



Date: October 2, 2025
To: Buckman Direct Diversion Board
Via: Bradley Prada, BDD Facility Manager
From: Gutema Ayana, Contract Administrator; and
Samantha Secrist, BDD Accounting Supervisor
Re: Professional Services Agreement with Arrowhead Security DBA Vet-Sec
Protection Agency

ITEM AND ISSUE:

Request for approval of a Professional Services Agreement with Arrowhead Security DBA Vet-Sec Protection Agency to provide security services for the Buckman Direct Diversion (BDD), and to authorize funding in the amount of \$204,811.20 plus applicable gross receipt tax for FY 2026.

BACKGROUND:

In accordance with Request for Proposal #22/17/P, the City of Santa Fe awarded contracts for On-Call Security Guard Services to multiple vendors, including Arrowhead Security DBA Vet-Sec Protection Agency. The BDD has a continued need for security services at its facilities and, rather than duplicating the procurement process, seeks to piggyback off the City procurement process for security services and enter into an agreement with one of the selected firms. This will allow the BDD to utilize the rates already established by the City and will provide cost-effective and reliable security services for BDD operations.

To support this effort, staff is requesting approval of the expenditure of \$204,811.20 plus applicable gross receipts tax in FY 2026 to fund BDD's security services under this contract.

ACTION REQUESTED:

Staff recommends approval of the Professional Services Agreement with Arrowhead Security DBA Vet-Sec Protection Agency for BDD security services in the amount of \$204,811.20 plus applicable gross receipts tax for FY26.

Munis Contract# 3203369
Business Unit: 8000801-510310
PL Code: BDD7400
Commodity Code: 99046

Approval:

Approved by BDDDB October 2, 2025

Commissioner Justin Greene, BDDDB Chair



**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT WITH
ARROWHEAD SECURITY D/B/A VET-SEC SECURITY SERVICES
FOR ON-CALL SECURITY SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and **Arrowhead Security DBA Vet-Sec Protection Agency**, ("Contractor"), and is effective as of the date set forth below.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, Section 13-1-129 ; and

WHEREAS, Contractor is one of such requisite qualifications and is willing to engage with the BDDDB for security services, in accordance with the terms and conditions hereinafter set out, and Contractor, understanding and consenting to the foregoing, is willing to render such security services as outlined in the Agreement; and

The BDDDB and Contractor hereby agree as follows:

1. Scope of Work

A. Contractor shall perform On-Call Security Services for the BDDDB. The BDDDB utilized the City of Santa Fe's Request for Proposal (RFP) # 22/17/P to provide the services of Contractor. The services to be provided under this Agreement shall follow the scope, terms, and conditions of Contract # 3203369 with the City of Santa Fe, which is incorporated herein by reference and described in Exhibit A hereto.

B. All work shall be carried out by means of an approved task order ("Task Order") utilizing the Task Order format established under Contract # 3203369, together with the associated contractor's price proposal and an approved purchase order issued to Contractor by BDDDB.

2. Compensation

The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed **Two Hundred Four Thousand Eight Hundred Eleven Dollars and Twenty Cents (\$204,811.20) plus Applicable Gross Receipts Tax**. Payment shall be made for services rendered at the rates identified in the attached Exhibit A.

3. Term

The period of performance of this Agreement shall commence upon final approval and terminate on **June 30, 2026**.

4. Termination

A. Grounds. The BDDB may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the BDDB's uncured, material breach of this Agreement.

B. Notice; BDDB Opportunity to Cure.

(i) The BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

(ii) Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the BDDB does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

(iii) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDB; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDB's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

5. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made by the BDDB, this Agreement shall terminate immediately upon written notice being given by the BDDB to the Contractor. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

Contractor and its agents and employees are independent contractors performing security services for the BDDB and are not employees of the BDDB. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including, without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the BDDB.

8. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the BDDB.

9. Release

Final payment of the amounts due under this Agreement shall operate as a release of the BDDB, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality

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

11. Product of Service – Copyright

All materials developed or acquired by Contractor under this Agreement shall become the property of the BDDB and shall be delivered to the BDDB no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Section are material representations of fact upon which the BDDB relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in this Agreement to the contrary, the BDDB may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Section 4 herein, or to agree to the reduced funding.

14. Entire Agreement

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibit, the statements in the body of this Agreement shall control.

15. Merger

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.

This Agreement is issued pursuant to, and piggybacks off, City of Santa Fe Contract # 3203369, which is incorporated herein by reference and shall govern in the order of precedence. This Agreement is intended as a subordinate contract under that master contract.

No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, rules and regulations, and Santa Fe BDDDB Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers' Compensation

Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the BDDDB.

20. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Contractor shall furnish the BDDB with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the BDDB as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the BDDB, its officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the BDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the BDDB. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

23. Indemnification

Contractor shall defend, indemnify and hold harmless the BDDB from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by

the negligent act or failure to act of Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of Contractor resulting in injury or damage to persons or property during the time when Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. If any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Contractor, Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the BDDB.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the BDDB: Bradley Prada 341 Caja del Rio Santa Fe, NM 87506 bxprada@santafenm.gov	To Contractor: Arrowhead Security DBA Vet-Sec Protection Agency Amy Naccari, Managing Director 4010 Carlisle Blvd, Suite A Albuquerque, NM 87110 Email:
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28. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

29. Non-Collusion

In signing this Agreement, Contractor certifies that Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDB's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by Contractor, for any reason whatsoever, the BDDB may procure the goods or services from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the BDDB may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the BDDB irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the BDDB, and Contractor consents to the BDDB's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The BDDB's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the BDDB may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure

The BDDB reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the BDDB, if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the BDDB due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this Section shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature by the required approval authorities below.

BUCKMAN DIRECT DIVERSION BOARD

Justin Greene, BDDDB Chair

APPROVED AS TO FORM:

Nancy R. Long, BDDDB Counsel

ATTEST:

Katharine E. Clark, County Clerk

APPROVED FOR FINANCES

Emily K. Oster

Emily Oster, City Finance Director

CONTRACTOR

**Arrowhead Security DBA
Vet-Sec Protection Agency**

By: _____

Amy Naccari

Title: Managing Director

Date: _____

CRS# _____

Registration # _____

Exhibit A Description of Services

Buckman Direct Diversion Facilities

5 Days a week 1800 to 0600; Saturday Sunday 1800 to 0600 and 0600 to 1800

On-site patrolling guard equipped with a radio and phone for dispatch and response

Cost of Services

Position	Hours of Service	Hourly Rate
Security Officer	108	\$43.10
Weekly Rate		\$4,654.80

****Proposal is for guard services pursuant to Statewide Price Agreement****

Items included in Rate:

- Recruitment, background screening and hiring costs.
- Qualified Security Officers with DPS Guard Card.
- Employee wages, payroll taxes and insurance.
- All uniforms for Officers are included and replacement sets as needed.
- Introductory, pre-assignment and paid on-site training.
- Site-specific written test based on post orders and client policies.