 2013 MINUTES:**

The following changes were made to the Minutes of the January 3, 2013 meeting:

Page 3, 4<sup>th</sup> bullet was changed to read: *“Santa Fe is the only non-essential air service airport in the region that does not have PFC’s.”*

Page 7, 3<sup>rd</sup> paragraph, the word “canal” was changed to read: “*canale*”

Page 8, 2<sup>nd</sup> paragraph was changed to read: *“1) Representative from Great Lakes to give information about Great Lakes*

**Upon a motion by Mr. Allison, second by Ms. Hunke members voted unanimously to approve the Minutes of January 3, 2013 as amended.**

## **ELI SUAZO – GREAT LAKES SAF STATION MANAGER**

Mr. Suazo said Great Lakes started service on December 1<sup>st</sup>. There were a total of 711 enplanements and deplanements in the month of December 2012.

Mr. Suazo said all of Great Lakes personnel are from Santa Fe. The employees received training for two weeks in Denver, Colorado before starting work.

Chair Cook asked how many employees Great Lakes had.

Mr. Suazo said there will be seven, including himself.

He said in January there were more enplanements/deplanements; a total of 948. He explained that these are “revenue” passengers and there are another 27 “non-revenue” passengers.

Mr. Talarczyk asked what “non-revenue” passengers are.

Mr. Suazo said employees buy what they call “Family and Friend” passes at a discounted rate, and Great Lakes does not make any revenue on these.

Mr. Allison asked what the average percentage is for Great Lakes’ flights (are the flights full?)

Mr. Suazo said the plane has 19 seats and they are averaging about 16 seats on each flight. He mentioned that most of the flights from Denver are full.

Mr. Talarczyk asked if the empty seats were subsidized.

Mr. Suazo said yes.

The Board thanked Mr. Suazo for his time and for employing people in the community.

Mr. Suazo said they are happy with the people they have hired so far.

### **REQUEST APPROVAL OF STATE GRANT APPLICATION FOR RUNWAY 2/20 MIRL**

[Copies of the Memo to the Public Works Committee from Jim Montman dated January 16, 2013 were distributed in the Members' packets. A copy is hereby incorporated to these Minutes as Exhibit "A". Copies of the combined application and final agreement for the state grant were attached.]

The Santa Fe Municipal Airport has been notified that they are eligible for an estimated \$1,141,092 in Federal Grant Aid for funding Runway 02-20 Medium Intensity Runway Lighting Construction and Construction Engineering. Matching funds in the amount of \$76,072 (10%) will be required, of which the State Aviation Division will fund half or \$38,036. The City will be required to match the remaining 5% or \$38,036. City matching funds for airport projects are available and were approved for up to \$200,000 total in the most recent bond issue.

Board approval was requested of the combined application and final agreement of a State grant in the amount of \$38,036 for the purpose of matching federal funds for funding Runway 02-20 MIRL Construction and Construction Engineering.

Mr. Montman said the application has been to the Public Works Committee and the Finance Committee and there were no questions.

**Mr. Allison moved to approve the request to move forward with the combined State Grant Application and final Agreement for Runway 02/20. Mr. Miller seconded the motion. The motion passed unanimously by voice vote.**

### **REQUEST FOR APPROVAL OF ONE YEAR RENEWAL SECURITY CONTRACT WITH ASI**

[Copies of the Memo to the Public Works Committee from Jim Montman dated February 1, 2013 were distributed in the Members' packets. A copy is hereby incorporated to these Minutes as Exhibit "B". A copy of the amended agreement was attached.]

The City of Santa Fe entered into a PSA with ASI of New Mexico LLC in March 2010 for the purpose of providing security services for the Airport. A large portion of these services are provided at the screening checkpoint in the terminal building and are mandated by the federal government. The original agreement was for one year, with three additional option years.

The proposed third amendment to the PSA is required to extend the contract for the third option year, fourth and final overall year. The contract provides for a maximum of \$64,472.86 for the first year, plus a \$10,000 contingency provision. The contract terms remains the same as well. The proposed amendment provides for an additional \$64,472.86 maximum, increasing the total contract amount to a maximum of \$257,891.44 (4 x \$64,472.86) plus a \$10,000 contingency provision as planned.

Mr. Montman explained that American Eagle Airline and Great Lakes Airline are charged for security services required to be provided for their operation, as will United Airlines when they start operations on May 1, 2013. The Airport pays for the remainder of the contract costs, approximately 33%. Funds are available for the remainder of this fiscal year, and will be budgeted again for next year.

Mr. Montman said ASI of New Mexico LLC has performed exceptionally well under the current contract, and the Airport recommends approval of the contract for the third option year. He noted that this will go to the Public Works Committee and City Council next.

**Ms. Hunke moved to recommend approval. Mr. Allison seconded the motion. The motion passed unanimously by voice vote.**

#### **AIRPORT REVIEW AND ASSOCIATED REPORTS:**

**AIRPORT ACTIVITY REVIEW**

**ATC TRAFFIC OPERATIONS/COUNTS REPORT**

**AIRPORT NOISE COMPLAINTS REPORT**

**AIRLINE ENPLANEMENT/DEPLANEMENT REPORT**

**MONTHLY AIRPORT REVENUE REPORT**

Memorandum dated February 7, 2013 to the Airport Advisory Board from Jim Montman; Aviation Division Director was distributed and reviewed.

[A copy is incorporated to these Minutes as Exhibit "C".]

Mr. Montman reported that United Regional Jet will start service on May 1, 2013. He noted that they have made two visits to the Airport.

Mr. Montman said they have made progress on the lease for TSA and it will go to City Council for approval.

Mr. Montman said there was nothing new to report on the grants.

He reported that the Airport received the CD of the final version of the Wildlife Hazard Assessment report from the contractor but he rejected it.

Mr. Montman said the Taxiway A construction project (Phase 2) is complete.

Mr. Montman noted that the Tower Lease Agreement is moving along.

Mr. Montman gave an update on the Part 139, ACM and ERP review noting that the Airport has a new response alarm. He said the Fire Department conducted response training on their own.

The Tristate Careflight plan (hanger) is moving forward; however, there was an issue with their gas meter. They would like to get gas from the City line and Mr. Montman allowed them to do this with the condition that they would pay for any problems/expenses that may arise.

Mr. Montman said there has been no action on the lease for the Civil Air Patrol to use the Fire Department trailer.

Mr. Montman reported that the Runway 02-20 MIRL and Taxiway F extension has been approved.

Mr. Montman noted that the Airport Security Plan is complete.

Mr. Montman acknowledged Ms. Amador for all of her hard work at the Airport. The Airport now has new signs and many upgrades around the Airport thanks to Ms. Amador. She also reviewed all of the leases (33 of them). As a result, she was able to find increased revenue for the Airport. She found that the Air Center owed \$15,000 because they were not paying the correct amount; and they have agreed to pay it. Ms. Amador reviewed and updated all of the leases and now all lessees are paying the correct amounts.

Ms. Amador was asked who was doing the work on the signs and she said an employee from the Parks Division.

Mr. Montman reported that the Airport Certification Inspection is scheduled for February 19-21, 2013 and preparations are ongoing.

Mr. Montman said there have been some new lease inquiries/requests for some property on the airport, just north of the lot that is being built on now.

Mr. Montman reported there will be legislation introduced at this year's Legislative Session regarding aviation. Senate Bill 2 and House Bill 105 both support the Air Service Assistance Program. This is key funding bill for aviation in the state, which otherwise would sunset on July 1<sup>st</sup> of this year without Senate and House approval. House Bill 29 is a bill that supports the reduction in taxes for air traffic stations.

Mr. Montman mentioned that Aviation Day at the Legislature is scheduled for February 14, 2013.

He said the Sky Master (the abandoned aircraft) will be going to auction on April 18<sup>th</sup> at the City's Siler Road Complex.

Mr. Montman announced that his last day is May 3, 2013. He noted that there were 30-35 applicants for the job and these have been pared down to six. He explained that Ms. Amador may also be moved to another department. The Board would like to keep Ms. Amador as an employee at the Airport because she is a great asset for the Airport - given everything she has done in her short time here.

Mr. Montman noted that the City will be advertising the position soon.

Chair Cook and Mr. Allison will meet with the Mayor or City Manager to discuss this with them.

Mr. Montman reported on operations noting that the total-to-date operations are 5286, an increase of 54 operations, when compared to this time in the prior year.

Mr. Montman said American Eagle had an increase of 380 enplanements and deplanements, when compared to this time in the prior year.

Mr. Montman reported that there was one noise complaint in the month of January.

Mr. Montman said the monthly airport revenue report reflects \$156,341.02 in revenue. There was an increase in Airport Fuel Flowage Fees and in the Airport Terminal Rent from the Airline.

## **ITEMS FROM THE FLOOR**

Mr. Wood said Mr. Allison wanted him to talk about the lack of radar coverage that the Airport has experiencing. He explained that the issue is with the STARS radar system and they are doing an adaptation to the software.

## **ITEMS FROM THE BOARD**

Ms. Hunke distributed copies of the first draft of the County Code for the Airport (8.11.6-Airport Noise Overlay Zone (O-AN) for the Board Member's review. This will be



an agenda item for the next meeting.

**ITEMS TO BE DISCUSSED AT THE MARCH 7, 2013 AIRPORT ADVISORY BOARD MEETING**

- 1) County Zoning Code for the Airport

**ADJOURNMENT**

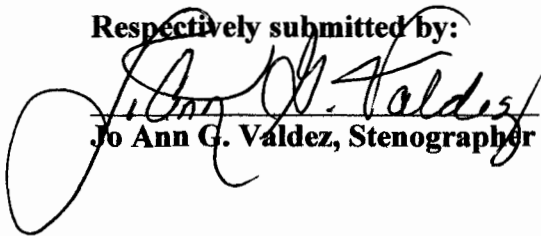
The next meeting of the Board will be held on March 7, 2013.

There being no further business to come before the Board, Mr. Allison made a motion to adjourn the meeting, second by Ms. Hunke, the meeting was adjourned at 5:45 p.m.

**Approved by:**

\_\_\_\_\_  
**Carolyn Cook, Chair**

**Respectively submitted by:**

  
\_\_\_\_\_  
**Jo Ann G. Valdez, Stenographer**

# City of Santa Fe, New Mexico

# memo



**DATE:** JANUARY 16, 2013

**TO:** PUBLIC WORKS COMMITTEE

**FROM:** JIM MONTMAN, AVIATION DIVISION DIRECTOR

A handwritten signature, likely of Jim Montman, written in dark ink.

**ITEM & ISSUE:**

Request for approval of a combined application and final agreement of a State grant in the amount of \$38,036 for the purpose of matching federal funds for funding Runway 02-20 MIRL Construction and Construction Engineering.

**BACKGROUND & SUMMARY:**

The Santa Fe Municipal Airport has been notified that we are eligible for an estimated \$1,141,092 in Federal Grant aid for funding Runway 02-20 Medium Intensity Runway Lighting Construction and Construction Engineering. Matching funds in the amount of \$76,072 (10%) will be required, of which the State Aviation Division will fund half or \$38,036. The City will be required to match the remaining 5% or \$38,036. City matching funds for airport projects are available and were approved for up to \$200,000 total in the most recent bond issue.

Attached is a combined application and final agreement for a state grant in the amount of \$38,036. The planned grant budget is on page 10 of the agreement. We cannot apply for the federal grant aligned with the federal part of the state grant until we bid or otherwise get firm pricing for the Runway 02-20 Medium Intensity Runway Lighting Construction and Construction Engineering project. However, the state prefers that we obtain grants from them as early as possible in order to leverage the federal grants and get designs and engineering started, therefore we are applying for this grant now. The grant can be easily adjusted if needed.

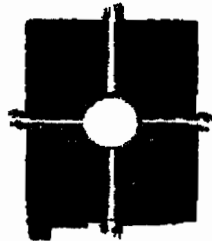
**ACTION REQUESTED:**

Request approval of a combined application and final agreement of a State grant in the amount of \$38,036 for the purpose of matching federal funds for funding Runway 02-20 MIRL Construction and Construction Engineering.

DATE

Jan 10, 2013

# STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## AVIATION DIVISION

Sponsor

City of Santa Fe

Respond to:  
NMDOT - AVIATION DIVISION  
PO Box 9630  
Albuquerque, NM 87119  
505-244-1788 phone  
505-244-1790 fax

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

## PROJECT AGREEMENT

This Project Agreement / Application is between City of Santa Fe, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

### SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at

Santa Fe Municipal Airport

Based on the Sponsor's request, the Division has granted state funding to pay 50 % of the Sponsor's share of all allowable costs for the project.

### Project Description:

Runway 02-20 MRL Construction and Construction Engineering;

The site of development and items of work are more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

### FUNDING

	STATE		SPONSOR		OTHER		TOTAL
\$	<span style="border: 1px solid black; padding: 0 20px;">38,036</span>	\$	<span style="border: 1px solid black; padding: 0 20px;">38,036</span>	\$	<span style="border: 1px solid black; padding: 0 20px;">1,141,092</span>	\$	<span style="border: 1px solid black; padding: 0 20px;">1,217,164</span>

ROUND TO THE NEAREST DOLLAR

## **SECTION TWO - PROJECT FUNDING**

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

## **SECTION THREE - SPONSOR SHALL**

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

#### **SECTION FOUR - DIVISION SHALL**

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

#### **SECTION FIVE - BOTH PARTIES AGREE**

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

## **SECTION SIX - DISPOSITION OF PROPERTY**

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

## **SECTION SEVEN - REPRESENTATIONS**

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## **SECTION EIGHT - ASSURANCES**

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: provided, that the Sponsor establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

#### **SECTION NINE - COMPLIANCE WITH LAW**

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

#### **SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE**

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.



## **SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS**

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

## **SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Grantee and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

## **SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS**

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

## **SECTION FOURTEEN - REIMBURSEMENTS**

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

## **SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

## **SECTION SIXTEEN - TERM**

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall expire two (2) years from date of execution.

## **SECTION SEVENTEEN - TERMINATION**

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

## **SECTION EIGHTEEN - MERGER**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

## **SECTION NINETEEN - SEVERABILITY**

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

## **SECTION TWENTY - AMENDMENT**

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

## **SECTION TWENTYONE - RATIFICATION AND ADOPTION**

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

CITY OF SANTA FE:

\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

1/16/13

APPROVED:

\_\_\_\_\_  
DR MELVILLE L. MORGAN  
FINANCE DEPARTMENT DIRECTOR

\_\_\_\_\_  
Business Unit

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE  
AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: \_\_\_\_\_  
Aviation Division Director or  
Designee

By: \_\_\_\_\_  
Cabinet Secretary or  
Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SPONSOR:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

# **EXHIBIT B PROJECT COSTS**

**GRANTEE**

City of Santa Fe

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Runway 02-20 MRL	\$ 38,036	\$ 38,036	\$ 1,141,092	\$ 1,217,164

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	0	0

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

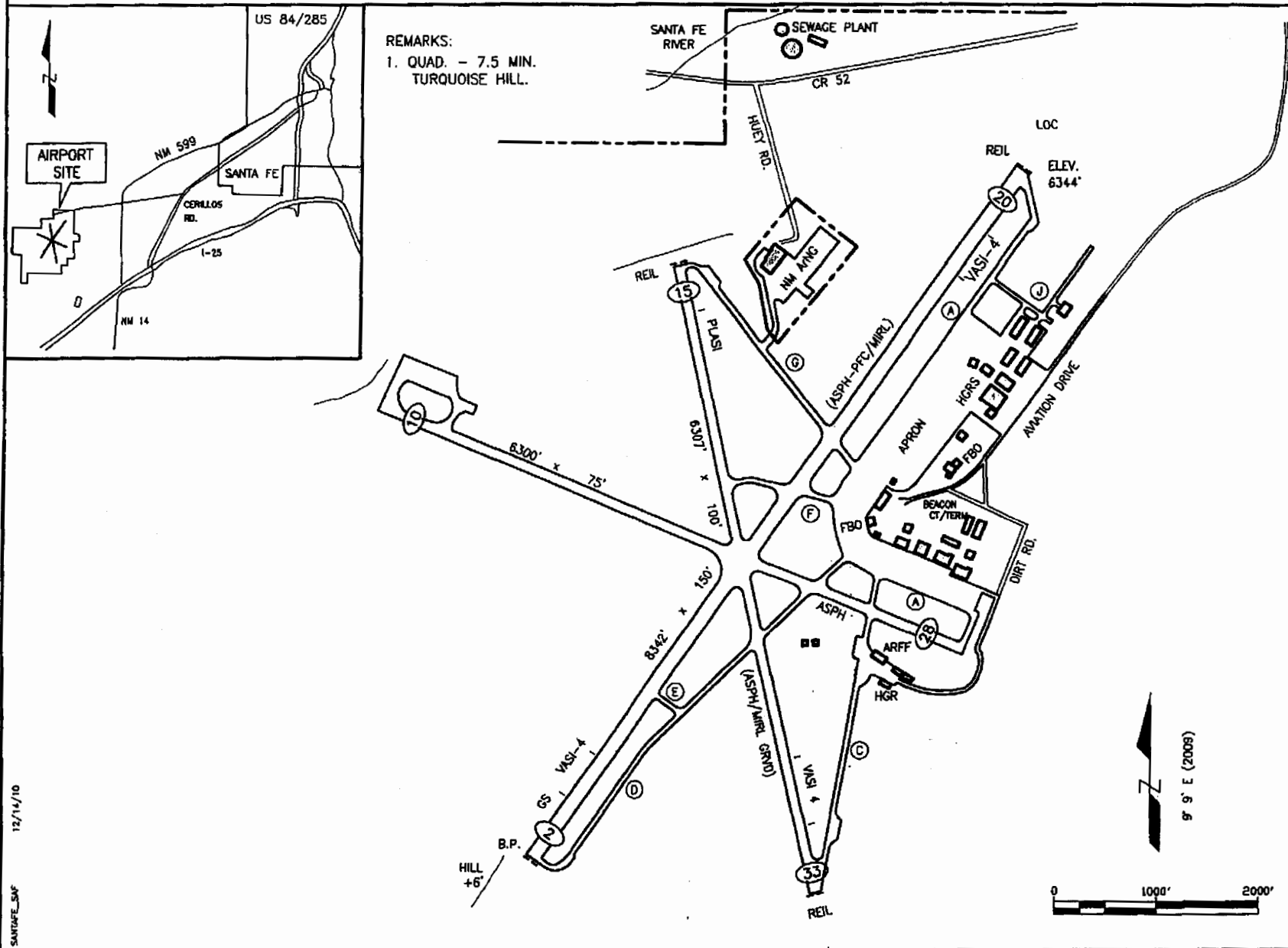
**TOTALS**

\$ 38,036	\$ 38,036	\$ 1,141,092	\$ 1,217,164
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SANTA FE, NM

SANTA FE COUNTY MUNICIPAL AIRPORT (SAF)

SITE NO. 14728.A



12/14/10

SANTAFE\_SAF



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 STATE OF New Mexico AVIATION Division

3 Complete information requested

☐ Plus GRT N/A  
☐ Inclusive of GRT

Original Contract Amount: \$38,036

Termination Date: 2 years from Approval

☒ Approved by Council Date: TBA

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Grant to Airport - MATCHES FEDERAL GRANT RUNS of \$1,111,092

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

☐ Inclusive of GRT

Amount \$ N/A of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**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 GRANT \_\_\_\_\_

**6 Procurement History:** FIRST YEAR  
example: (First year of 4 year contract)

**7 Funding Source:** STATE OF NM BU/Line Item: TBA

**8 Any out-of-the ordinary or unusual issues or concerns:**  
CITY MATCH REQUIRED FROM CZA BOND ISSUE FUNDS - \$38,036  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Jim MONTMAN

Phone # 2900

**10 Certificate of Insurance attached.** (if original Contract) ☐ N/A

**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, New Mexico

# memo

EXHIBIT

tabbies

B

**DATE:** FEBRUARY 1, 2013  
**TO:** PUBLIC WORKS COMMITTEE  
**FROM:** JIM MONTMAN, AIRPORT MANAGER

## ITEM & ISSUE:

Request for approval of Amendment #3 to the Professional Services Agreement (PSA) between the City of Santa Fe and ASI of New Mexico LLC. dated March 31, 2010.

## BACKGROUND & SUMMARY:

The City of Santa Fe entered a PSA with ASI of New Mexico LLC in March, 2010 for the purpose of providing security services for the Airport. A large portion of these services are provided at the screening checkpoint in the terminal building and are mandated by the federal government. The original agreement was for one year, with \* three additional option years. A copy of the agreement as amended is attached.

The proposed third amendment to the PSA (attached) is required to extend the contract for the third option year, fourth and final overall year. The contract provides for a maximum of \$64,472.86 for the first year, plus a \$10,000 contingency provision. The contract terms remain the same for this fourth year. The contract amount remains the same as well so the proposed amendment provides for an additional \$64,472.86 maximum, increasing the total contract amount to a maximum of \$257,891.44 (4X\$64,472.86) plus a \$10,000 contingency provision as planned. Actual costs vary depending on the airline schedule during the year. American Eagle Airline and Great Lakes Airline are charged for security services required to be provided for their operation, as will United Airlines when they start operations on May 1, 2013. We pay for the remainder of the contract costs, approximately 33%. Funds are available in business unit 52800.510300 for the remainder of this FY, and will be budgeted again for next year.

ASI of New Mexico LLC has performed exceptionally well under the current contract, and we recommend approving the contract for this third option year.

**ACTION REQUESTED:**

Request approval of Amendment #3 to the Professional Services Agreement (PSA) between the City of Santa Fe and ASI of New Mexico LLC. dated March 31, 2010.

**CITY OF SANTA FE  
AMENDMENT #3 TO  
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 31, 2010 (the "Agreement"), between the City of Santa Fe (the "Owner") and ASI of New Mexico LLC. (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 as amended, Contractor has agreed to provide security service for the City at the Santa Fe Municipal Airport.
- B. Pursuant to Article 17 of the Agreement, 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. COMPENSATION:

Article 3 of the Agreement is amended to add additional compensation for this fiscal year by a total of sixty-four thousand four hundred seventy-two dollars and eighty-six cents (\$64,472.86), so that Article three reads as follows:

- A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed two hundred fifty-seven thousand eight hundred ninety-one dollars fourty-four cents (\$257,891.44) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of seventeen dollars and forty-one cents (\$17.41) per hour plus applicable gross receipts taxes for each armed

security guard and seventeen dollars (\$17.00) per hour plus applicable gross receipts taxes for each unarmed security guard, including the vehicle and all equipment for each security guard. An additional sum of ten thousand dollars (\$10,000) is established in the event that additional security service is required for emergencies, holidays and special events.

2. TERM AND EFFECTIVE DATE

Article 5 as amended is amended 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 Contractor, whichever occurs last, and shall terminate on March 31, 2014 unless terminated pursuant to paragraph 6, infra. effective date from March 31, 2013 to March 31, 2014.

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

CITY OF SANTA FE:

---

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y VIGIL, CITY CLERK

CONTRACTOR:  
ASI OF NEW MEXICO LLC.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

NM TAXATION & REVENUE  
CRS # 03-082704-00-3

GENO ZAMORA, CITY ATTORNEY

CITY OF SANTA FE BUSINESS  
REGISTRATION # 10-00066524

APPROVED:

DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

52800.510300  
BUSINESS UNIT/LINE ITEM

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 ASI of New Mexico LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security service for the City at the Santa Fe Municipal Airport:

A. Contractor shall have one (1) consistent uniformed employee ("employee") at the Santa Fe Municipal Airport with duty locations as designated by the Airport Manager. The employee shall: (1) remain visible and accessible to the public at all times and take direction from the Airport Manager or his designee; (2) provide and use a Contractor provided radio for communication to contractor's business and dispatch, and one Contractor provided vehicle equipped with rotating beacon to patrol the aircraft parking ramp, gates, and airport grounds at least twice per shift; (3) provide assistance in security or safety related situations when needed; (4) confront suspicious activity diplomatically without altercation; (5) use reasonable efforts to deter, or when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to a facility or the airport aircraft parking area; (6) provide reports on all activity, and when necessary, follow-up on incidents to their conclusion including court appearances; (7) cooperate with and assist law enforcement agencies in connection with crimes committed at, near or effecting the Santa Fe Municipal Airport; (8) maintain the scene of a crime to

protect possible evidence in accordance with established procedures; (9) report all safety hazards, burned out light bulbs, and doors or gates that have malfunctioned; (10) control traffic, the ingress and egress of patrons, and provide assistance as needed; (11) notify the Santa Fe Dispatch/ Regional Emergency Communications Center of a need for police, fire or medical assistance; and (12) perform related duties and responsibilities as assigned by the Airport Manager. (13) Example 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. Contractor's employee may be required to issue penalty assessments to those individuals who park illegally; and shall maintain radio and pager contact as directed by the Airport Manager for the duration of the employee's shift. Radio and pager will be provided by the contractor. One employee shall monitor all areas of the Airport Terminal Building to include, but not be limited to the security screening checkpoint, waiting area, ticket counters, passenger screening area, gate areas, periphery, and restroom facilities as required by the Airport Manager from one and one half hours prior to every scheduled airline departure until the aircraft has departed or as required by the Airport Manager.

C. Contractor's employees are required to perform functions at the Security Screening Checkpoint as follows: (1) provide an armed deterrence to criminal activity; (2) respond to situations where an individual is interfering with activities at the screening checkpoint; (3) request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs; (4) when requested by an on-duty screener, assist in preventing prohibited items from entering the secure area; (5) provide for overall security

of the screening checkpoint, screeners and passengers; (6) 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; (7) 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, when presented at the screening checkpoint; (8) request assistance from the local LEO when it is determined that the credential and/or badge presented does not appear to be official; (9) perform scheduled or unscheduled security inspections in the terminal building including both secure and non-secure public areas; (10) perform scheduled airport property patrol security inspections.

**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 a 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 Airport Manager 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, seven 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 that 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 its 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.

(7) Aviation security experience is desirable and specific airport training must be provided, as to training on airport rules, regulations and operating procedures to include conducting vehicle operations on all areas of the airport.

(8) Be current and fully qualified to carry a firearm when required to perform duty at the Santa Fe Municipal Airport Security Screening Checkpoint.

G. Contractor shall 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. Specific aviation/airport training must be included.

- (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. Contractor shall not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.

J. Contractor shall supply all standard uniforms and assure that they are regularly cleaned and maintained.

K. Contractor shall supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios for and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement. The City will provide the necessary radio equipment as mutually agreed for airport communication.

L. 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.

M. 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.

N. Contractor shall be required to 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.

O. Contractor shall provide armed security guards as a deterrence to criminal activity when required by the Airport Manager.

P. 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.

Q. Contractor shall 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.

R. Contractor may be required to work special events such as air shows, 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.

S. 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 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 not to exceed sixty four thousand four hundred seventy two dollars and eighty six cents (\$64,472.86) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of seventeen dollars and forty one cents (\$17.41) per hour plus applicable gross receipts taxes for each armed security guard and seventeen dollars (\$17.00) per hour plus applicable gross receipts taxes for each unarmed security guard, including the vehicle and all equipment for each security guard. An additional sum of ten thousand dollars (\$10,000) is established in the event that additional security service is required for emergencies, holidays and special events.

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

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 for one year, effective when executed by the City and terminate on March 31, 2011 unless terminated sooner pursuant to Article 6 below. Contractor shall have an option to renew this Agreement annually for up to three (3) additional years with the agreement of both parties. Contractor shall give the City written notice of the intent to renew 60 days prior to the expiration date of this agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(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, 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, then 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 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

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 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. 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 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' fees and costs.

14. 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.

15. 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 illegal payments.

16. 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.

17. AMENDMENT

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

18. 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.

19. 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.

20. 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.

21. 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: Santa Fe Municipal Airport  
Attn: James H. Montman, Airport Manager  
P.O. Box 909  
Santa Fe, N.M. 87504-0909

To Contractor: ASI of New Mexico  
Micah Johnson, General Manager  
1221-B St. Francis Drive  
Santa Fe New Mexico 87505

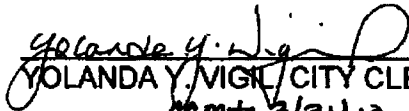
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
DAVID COSS, MAYOR

3-31-10  
\_\_\_\_\_  
DATE

ATTEST:

  
YOLANDA Y. VIGIL CITY CLERK  
ccmty 3/21/10

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

  
FINANCE DIRECTOR

52800.510300

Business Unit / Line Item

CONTRACTOR:  
ASI of New Mexico LLC.

By: 

3/31/10  
DATE

N.M. Taxation & Revenue  
CRS # 03-082704-00-3

City of Santa Fe Business  
Registration # 10-00066524

**Exhibit A****EXAMPLE HOURS OF OPERATION**

<b>Days</b>	<b>Check Point Times</b>	<b>Hours</b>	<b>Patrol Times</b>	<b>Hours</b>
<b>Daily</b>	<b>0700-0830</b>	<b>1.5</b>	<b>0830-0930</b>	<b>1.0</b>
	<b>1100-1230</b>	<b>1.5</b>		
	<b>1330-1630</b>	<b><u>3.0</u></b>	<b>1630-1730</b>	<b><u>1.0</u></b>
<b>Daily Total</b>		<b>6.0</b>		<b>2.0</b>

**Security Check Point Hours/Week: 42.0**

**Security Patrol Hours/Week: 14.0**

**Emergency Contingency Service/Year: \$10,000.00**

**Note: Daily times and hours may be changed, increased or decreased by the Airport Manager dependant on scheduled airline service requirements, TSA directives or other operational directives.**

ITEM # 11-0159

**CITY OF SANTA FE  
AMENDMENT #1 TO  
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 31, 2010 (the "Agreement"), between the City of Santa Fe (the "Owner") and ASI of New Mexico LLC. (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 and Amendment No. 1, Contractor has agreed to provide security service for the City at the Santa Fe Municipal Airport.

B. Pursuant to Article 17 of the Agreement, 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. COMPENSATION:

Article 3 of the Agreement is amended to add additional compensation for this fiscal year by a total of sixty-four thousand four hundred seventy-two dollars and eight-six cents (\$64,472.86), so that Article 3 reads as follows:

A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed one hundred twenty-eight thousand nine hundred forty-five dollars seventy-two cents (\$128,945.72) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of seventeen dollars and forty one cents (\$17.41) per hour plus applicable gross receipts taxes for each armed security guard and seventeen dollars (\$17.00) per hour plus applicable gross receipts taxes for each

unarmed security guard, including the vehicle and all equipment for each security guard. An additional sum of ten thousand dollars (\$10,000) is established in the event that additional security service is required for emergencies, holidays and special events.

2. TERM AND EFFECTIVE DATE:

Article 5 of the Agreement is amended 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, whichever occurs last, and shall terminate March 31, 2012 unless terminated pursuant to paragraph 6, infra.

3. NOTICES:

Article 21 of the Agreement is amended to change Contractors address so that Article 21 reads in its entirety as follows:

ASI of New Mexico, LLC  
Micah Johnson, General Manager  
P.O. Box 4007  
Albuquerque, New Mexico 87196

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

CITY OF SANTA FE:



DAVID COSS, MAYOR

Date: 3-11-11

ATTEST:

YOLANDA Y. WIGLEY  
YOLANDA Y. WIGLEY, CITY CLERK  
ccmtg 3/7/11

CONTRACTOR:  
ASI OF NEW MEXICO LLC.

BY: [Signature]

DATE: 3/15/11

APPROVED AS TO FORM:

[Signature]  
GENO ZAMORA, CITY ATTORNEY  
2/10/11

NM TAXATION & REVENUE  
CRS # 03-082704-00-3

CITY OF SANTA FE BUSINESS  
REGISTRATION # 10-00066524

APPROVED:

[Signature]  
KATHRYN RAVELING, FINANCE DIRECTOR

52800.510300  
BUSINESS UNIT/LINE ITEM



ITEM # 12-0138

016  
24

**CITY OF SANTA FE  
AMENDMENT #2 TO  
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 31, 2010 (the "Agreement"), between the City of Santa Fe (the "Owner") and ASI of New Mexico LLC. (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 as amended, Contractor has agreed to provide security service for the City at the Santa Fe Municipal Airport.

B. Pursuant to Article 17 of the Agreement, 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. **COMPENSATION:**

Article 3 of the Agreement is amended to add additional compensation for this fiscal year by a total of sixty-four thousand four hundred seventy-two dollars and eighty-six cents (\$64,472.86), so that Article three reads as follows:

A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed one hundred ninety-three thousand four hundred eighteen dollars fifty-eight cents (\$193,418.58) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of seventeen dollars and forty-one cents (\$17.41) per hour plus applicable gross receipts taxes for each armed security guard and seventeen dollars (\$17.00) per hour plus applicable gross receipts taxes for

each unarmed security guard, including the vehicle and all equipment for each security guard. An additional sum of ten thousand dollars (\$10,000) is established in the event that additional security service is required for emergencies, holidays and special events.

2. TERM AND EFFECTIVE DATE

Article 5 as amended is amended 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 Contractor, whichever occurs last, and shall terminate on March 31, 2013 unless terminated pursuant to paragraph 6, infra.

3. AGREEMENT IN FULL FORCE

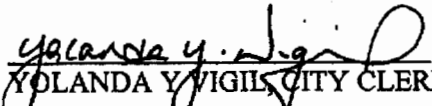
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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:

  
\_\_\_\_\_  
DAVID COSS, MAYOR

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc city - 2-29-12

CONTRACTOR:  
ASI OF NEW MEXICO LLC.

BY: 

DATE:  3/19/12

APPROVED AS TO FORM:

NM TAXATION & REVENUE  
CRS # 03-082704-00-3

  
GENO ZAMORA, CITY ATTORNEY

CITY OF SANTA FE BUSINESS  
REGISTRATION # 10-00066524

APPROVED:

 3/7/12  
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

52800.510300  
BUSINESS UNIT/LINE ITEM

Client#: 153888

ASINM

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/24/2012

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 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).

<b>PRODUCER</b> HUB International Ins Svcs Inc P O Box 5080 Santa Fe, NM 87502 505 982-4296 / CA Lic# 0757776	<b>CONTACT NAME:</b> Michelle V. Lovato <b>PHONE (A/C, H/L, Ext):</b> 505-982-1873 <b>FAX (A/C, H/L):</b> 868-621-0427 <b>EMAIL ADDRESS:</b> michelle.lovato@hubinternational.com												
<b>INSURED</b> ASI New Mexico LLC P O Box 4007 Albuquerque, NM 87196	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A: Arch Insurance Company</td> <td>NAIC # 11150</td> </tr> <tr> <td>INSURER B: New Mexico Assurance Co.</td> <td></td> </tr> <tr> <td>INSURER C: United Financial Casualty Compa</td> <td>11770</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Arch Insurance Company	NAIC # 11150	INSURER B: New Mexico Assurance Co.		INSURER C: United Financial Casualty Compa	11770	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Arch Insurance Company	NAIC # 11150												
INSURER B: New Mexico Assurance Co.													
INSURER C: United Financial Casualty Compa	11770												
INSURER D:													
INSURER E:													
INSURER F:													

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCTY <input type="checkbox"/> LOC		BSPKG0195002	10/14/2011	10/14/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
<b>C AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		052713043	01/21/2012	01/21/2013	COMBINED SINGLE LIMIT (Per accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	67926102	10/18/2011	10/18/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For Information Purposes Only.

## CERTIFICATE HOLDER

## CANCELLATION

Santa Fe Municipal Airport 121 Aviation Drive Santa Fe, NM 87507	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 <i>Robert A. Maschok</i>
--	---

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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 ASI of New Mexico

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: 64,472.86

Termination Date: MAR 31, 2011 with 3 ANNUAL RENEWAL OPTIONS

☒ Approved by Council Date: 3/31/10

☐ or by City Manager Date: \_\_\_\_\_

Contract is for:

Security Services at Airport and Screening Checkpoint

Amendment # 3 to the Original Contract# 10-0251

Increase/(Decrease) Amount \$ 64,472.86

Extend Termination Date to: 3/31/14

☒ Approved by Council Date: TBA

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for:

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

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 64,472.86 of original Contract# \_\_\_\_\_ Termination Date: 3/31/11

Reason: \_\_\_\_\_

Amount \$ 64,472.86 amendment # 1 Termination Date: 3/31/12

Reason: \_\_\_\_\_

Amount \$ 64,472.86 amendment # 2 Termination Date: 3/31/13

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 193,418.58

With This Amendment 3 = \$257,891.44



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

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

RFP# 10/22/0 Date: FEB 15 2010

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

7 Funding Source: Airport Budget BU/Line Item: 52800.510300

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: Jim Montemayor  
Phone # 2901

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.

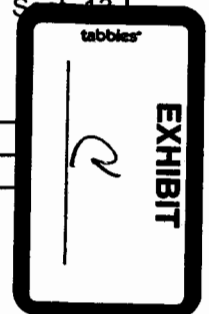
Comments:

## 2012 SANTA FE MUNICIPAL AIRPORT OPERATIONS

	ITINERANT				LOCAL			OPERATIONS	LAST YR	
MONTH	Air Taxi	Gen. Avia	Military	Total Itinerant	Civil	Military	Total Local	TOTAL	DIFFERENCE	MONTH
Jan -12	389	465	85	939	3893	400	4293	5232	-566	Jan -12
Feb -12	371	389	111	871	3259	252	3511	4382	-157	Feb -12
Mar -12	414	427	92	933	3882	292	4174	5107	-933	Mar -12
Apr -12	426	387	58	871	3371	187	3558	4429	-136	Apr -12
May -12	503	469	66	1038	4222	252	4474	5512	-211	May -12
Jun -12	489	507	54	1050	4527	323	4850	5900	-557	Jun -12
Jul -12	692	653	65	1410	4328	337	4665	6075	-1075	Jul -12
Aug -12	627	751	56	1434	4660	482	5142	6576	16	Aug -12
Sept -12	548	563	65	1176	4015	365	4380	5556	49	Sept -12
Oct -12	461	626	69	1156	4248	426	4674	5830	-226	Oct -12
Nov -12	435	455	67	957	4243	512	4755	5712	612	Nov -12
Dec -12	616	412	42	1070	3771	306	4077	5147	1630	Dec -12
<b>TOTALS</b>	<b>5971</b>	<b>6104</b>	<b>830</b>	<b>12905</b>	<b>48419</b>	<b>4134</b>	<b>52553</b>	<b>65458</b>		
<b>TOTAL OPERATIONS DIFFERENCE FROM LAST YEAR, TO DATE</b>								<b>-1554</b>		

## 2013 SANTA FE MUNICIPAL AIRPORT OPERATIONS

	ITINERANT				LOCAL			OPERATIONS	LAST YR	
MONTH	Air Taxi	Gen. Avia	Military	Total Itinerant	Civil	Military	Total Local	TOTAL	DIFFERENCE	MONTH
Jan -13	545	374	91	1010	3606	670	4276	5286	54	Jan -13
Feb -13	0	0	0	0	0	0	0	0	0	Feb -13
Mar -13	0	0	0	0	0	0	0	0	0	Mar -13
Apr -13	0	0	0	0	0	0	0	0	0	Apr -13
May -13	0	0	0	0	0	0	0	0	0	May -13
Jun -13	0	0	0	0	0	0	0	0	0	Jun -13
Jul -13	0	0	0	0	0	0	0	0	0	Jul -13
Aug -13	0	0	0	0	0	0	0	0	0	Aug -13
Sept -13	0	0	0	0	0	0	0	0	0	Sept -13
Oct -13	0	0	0	0	0	0	0	0	0	Oct -13
Nov -13	0	0	0	0	0	0	0	0	0	Nov -13
Dec -13	0	0	0	0	0	0	0	0	0	Dec -13
<b>TOTALS</b>	<b>545</b>	<b>374</b>	<b>91</b>	<b>1010</b>	<b>3606</b>	<b>670</b>	<b>4276</b>	<b>5286</b>		
<b>TOTAL OPERATIONS DIFFERENCE FROM LAST YEAR, TO DATE</b>								<b>54</b>		



599		Geri Channel	07/07/11	PM	noise	4554	Camino Placitas	07/11/2011	Thursday
600	Agua Fria	Gregory Alyassin	07/10/11	PM	noise	1101	Willow Way	07/11/2011	Sunday
601	las campanas	Lou Lopilato	07/10/11	PM	noise	39	Holly hock cir	07/11/2001	Sunday
602	south sf	Marie Harding	07/12/11	AM	noise	26	synargia ranch rd	07/11/2011	Sunday
603	las campanas	Lou Lopilato	07/13/11	PM	noise	39	Holly hock cir	07/14/2011	Wednesday
604	mutt nelson	Darrin Johanson	07/22/11	AM	noise	3	Camino de Viento	07/25/2001	Monday
605	Alameda	David Morton	08/01/11	AM	noise	3957	Camino Vista Verde	08/01/2011	Monday
606	CR 62	Carla Armijo	08/22/11	AM	noise	33	Vereda Corta	08/22/2011	Monday
607	eldorado	Victoria Seale	08/27/11	noon	noise/low	53	Mago	08/29/2011	Saturday
608	la cienega	Robert Romero	09/01/11	AM	noise	28	La mesita del rey	09/01/2011	Thursday
609	la cienega	David Watson	09/30/11	PM	noise	2	caminito vigil	09/30/2011	Friday
610	NONE OCT 2011								
611	Tierra Contenta	Susan Nalder	11/18/11	PM	noise	-	Jaguar Dr	11/28/2011	Friday
612	NONE DEC-2011								
613	NONE JAN-FEB	2012							
614	El Dorado	Dave Macio	03/03/12	PM	noise	-	ElDorado	03/03/2012	Satutday
615	Tierra Contenta	Kate	05/11/12	AM	noise		Camino Rojo	05/14/2012	Friday
616	Bellamah	Don Eaton	05/23/12	AM	noise	1487	Clark Rd	05/23/2012	Wednesday
617	El Dorado	David Murray	05/28/12	AM	noise	62	Herrada Rd	05/29/2012	Monday
618	Cienega	David Forrest	06/27/12	AM	noise	13	calle corto	07/02/2012	Wednesday
619	Agua Fria village	Richard Gonzales	06/27/12	PM	noise		Agua Fria Village	07/02/2012	Wednesday
620	la cienega	Susan Simons	07/06/12	AM	noise	286	los pinos	07/06/2012	Friday
621	pacheco st	John Fitingier	07/07/12	AM	noise	1345	1345 pacheco	07/09/2012	Saturday
622	la cienega	David Watson	07/09/12	AM	noise	?	?	07/09/2012	Monday
623	la cienega	Robert Romero	07/30/12	AM	noise	28	la mesita de rey	07/30/2012	Monday
624	downtown	Ms. Viorikki	08/07/12	AM	noise			8/07/2012	Tuesday
625	la cienega	Ms. Downey	08/19/12	AM	noise		calle debra	8/20/2012	Sunday
626	cerrillos rd	Linda Smith	08/21/12	PM	noise	198	Quapaw	8/21/2012	Tuesday
627	NONE SEPT 2012								
628	la cienega	Marylou Martinez	10/15/12	PM	noise and low flying		Camino Rojo and Valent	10/16/2012	Tuesday
629	la cienega	Cynthia Rodriguez	11/07/12	PM	Osprey plane making too much noise	6505	Winding Ridge Loop	11/07/2012	Wednesday
630	NONE DEC- 2012								
631	Chupadero area	Barbara Seeley	01/22/13	10-12 PM	military flying low, slow, noisy	47-A	Don Felimeno Road	01/22/2013	week nights



**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**

**2011**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2608	2399	5007
FEB	2528	2392	4920
MARCH	3107	3096	6203
APRIL	3428	3533	6961
MAY	4028	3957	7985
JUNE	4468	4764	9232
JULY	5527	5962	11489
AUGUST	5080	5146	10226
SEPT	3112	3200	6312
OCT	3844	3544	7388
NOV	2970	2859	5829
DEC	<u>2456</u>	<u>2758</u>	<u>5214</u>
<b>TOTALS</b>	<b>43156</b>	<b>43610</b>	<b>86766</b>

**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**

**2012**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2704	2431	5135
FEB	2466	2372	4838
MARCH	2955	3033	5988
APRIL	3595	3716	7311
MAY	4530	4427	8957
JUNE	4726	5262	9988
JULY	5404	5946	11350
AUGUST	5303	5419	10722
SEPT	4413	4374	8787
OCT	4814	4745	9559
NOV	2958	2844	5802
DEC	<u>2799</u>	<u>3007</u>	<u>5806</u>
<b>TOTALS</b>	<b>46667</b>	<b>47576</b>	<b>94243</b>

**GREAT  
LAKES**

<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
362	349	711

**AMERICAN EAGLE**  
**ENPLANEMENTS/DEPLANEMENTS**  
**2013**

<b><u>MONTH</u></b>	<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
JAN	2858	2657	5515
FEB	0	0	0
MARCH	0	0	0
APRIL	0	0	0
MAY	0	0	0
JUNE	0	0	0
JULY	0	0	0
AUGUST	0	0	0
SEPT	0	0	0
OCT	0	0	0
NOV	0	0	0
DEC	0	0	0
<b>TOTALS</b>	<b>2858</b>	<b>2657</b>	<b>5515</b>

**GREAT LAKES**  
**ENPLANEMENTS/DEPLANEMENTS**  
**2013**

<b><u>ENPLANE</u></b>	<b><u>DEPLANE</u></b>	<b><u>TOTAL</u></b>
483	465	948
		0
		0
		0
		0
		0
		0
		0
		0
		0
		0
0	0	0
483	465	948

<b>SANTA FE MUNICIPAL AIRPORT</b>
<b>MONTHLY FINANCE REPORT</b>

		SANTA FE MUNICIPAL AIRPORT									
		MONTHLY FINANCE REPORT									
REVENUE ACCOUNT		JAN-12	FEB-12	MAR-12	APR-12	MAY-12	JUN-12	JUL-12	AUG-12	SEPT-12	
Airport Land Rent		\$ 95,518.42	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 6,721.76	\$ 11,041.76	\$ 6,721.76	\$ 6,721.76	
Airport Tiedown Fees		\$ 4,364.50	\$ 2,034.75	\$ 3,329.50	\$ 2,668.25	\$ 3,356.25	\$ 3,461.00	\$ 3,470.50	\$ 6,772.50	\$ 4,879.00	
Airport Landing Fee		\$ -	\$ -	\$ -	\$ 20,770.61	\$ 45,892.98	\$ 15,924.03	\$ 39,385.61	\$ 19,522.59	\$ 18,163.46	
Airport Parking Fees		\$ 4,540.00	\$ 2,967.00	\$ 4,032.00	\$ 4,587.00	\$ 5,671.00	\$ 6,523.00	\$ 4,461.00	\$ 4,516.00	\$ 4,711.00	
Airport Fuel Flowage Fees		\$ 19,097.92	\$ 10,140.02	\$ 8,389.68	\$ 10,475.17	\$ 10,772.55	\$ 11,263.20	\$ 13,016.25	\$ 16,530.74	\$ 16,978.64	
Airport GRT Sales		\$ 10,593.54	\$ 2,541.82	\$ 2,658.03	\$ 6,402.60	\$ 12,065.09	\$ 3,533.28	\$ 2,724.52	\$ 4,256.14	\$ 5,946.63	
Airport Car Rental Fees		\$ 20,483.82	\$ 5,742.01	\$ 13,419.77	\$ 21,928.93	\$ 7,152.04	\$ 8,592.91	\$ 31,250.87	\$ 31,213.85	\$ 26,407.13	
Airport Misc. Revenue		\$ -	\$ -	\$ 5.00	\$ 50.00	\$ 5.00		\$ -	\$ 60.00		
Airport Gate Fees		\$ -	\$ -	\$ -	\$ 1,328.80	\$ -	\$ 3,376.50	\$ 8,127.60	\$ 2,802.00	\$ 2,252.00	
Airport Terminal Rent (Airline)		\$ 4,581.15	\$ 4,513.34	\$ 1,013.34	\$ -	\$ 2,026.68	\$ 1,013.34	\$ 2,972.46	\$ 1,013.34	\$ 1,013.34	
Airport Terminal Rent (Concession)		\$ 9,655.97	\$ 3,657.10	\$ 2,618.51	\$ 1,597.80	\$ 10,255.44	\$ 157.10	\$ 1,961.34	\$ 7,041.51	\$ 9,862.79	
Fire Protection Fee		\$ -	\$ -	\$ -	\$ 6,923.54	\$ -	\$ 8,535.98	\$ 18,436.55	\$ 6,507.53	\$ 5,087.33	
Airline Security Fee		\$ -	\$ -	\$ -	\$ 3,063.42	\$ -	\$ 3,800.91	\$ 7,701.41	\$ 2,212.47	\$ 2,212.47	
Airline Equipment Fee		\$ -	\$ -	\$ -	\$ 6,905.00	\$ -	\$ 5,700.00	\$ -	\$ 3,185.00	\$ 2,450.00	
Sales of Fixed Assets											
Interest											
MONTHLY TOTAL:		\$ 168,835.32	\$ 38,317.80	\$ 42,187.59	\$ 93,422.88	\$ 103,918.79	\$ 78,603.01	\$ 144,549.87	\$ 112,355.43	\$ 106,685.55	
REVENUE ACCOUNT		OCT-12	NOV-12	DEC-12	JAN-13	FEB-13	MAR-13	APRIL-13	MAY-13		
Airport Land Rent		\$ 7,016.06	\$ 6,721.76	\$ -	\$ 66,989.28	\$ -	\$ -	\$ -	\$ -		
Airport Tiedown Fees		\$ 5,856.75	\$ 5,096.75	\$ 4,145.00	\$ 5,809.25	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport Landing Fee		\$ 29,210.45	\$ 15,794.40	\$ 10,832.73	\$ 10,701.78	\$ -	\$ -	\$ -	\$ -		
Airport Parking Fees		\$ 9,269.08	\$ 7,664.86	\$ 6,348.75	\$ 5,984.91	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport Fuel Flowage Fees		\$ 13,527.05	\$ 12,656.50	\$ -	\$ 22,358.77	\$ -	\$ -	\$ -	\$ -		
Airport GRT Sales		\$ 6,217.26	\$ 2,776.36	\$ -	\$ 6,691.45	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport Car Rental Fees		\$ 30,834.96	\$ 10,710.48	\$ 5,828.31	\$ 6,215.46	\$ -	\$ -	\$ -	\$ -	\$ -	
Airport Misc. Revenue		\$ 46.00	\$ 20.00	\$ 10.00	\$ 15.00	\$ -		\$ -	\$ -		
Airport Gate Fees		\$ 2,454.00	\$ 1,522.50	\$ 2,454.50	\$ 1,522.50	\$ -	\$ -	\$ -	\$ -		
Airport Terminal Rent (Airline)		\$ 1,013.34	\$ 1,013.34	\$ 1,013.34	\$ 11,725.24	\$ -	\$ -	\$ -	\$ -		
Airport Terminal Rent (Concession)		\$ 16,897.53	\$ 15,897.75	\$ 1,281.27	\$ 9,164.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire Protection Fee		\$ 5,264.80	\$ 3,610.91	\$ 5,264.80	\$ 3,610.91	\$ -	\$ -	\$ -	\$ -		
Airline Security Fee		\$ 2,344.84	\$ 2,212.47	\$ 2,344.84	\$ 2,212.47	\$ -	\$ -	\$ -	\$ -		
Airline Equipment Fee		\$ 3,910.00	\$ 3,340.00	\$ 3,910.00	\$ 3,340.00	\$ -	\$ -	\$ -	\$ -		
Sales of Fixed Assets											
Interest											
MONTHLY TOTAL:		\$ 133,862.12	\$ 89,038.08	\$ 43,433.54	\$ 156,341.02	\$ -	\$ -	\$ -	\$ -	\$ -	