



City of Santa Fe, New Mexico

# memo

**DATE:** January 7, 2015  
**TO:** City Council  
**FROM:** Jon Bulthuis, Transportation Department Director ~~✗~~  
**SUBJECT:** Santa Fe Municipal Airport Security PSA

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**ITEM & ISSUE:**

The City of Santa Fe has contracted for private security services at the Santa Fe Municipal Airport (SAF) for many years. The accompanying Professional Services Agreement will continue that practice, with AAA Security, through the end of FY2015.

**BACKGROUND & SUMMARY:**

The Airport Advisory Board (AAB) has recommended that staff investigate the security needs at SAF in the coming months and make a recommendation to the AAB for how the security needs at the airport would be best addressed in the coming fiscal years.

As part of that determination, staff has begun discussions with the City Police Department and the Transportation Security Administration. However, in order to maintain existing levels of security until such time that the staff recommendation can be developed and presented to the AAB, the attached PSA is presented for approval.

**ACTION REQUESTED:**

Approval of the attached PSA with AAA Security.

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 AAA Security, (“Contractor”). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Contractor shall provide armed uniformed security guard services at the Santa Fe Municipal Airport with duty location as designated by the airport manager and during on-duty hours. All Contractor’s employees assigned the Airport shall perform the following duties, services and functions and meet the following requirements.

B. General Duties. Contractor’s employee(s) shall:

- i. Maintain a physical presence in the terminal building when commercial airline flights are in operation to include, but not be limited to the security screening checkpoint, waiting area, ticket counters, boarding gate areas, concession, and restroom facilities;
- ii. Remain visible and accessible to the public in the terminal building at all times and take direction from the airport manager or designee;
- iii. Confront suspicious activity without altercation;
- iv. Use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to the airport aircraft parking area;

- v. Provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances;
  - vi. Cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport;
  - vii. Notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance;
- C. Security Screening Checkpoint Duties. Contractor's employees are required to perform functions at the Security Screening Checkpoint as follows:
- i. Provide an armed deterrence to criminal activity;
  - ii. Respond to situations where an individual is interfering with activities at the screening checkpoint;
  - iii. Request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs;
  - iv. When requested by an on-duty screener, assist in preventing prohibited items from entering the secure area;
  - v. Provide for the overall security of the screening checkpoint, screeners and passengers;
  - vi. Take control of prohibited items that are discovered at the checkpoint when requested and turn them over to the appropriate authority as directed by the airport manager or Lead Screener;
  - vii. Control the Checkpoint Exit Lane to prevent inadvertent entry;
  - viii. Determine whether the credential and badge presented by an armed Federal, State, or local LEO, or an armed security company employee

appears to be issued by the appropriate organization, including the review of a Federal Flight Deck Officer (FFDO) credential, without badge, when presented at the screening checkpoint;

- ix. Request assistance from the local LEO when it is determined that the credential and/or badge presented does not appear to be official;

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

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

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

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

- (1) Checkpoint alarms including an itemized list of confiscated prohibited items and the disposition of said items
    - a. Frequency - Weekly
  - (2) Security breaches or attempted security breaches in the terminal building
    - a. Frequency – Next business day
  - (3) Interference or attempted interference with screening
    - a. Frequency – Next business day
  - (4) Medical or fire emergencies in the terminal building
    - a. Frequency – Next business day
- ii. Daily Logs – Documentation of Contractor employee’s routine and non-routine activity while on duty to include at minimum:
- (1) Time on duty
  - (2) Time off duty
  - (3) Times at checkpoint
  - (4) Unusual checkpoint activities
  - (5) Brief description of routine and non-routine interactions with airport employees, customer and users
    - a. Frequency - Weekly

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

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

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

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

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

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



compensation of any kind from patrons or invitees for services rendered or under this Agreement.

2. CONTRACTOR GENERAL STANDARD OF PERFORMANCE

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

or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.

- E. Contractor shall deliver to the City, no less than two (2) business days prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:
- i. Outline of security experience (minimum six months).
  - ii. Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
  - iii. Outline of related training to include but not be limited to courses, dates, hours, and certification.
  - iv. Verification of all employment application information.
  - v. Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
  - vi. Verification of license application to Bureau of Private Investigators.
- F. Contractor will provide an on-going advanced officer training program reflecting changes in law, regulations, customer relations, corporate policies, etc.
- G. Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.

- H. Contractor will supply all uniforms and assure that they are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase uniforms.
- I. Contractor will supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios, and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.
- J. Contractor must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.
- K. Contractor shall maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.
- L. Contractor shall have a dispatch center answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. Contractor will be required to replace or repair at it's 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 it's employees. Use of the City's

telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

- N. Contractor may be required to work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.
- O. Contractor shall provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City will not consider an invoice for payment for services in advance without the master log for each location.
- P. The Contractor shall comply with all airport security regulations prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the airport. The Contractor shall comply with Transportation Security Regulation Part 1542 (airport security) and airport security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time to time. The Contractor shall pay any forfeitures or fine levied upon it by the airport, or the airport through enforcement of the Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the Contractor, their employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the airport as a result of such violation

3. COMPENSATION

- A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed forty-five thousand, nine hundred fifty-six dollars (\$45,956.00) inclusive of applicable gross receipts taxes. Payment shall be made for service's actually rendered at an hourly rate of fifteen dollars and fifty cents (\$15.50) per hour plus applicable gross receipts taxes for each armed security guard, including the vehicle and all equipment for each security guard, for the months January through May, and seventeen dollars (\$17.00) per hour for the month of June.
- B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.
- C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective on January 16, 2015, and shall terminate on June 30, 2015.

6. TERMINATION

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

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

- A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave,

retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

#### 8. CONFIDENTIALITY

A. Any confidential information provide to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

#### 9. CONFLICT OF INTEREST

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

#### 10. ASSIGNMENT; SUBCONTRACTING

A. The Contractor shall not assign or transfer any rights, privileges, obligations, or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not

subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

#### 11. RELEASE

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

#### 12. INSURANCE

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



- B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.
- C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### 13. INDEMNIFICATION

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

### 14. THIRD PARTY BENEFICIARIES

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

15. RECORDS AND AUDIT

- A. The Contractor shall maintain, throughout the term of this Agreement and for a period of three months thereafter, detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

- A. This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the services to be

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

19. NON-DISCRIMINATION

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

20. SEVERABILITY

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

21. NOTICES

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

To City: Santa Fe Municipal Airport  
Attn: Jon Bultuis, Airport Manager  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

To Contractor: AAA Security  
Jacob Armenta, Director of Operations  
1330 San Pedro NE Suite 103  
Albuquerque NM 87110  
505-255-0170 (office)  
Aaasecurity360@gmail.com  
505-255-7441 (fax)

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
DATE


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

ATTEST:

N.M. Taxation & Revenue  
CRS #02494-066-00-6  
City of Santa Fe Business  
Registration #14-00119976

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

APPROVED AS TO FORM:

 1/8/15  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DEPARTMENT

52800.510310

Business Unit/Line Item

Professional Services Agreement  
Santa Fe Municipal Airport Security Services

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**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 10/29/14  
ITEM FROM FINANCE COMMITTEE MEETING OF 10/20/14**

**ISSUE:**

7. Bid No. 15/05/B – Security Services at Santa Fe Municipal Airport; AAA Security. (Francey Jesson)
- A. Request for Approval to Increase Commercial Aircraft Landing Fees.
- B. Request for Approval of Budget Increase – Airport Fund

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of Bid No. 15/05/B for security services at Santa Fe Municipal Airport with AAA Security in the amount of \$91,913.94 annually and request for approval to increase Commercial Aircraft Landing Fees from \$3.00 per 1,000 pounds to \$3.30 per 1,000 pounds.

**FUNDING SOURCE: 52800.510310**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

Memo regarding Landing Fee Modification. Why the price change per hour of \$15.50 for various months.

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			


3-17-14


# City of Santa Fe, New Mexico

# memo

**DATE:** October 29, 2014

**TO:** City Council

**FROM:** Francey Jesson, Airport Manager 

**VIA:** Jon Bulthuis, Transportation Director 

**COPY TO:** Robert Rodarte, Purchasing Director

**RE:** Supplemental Memo - Santa Fe Municipal Airport Security PSA

**ITEM & ISSUE:**

At the October 20, 2014, Finance Committee meeting, the Committee requested additional information which was not readily available. This supplemental memo will address those questions.

**BACKGROUND & SUMMARY:**

The Committee's questions were specifically regarding the Contractor's difference in hourly bid pricing. AAA Security bid an hourly rate of \$17.00 per hour for services for the months of June through October and \$15.50 per hour for services for the months of November through May. I asked the Contractor why they bid a lower price for November through May. They advised me that they believed the requirements for the winter season were for *unarmed* security services. This revealed a typographical error on the Bid Form that until now was unknown to the Airport. See attached Bid Form # '15/05/B. Nonetheless, the PSA, which was included in the RFB, stipulated the scope of work was to provide *armed* security services. The Contractor has advised that they were confused, but will honor their bid pricing of \$15.50 per hour for the winter season with *armed* guards.

**ACTION REQUESTED:**

None. Information only.

**BID FORM  
BID # '15/05/B**

This Bid is submitted to:

CITY OF SANTA FE  
PURCHASING OFFICER  
2651 SIRINGO ROAD, BLDG. H,  
SANTA FE, NEW MEXICO 87505

The bidder will complete the work for the following price(s):

- 1) (\$ \_\_\_\_\_) Per Hour for Uniformed Armed Security Guard Service based on an anticipated minimum of 2,678 hours per year for the months of June through October.
- 2) (\$ \_\_\_\_\_) Per Hour for Uniformed Security Guard Service based on an anticipated minimum of 2,544 hours per year for the months of November through May.

**TOTAL BASE BID**

Base Bid \_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (figures)

**N. M. GROSS RECEIPTS TAX (LABOR ONLY)**

N.M.G.R.T. \_\_\_\_\_ (\$ \_\_\_\_\_)  
(labor only) (use words) (figures)

**TOTAL BID AMOUNT**


TOTAL BID \_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (figures)

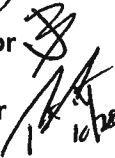
# City of Santa Fe, New Mexico


# memo

**DATE:** October 20, 2014

**TO:** Finance Committee

**FROM:** Francey Jesson, Airport Manager 

**VIA:** Jon Bulthuis, Transportation Director 

**COPY TO:** Robert Rodarte, Purchasing Director 

**RE:** Supplemental Memo - Santa Fe Municipal Airport Security PSA

**ITEM & ISSUE:**

At the October 6, 2014, Public Works Committee meeting, the Committee requested additional information which was not readily available. This supplemental memo will address those questions.

**BACKGROUND & SUMMARY:**

The Committee's questions were specifically regarding responsibility and methods to verify that the security guard company staff assigned to the Airport are meeting the qualifications, licenses and certifications as required by the Professional Services Agreement, Section 1, Paragraph F. This verification is accomplished in several ways.

1. The Request for Qualifications process required that any interested security company become pre-qualified to bid on this contract. During the RFQ process, interested security companies submitted statements of qualification demonstrating that their company and all employees who would be assigned to the Airport could meet the qualifications, licenses and certifications minimums. Respondents were asked to describe their company's management structure, including local training support and supervision of staff. Respondents were further required to comprehensively describe their officer recruitment and retention procedures, including background checks, psychological testing, skills testing and job knowledge. Respondents were required to supply resumes of all top level staff, including the individual(s) who would be directly in charge of the Airport contract, if selected. Only those Respondents who passed the pre-qualification process were allowed to bid the contract. Of the six companies who submitted statements of qualification, three were pre-qualified to bid.
2. The PSA requires that the Contractor submit to the Airport a Letter of Affidavit for any employee prior to being assigned at the Airport certifying that the employee has met all minimum qualifications, licenses and certifications. Several of them involve the issuance of an official



certificate from the certifying agency (i.e. American Red Cross). It will be the responsibility of the Airport Manager to review these Letters of Affidavit, and all supporting certificates, for currency, minimum requirements, accuracy and timeliness of submission to the Airport. Copies will be maintained for each contractor employee and expiration dates, if necessary, will be tracked through an Excel spreadsheet. Additionally, the Airport may randomly contact certifying agencies to verify documentation. If the Airport is in any in doubt of the validity of any supporting documentation, or if a random check reveals non-compliance, the Airport will immediately notify the Contractor and, if necessary, the certifying agency. Should the Contractor fail to submit accurate and timely documentation, the Contractor could be found to be in default of the PSA and subject to contract termination.

**ACTION REQUESTED:**

None. Information only.

# City of Santa Fe, New Mexico

# memo

**DATE:** September 22, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division

**VIA:** Teresita Garcia, Assistant Finance Director  
Finance Department

**ISSUE:** Award of Request for Bid # '15/05/B  
Security Services for the Santa Fe Municipal Airport

**SUMMARY:**

On September 16, 2014, two bids were received for the above referenced service as follows:

	<u>Bid Amount</u>
<b>AAA Security, Albuquerque</b>	
Total Bid Amount	\$ 91,913.94
<b>Securitas Security Services, Albuquerque</b>	
Total Bid Amount	\$113,642.31

The using department has reviewed the bid and recommends award of bid to AAA Security, Albuquerque in the amount of \$91,913.94 annually for up to a two year period.

The using department has reviewed the bids and recommends award to AAA Security Services, Albuquerque in the amount of \$91,913.94 annually.

Budget is available as outlined in memo of recommendation from using department.

**ACTION:**

It is requested that this recommendation of award to AAA Security, Albuquerque, in the amount of \$91,913.94 annually reviewed, approved and submitted to the City Council for its consideration.

**Attachment(s):**

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

CITY OF SANTA FE  
PURCHASING OFFICE  
BID TABULATION SHEET

Security Services for the Santa Fe Municipal Airport

DATE: 09/16/14 BID: 1505/B PREPARED BY: SHIRLEY R.	AAA Security Services, Albuquerque	Securitas Security Services, Albuquerque	BID AMOUNT
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT
Price Per Hour for 2,678 Hours June through October	\$17.00		\$20.12
Price Per Hour for 2,544 Hours November through May	\$15.50		\$20.11
Base Bid Amount	\$84,958.00		\$105,042.00
NMGRT	\$6,955.94		\$8,600.31
Total Bid Amount	\$91,913.94		\$113,642.31

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, OCTOBER 7, 2014**

**ITEM 10**

SANTA FE MUNICIPAL AIRPORT SECURITY PROFESSIONAL SERVICE AGREEMENT (PSA)

- REQUEST FOR APPROVAL OF PSA BETWEEN THE CITY OF SANTA FE AND AAA SECURITY TO PROVIDE SECURITY SERVICES AT THE SANTA FE MUNICIPAL AIRPORT FOR A TERM OF FOUR (4) YEARS WITH AN ANNUAL NOT TO EXCEED COST OF \$91,913.94
- REQUEST OF APPROVAL TO INCREASE COMMERCIAL AIRCRAFT LANDING FEES FROM \$3 PER 1,000 POUNDS TO \$3.30 PER 1,000 POUNDS TO ENSURE FUNDING IS AVAILABLE TO PAY FOR SAID PSA
- REQUEST OF APPROVAL OF BUDGET ADJUSTMENTS (FRANCEY JESSON)

**PUBLIC WORKS COMMITTEE ACTION: Approved**

**FUNDING SOURCE: 52800.510310**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP: Reduce to a 2-year contract term, follow up on verification process**

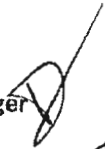
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		


# City of Santa Fe, New Mexico

# memo

**DATE:** October 6, 2014

**TO:** Public Works Committee

**FROM:** Francey Jesson, Airport Manager 

**VIA:** Jon Bulthuis, Transportation Director 

**COPY TO:** Robert Rodarte, Purchasing Director

**RE:** Santa Fe Municipal Airport Security PSA

**ITEM & ISSUE:**

1. Request approval of Professional Services Agreement between the City of Santa Fe and AAA Security to provide security services at the Santa Fe Municipal Airport for a term of 4 years with an annual not to exceed cost of \$91,913.94 to be paid from business unit/line item 52800.510310 Service Contracts.
2. Request approval to increase commercial aircraft landing fees from \$3 per 1,000 pounds to \$3.30 per 1,000 pounds to ensure funding is available to pay for said Professional Services Agreement between the City of Santa Fe and AAA Security. ✓
3. Request Budget Adjustment Request as follows:
  - a. Increase Revenue 51800.430752 Airline Security Fee from \$43,197 to \$47,516
  - b. Increase Revenue 51800.430500 Landing Fees from \$271,729 to \$298,901
  - c. Increase Expense 52800.510310 Service Contracts from \$83,150 to \$107,056

**BACKGROUND & SUMMARY:**

Transportation Security Administration (TSA) requires the Santa Fe Municipal Airport provide armed, uniformed law enforcement officers and/or security guards to support the Airport Security Program, the TSA passenger screening checkpoint and the airlines' Aircraft Operator Security Programs. Since 2009, the Airport has chosen to meet this requirement through a PSA with a security guard company. In August of this year, the Airport solicited security firms through RFQB '15/05/QB. Six firms responded, as follows: AAA Security, Securitas, Universal Protection Services, LLC, Santa Fe Protection Services, Inc, ADC LTD NM, and TRUSecurity. AAA Security was the low bidder with a total annual bid amount not to exceed \$91,913.94. The attached proposed PSA with AAA Security reflects this bid amount. The PSA is for a term of four (4) years, ending on November 1, 2018, for a total 4-year not to exceed contract cost of \$367,655.76.

The proposed PSA constitutes an annual increase of \$27,438.08 over the previous PSA (\$64,472.86), with another firm (see attached). This is not representative of an increase in hourly rates from one firm to the other. The previous firm's hourly rate was \$17.41 per hour. AAA Security's hourly rate is \$17.00 per hour based on 2,678 hours per year for the months of June through October and \$15.50 per hour based on 2,544 hours per year for the months of November through May. The increase is representative of several factors that have required the Airport to increase the minimum daily and annual hours for which armed security is needed in the terminal, as follows:

1. Due to recent aviation events, TSA now requires increased presence of armed security guards at airports regardless of whether or not the screening checkpoint is open;
2. TSA requires the Airport to man the exit lane where passengers deplane from the aircraft into the terminal. The Airport does not have City staff to perform this function so we require the security guard to do it;
3. Airline daily operations have increased year over year since 2009. Flights are scheduled throughout the day, depending upon the time of year, as early as 6:00 AM and as late at 9:00 PM. This requires longer daily hours for security services in the terminal.

The contractor will be paid out of the Airport's service contracts business unit/line item #52800.510310. The Airport proposes the following Budget Adjustment and airline agreement adjustments to cover the apparent \$24,913.94 budget shortfall. See Attached Exhibit B.

- Current agreements with our airlines require that the airlines reimburse the Airport for 67% of our security costs through an Airline Security Fee, business unit/line item 51800.430752. Based on FY 14/15 estimated security costs, the Airport budgeted revenues in this business unit/line item of \$45,197. Based on the previous PSA, however, the airlines were responsible to reimburse the Airport for an actual cost of \$43,196.82 (67% of \$64,472.86). However, the current agreement with the airlines also stipulates the Airline Security Fee can be raised not more than 10% each year to allow for increased PSA costs. Therefore, the Airport intends to increase the airlines contractual Airline Security Fee by the allowed 10% to \$47,516. The airline agreement allows this increase by a letter from the Airport Manager and does not require further amendment to the airline agreement or Council action. See attached Exhibit C, American Airlines Agreement page 5 Section 5(G).
- With the increased Airline Security Fee, the Airport is now contractually responsible for \$44,397.94 of the total annual PSA cost. FY 14/15 budgeting of the Airport's share, based on \$67,000 total cost, is \$22,110.00, which leaves a new actual budget shortfall of \$22,287.94.
- The Airport proposes to cover this shortfall of \$22,287.94 through an increase in commercial aircraft landing fees (paid only by commercial aircraft operators) from \$3 per 1,000 pounds to \$3.30 per 1,000 pounds. Based on 2013 actual airline landings, which had a completion rate of 99%, and estimated 2014 landings, this increased landing fee constitutes an estimated revenue increase of \$27,172. The Airport proposes a Budget Adjustment in the revenue business unit/line item 51800.430500 Landing Fees from \$271,729 to \$298,901. The Airport feels the \$4,884.06 difference between actual budget shortfall and estimated increased landing fee revenue is a healthy margin to protect the Airport should airline completion rates be below 99%.

**ACTION REQUESTED:**

1. Request approval of Professional Services Agreement between the City of Santa Fe and AAA Security to provide security services at the Santa Fe Municipal Airport for a term of 4 years with

an annual not to exceed cost of \$91,913.94 to be paid from business unit/line item 52800.510310 Service Contracts.

2. Request approval to increase commercial aircraft landing fees from \$3 per 1,000 pounds to \$3.30 per 1,000 pounds to ensure funding is available to pay for said Professional Services Agreement between the City of Santa Fe and AAA Security.
3. Request Budget Adjustment Request as follows:
  - a. Increase Revenue 51800.430752 Airline Security Fee from \$43,197 to \$47,516
  - b. Increase Revenue 51800.430500 Landing Fees from \$271,729 to \$298,901
  - c. Increase Expense 52800.510310 Service Contracts from \$83,150 to \$107,056



**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 AAA Security

3 Complete information requested  Plus GRT

Original Contract Amount: \$91,913.94

Inclusive of GRT

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

Approved by Council Date: TBD

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Security guard services for Santa Fe Municipal Airport

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 \$ 91,913.94 of original Contract# TBD Termination Date: 11/01/2018

Reason: first year of 4 year contract. Annual Not To Exceed is \$91,913.94

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

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

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

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

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

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

Total of Original Contract plus all amendments: \$ 91913.94 annually





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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_  
 RFQ  15/05/QB \_\_\_\_\_ Date: September 16, 2014  
 Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_  
 Other \_\_\_\_\_

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

7 **Funding Source:** Airport enterprise fund 52800 BU/Line Item: 510310

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Francey Jesson

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:**

Annual not to exceed cost is \$91,913.94 Total 4 year not to exceed cost is \$367,655.76. Costs to be recovered through airline security fees and commercial landing fees.

# Exhibit A

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 AAA Security, (“Contractor”). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

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

- v. Provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances;
- vi. Cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport;
- vii. Notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance;

C. Security Screening Checkpoint Duties. Contractor's employees are required to perform functions at the Security Screening Checkpoint as follows:

- i. Provide an armed deterrence to criminal activity;
- ii. Respond to situations where an individual is interfering with activities at the screening checkpoint;
- iii. Request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs;
- iv. When requested by an on-duty screener, assist in preventing prohibited items from entering the secure area;
- v. Provide for the overall security of the screening checkpoint, screeners and passengers;
- vi. Take control of prohibited items that are discovered at the checkpoint when requested and turn them over to the appropriate authority as directed by the airport manager or Lead Screener;
- vii. Control the Checkpoint Exit Lane to prevent inadvertent entry;
- viii. Determine whether the credential and badge presented by an armed Federal, State, or local LEO, or an armed security company employee

appears to be issued by the appropriate organization, including the review of a Federal Flight Deck Officer (FFDO) credential, without badge, when presented at the screening checkpoint;

- ix. Request assistance from the local LEO when it is determined that the credential and/or badge presented does not appear to be official;

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

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

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

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

- (1) Checkpoint alarms including an itemized list of confiscated prohibited items and the disposition of said items
    - a. Frequency - Weekly
  - (2) Security breaches or attempted security breaches in the terminal building
    - a. Frequency – Next business day
  - (3) Interference or attempted interference with screening
    - a. Frequency – Next business day
  - (4) Medical or fire emergencies in the terminal building
    - a. Frequency – Next business day
- ii. Daily Logs – Documentation of Contractor employee’s routine and non-routine activity while on duty to include at minimum:
- (1) Time on duty
  - (2) Time off duty
  - (3) Times at checkpoint
  - (4) Unusual checkpoint activities
  - (5) Brief description of routine and non-routine interactions with airport employees, customer and users
    - a. Frequency - Weekly

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

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

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

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

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

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



compensation of any kind from patrons or invitees for services rendered or under this Agreement.

2. CONTRACTOR GENERAL STANDARD OF PERFORMANCE

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

or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.

- E. Contractor shall deliver to the City, no less than two (2) business days prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:
- i. Outline of security experience (minimum six months).
  - ii. Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
  - iii. Outline of related training to include but not be limited to courses, dates, hours, and certification.
  - iv. Verification of all employment application information.
  - v. Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
  - vi. Verification of license application to Bureau of Private Investigators.
- F. Contractor will provide an on-going advanced officer training program reflecting changes in law, regulations, customer relations, corporate policies, etc.
- G. Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.

- H. Contractor will supply all uniforms and assure that they are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase uniforms.
- I. Contractor will supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios, and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.
- J. Contractor must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.
- K. Contractor shall maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.
- L. Contractor shall have a dispatch center answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. Contractor will be required to replace or repair at its cost any equipment owned by the City (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.), damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's

telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

- N. Contractor may be required to work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.
- O. Contractor shall provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City will not consider an invoice for payment for services in advance without the master log for each location.
- P. The Contractor shall comply with all airport security regulations prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the airport. The Contractor shall comply with Transportation Security Regulation Part 1542 (airport security) and airport security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time to time. The Contractor shall pay any forfeitures or fine levied upon it by the airport, or the airport through enforcement of the Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the Contractor, their employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the airport as a result of such violation

### 3. COMPENSATION

- A. The City shall pay to the Contractor in full payment for services rendered an annual sum not to exceed ninety-one thousand nine hundred thirteen dollars and ninety-four cents (\$91,913.94) inclusive of applicable gross receipts taxes. Payment shall be made for service's actually rendered at an hourly rate of seventeen dollars (\$17.00) per hour plus applicable gross receipts taxes for each armed security guard based on an anticipated minimum of 2,678 hours per year for the months of June through October, and fifteen dollars and fifty cents (\$15.50) per hour plus applicable gross receipts taxes for each armed security guard based on an anticipated minimum of 2,544 hours per year for the months of November through May, 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.
- B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.
- C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

### 4. APPROPRIATIONS

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the

City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

- A. This Agreement shall be for two (2) years effective when executed by the City and terminate on November 1, 2016, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

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

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

- A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.
- B. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.
- C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

- A. Any confidential information 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

- A. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of 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

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

#### 11. RELEASE

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

#### 12. INSURANCE

- A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each



accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing series under this Agreement.

- B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.
- C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### 13. INDEMNIFICATION

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

14. THIRD PARTY BENEFICIARIES

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

15. RECORDS AND AUDIT

- A. The Contractor shall maintain, throughout the term of this Agreement and for a period of three months thereafter, detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

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

19. NON-DISCRIMINATION

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

20. SEVERABILITY

- A. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality. And enforceability of the remaining provisions

contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

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

To City: Santa Fe Municipal Airport  
Attn: Francey Jesson, Airport Manager  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

To Contractor: AAA Security  
Jacob Armenta, Director of Operations  
1330 San Pedro NE Suite 103  
Albuquerque NM 87110  
505-255-0170 (office)  
Aaasecurity360@gmail.com  
505-255-7441 (fax)

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
DATE

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

ATTEST:

N.M. Taxation & Revenue  
CRS #02494-066-00-6  
City of Santa Fe Business  
Registration #14-00119976

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

APPROVED AS TO FORM:

*Kelley A. Brennan FOR:*  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
FINANCE DEPARTMENT

52800.510310

Business Unit/Line Item

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> First Insurance Agency, Inc. 2501 Alamo Ave SE  Albuquerque NM 87106  <b>INSURED</b> AAA Security, LLC Po Box 37265  Albuquerque NM 87176	<b>CONTACT NAME:</b> Denisa Torres <b>PHONE (Off. No. Ext.):</b> (505) 452-3993 <b>FAX (A/C. No.):</b> (505) 242-2567 <b>E-MAIL ADDRESS:</b> denise@isginsurance.biz  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: PHILADELPHIA INSURANCE INSURER B: New Mexico Mutual INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES      CERTIFICATE NUMBER: Master 14/15      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.

INS. LTR.	TYPE OF INSURANCE	ADD. COVR. INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  (GENL. AGGREGATE LIMIT APPLIES FOR) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SEC. <input type="checkbox"/> LOC.		PHPK1118188	1/18/2014	1/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.O. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Eq. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEG. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL PROPRIETOR/PARTNER/RENTAL THE ASSURED MEMBER EXCLUDED (Mandatory in NH) If yes, describe and/or DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 78809.101	6/10/2013	6/10/2014	WC STATUTORY LIMITS    OTH. ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedules, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 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  Jude Griego/D
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# Exhibit B

