



AGENDA

SWMA JOINT POWERS BOARD
MAY 20, 2021
5:00 PM
ATTEND VIRTUALLY



SPECIAL PROCEDURES FOR SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD MEETING

Due to the COVID-19 coronavirus, members of the public are encouraged to attend the Joint Powers Board meeting via Cisco WebEx video conferencing.

Meeting Link using a computer/laptop/smartphone – must download the WebEx app on the device:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?>

[MTID=ma92061a947d2bb24177139df5ae5a1f9](#)

Meeting Number (Access Code): [1823 48 6336](#)

Meeting Password: [286 77 439](#)

Join by Telephone: [\(415\) 655-0001](#)

The agenda and packet for the meeting will be posted at santafe.primegov.com/public/portal.

- I. CALL TO ORDER
- II. ROLL CALL
- III. MATTERS FROM THE PUBLIC
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. Regular Meeting – March 18, 2021
- VI. APPROVAL OF CONSENT CALENDAR
- VII. CONSENT CALENDAR
 - A. Request for Approval of Amendment No. 2 to the Professional Services Agreement with Long, Komer & Associates, P.A. of Santa Fe, NM, for Legal Services (RFP No. '19/36/P); and
 1. Extend the Term of the Agreement through May 30, 2022.



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2. Increase the Compensation by \$10,000 for a Total Amount Not to Exceed \$85,000.

B. Request for Approval of Amendment No. 1 to the Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station (RFP No. '20/35/P); and

1. Extend the Term of the Agreement through July 16, 2022.

2. Increase the Compensation by \$50,000 for a Total Amount Not to Exceed \$95,000.

C. Request for Approval of Amendment No. 2 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P); and

1. Extend the Term of the Agreement through May 30, 2022.

2. Increase the Compensation by \$750,000 for a Total Amount Not to Exceed \$2,250,000.

D. Request for Approval of Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for On-Call Engineering Services for the Santa Fe Solid Waste Management Agency in the Amount of \$161,872 (RFP No. '21/11/P); and

1. Approval of Budget Increase to 8100852.510320 (Engineering Services) from 810.100700 (Operating Fund Cash Balance) in the Amount of \$35,825 for Task 1.

2. Approval of Budget Increase to 8100851.510320 (Engineering Services) from 810.100700 (Operating Fund Cash Balance) in the Amount of \$126,047 for Tasks 2-8.

E. Request for Approval of Contractual Fee Agreement with Reunity Resources, Inc. of Santa Fe, NM, for the Sale and Transportation of Mulch and Manure under Ordinance 2012-1, Section 5(B)(4).

VIII. **MATTERS FROM THE EXECUTIVE DIRECTOR**

A. Request for Authorization to Publish Title and General Summary of Ordinance 2021-____, an Ordinance to Repeal and Replace Ordinance 2012-1 Entitled Creating Fees, Rates, and Charges for Use at All Facilities Operated by the Santa Fe Solid Waste Management Agency for the Purpose of Revising Said Ordinance.

B. Request for Approval of Fiscal Year 2021-2022 Proposed Budget.

C. Request for Approval to Transfer \$1,000,000 to Equipment Replacement Reserve Fund from the Cash Balance Within the Operating Fund as Set Forth in the Agency's Reserve Fund Policy.



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1. Approval of Budget Increase to 8110855.655810 (Equipment Replacement Reserve Fund) from 810.100700 (Cash Balance within the Operating Fund) in the Amount of \$1,000,000.

IX. MATTERS FROM THE BOARD

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

- A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Service Division
- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works

XI. NEXT MEETING: Thursday, June 17, 2021

XII. ADJOURNMENT

SUMMARY OF ACTION
 SANTA FE SOLID WASTE MANAGEMENT AGENCY
 JOINT POWERS BOARD
 VIA CISCO WEBEX VIDEO CONFERENCING
 THURSDAY, MARCH 18, 2021, 5:00 PM

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF CONSENT CALENDAR	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
MATTERS FROM THE PUBLIC	NONE	2
 <u>CONSENT CALENDAR</u>		
REQUEST FOR APPROVAL OF SOLE SOURCE VENDORS.	APPROVED ON CONSENT	2
1. ANDELA PRODUCTS, LTD., RICHFIELD SPRINGS, NY		
2. BANDIT INDUSTRIES, REMUS, MI		
3. CP MANUFACTURING, INC., SAN DIEGO, CA		
4. MEGA CORPORATION, ALBUQUERQUE, NM		
5. TARPOMATIC, INC., CANTON, OH		
6. VAN DYK BALER CORP. (VAN DYK RECYCLING SOLUTIONS), STAMFORD, CT		
REQUEST FOR APPROVAL TO AWARD BID NO. '21/03/B - BULL LITTER FENCING FOR THE CAJA DEL RIO	APPROVED ON CONSENT	3

LANDFILL TO METTA TECHNOLOGIES OF TOLEDO, OH, IN THE AMOUNT OF \$59,410.

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH PRO-MOTION TRANSPORTATION, LLC OF ESPANOLA, NM FOR GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFB '18/09/B) APPROVED ON CONSENT 3

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC OF AUSTIN, TX, FOR COST OF SERVICE STUDY FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY UNDER HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CONTRACT NO. HP10-17; AND APPROVED ON CONSENT 3

REQUEST FOR APPROVAL OF RESOLUTION 2021-_____. A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY. APPROVED ON CONSENT 3

MATTERS FROM THE EXECUTIVE DIRECTOR

PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE PROCESSING AND TIPPING FEE SENSITIVITY ANALYSIS FOR THE MUNICIPAL SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY. INFORMATION/DISCUSSION 4-6

MATTERS FROM THE BOARD INFORMATION/DISCUSSION 6

MATTERS FROM STAFF - AGENCY,
CITY, COUNTY

SHIRLENE SITTON, DIVISION DIRECTOR,
CITY OF SANTA FE ENVIRONMENTAL
SERVICES DIVISION INFORMATION/DISCUSSION 6

LES FRANCISCO, SOLID WASTE
SUPERINTENDENT, SANTA FE COUNTY
PUBLIC WORKS INFORMATION/DISCUSSION 6

EXECUTIVE SESSION

DISCUSSION OF BARGAINING STRATEGY EXECUTIVE SESSION 6-7
PRELIMINARY TO THE COLLECTIVE
BARGAINING NEGOTIATIONS BETWEEN
THE SANTA FE SOLID WASTE
MANAGEMENT AGENCY AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3999.

NEXT MEETING DATE APRIL 15, 2021 7

ADJOURNMENT ADJOURNED 7

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
VIA CISCO WEBEX VIDEO CONFERENCING
THURSDAY, MARCH 18, 2021, 5:00 PM**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Joint Powers Board was called to order by Councilor Vigil Coppler, Chair, via Cisco Webex Video Conferencing, on Thursday, March 18, 2021, at 5:00 pm.

II. ROLL CALL

BOARD MEMBERS PRESENT

Councilor JoAnne Vigil Coppler, Chair
Commissioner Anna Hansen, Vice Chair
Commissioner Hank Hughes
Councilor Michael Garcia
Councilor Roman Abeyta
Commissioner Anna Hamilton

BOARD MEMBERS ABSENT

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Rosalie Cardenas, SWMA
Nancy Long, Long, Komer and Associates
Les Francisco, Santa Fe County
Dave Yanke, President, NewGen Strategies and Solutions
Emily Pisula, SWMA
Yvonne Herrera, Santa Fe County
Danita Boettner, SWMA
Ernestine Baca, SWMA
Shirlene Sitton, City of Santa Fe
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hughes, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hughes, yes; Councilor Abeyta, yes; Commissioner Hamilton, yes.

IV. APPROVAL OF CONSENT CALENDAR

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hamilton, to approve the consent calendar.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hughes, yes; Councilor Abeyta, yes; Commissioner Hamilton, yes.

Councilor Garcia arrived at the meeting.

V. APPROVAL OF MINUTES FEBRUARY 18, 2021

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hamilton, to approve the minutes as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Vigil Coppler, yes; Commissioner Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Commissioner Hamilton, yes.

VI. MATTERS FROM THE PUBLIC

None.

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF SOLE SOURCE VENDORS.

1. ANDELA PRODUCTS, LTD., RICHFIELD SPRINGS, NY
2. BANDIT INDUSTRIES, REMUS, MI
3. CP MANUFACTURING, INC., SAN DIEGO, CA
4. MEGA CORPORATION, ALBUQUERQUE, NM
5. TARPOMATIC, INC., CANTON, OH
6. VAN DYK BALER CORP. (VAN DYK RECYCLING SOLUTIONS), STAMFORD, CT

Approved on consent.

- B. REQUEST FOR APPROVAL TO AWARD BID NO. '21/03/B - BULL LITTER FENCING FOR THE CAJA DEL RIO LANDFILL TO METTA TECHNOLOGIES OF TOLEDO, OH, IN THE AMOUNT OF \$59,410.
1. APPROVAL OF BUDGET INCREASE TO 52501.572400 (INVENTORY EXEMPT) FROM 5500.100700 (OPERATING FUND CASH) IN THE AMOUNT OF \$59,410.

Approved on consent

- C. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH PRO-MOTION TRANSPORTATION, LLC OF ESPANOLA, NM FOR GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFB '18/09/B);AND
1. EXTEND THE TERM OF THE AGREEMENT THROUGH MARCH 15, 2022.
 2. INCREASE THE AMOUNT OF COMPENSATION BY \$60,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$349,425.

Approved on consent.

- D. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC OF AUSTIN, TX, FOR COST OF SERVICE STUDY FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY UNDER HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CONTRACT NO. HP10-17; AND
1. INCREASE THE AMOUNT OF COMPENSATION BY \$11,564 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$75,179.

Approved on consent.

- E. REQUEST FOR APPROVAL OF RESOLUTION 2021-_____. A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY.

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE PROCESSING AND TIPPING FEE SENSITIVITY ANALYSIS FOR THE MUNICIPAL SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY. David Yanke, President NewGen Strategies and Solutions.

Mr. Kippenbrock said this study was presented to the Board at the last meeting. The sensitivity memo is in the packet.

Mr. Kippenbrock reviewed the memo.

Mr. Yanke gave a Power Point presentation highlighting the information requested at the last meeting.

Commissioner Hughes thanked Mr. Yanke for the extra analysis. What is the impact on people in the County who use private haulers.

Mr. Yanke said he does not know what the private haulers will do. He does not think they will lower their rates. For private haulers it will be \$2.50 per ton. If they do recycling they have to factor in \$150.00 per ton for that. If we just look at pass through cost the City increase will be \$2.66 per household. The County would be similar if the private haulers pass on the cost.

Councilor Abeyta asked Ms. Sitton if she agreed with what was just said regarding the City increase.

Ms. Sitton said yes, the increase in the rate is as presented. \$2.66 per month per residence.

Councilor Abeyta asked is that for recycling and regular trash.

Ms. Sitton said yes. We only change one rate.

Commissioner Hansen said we subsidize a lot of the transfer fees in the County. She assumes, since we have gotten so much push back in raising fees, it will have some effect.

Chair Vigil Coppler said Ms. Sitton recommended that we not make a decision on this until April.

Ms. Sitton said Mr. Yanke is just finishing the City study and will be presenting it at Public Works in April. We will get a full picture of our projected cost of service then.

Chair Vigil Coppler asked these fees will go into effect on July 1st.

Mr. Kippenbrock said yes that is the intent.

Chair Vigil Coppler asked if we are delaying the decision to April will that do any harm on meeting deadlines.

Mr. Kippenbrock said we are hoping to come to the Board next month for the consent to publish. The decision to adopt the new Ordinance will be on the agenda for the May meeting.

Chair Vigil Coppler asked if that time table will work for the County.

Commissioner Hamilton asked can this information be presented to a small group of the County Public Works Department.

Commissioner Hansen said at the last meeting she asked that this study be sent to the County Manager.

Mr. Kippenbrock said yes.

Mr. Francisco said he just spoke to the County Manager this afternoon and she asked for a copy.

Mr. Kippenbrock said he would resend it.

Commissioner Hansen said maybe forward it to her and to Commissioner Hamilton and we can make sure she gets it.

Commissioner Hamilton said she still thinks we should consider the possibility of presenting to the County Public Works Department and the County Manager.

Mr. Yanke said he would do that.

Chair Vigil Coppler asked Commissioner Hamilton to reach out to him with some possible dates.

Commissioner Hansen said she does believe we are going to have to raise the rates. We need to look at that and be prepared to deal with that.

Chair Vigil Coppler asked when was the last time rates were raised.

Mr. Kippenbrock said in 2012.

Chair Vigil Coppler asked what the Agency's ideas were as to communicating

with users.

Mr. Kippenbrock said we put it in the newspaper and reach out to the haulers as well. They have the opportunity to respond if they want to.

Ms. Sitton said to clarify, the \$2.66 amount referred to is the amount of increase for the Agency in 2022. There will be increases beyond that.

Mr. Yanke said the bottom line for residents of the City if this is adopted will be \$2.66 per month per household for the pass through from the Agency. It is projected that the impact to residents will go up and additional \$1.00 over the next four years. The City has costs as well. The City costs will be \$3.50 per month. So, the increase will be about \$6.00 per month per household over four years.

Chair Vigil Coppler said feel free to reach to anyone on this meeting for additional questions and answers.

IX. MATTERS FROM THE BOARD

Commissioner Hansen informed the Board that she and Commissioner Hughes will have to leave the meeting before 6:00 pm. They have a special meeting of the MPO at 6:00 pm.

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton said as a reminder, Keep Santa Fe Beautiful's Annual Spring Clean Up is Saturday, April 17th. She encourages everyone to sign up and participate.

B. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco said he wanted to thank Randall for getting the documents to the County.

XI. EXECUTIVE SESSION

A. DISCUSSION OF BARGAINING STRATEGY PRELIMINARY TO THE COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3999. Pursuant to NMSA 1978, 10-15-1 (H)(5).

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hughes, to enter into Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hansen, yes; Councilor Abeyta, yes; Councilor Garcia, yes; Commissioner Hughes, yes; Commissioner Hamilton, yes.

The Board entered into Executive Session at 5:43 pm.

MOTION A motion was made by Chair Vigil Coppler, seconded by Commissioner Hamilton, to return to the regular meeting. The Board had discussed in closed session only those items listed on the agenda and no action was taken.

VOTE The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Councilor Abeyta, yes; Councilor Garcia, yes; Commissioner Hamilton, yes.

Commissioners Hansen and Hughes had left the meeting.

The Board returned to the regular meeting at 6:10 pm.

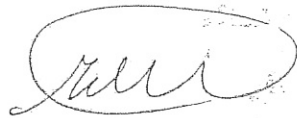
XIII. NEXT MEETING DATE: APRIL 15, 2021

XIV. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 6:15 pm.

Attested to by:

Councilor JoAnn Vigil Coppler, Chair



Elizabeth Martin, Stenographer

Kristine Bustos-Mihelcic
Santa Fe City Clerk

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: May 14, 2021
Subject: Request for Approval of Amendment No. 2 to the Professional Services Agreement with Long, Komer & Associates, P.A. of Santa Fe, NM, for Legal Services (RFP No. '19/36/P)

SUMMARY

The Agency is requesting the Board to approve Amendment No. 2 to the Professional Services Agreement (Agreement) with Long, Komer & Associates, P.A. of Santa Fe, NM, for legal services.

The Amendment will extend the term of the Agreement through May 30, 2022, for the third year of the Agreement. As per Article 5 of the Agreement, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

The Amendment will also increase the compensation by \$10,000 for a total amount not to exceed \$85,000.

Funding is available in line item 8100851.510200 (Legal Services).

BACKGROUND

On April 5, 2019, the Agency issued Request for Proposal (RFP) No. '19/36/P for legal services.

On May 30, 2019, the Board approved the Agreement to Long, Komer & Associates for legal services for the amount not to exceed \$35,000 and the term of May 30, 2019, through May 30, 2020.

On May 21, 2020, the Board approved Amendment No. 1 to the Agreement. Amendment 1 increased the compensation by \$40,000 for a total amount not to exceed \$75,000 and extended the term of the Agreement through May 30, 2021 (Year 2).

The firm of Long, Komer & Associates has been providing legal services to the Agency since 2007.

Amendment No. 2 will continue delivery of these services:

1. Provide legal advice, counsel, and consultation on a variety of issues and areas, including, but not limited to:
 - Government Contracts, Agreements, Leases and Other Documents
 - Union Contracts (Collective Bargaining Agreements)

- Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property & Real Estate Law
 - Insurance Law
2. Attend Joint Powers Board (Board) meetings and, upon request, attend Santa Fe County Board of County Commissioners and City of Santa Fe Council meetings.
 3. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.
 4. Guide Board members and Agency employees on awareness of ethical standards.
 5. Provide guidance and legal advice on:
 - Open Meetings Act
 - Freedom of Information Act
 - Robert's Rules of Order, and
 - Joint Powers Agreement
 6. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to assure proper management of legal issues, and proper coordination and transition of legal information amongst attorneys.
 7. Furnish the Board or Executive Director with legal opinions as requested.
 8. Provide legal advice on union grievance proceedings up to arbitration.
 9. Perform other legal services and tasks, as requested.

Long, Komer & Associates will bill in 0.10/hour billing units at the below rates:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Nancy R. Long	Partner	\$190
Mark E. Komer	Partner	\$190
Jonas Nahoum	Associate	\$180
Vicki R. Marco	Paralegal	\$100
Jane Clifford	Paralegal	\$100
Carolyn Cochran	Paralegal	\$100

Long, Komer & Associates will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

<u>Expense</u>	<u>Estimated Cost</u>
Mileage (out of city travel)	Per applicable IRS rate
Computerized legal research	Billed at actual cost
Filing fees	Billed at actual cost
Photocopies for large projects	\$0.10 per page
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous supplies	Billed at cost

Long, Komer & Associates will not bill for expenses that are part of their overhead (e.g., routine in-house copying, in-city limits mileage, long-distance calls, in-city limits courier services).

ACTION REQUESTED

The Agency requests the approval of Amendment No. 2 to the Agreement with Long, Komer & Associates for legal services.

- Attachments: 1) Professional Services Agreement – Amendment No. 2 _____
2) Professional Services Agreement – Amendment No. 1
3) Professional Services Agreement with Long, Komer & Associates

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ATTACHMENT 1

Professional Services Agreement – Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES - 2019)

This AMENDMENT No. 2 (the “Amendment No. 2”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 30, 2019 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (the “Agency”) and Long, Komer & Associates, P.A. (“Contractor”). The Amendment No. 2 shall be effective as of the date this Amendment No. 2 is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide legal services to the Agency (RFP No. ‘19/36/P).

Pursuant to the Agreement, Article 18 (paragraph titled “Amendment”), and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is amended to increase the amount of compensation by a total of Ten Thousand Dollars and No Cents (\$10,000.00) including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Eighty-Five Thousand Dollars and No Cents (\$85,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$35,000.00
AMENDMENT NO. 1	\$40,000.00
AMENDMENT NO. 2	\$10,000.00
CONTRACT TO DATE	\$85,000.00

B. Contractor will bill the Agency in .10 billing units at the following hourly rates:

Name	Title	Hourly Rate
Nancy R. Long	Partner and Principal Attorney	\$190
Mark E. Komer	Partner	\$190
Jonas Nahoum	Associate	\$180
Vicki R. Marco	Paralegal	\$100
Jane Clifford	Paralegal	\$100
Carolyn Cochran	Paralegal	\$100

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

Expense	Estimated Cost
Mileage (out of city travel)	Per applicable IRS rate
Computerized legal research	Billed at actual cost
Filing fees	Billed at actual cost
Photocopies for large projects	\$0.10 per page
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at actual cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at actual cost
Third-party expenses	Billed at actual cost
Miscellaneous (i.e., special supplies)	Billed at actual cost

D. The Contractor shall not bill the Agency for expenses that are part of the

Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

E. 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.

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

G. Detailed statements containing reimbursement expenses shall be itemized.

2. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

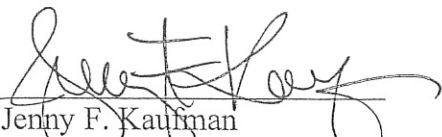
Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Nancy R. Long
Partner
Long, Komer & Associates, P.A.

Date:

APPROVED AS TO FORM:



Jenny F. Kaufman
Jones, Snead, Wertheim & Clifford, P.A.

5/11/2021

Date:

ATTACHMENT 2

Professional Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES - 2019)

This AMENDMENT No. 1 (the "Amendment No. 1") to the PROFESSIONAL SERVICES AGREEMENT, dated May 30, 2019 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Komer & Associates, P.A. ("Contractor"). The Amendment No. 1 shall be effective as of the date this Amendment No. 1 is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide legal services to the Agency (RFP No. '19/36/P).

Pursuant to the Agreement, Article 18 (paragraph titled "Amendment"), and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is amended to increase the amount of compensation by a total of Forty Thousand Dollars and No Cents (\$40,000.00) including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$35,000.00
AMENDMENT NO. 1	\$40,000.00
CONTRACT TO DATE	\$75,000.00

B. Contractor will bill the Agency in .10 billing units at the following hourly rates:

Name	Title	Hourly Rate
Nancy R. Long	Partner and Principal Attorney	\$190
Mark E. Komer	Partner	\$190
Jonas Nahoum	Associate	\$165
Vicki R. Marco	Paralegal	\$100
Jane Clifford	Paralegal	\$100
Carolyn Cochran	Paralegal	\$100

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

Expense	Estimated Cost
Mileage (out of city travel)	Per applicable IRS rate
Computerized legal research	Billed at actual cost
Filing fees	Billed at actual cost
Photocopies for large projects	\$0.10 per page
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at actual cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at actual cost
Third-party expenses	Billed at actual cost
Miscellaneous (i.e., special supplies)	Billed at actual cost

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance

calls, in-city limits courier services, facsimiles).

E. 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.

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

G. Detailed statements containing reimbursement expenses shall be itemized.

2. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2021, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

May 22, 2020
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

May 26, 2020



CONTRACTOR:

Nancy R. Long
Nancy R. Long
Partner
Long, Komer & Associates, P.A.

5-22-2020
Date:

APPROVED AS TO FORM:

Jenny F. Kaufman
Jenny F. Kaufman
Jones, Snead, Wertheim & Clifford, P.A.

5/14/2020
Date:

ATTACHMENT 3

Professional Services Agreement with Long, Komer & Associates

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH
KOMER, LONG & ASSOCIATES, P.A.
(Legal Services – 2019)

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Long Komer & Associates, P.A. (the “Contractor”) to provide legal services as described below (RFP ‘19/36/P). The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The Contractor shall provide the following legal services for the Agency:

- A. Provide legal advice, counsel services, and consultation to the Agency on a wide variety of general issues and areas including, but not limited to, the following:
 - Government Contracts, Agreements, Leases and Other Documents
 - Union Contracts (Collective Bargaining Agreements)
 - Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property Law & Real Estate Law
 - Insurance Law
- B. Attend the Agency’s Joint Powers Board (“Board”) meetings and upon request attend the Santa Fe County Board of County Commissioners (BCC) and City of Santa Fe Council meetings.
- C. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.
- D. Provide guidance to Board members and Agency employees on awareness of ethical standards.

- E. Provide guidance and legal advice on the following:
- Open Meetings Act
 - Freedom of Information Act
 - Robert's Rules of Order, and
 - Agency's Joint Powers Agreement.
- F. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among attorneys.
- G. Furnish the Board or Executive Director of the Agency with opinions on legal subjects as requested.
- H. Provide legal advice on union grievance proceedings up to arbitration.
- I. Performs other legal services and tasks, as requested.

2. STANDARDS OF PERFORMANCE; LICENSES

- A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.
- B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Thirty-Five Thousand Dollars and No Cents (\$35,000.00), including applicable gross receipts taxes.

B. The Contractor will bill the Agency in 0.10 billing units at the following hourly rates:

Name	Title	Hourly Rate
Nancy R. Long	Partner	\$190
Mark E. Komer	Partner	\$190
Joan Nahoum	Associate	\$165
Vicki R. Marco	Paralegal	\$100
Jane Clifford	Paralegal	\$100
Carolyn Cochran	Paralegal	\$100

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

Expense	Estimated Cost
Mileage (out of city travel)	\$0.58 per mile (IRS 2019 rate)
Computerized legal research	Billed at actual cost
Filing fees	Billed at actual cost
Photocopies for large projects	\$0.10 per page
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous (i.e., special supplies)	Billed at cost

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

E. 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.

F. Payment shall be made upon receipt and approval by the Agency of detailed statements

containing a report of services completed. Compensation shall be paid only for services actually performed.

G. Detailed statements containing reimbursement expenses shall be itemized.

4. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article and Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. **TERMINATION**

A. The Agency shall be entitled to immediately terminate this Agreement if in Agency's opinion Contractor fails to perform the services to Agency's reasonable satisfaction.

B. The Agency may also terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **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 Agency's prior written approval.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an

insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or

any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work as described in Article 1. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement 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.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

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

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: Mr. Mark E. Komer
Partner
Long, Komer & Associates, P.A.
2200 Brothers Road
P.O. Box 5098
Santa Fe, NM 87502-5098

23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

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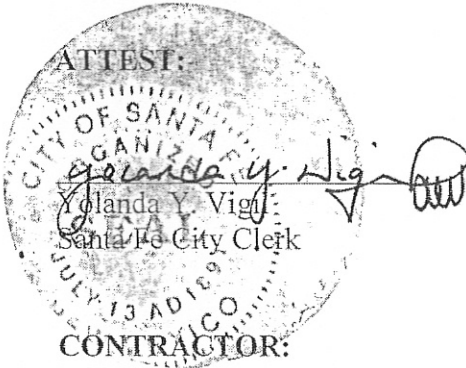
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

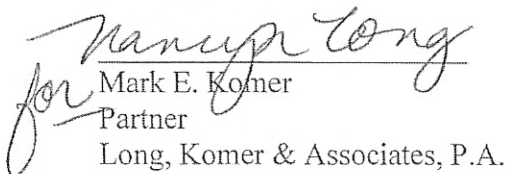


Renee Villarreal
Chairperson

5-30-19
Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:


for _____
Mark E. Komer
Partner
Long, Komer & Associates, P.A.

5-30-19
Date:


APPROVED AS TO FORM:



Jenny F. Kaufman
Attorney
Jones, Snead, Wertheim & Clifford, P.A.

5/21/2019
Date:

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 14, 2021
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Natural Evolution of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station (RFP No. '20/35/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 to the Services Agreement (Agreement) with Natural Evolution (NEI) of Tulsa, OK, for electronic waste recycling services at the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through July 16, 2022 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment provides an updated NEI Fee Schedule in Exhibit A.

The Amendment also increases compensation by \$50,000 to a total amount not to exceed \$95,000.

Funding is available from 8100852.510310 (Service Contracts).

BACKGROUND

On May 29, 2020, the Agency issued Request for Proposal (RFP) No. '20/35/P for electronic waste (e-waste) recycling services at BuRRT.

On July 20, 2020, the Board approved a Services Agreement with NEI for e-waste recycling services. Per the Agreement, NEI recycles e-waste and televisions collected at BuRRT.

Amendment No. 1 to the Agreement provides for continuing the following e-waste recycling services for Fiscal Year 2022:

- Transporting e-waste collected at BuRRT to the NEI facility in Tulsa, OK
- De-manufacturing the e-waste at the NEI facility
- Proper disposal, recycling, and waste handling of all materials, including CRT/LCD monitors and televisions
- Secure sanitization and/or destruction of data from storage media
- Payment to the Agency based upon the credits detailed in Exhibit A of Amendment No. 1
- Payment by the Agency for recycling CRT/LCD monitors and televisions as detailed in Exhibit A of Amendment No. 1
- Maintain e-Steward certification and standards for responsible recycling and reuse of electronic equipment

The Agreement does not commit the Agency to a definite quantity or specific dollar value. Agency costs will be based upon the type and unit weight of e-waste and televisions received by NEI.

ACTION REQUESTED

The Agency requests approval of Amendment No. 1 to the Services Agreement with Natural Evolution.

- Attachments: 1) Services Agreement – Amendment No. 1
2) Services Agreement with Natural Evolution

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ATTACHMENT 1

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2020)**

This AMENDMENT No. 1 (the “Amendment”) to the SERVICES AGREEMENT, dated July 16, 2020 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Natural Evolution, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide e-waste recycling services at the Buckman Road Recycling and Transfer Station (RFP '20/35/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include within the Scope of Work as described in Exhibit A attached hereto, which exhibit replaces, in its entirety, the Exhibit A attached to the Agreement.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty Thousand Dollars and No Cents (\$50,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Ninety-Five Thousand Dollars and No Cents (\$95,000.00), including

applicable gross receipts taxes pursuant to the fee schedule (pricing) set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$45,000.00
AMENDMENT NO. 1	\$50,000.00
CONTRACT TO DATE	\$95,000.00

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

3. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on July 16, 2022, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

4. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

**Scope of Services
for
Natural Evolution, Inc.**

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Natural Evolution, Inc.



An Electronics Recycling Company

Environmental, Health, Safety & Stewardship Policy

Natural Evolution Inc. (NEI) is committed to providing electronics recycling services to our clients in the most sustainable & effective way while minimizing the carbon footprint from beginning to end. Processing the stream with Zero waste, Zero international dumping & Zero Prison Labor commitments.

- NEI is committed to continual improvement as well as the development & use of performance metrics that are essential to long term business success. NEI has identified four key areas of focus. Customer service levels, profitability, carbon & resource management and employee well-being.
- NEI is committed to the protection of the environment, human health and safety, data security and social accountability.
- NEI is committed to the prevention of pollution and protection of biodiversity and ecosystems through responsible recycling.
- NEI is committed to protect workers' rights to a workplace free from harassment, discrimination, pollutants and hazardous conditions.
- NEI is committed to fulfill its compliance obligations, including applicable legal and other requirements relative to environmental, stewardship and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental and stewardship objectives.
- NEI will go beyond the requirements for compliance by integrating the values of sustainability, stewardship and resource conservation into our operations & services.
- NEI is committed to prevent Transboundary Movement of Materials of Concern (MOCs) in violation of relevant laws, treaties, agreements, and the e-Stewards Standard.
- NEI prohibits the use of forced and child labor.
- NEI restricts the use of Prison Operations in accordance with the e-Stewards Standard.
- NEI restricts the disposal of MOCs in accordance with the e-Stewards Standard.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to interested parties.

A handwritten signature in cursive script, appearing to read 'Traci Phillips', written in black ink.

Traci Phillips - President

11/02/2020

Date

Natural Evolution, Inc.



An Electronics Recycling Company

Items accepted for Electronics Recycling

Computers/Laptops/Servers

Network Equipment

** LCD Monitors

** CRT Monitors

Printers/Scanners/ Fax Machines

Copiers

POS Scanners & Equipment

Stereo Equipment

Small household appliances, (Toasters, Irons, Coffee Pots, etc)

Peripherals

Telephones/Telecommunications equipment/Phone Systems

Security equipment

Medical equipment (*That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit*)

Industrial equipment

UPS Systems

Cell phones

VCRs

Radios

Keyboards & Mice

Lead Acid Batteries

Re-Chargeable Batteries

** TVs

Industrial Control Panels

Ink & Toner

**Items with an asterisk have a recycling fee

Natural Evolution, Inc.



An Electronics Recycling Company

Items Not Accepted for Electronics Recycling

Refrigerators

Air conditioners – not properly drained

Light bulbs

Smoke alarms

Alkaline batteries

Dehumidifiers

Items that contain blood borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at customer's expense or be processed at the charges listed below.

Refrigerators - \$125

Air conditioners - \$125

Light bulbs - \$2.00 per bulb

Smoke alarms - \$25 per smoke alarm

Alkaline batteries - \$2.00 per pound

Items that contain blood borne pathogens and radioactive sources will be returned to customer at customer's expense.

Received items that contain fluids, solvents, freon, pressure gases or gasoline sources will be evaluated on a case by case basis, and customer will be notified of received equipment and determine best steps forward. This may include returning equipment at customer's expense or removing the non-conformance item and invoicing for the cost of proper handling.

Processing & Operational Methodologies

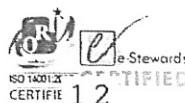
NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward/ISO 14001:2015 Standard. NEI will notify SFSWMA personnel of any major changes to either the E-Steward or ISO 14001:2015 standard as well as any major non-compliances after NEI's annual audit if and when they should ever be found.

Financial Obligation

Financial credits and charges will be managed through NEI's software system and thus the contract report. This contract report is shown below that outlines credits and charges. A lot number will be assigned for each load.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

Account
 Santa Fe Solid Waste Management Agency
 (505) 424-1850
 PO#:

Account Owner
 Traci Phillips
 Natural Evolution
 5701 East 13th Street
 (918) 836-2995
 Date Modified 5/17/2021

Approved Delivery Locations

NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$2.00 Per lb.
Battery	\$2.00 Per lb.
CAT-5 Wire	(\$0.25) Per lb.
Circuit Boards	(\$0.15) Per lb.
CRT All In One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.10) Per lb.
Desktop Complete	(\$0.10) Per lb.
iPads/Tablets	(\$0.03) Per lb.
Laptop	(\$0.15) Per lb.
LCD All In One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per Item
Mercury Bulbs	\$2.00 Per Item
Meters	\$2.00 Per lb.
Miscellaneous	(\$0.02) Per lb.
Miscellaneous Electronics	(\$0.02) Per lb.
Motors	(\$0.10) Per lb.
Network Equipment	(\$0.15) Per lb.
Projection TVs	\$25.00 Per Item
Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.15) Per lb.
Smoke Alarms	\$25.00 Per Item
Transformer	(\$0.08) Per lb.

TV LCD	\$25.00 Per Item
TVs	\$25.00 Per Item
TVs CRT	\$25.00 Per Item
TVs Projection	\$25.00 Per Item
Wire	(\$0.10) Per lb.
Wire/Cable ICW Scrap	(\$0.10) Per lb.

Processing Instructions

- Cellphones & Tablets may be resold after Sanitization
- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets
- Document & Email Work Progress, Updates, Events, Notes etc.
- Document Carrier BOL # in Lot Notes
- Sanitize or Destroy Hard Drives
- Whole Equipment May be Resold (Data Containing or Not)

Billing Instructions

- cfrancisco@sfswwa.org

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We sanitize or degauss and shred all data containing devices. Our sanitization/wiping methods meet NIST 800-88 standards. We have the capability to provide detailed asset audits, hard drive audits, specific wiping methods, or witnessed/video shredding for a small fee if you require more detailed asset or hard drive information. All Electronics will be recycled according the e-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website. Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs.

All equipment & material will be recycled according to the e-Steward/ISO14001:2015 Standards & NEI's Environmental, Health, Safety & Sustainability Policy

NEI's EH&SS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

NEI Portal access is provided to all necessary SFSWMA personnel determined by SFSWMA.

Form: 8.1.1-F Customer Count Comparison Log Form will be uploaded to the portal for each lot detailing the count comparison between SFSWMA & NEI.

Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 – Ohio Security Insurance Company

Commercial Automobile - \$1,000,000 – Liberty Mutual Insurance Company

Umbrella Policy - \$1,000,000 - Ohio Casualty

Cyber Liability & Errors & Omissions – Hiscox Insurance Company - Natural Evolution, Inc. (“NEI”) has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer’s data up to \$1,000,000 according to the specific terms of an insurance policy.

Environmental Pollution Insurance - \$500,000 - Tokio Marine Specialty Insurance Company

Workers Compensation & Employers Liability - \$1,000,000 – CompSource

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





NATUR06

OP ID: C6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham CPCU, AFSB, CIC	918-743-8811	CONTACT NAME: Danette Cox - Account Manager PHONE (A/C, No, Ext): 918-743-8811 E-MAIL ADDRESS: dcox@rcins.com	FAX (A/C, No): 918-744-8429
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Ohio Security Ins Co		24082	
INSURER B: Compsource Mutual Ins Co		35188	
INSURER C: Tokio Marine Specialty Ins. Co		23850	
INSURER D: Hiscox Inc		10200	
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BKS60761452	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57675271	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO58834715	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) It was describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	03371112201	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Environmental/Poll		PPK2153947	07/01/2020	07/01/2021	Poll 500,000
D	Professional		MPL1745656520	07/01/2020	07/01/2021	Prof 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
20-21 RENEWAL POLICIES FOR NATURAL EVOLUTION

CERTIFICATE HOLDER Natural Evolution INSURED COPY	CANCELLATION 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
---	---

ACORD 25 (2016/03)

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E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental, Health and Safety Management System of:

Natural Evolution, Inc.

5701 East 13th Street

Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Standard:

The e-Stewards Standard for Ethical and Responsible Reuse, Recycling, and Disposition of Electronic Equipment® and Information Technology Version 4.0

The Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

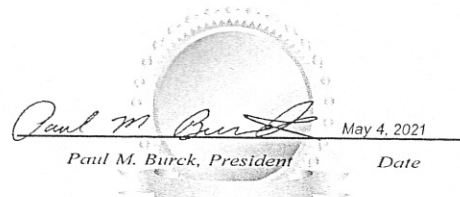
The Certification period is from

May 4, 2021 to June 7, 2024

This certification is subject to the company maintaining its system to the above standard and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1022123



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | www.orion4value.com
To authenticate this certificate, please visit: www.orion4value.com/about-orion/registered-companies/



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2015

The Environmental Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

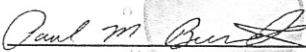
May 4, 2021 to June 7, 2024

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1022124




Paul M. Burck, President

May 4, 2021

Date

ATTACHMENT 2

Services Agreement with Natural Evolution

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(Electronic Waste Recycling Services - 2020)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Natural Evolution, Inc. (“Contractor”) for electronic waste (e-waste) recycling services (RFP '20/35/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. '20/35/P and all related Contract Documents, including Contractor’s bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00).

B. 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 Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on July 16, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or

services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **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 Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. **RELEASE**

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

12. **INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$1,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising for data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or

any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. **AMENDMENT**

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

19. **SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement 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.

21. **SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. **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:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Ms. Traci Phillips
President/CEO
Natural Evolution, Inc.
5701 East 13th Street
Tulsa, OK 74112
Fax: (918) 836-7558
Email: traci.phillips@naturalevolutions.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson, Joint Powers Board

7-17-20
Date:



ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

July 24, 2020
Date:

CONTRACTOR:

Traci Phillips
Traci Phillips
President/CEO
Natural Evolution, Inc.

7-20-20
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

7-17-2020
Date:

EXHIBIT A

**Scope of Services
for
Natural Evolution, Inc.**

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

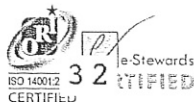
The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Natural Evolution, Inc.



An Electronics Recycling Company

Environmental, Health, Safety & Sustainability Policy

Natural Evolution Inc. (NEI) is committed to providing electronics recycling services to our clients in the most sustainable & effective way while minimizing the carbon footprint from beginning to end. Processing the stream with Zero waste, Zero international dumping & Zero Prison Labor commitments.

- NEI is committed to continual improvement as well as the development & use of performance metrics that are essential to long term business success. NEI has identified four key areas of focus. Customer service levels, profitability, carbon & resource management and employee well-being.
- NEI is committed to the protection of the environment, health and safety, data security and social accountability
- NEI is committed to the prevention of pollution and protection of biodiversity and ecosystems through responsible recycling.
- NEI is committed to the prevention of injury and ill health.
- NEI is committed to fulfill its compliance obligations, including applicable legal and other requirements relative to environmental, stewardship and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental, health and safety and data security objectives and targets.
- NEI will go beyond the requirements for compliance by integrating the values of sustainability, stewardship and resource conservation into our operations & services.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to interested parties.
- NEI is committed to prevention of transboundary movement (trade) of Hazardous Electronic Waste (HEWs), Problematic Components and Materials (PCMs), and other e-waste which violates laws in countries involved and international and regional treaties, throughout the Recycling Chain.
- NEI is committed to the prohibition of forced or child labor, and restrictions on use of Prison Operations and disposal of Hazardous e-Waste, throughout the recycling chain.

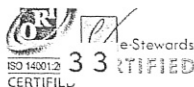
Traci Phillips - President

09/12/2017

Date

5.2.1-P EH&S Policy - Rev F.docx

Effective Date: 09-12-17



Below is List of E-waste items acceptable and not acceptable by NEI

Items accepted for Electronics Recycling

Computers/Laptops/Servers
Network Equipment
**LCD Monitors
** CRT Monitors
Printers/Scanners/ Fax Machines
Copiers
POS Scanners & Equipment
Stereo Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc)
Peripherals
Telephones/Telecommunications equipment/Phone Systems
Security equipment
Medical equipment (*That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit*)
Industrial equipment
UPS Systems
Cell phones
VCRs
Radios
Keyboards & Mice
Lead Acid Batteries
Re-Chargeable Batteries
** TVs
Industrial Control Panels
Ink & Toner

6.2.3.2-F NEI List of Acceptable Items - Rev D

www.naturalevolution.com

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Items Not Accepted for Electronics Recycling

Refrigerators

Air conditioners – not properly drained

Light bulbs

Smoke alarms

Alkaline batteries

Dehumidifiers

Items that contain blood borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at customer's expense or be processed at the charges listed below.

Refrigerators - \$125

Air conditioners - \$125

Light bulbs - \$2.00 per bulb

Smoke alarms - \$25 per smoke alarm

Alkaline batteries - \$2.00 per pound

Items that contain blood borne pathogens and radioactive sources will be returned to customer at customer's expense.

Received items that contain fluids, solvents, freon, pressure gases or gasoline sources will be evaluated on a case by case basis and customer will be notified of received equipment and determine best steps forward. This may include returning equipment at customer's expense or removing the non-conformance item and invoicing for the cost of proper handling.

6.2.3.3-F NEI List of UnAcceptable Items - Rev

Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward/ISO 14001:2015 Standard. NEI will notify SFSWMA personnel of any major changes to either the E-Steward or ISO 14001:2015 standard as well as any major non-compliances after NEI's annual audit if and when they should ever be found.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Financial Obligation

Financial credits and charges will be managed through NEI's software system and thus the contract report. This contract report is shown below that outlines credits and charges. A lot number will be assigned for each load.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

Account	
Santa Fe Solid Waste Management Agency	
(505) 424-1850	
PO#:	
Account Owner	
Traci Phillips	
Natural Evolution	
5701 East 13th Street	
(918) 836-2995	
Date Modified	7/7/2020

Approved Delivery Locations

NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$2.00 Per lb.
Battery	\$2.00 Per lb.
CAT-5 Wire	(\$0.25) Per lb.
Circuit Boards	(\$0.15) Per lb.
CRT All In One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.10) Per lb.
Desktop Complete	(\$0.10) Per lb.
iPads/Tablets	(\$0.03) Per lb.
Laptop	(\$0.15) Per lb.
LCD All In One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per Item
Mercury Bulbs	\$2.00 Per Item
Meters	\$2.00 Per lb.
Miscellaneous	(\$0.02) Per lb.
Miscellaneous Electronics	(\$0.02) Per lb.
Motors	(\$0.10) Per lb.
Network Equipment	(\$0.15) Per lb.
Projection TVs	\$20.00 Per Item
Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.15) Per lb.
Smoke Alarms	\$25.00 Per Item
Transformer	(\$0.08) Per lb.



TV LCD	\$20.00 Per Item
TVs	\$20.00 Per Item
TVs CRT	\$20.00 Per Item
TVs Projection	\$20.00 Per Item
Wire	(\$0.10) Per lb.
Wire/Cable ICW Scrap	(\$0.10) Per lb.

Processing Instructions

- Cellphones & Tablets may be resold after Sanitization
- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets
- Document & Email Work Progress, Updates, Events, Notes etc.
- Document Carrier BOL # in Lot Notes
- Sanitize or Destroy Hard Drives
- Whole Equipment May be Resold (Data Containing or Not)

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We sanitize or degauss and shred all data containing devices. Our sanitization/wiping methods meet NIST 800-88 standards. We have the capability to provide detailed asset audits, hard drive audits, specific wiping methods, or witnessed/video shredding for a small fee if you require more detailed asset or hard drive information. All Electronics will be recycled according the e-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website. Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs.

All equipment & material will be recycled according to the e-Steward/ISO14001:2015 Standards & NEI's Environmental, Health, Safety & Sustainability Policy

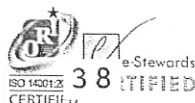
NEI's EH&SS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

NEI Portal access is provided to all necessary SFSWMA personnel determined by SFSWMA.

Form: 8.1.1-F Customer Count Comparison Log Form will be uploaded to the portal for each lot detailing the count comparison between SFSWMA & NEI.



Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 – Ohio Security Insurance Company

Commercial Automobile - \$1,000,000 – Liberty Mutual Insurance Company

Umbrella Policy - \$1,000,000 - Ohio Casualty

Cyber Liability & Errors & Omissions – Hiscox Insurance Company - Natural Evolution, Inc. (“NEI”) has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer’s data up to \$1,000,000 according to the specific terms of an insurance policy.

Environmental Pollution Insurance - \$500,000 - Tokio Marine Specialty Insurance Company

Workers Compensation & Employers Liability - \$1,000,000 – CompSource

www.naturalevolution.com

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NATUR06

OP ID: C6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham CPCU,AFSB,CIC	918-743-8811 CONTACT NAME: Danette Cox - Account Manager PHONE (A/C, No, Ext): 918-743-8811 E-MAIL ADDRESS: dcox@rcins.com FAX (A/C, No): 918-744-8429														
INSURED Natural Evolution, Inc 5701 E 13th St Tulsa, OK 74112	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: CompSOURCE Mutual Ins Co</td> <td>36188</td> </tr> <tr> <td>INSURER C: Tokio Marine Specialty Ins. Co</td> <td>23850</td> </tr> <tr> <td>INSURER D: Hiscox Inc</td> <td>10200</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Ins Co	24082	INSURER B: CompSOURCE Mutual Ins Co	36188	INSURER C: Tokio Marine Specialty Ins. Co	23850	INSURER D: Hiscox Inc	10200	INSURER E:		INSURER F:	
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INSURER D: Hiscox Inc	10200														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS60761452	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57675271	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO58834715	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		03371112201	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Environmental/Poll		PPK2163947	07/01/2020	07/01/2021	Poll 500,000
D	Professional		MPL174556520	07/01/2020	07/01/2021	Prof 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
20-21 RENEWAL POLICIES FOR NATURAL EVOLUTION

CERTIFICATE HOLDER

Natural Evolution
INSURED COPY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

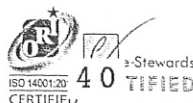
AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental, Health and Safety Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Standard:

The e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment® Version 3.0:2017

The Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

April 30, 2018 to June 7, 2021

This certification is subject to the company maintaining its system to the e-Stewards standard for responsible recycling and reuse of electronic equipment®, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1013992



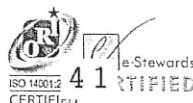

Paul M. Burk, President Date: May 1, 2018



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | www.orionrvalue.com
To authenticate this certificate, please visit: www.orionrvalue.com/about-orion/registered-companies/

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2015

The Environmental Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

April 30, 2018 to June 7, 2021

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1013993



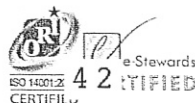

Paul M. Bürck _____ May 1, 2018
Paul M. Bürck, President Date



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | www.orion4value.com
To authenticate this certificate, please visit: www.orion4value.com/about-orion/registered-companies/

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MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 14, 2021
Subject: Request for Approval of Amendment No. 2 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 to the Services Agreement (Agreement) with Town Recycling, LLC of Albuquerque, NM, for processing and marketing the recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement for a third year through May 30, 2022. Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed ten years.

The Amendment also increases the compensation by \$750,000 for a total amount not to exceed \$2,250,000.

Funding is available for the remainder of Fiscal Year 2021 and will be available in Fiscal Year 2022 from 8100852.510310 (Service Contracts).

BACKGROUND

On January 3, 2019, the Agency issued Request for Proposals (RFP) No. '19/06/P for recycling services at BuRRT.

On May 30, 2019, the Board approved the Agreement with Town Recycling for recycling services for an amount not to exceed \$600,000 and for the term May 30, 2019 through May 30, 2020.

On May 21, 2020, the Board approved Amendment No. 1, which increased compensation by \$900,000 for a total amount not to exceed \$1,500,000 and extended the term through May 30, 2021 (Year 2).

Amendment No. 2 continues the delivery of recycling services. As such, Town Recycling will operate the Agency-owned MRF at BuRRT to its fullest extent and capacity by accepting and processing recyclable materials for marketing to end-user manufacturers and mills. Town Recycling will operate the MRF in accordance with the MRF Operations Plan approved by NMED under Solid Waste Permit No. SWM-261707.

The Contractor Processing Fee remains the same at \$77.87 per ton.

The Agency will pay Town Recycling a Net Processing Fee, which is the difference between the Contractor Processing Fee and Agency Revenue Sharing multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is:

- 1) Contractor Processing Fee = \$77.87 per ton
- 2) Agency Revenue Sharing = 25% of the Average Market Value (AMV)
- 3) Contractor Processing Fee - Agency Revenue Share = Net Processing Cost
- 4) Net Processing Cost x Total Tons Materials Received = Net Processing Fee

Table 1 shows an estimated Net Processing Fee of \$804,709 or \$68.83 per ton, which is based on Agency Revenue Sharing at 25% of the AMV and 11,692 tons of materials processed in the past year.

Table 1. Net Processing Fee

Description	Total
Contractor Processing Fee @ \$77.87 Per Ton	\$910,605
Minus Agency Revenue Sharing @ 25% of AMV	\$105,895
Net Processing Fee	\$804,709
Net Processing Fee Per Ton	\$68.83

ACTION REQUESTED

The Agency requests the approval of Amendment No. 2 to the Services Agreement with Town Recycling for processing and marketing the recyclable materials received at BuRRT.

- Attachments:
- 1) Services Agreement – Amendment No. 2
 - 2) Services Agreement – Amendment No. 1
 - 3) Services Agreement with Town Recycling

M:\Memo\052021.5

ATTACHMENT 1

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 2 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation in Paragraph A by a total of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) so that Paragraph A of Article 3 is deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Million Two Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
CONTRACT TO DATE	\$2,250,000.00

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Victor Lara
Director of Operations
Town Recycling, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 1 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP ‘19/06/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Nine Hundred Thousand Dollars and No Cents (\$900,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
CONTRACT TO DATE	\$1,500,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$77.87 per ton.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2021, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

May 22, 2020
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

May 26, 2020



CONTRACTOR:

Victor Lara
Victor Lara
Director of Operations
Town Recycling, LLC

5-22-2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

5-18-2020
Date:

ATTACHMENT 3

Services Agreement with Town Recycling

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Town Recycling, LLC (“Contractor”) to provide processing and marketing services of recyclable materials (RFP No. ‘19/06/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall provide processing and marketing services for all of the recyclable materials that are received at the Buckman Road Recycling and Transfer Station (BuRRT facility) in Santa Fe, NM. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents, including Contractor’s Proposal for RFP No. ‘19/06/P; to comply with all federal, state, and local laws and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities.

2. STANDARDS OF PERFORMANCE; LICENSES

- A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.
- B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00), including applicable gross receipts taxes.

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Any invoices containing reimbursement expenses shall be itemized.

E. Contractor shall process and market the recyclable materials received by the Agency at the BuRRT facility and operate the material recovery facility (MRF) at the BuRRT facility as described in the Scope of Work.

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

- (1) The Contractor Processing Fee shall be set at \$71.41 per ton.
- (2) The Average Market Value (AMV) of the materials shall be determined by the weighted average value of the current market price of each commodity, as defined by the designated published price index listed below and multiplied by the percent composition each commodity represents as determined by a Material Composition Audit.

Commodity

Published Index

Newspaper (#56)

RISI/PPI Southwest High Side Price for SRPN #56

Mixed Paper (#54)	RISI/PPI Southwest High Side Price for Mixed Paper #54
OCC (#11)	RISI/PPI Southwest High Side Price for OCC #11
PETE #1	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics PETE
HDPE #2 - Natural	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Natural
HDPE #2 - Color	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Color
Tin Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled
Aluminum Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Aluminum Cans, Sorted
Plastics #3-#7	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics Comingled #3-#7
Rigid Plastics	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Mixed Bulky Rigid
Scrap Metals	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled

- (3) The price published in the earliest edition/posting of the month shall be used to calculate AMV for the entire month.
- (4) A Material Composition Audit is a weighted average by the percentage of the different commodities collected from various recycling collection programs in a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of the Agreement and, at a minimum, bi-annually thereafter. The Agency shall observe the audit.

(5) The Agency Revenue Share is twenty percent (25%) of the Average Market Value.

(6) The Agency shall pay the Contractor the Net Processing Fee, which is the difference between the Contractor Processing Fee and the Agency Revenue Share multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is as follows:

a) $\text{Contractor Processing Fee} - \text{Agency Revenue Share} = \text{Net Processing Cost.}$

b) $\text{Net Processing Cost} \times \text{Total Tons Materials Received} = \text{Net Processing Fee}$

G. Upon mutual agreement of the Parties, if a published price index (or indexes) in Paragraph F (2) under this Article fails to reflect prevailing market conditions accurately, Contractor may use an alternative publication(s) or alternate method to determine the value of each affected commodity until such time that the published price index listed above returns to reflect prevailing market conditions accurately.

H. Contractor shall be responsible for all costs associated with the operation, maintenance and repairs of the MRF including the CP Manufacturing sorting equipment and Van Dyk Bollegraff baler.

I. Contractor shall be responsible for all costs associated with operating the Contractor's mobile material handling equipment required to manage the recyclable materials.

J. Contractor shall be responsible for all costs associated with operating the Agency's

mobile material handling equipment required to manage the recyclable materials.

K. The Agency shall be responsible for the cost associated with diesel fuel for mobile equipment requiring diesel fuel.

L. The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contaminated recyclable materials at the Caja del Rio Landfill.

M. The Agency shall be responsible for all costs associated with utilities (i.e., electricity, water, propane).

N. The Agency shall be responsible for all costs associated with the repairs and maintenance of the buildings housing the MRF.

O. During the term of this Agreement, the Parties may mutually agree to adjust the Contractor Processing Fee and/or Agency Revenue Share, and in such event, this Agreement shall be amended to reflect the Contractor Processing Fee and/or Agency Revenue Share. If no such amendment occurs, the Contractor Processing Fee and/or Agency Revenue Share specified herein will remain in effect during the term of this Agreement.

P. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement except as specifically provided for in this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to the Contractor. Compensation shall be paid for all activities performed up to the date of notification under this Article and Article 6 of this Agreement. The

Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving one hundred twenty (120) days written notice to the Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to satisfactorily process and market the recyclable materials received by the Agency, Contractor's failure to properly operate, maintain and repair the MRF sorting equipment and baler, Contractor's failure to maintain and repair the facilities utilized by the Contractor or Contractor's failure to correct a safety and/or environmental violation within the time frame stated by the regulatory agency. The decision to terminate the Agreement by the Agency shall be final and not subject to dispute or correction by the Contractor. If the Agency terminates the Agreement:

(1) Contractor shall render a final report of the services performed up to the

date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.

(2) Contractor shall make all payments due to the Agency pursuant to Article 3 of this Agreement within thirty (30) days of termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any costs and damages associated with Contractor's default.

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **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 Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct

or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon the Agency's request provided to the Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the Agency; (b) obtained the Agency approval of each company or companies as required below, and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage

required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of this Agreement by the Agency. Further, Contractor shall not modify any policy or endorsement thereto, which increases the Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (Other than Products/Completed Operation)	\$2,000,000
Products/Completed Operation Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the Agency that reflects coverage for any automobile.

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy &

Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

(4) Business and Personal Property Form Commercial Insurance. Contractor shall keep in full force and effect, Business and Personal Property Form (BPPF) commercial insurance at full replacement value of the Agency property, including any improvement and expansion, to insure against loss of, damage to, or destruction of the MRF equipment, mobile equipment and other contents of the BuRRT facility. Coverage must also include, but is not limited to, power failure, utility interruption, removal of recyclable materials and equipment breakdown. Such policy shall provide a limit of not less than \$3,000,000 per loss claim.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event Contractors' insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the Agency within four working

days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that has been approved by the Agency. The Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

I. The Agency reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the

additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

J. Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. **RECORDS AND AUDIT**

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

17. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, 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 the First Judicial District Court, State of New Mexico.

18. **AMENDMENT**

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

19. **SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee

or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement 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.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. 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:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Mr. Victor Lara
Director of Operations
Town Recycling, LLC
4220 Broadway Blvd., SE
Albuquerque, NM 87105
Fax: N/A
Email: townrecycling@gmail.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed

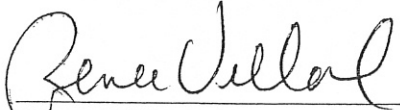
and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

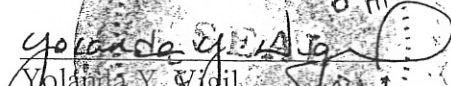
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

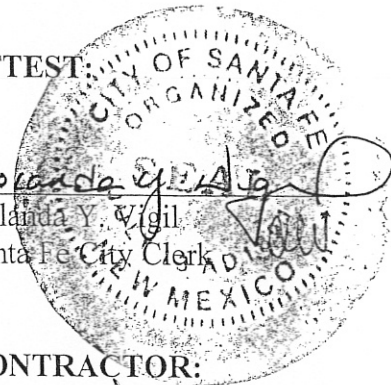
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Renee Villarreal
Chairperson

5-30-19
Date:


ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk



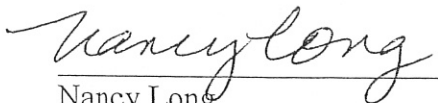
6-18-19
Date:

CONTRACTOR:


Victor Lara
Director of Operations
Town Recycling, LLC

5-30-19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

5-30-19
Date:

EXHIBIT A

Scope of Work

SCOPE OF WORK

Contractor warrants that they have the expertise and the appropriate resources to perform the Scope of Work required by the Agreement for the processing and marketing of recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT facility) as described in RFP No. '19/06/P, per the approach provided to the Agency in Contractor's proposal dated January 17, 2019, and the requirements set forth in the BuRRT solid waste facility operating permit, which contains the Materials Recovery Facility Operations Plan (Contract Documents).

General Scope of Work

- Operate the Agency-owned Materials Recovery Facility (MRF) at the Agency-leased BuRRT facility to its fullest extent and capacity by accepting and processing recyclable materials received at the BuRRT facility for marketing to end-user manufacturers and mills.
- Operate and maintain the MRF in full compliance with all environmental and solid waste regulations and comply with all federal, state, and local laws and regulations.
- Recover a significant quantity of recyclable materials that otherwise would be disposed of at the Caja del Rio Landfill (Landfill).
- Develop and maintain practical and economically sustainable recycling markets for the Agency and its customers to grow and expand the recycling programs into the future.

Specific Duties

Contractor shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform the Scope of Work in the Agreement. Contractor shall have control over, and be solely responsible for, all means, methods and sequences for performing the Scope of Work.

Contractor agrees that the BuRRT facility is first and foremost an operating transfer station and that any MRF operations shall not have precedence over on-going transfer station operations. The Agency may disrupt MRF operations at any time if, in the discretion of the Agency, the needs of the transfer station require it.

Contractor shall operate the MRF located inside the transfer station at the BuRRT facility in accordance with the MRF Operations Plan under the NMED Solid Waste Permit No. SWM-261707. In general, the conveyors and sort line of the MRF occupies most of the western half of the transfer station. The baler for the MRF is positioned inside the Baler Building, which is west of and adjacent to the transfer station. Both buildings are shown in Appendix A, Figure 2 of the BuRRT General Operations Plan.

The MRF processing system consists of the following equipment/components/storage areas:

CP Manufacturing Sorting Equipment – installed in February 2007

1. Pre-sort in-floor in-feed conveyor [steel pans]

2. Pre-sort inclined in-feed conveyor [steel pans] – replaced in 2014
3. Metering drum
4. Pre-sort platform
5. OCC screen
6. OCC discharge conveyor [rubber belt]
7. OCC screen in-feed conveyor [rubber belt]
8. ONP screen – replaced star discs in 2010
9. ONP screen in-feed conveyor [rubber belt]
10. Elevated sort room – fully enclosed; illuminated by overhead lighting and equipped with HVAC
11. Sort line conveyor [rubber belt]
12. Six (6) manual sorting stations with chutes at waist level
13. Crossbelt magnetic separator – replaced in 2014
14. Eddy current separator – installed in 2008
15. Mixed container discharge conveyor [rubber belt]
16. Mixed container in-feed conveyor [rubber belt]
17. Baler in-floor in-feed conveyor [steel pans]
18. Baler inclined in-feed conveyor [steel pans] – replaced in 2017
19. Visual SCADA interface

Van Dyk Recycling Solution Baling Equipment - installed in February 2007

1. HB-80 Bollegraaf baler
 - a. Ten-fold cross wire tying system; 16-fold cross wire for plastic bottles
 - b. Perforator for plastic bottles
2. Visual SCADA interface

Storage Areas

1. Transfer station floor area located along the east side of the MRF for commingled recyclable materials
2. Separated OCC bunker
3. Mixed containers bunker
4. Six (6) storage bunkers beneath the sorting stations for sort separated materials
5. Bale room storage area for approximately 90 bales
6. Two (2) parked 53-foot trailers located next to the Baler Building

Contractor shall demonstrate the MRF is capable of meeting all of the performance standards set forth in this Agreement in three separate phases. The phases are as follows:

1. Equipment Start-Up: Operate the MRF without recyclable materials for a specified period of time to check for equipment, motors, belts, control panels, control functions, safety guards, e-stops, excessive noise and vibration.
2. Initial Operation: Operate the MRF with recyclable materials for a specified period of time to ensure that the MRF equipment is capable of sorting, processing and baling the materials at specified throughputs.

3. Acceptance Operation: Operate the MRF with recyclable materials for a specified period of time under normal operating conditions and staffing level to verify throughputs, recovery rates, and residuals.

The Agency will provide technical assistance to the Contractor during the three stages of the performance standards.

Contractor shall maintain an Equipment Maintenance Log Book to record scheduled lubrication, scheduled preventive maintenance and repairs to ensure the MRF equipment is in a safe and usable condition and minimize downtime. Lubrication and preventive maintenance shall be scheduled and performed in a manner and frequency that meets or exceeds specifications and schedules set forth by the original equipment manufacturers. The logbook shall be made available for inspection to the Agency throughout the term of the Contract.

Contractor shall be responsible for all loss or damage to Agency property at full replacement cost as a result of the Agreement.

Any capital improvement, expansion or replacement for the MRF must be approved by the Agency.

Contractor shall be responsible for the heating, air conditioning, and plumbing system (HVAC) for the MRF sort room. The Agency will be responsible for the other HVAC systems throughout the BuRRT facility.

The Agency shall be responsible for the following:

1. Utilities - electricity, water, propane and sewer
2. Communication – landline telephone and internet
3. Other – exhaust fans, compressed air, lighting

The Agency shall be responsible for the repair and maintenance of the transfer station tipping floor, roof and structure. The Agency shall also be responsible for the inspection and maintenance of the fire suppression systems and fire extinguishers throughout the BuRRT facility.

Contractor shall be solely responsible for providing mobile equipment necessary for the MRF operation. Mobile equipment includes, but not limited to, skid steer loader, forklift truck, front-end loader, roll-off trucks, tractor-trailers.

Contractor shall be responsible for all loss or damage to materials, equipment, tools and supplies owned or rented by the Contractor.

Contractor shall be responsible for all costs associated with operating Agency owned mobile material handling equipment to manage the recyclable materials (e.g., skid steer loader, forklift truck).

The Agency shall be responsible for the cost associated with supplying diesel fuel for mobile equipment operated by the Contractor.

The Agency expects all of the recyclable materials defined as Acceptable Recyclable Materials to be processed by the Contractor using the MRF at the BuRRT facility. In the event that certain recyclable materials or groups of recyclable materials are sent to a secondary/downstream processor, the Contractor shall inform the Agency which recyclable materials are being processed in this manner and who will be doing the processing.

In the event the Contractor is unable to process recyclable materials for three (3) working days due to Contractor's actions (or its employees or subcontractors) resulting in inoperability of the MRF, the Contractor shall be required to procure another MRF for processing and marketing the materials and compensate the Agency for any and all costs incurred due to using an alternate MRF. Contractor shall transport the recyclable materials to another MRF at no additional cost to the Agency. Failure to procure another MRF for processing recyclable materials after three (3) days will result Contractor's responsibilities for any excess costs incurred.

Contractor shall provide a Contingency Plan to the Agency within thirty (30) days after the execution of this Agreement that identifies an alternate MRF to process and market the recyclable materials in the event the MRF at the BuRRT facility is unable to process the materials.

Contractor shall process the recyclable materials at a minimum of 95% recovery rate, excluding contamination, to ensure the overall residual rate remains low.

The Agency shall maintain a contamination rate in the recyclable materials equal to or less than 25%. Both Parties shall work in good faith to assess and reduce this level as much as possible.

Contractor may reject a load for the following reasons: if the load contains contamination in excess of 30% by volume of the load; or the load presents a health or safety hazard. To reject a load, the Contractor shall notify the Agency immediately and before the truck leaving the tipping area that the load has been rejected and the reason the load has been rejected. Contractor shall email photos and approved form documenting the load contamination for the Agency's review. The Agency shall be allowed to inspect the load or evaluate it through the photos. The Agency, upon inspection, shall determine whether the load met either of the two reasons for rejections. If the Agency inspects the load and determines the load does not meet either two of the reasons for rejections, the Contractor shall accept the load. If the Agency determines the load does meet either of the two reasons for rejections, then the Agency will take necessary steps to dispose of properly said rejected materials. Contractor shall be responsible for providing to the Agency a written procedure for rejection of loads.

Contractor shall not dispose of any Acceptable Recyclable Material generated under this Agreement as a solid waste except for residuals. Contractor shall not market any Acceptable Recyclable Material that the Contractor knows or reasonably should have anticipated will become a solid waste except when authorized in writing by the Agency. Failure to comply with this requirement will result in a \$1,000 per occurrence penalty.

Contractor shall be responsible for marketing the Acceptable Recyclable Materials in accordance with this Contract. The Agency expects the Contractor to sell recyclable materials to the end market with the highest price available in the open market. In the event that recyclable materials

are no longer acceptable, Contractor shall provide the Agency with justifications as to why the material needs to be removed from the program. Acceptable Recyclable Materials shall be marketed within ninety (90) days of receiving/processing for conventional recyclable materials and within one hundred eighty (180) days for non-conventional recyclable materials, or as required by NMED regulations.

Contractor is encouraged to identify other recyclable materials beyond those defined as Acceptable Recyclable Materials to be processed and marketed by the Contractor. The Agency reserves the right to define the Acceptable Recyclable Materials, including any or all recyclable materials identified by the Contractor. Likewise, Contractor is also encouraged to identify a list of unacceptable items that cannot be processed at the MRF.

Contractor or its buyer shall be responsible for the shipment of recyclable materials to the buyer's specified location. Contractor shall not deduct transportation and handling costs or freight costs from the AMV of the recyclable materials.

Contractor shall submit invoices to the Agency by the 30th of each month for the previous month of recyclable materials received at the BuRRT facility. Invoices shall include monthly reports as per the Scope of Work.

Contractor shall perform a material composition study that is a weighted average by the percentage of the various commodities in the recycling stream from a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of Agreement and, at a minimum, bi-annually thereafter. The Agency reserves the right to observe the composition study.

The Agency, City of Santa Fe and Santa Fe County will promote recycling through its education and outreach programs. The parties will utilize methods to focus on reducing the amount of contamination based on feedback from the Contractor. Contractor shall provide pertinent and informative recycling data to the Agency to further promote the recycling programs.

Contractor shall have an education and outreach program including tours of the MRF. Contractor shall report to the Agency the education and outreach conducted by the Contractor.

Contractor shall furnish the Agency monthly reports of all recyclable materials delivered under this Agreement. The report shall include the following information: summary of deliveries including the Agency's scale ticket number, Agency's BOL number, time, date and net tonnage. Reports shall be due thirty (30) days after the end of the month.

Contractor shall furnish the Agency documentation of recyclable materials processed and marketed by commodity, general destinations marketed to and other non-proprietary information related to the marketing of the recyclable materials as requested by the Agency.

In the event the Contractor uses a secondary/downstream processor to further manage recyclable materials into clean commodity streams, the Contractor shall provide the Agency with the following information from each secondary/downstream processor: the types and tons of recyclable materials sent to markets as well as the tons of residue resulting from their processing.

This information will be provided as a separate report to the Agency and sent within thirty (30) days of the secondary/downstream market processing the material.

Contractor shall furnish the Agency an annual report outlining the total amount of recyclable materials delivered, processed by the Contractor and amount of recyclable materials sent to secondary/downstream markets. This report shall be due to the Agency within thirty (30) days of the end of each calendar year.

Contractor shall provide a quarterly status report to the Agency that will include any known compliance issues, and associated mitigating measures necessary for MRF compliance, etc. The details of this report will be agreed upon between both Contractor and the Agency.

All of Contractor's records shall be made available to the Agency and its representatives at reasonable times and places throughout the term of the Contract.

Contractor shall be responsible for maintaining all necessary registrations, permits, licenses, certificates and insurances to fulfill the Scope of Work in this Agreement. The registrations, permits, licenses, certificates and insurances shall be subject to inspection by the Agency. Contractor shall promptly notify the Agency of any non-compliance.

Contractor shall be responsible for maintaining proper work, safety, health and environmental protection standards. Contractor agrees to hold the Agency harmless for all fines and penalties from federal, state or local agencies. Contractor shall be responsible for paying all fines, penalties, and judgments levied by these government agencies resulting from activities under this Agreement. Contractor shall promptly notify the Agency of any non-compliance.

Contractor shall pay an hourly rate, no less than the City of Santa Fe's Living Wage, to the employees employed for the MRF operation at the BuRRT facility.

Contractor shall not subcontract any portion of the Scope of Work to be performed under this Agreement without written approval from the Agency.

Upon termination of this Agreement, Contractor, at its sole cost and expense must return the MRF in the same or similar condition that existed on the Effective Date of this Agreement, reasonable wear and tear excepted.

For any material breach in this Agreement, the Agency shall notify Contractor in writing of the nature of the breach. Contractor shall have thirty (30) days from the receipt of such notice to cure or otherwise eliminate such cause. If the Contractor does not remedy the breach, to the reasonable satisfaction of the Agency, then the Agreement shall terminate pursuant to Article 6 of this Agreement.

Contractor shall have a certified recycling facility operator onsite at all times during the MRF operation. Should certification(s) lapse, or should Contractor otherwise default on its obligations pursuant to this Agreement, such that the Agency is required to terminate this Agreement and take over the MRF operation, or perform services that Contractor agrees to perform pursuant to this

Agreement, Contractor shall compensate the Agency for the reasonable costs and expenses incurred by the Agency.

Contractor shall staff the MRF operation with the appropriate number of employees consistent with good management and industry standards and practices to reasonably enable Contractor to perform all of the Contractor's responsibilities under this Agreement. At a minimum, Contractor shall staff the number of full-time employees listed in the Contractor's Proposal for RFP No. '19/06/P as follows:

1. Six (6) sorters
2. Lead/controller
3. Baler/forklift operator
4. Tipping floor loader
5. Site manager

Contractor's employees for the MRF operation must be appropriately trained in accordance with all applicable rules and regulations and good management and industry standards and practices.

Contractor shall comply with the health and safety training requirements of the Agency. The Agency, may at any time, require Contractor to complete additional training if such is deemed necessary to promote and conduct safe, efficient, and orderly MRF operating practices at the BuRRT facility. Training topics and training frequencies for Contractor's employees shall include, but are not limited to, the following:

- | | |
|-------------------------------------|--|
| 1. MRF Operator Certification | When hired and every 3 years for certified operators |
| 2. General Operations Plan | When hired and annually thereafter |
| 3. Materials Recovery Facility Plan | When hired and annually thereafter |
| 4. Waste Screening and Inspection | When hired and annually thereafter |
| 5. Contingency Plan | When hired and annually thereafter |
| 6. Alternative Waste Handling | When hired and annually thereafter |
| 7. First Aid/CPR/AED | Every 2 years for designated employees |
| 8. Fire Extinguisher Use | When hired and annually thereafter |
| 9. SWPPP (Stormwater Plan) | Annually for designated employees |
| 10. Bloodborne Pathogens | Within 10 days of hire and annually thereafter |
| 11. Drug & Alcohol – Employees | Annually |
| 12. Drug & Alcohol – Supervisors | Annually |
| 13. Sexual Harassment | Annually |
| 14. Workplace Violence | Annually |
| 15. Ergonomics | When hired and retraining when observations dictate |
| 16. Forklift | Every 3 years for certified operators and retraining when observations dictate |
| 17. Hazard Awareness | When hired and retraining when observations dictate |
| 18. Hazard Communication | Within 10 days of hire |
| 19. Confined Space Awareness | When hired for designated employees and retraining when observations dictate |
| 20. Respiratory Protection | When hired and annually thereafter |

- | | |
|---|---|
| 21. Respiratory Physical and Fit Test | When hired and annually thereafter for designated employees |
| 22. Walking, Working Surfaces and Fall Protection | When hired and retraining when observations dictate |

Contractor shall report to the Agency any unsafe work conditions, worksite hazards, all work-related injuries and illnesses immediately, or as soon as possible. Contractor shall participate in investigations for work-related injuries and illnesses.

Contractor shall report to the Agency incidents involving near misses or damage to Agency equipment and or property immediately, or as soon as possible.

The BuRRT facility operating hours to the public are Monday through Sunday, 8:00 a.m. to 4:45 p.m. The Agency receives most of the recyclable materials Mondays through Fridays along with some additional recyclable materials on the weekends. The Agency receives recyclable materials from the City of Santa Fe, Santa Fe County, BuRRT Recycling Drop-Off Center, private haulers and other customers.

Contractor shall accept deliveries of recyclable materials between the hours of 8:00 a.m. and 4:45 p.m., Sunday through Saturday.

Contractor shall perform the MRF operation during the BuRRT facility's operating hours from 7:00 a.m. to 5:30 p.m., Sunday through Saturday. Contractor may request in writing to the Agency to operate outside of these hours for such tasks as paperwork, equipment maintenance, etc.

Contractor shall notify the Agency in advance any scheduled days the MRF will not operate.

Contractor shall not operate the MRF on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may choose not to operate the MRF on other nationally recognized holidays provided the Contractor submits a written notice to the Agency before January 1st of each calendar year.

Contractor shall not operate on Easter Sunday.

The Agency shall act as scale master for all loads of incoming recyclable materials delivered and outgoing loads of processed recyclable materials removed from the BuRRT facility. As such, the Agency retains the right to enforce weight limits. The Agency's scale house shall also serve as the scale of record to provide guidance on the material leaving the facility and provide a basis for calculating the value of the material and payment to the Agency. The Agency shall work with the

Contractor to ensure that accurate weights are collected and monthly reports are provided to the Contractor. Contractor shall reference the weights and BOLs on payments for recordkeeping and audit purposes.

Contractor shall have all of the equipment necessary to load the trailers to maximum capacity for transportation of recyclable materials, residuals and contamination.

The Agency will maintain a designated floor space in the transfer station for Contractor to accept deliveries of recyclable materials from customers.

The Agency will maintain a designated loading area (hopper) for Contractor to load open-top, walking floor (or similar) trailers with residuals and contamination.

Contractor shall comply with the BuRRT Operations Plan, as it may be amended from time to time. This includes adherence to on-site traffic rules, posted speed limits and wait times for the loading of trailers, if applicable.

The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contamination at the Landfill. Contractor shall load residuals and contamination into the Agency's trailers in such a manner to minimize wait time.

Contractor shall ensure inventory of recyclable materials or recycled materials does not exceed the inventory used for purposes of estimating the cost of abatement of a nuisance at the BuRRT facility pursuant to Paragraph (2) of Subsection A of 20.9.10.9 NMAC.

Contractor shall handle and store recyclable materials in a manner that does not create a nuisance, harbor vectors or create a public health hazard.

Contractor shall be responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans.

Contractor shall control odors throughout the MRF operation.

Contractor shall minimize the risks of fires caused by spontaneous combustion. Contractor shall be responsible for any costs related to fire mitigation. Contractor shall provide a fire safety plan to the Agency within thirty (30) days after the execution of this Agreement.

Contractor shall comply with the BuRRT facility's stormwater pollution prevention plan (SWPPP). In the event Contractor introduces a new discharge not covered under the current SWPPP, Contractor will be responsible for filing a new Notice of Intent (NOI) and submitting a new SWPPP for the operation associated with the MRF operation.

In the event of any release or threatened release of any material, including but not limited to any hazardous material, special waste, or other contaminant, relating in any way to any of the Scope of Work under this Agreement, regardless of whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must

promptly notify the Agency and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor with respect to the release or threatened release.

Contractor shall be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), or other regulatory agencies of the federal, state and local governments as they relate to the MRF operation at the BuRRT facility. In the event that the violations are not corrected in a timely manner, the Agency has the right to terminate the Agreement with Contractor for the MRF operation at the BuRRT facility.

Contractor shall provide a Procedure Plan to the Agency within thirty (30) days after the execution of this Agreement that includes, but not be limited to, the following:

1. Organization chart with a brief job description for each job title
2. Procedure for providing and monitoring health and safety training
3. Procedure for inspecting incoming recyclable materials
4. Procedure for storing incoming recyclable materials
5. Procedure for loading residuals and contamination
6. Procedure for storing, loading and shipping of processed materials
7. Procedure for monitoring and reporting residuals and contamination
8. Procedure for monitoring and reporting recovery rate
9. Procedure for monitoring and controlling MRF costs
10. Procedure for performing a material composition study annually
11. Procedure for responding to complaints
12. Procedure for providing tours and presentations

Contractor shall comply with all applicable rules and regulations of the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Contractor shall pay particular attention to the rules and regulations related to maximum vehicle weights as no loaded trailers will be permitted to leave the Agency facility in excess of these limits.

The Agency employs a security company to patrol the BuRRT facility during closed hours to prevent trespassing, destruction of property, and to monitor the premises for unusual activity (e.g., fires). The Agency may notify Contractor of any unusual activity related to the MRF operation.

Contractor shall ensure that the MRF is locked and secured whenever the Contractor is not present (e.g., Baling Building, Door Nos. 4, 5 and 6). Contractor shall be responsible for all security within the MRF operating limits.

Contractor shall maintain good housekeeping throughout the MRF (i.e., equipment, bunkers and floor areas), Baler Building and Administration Building (i.e., restrooms, lockers area, lunch area, conference room, reception area).

Contractor shall perform litter patrols on the outside areas affected by the MRF operations on a daily basis.

The Agency or its representatives shall have access to inspect the MRF as it deems reasonably necessary to determine whether the services provided by the Contractor conform to the terms of the Contract. Contractor shall assist in facilitating the inspection by the Agency. The Agency shall inspect during the BuRRT hours of operation.

Definitions:

1. Acceptable Recyclable Materials: means recyclable materials which the Contractor will accept for processing and marketing, including:
 - a. Newspaper and Inserts (ONP)
 - b. Corrugated Cardboard (OCC)
 - c. Brown Paper Bags
 - d. PET (#1) Plastic Bottles
 - e. HDPE (#2) Natural and Colored Containers
 - f. Aluminum Cans and Foil
 - g. Steel/Tin Cans
 - h. Junk Mail
 - i. Shredded Office Paper
 - j. Other Paper
 - k. Magazines and Catalogs
 - l. Phone Books
 - m. Paperback and Hardcover Books
 - n. Mixed Plastics (#3 - #7), including bottles, jars, yogurt/margarine tubs, deli/salad clamshells; excluding Styrofoam and plastic bags
 - o. Other Rigid Plastic (e.g., toys, laundry baskets, recycling bins, buckets)
 - p. Paperboard/Chipboard (e.g., cereal boxes, egg cartons, beverage packaging material)
 - q. Milk Cartons and Drink Boxes
2. Agency: means the Santa Fe Solid Waste Management Agency.
3. Average Market Value: means a calculation of the value of each ton of the Agency's recyclable materials based upon the current market price of each individual commodity as defined by the designated published regional price indexes agreed upon by the Agency and the Contractor and the percent composition each commodity represents as determined by bi-annual material composition audits. The AMV shall be computed monthly and the updated value will apply to all deliveries within that month.
4. BuRRT facility: means the Buckman Road Recycling and Transfer Station.
5. Contamination: means non-recyclable materials mixed in with acceptable recyclable materials in a commingled, or single stream recycling program. Examples of non-recyclable materials that may contaminate acceptable recyclable materials include trash, garbage, glass, yard waste, household hazardous waste, plastic bags, food waste, Styrofoam, wax coated cardboard, diapers, and medical waste.

6. Contractor: means Town Recycling, LLC.
7. Conventional Recyclable Materials: means items such as newspaper, junk mail cardboard, brown paper bags, PET (#1) plastic bottles, HDPE (#2) natural and colored containers, aluminum cans and steel/tin cans.
8. HDPE (#2) Natural and Colored Containers: means high density polyethylene that is used in the production for natural or colored plastic bottles or containers labeled with the #2 symbol for such items as milk jugs and laundry soap bottles.
9. Joint Powers Board (JPB): means the governing body for the Santa Fe Solid Waste Management Agency.
10. Marketing: means creating a market and/or selling recyclable materials to end-markets.
11. Mixed Paper: means mean recovered paper items such as newspaper inserts, junk mail, magazines, telephone books, cereal boxes and other paperboard/chipboard products.
12. MRF: means a Materials Recovery Facility that processes and bales recyclable materials.
13. Non-Conventional Recyclable Materials: means items such as #3-#7 plastics, other rigid plastics, milk carton, aseptic containers and drink boxes.
14. PET (#1) Plastic Bottles: means polyethylene terephthalate that is used in the production of clear plastic bottles or containers labeled with the #1 symbol for such items as water, soft drinks, sports drinks, food packages and personal care products.
15. Price Indexes: means RISI/PPI paper indexes, SecondaryMaterialsPricing.com and RecyclingMarkets.net.
16. Processing: means the process of separating, cleaning, treating, and reconstituting post-consumer material(s) that would otherwise be disposed of as solid waste, but does not include incineration or other similar processes.
17. Recycling: means any process by which recyclable materials are collected, separated, processed and reused or returned to use in the form of raw materials or products.
18. Registered Recycling Facility: means a MRF that has been registered with the NMED and its registration is current.
19. Residual: means a portion of acceptable recyclable materials that is not captured during the MRF processing (e.g., incidental, under-recovered). Residual is not the same as Contamination.
20. Secondary/Downstream Processor: means a company that purchases mixed grades of material (e.g., mixed paper, mixed plastics, mixed metals) with the intent to further separate

this mixed material into sellable grades of commodity for sale in the market, either at their facility or another facility they partner with.

21. Solid Waste: means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, construction, demolition and agricultural operations and from community activities as defined in 20.9.2. NMAC.
22. Ton: means a unit of weight, equivalent to 2,000 pounds.
23. UBC: means used beverage containers made primarily of aluminum such as soda cans, juice cans, vegetable juice cans, and beer cans.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: May 14, 2021
Subject: Request for Approval of Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for On-Call Engineering Services for the Santa Fe Solid Waste Management Agency in the Amount of \$161,872 (RFP No. '21/11/P)

BACKGROUND AND SUMMARY

On January 4, 2021, the Agency issued Request for Proposal (RFP) No. '21/11/P for on-call engineering services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). The following firms responded to the RFP on February 9, 2021.

- CDM Smith, Inc.
- Parkhill
- Wood Environmental & Infrastructure Solutions, Inc.

The evaluation criteria and weighted values consisted of the following: specialized design and technical experience (20%); capacity and capability (20%); past record of performance (20%); proximity to or familiarity with the Agency (20%); New Mexico produced work (10%), current volume of work with the Agency not 75% complete (5%), and innovativeness of the proposal (5%).

Based upon the evaluation criteria, the evaluation committee selected CDM Smith by consensus. Agency staff entered into negotiations with CDM Smith for the Scope of Services included as Exhibit A of the Professional Services Agreement.

The Scope of Services includes these tasks for Year 1 of the Agreement.

- Task 1: BuRRT Glass Crushing Area Improvements
 - Project Management
 - Bidding Phase Services
 - Construction Phase Services
- Task 2: Landfill Management Plans Closeout
- Task 3: Landfill Section 404 Evaluation
 - Project Management
 - Section 404 Evaluation
- Task 4: Landfill Survey #1 – Topography and Volumetrics
 - Project Management
 - Topographic Survey
 - Volumetrics
- Task 5: Landfill Survey #2 – Topography and Volumetrics

- Project Management
- Topographic Survey
- Volumetrics
- Task 6: Landfill Inbound Scale Replacement
 - Project Management
 - Specifications Package
 - Bidding Phase Services
 - Construction Phase Services
- Task 7: Landfill Operational Support
 - Project Management
 - GPS Assistance and Data
- Task 8: Miscellaneous Engineering Services

The Scope of Services identifies future tasks for Year 2 through 4.

- Landfill Maintenance Shop Floor Restoration
- Landfill Operational Support
- BuRRT Roof Rehabilitation
- BuRRT Facility Management Plan Updates
- BuRRT Transfer Station Tunnel Scale Installation
- Landfill Design, Construction Plans & Specifications, Construction Oversight

The Scope of Services also includes additional tasks that could be incorporated within the next four years of the Agreement, should the need arises.

- Additional Landfill Design, Construction Plans & Specifications, Construction Oversight
- Landfill Access Road Pavement Rehabilitation
- BuRRT – Concrete Scrap Tire Containment Area
- Solid Waste Facility Permit Documents
- Facility Corrective Action/Remedial Issues
- Additional General Engineering Services
- Feasibility Studies/Strategic Planning
- Technical Services/Renewables

Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

Funding is available from 810.100700 (Operating Fund Cash Balance).

ACTION REQUESTED

The Agency is requesting the Board approve the Professional Services Agreement with CDM Smith for on-call engineering services in the amount of \$161,872.

The Agency also requests approval of a \$35,825 budget increase to 8100852.510320 (Engineering Services) from 810.100700 (Operating Fund Cash Balance) for Task 1.

The Agency also requests approval of a \$126,047 budget increase to 8100851.510320 (Engineering Services) from 810.100700 (Operating Fund Cash Balance) for Tasks 2-8.

Attachments: 1) Budget Adjustment Request
2) Professional Services Agreement with CDM Smith Inc.
3) RFP No. '21/11/P (Without Appendices)

M:\Memo\052021.1

ATTACHMENT 1

Budget Adjustment Request

Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
SFSWMA					5/14/2021
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Engineering Services	8100852	510320		35,825	
Engineering Services	8100851	510320		126,047	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 161,872	\$ -

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
810	(161,872)
TOTAL:	(161,872)

To transfer funding from operating cash to fund for on-call Engineering Services to CDM Smith

Cash is available in the Operating Fund (810.100700)

Emily Pisula 5/14/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

*{Use this form for Finance Committee/
City Council agenda items ONLY}*

CITY COUNCIL APPROVAL

Joint Powers Board

Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ \$5,000}* Date

City Manager *{≤ \$60,000}* Date

ATTACHMENT 2

**Professional Services Agreement
with
CDM Smith Inc.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(Engineering Services – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“Contractor”) for engineering services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Sixty-One Thousand Eight Hundred Seventy-Two Dollars and No Cents (\$161,872.00).

B. 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 Agency of detailed statements containing a report of services completed. Compensation shall be paid only for

services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2022, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the

date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

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

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **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 Agency's prior written approval.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

10. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

11. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

12. RELEASE

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

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$2,000,000 for each claim.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

14. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, City of Santa Fe Finance Department, and the

State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color,

national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

23. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: Mr. Robert A. Fowlie, P.E., BCEE
Client Services Leader
CDM Smith Inc.
6001 Indian School Road NE, Suite 310
Albuquerque, NM 87110

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

24. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Robert A. Fowlie, P.E.
Client Services Leaser
CDM Smith Inc.

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

May 5, 2021

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal for Year 1 On-Call Engineering Services

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Year 1 of our On-Call Engineering Services Contract. This Task Order Proposal includes the scope of work and budgets for Year 1 Tasks discussed with SFSWMA during our conference call on 3/1/2021; and updated based on our call on 4/29/2021 and your email dated 5/4/2021. A general summary of anticipated tasks for Years 2, 3, 4, and Future Tasks are also included herein.

The following tasks are anticipated to be completed during Year 1 of the Contract:

- Task 1.0 BuRRT Glass Crushing Area Improvements
- Task 2.0 Landfill Management Plans Closeout
- Task 3.0 Landfill Section 404 Evaluation
- Task 4.0 Landfill Survey #1-Topography & Volumetrics
- Task 5.0 Landfill Survey #2-Topography & Volumetrics
- Task 6.0 Landfill Inbound Scale Replacement
- Task 7.0 Landfill Operational Support
- Task 8.0 Miscellaneous Engineering Services

The following sections detail the Task Orders identified above. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.





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Year 1 Tasks

Task 1.0 BuRRT Glass Crushing Area Improvements

The glass crushing operation is located on the southwest side of the BuRRT facility and includes glass crushing equipment, as well as concrete bunkers and an asphalt apron. CDM Smith recently completed construction plans and specifications for the BuRRT glass crushing area improvements project (ITB 21/13/B). The improvements consisted of constructing a reinforced concrete bunker to store glass bottles for crushing; repairs to the existing concrete bunkers; new asphalt pavement; and general cleanup of the area. The new concrete bunker will have steel plates on the inside, similar to the push walls in the transfer station. The purpose of this task is to complete the next project phase including bid and construction phase services, which are detailed below.

1.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

1.2 Bidding Phase Services

- CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:
- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to two addenda).
- Evaluate the bids and recommend award

1.3 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting
- Review contractor's submittals
- Respond to contractor's requests for information (RFIs)
- Prepare and review change orders



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- Review and approval of contractor's applications for payment
- Answer contractor's questions during construction
- Perform two onsite inspections during construction
- Perform one onsite walkthrough at substantial and final completion
- Prepare record drawings

Assumptions:

- No further design work is required
- Construction Plans & Specifications are ready for Bidding Phase
- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Plans & Specifications to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- Meetings (pre-bid and pre-construction) will be virtual
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor
- CDM Smith will make three site inspection visits, two during construction, and one for substantial completion
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- Project timeline will not exceed 4 months. Schedule extensions may result in additional costs.
- Full-size hard copies of construction plans will not be provided
- Record drawings be provided in a reduced hard copy format (11 x 17-inches) along with an electronic copy.



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Deliverables:

- Monthly progress reports and invoices (via email)
- Up to two addenda
- Recommendation of Award and Bid Tabulation
- One hard copy and one electronic copy (CD) of the Project Files Binder will be provided to SFSWMA for recordkeeping, and will include copies of: submittals, RFIs, change orders, pre-construction meeting agenda/notes, pay applications, daily construction progress reports by Owner, site visits by Engineer, certificate of substantial completion, and record drawings (11 x 17 inches).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual kickoff meeting with SFSWMA to plan the schedule for bidding and construction. Task 1.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate

Task 1, BuRRT Glass Crushing Area Improvements project work be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$33,210 excluding NMGRT. The Cost Estimate for Task 1 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 2.0 Landfill Management Plans - Closeout

SFSWMA's Solid Waste Facility Permit for the Caja del Rio Landfill was approved by NMED SWB in 2015 and includes several landfill management plans for the facility. These plans were prepared by CDM Smith and Bluewater Environmental Consulting LLC (Bluewater) as part of the permitting effort. SFSWMA is updating select portions of these plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

The Draft Landfill Management Plans were prepared and submitted to SFSWMA on 10/19/2020, and Fill Progression Figures (additional requested scope item) were provided on 2/12/2021. Our work on this project under the Engineering Services 2020 Contract exceeded the upper limit due to additional scope and extended timelines. The purpose of this task is to close out the Landfill Management Plan updates project as described below.



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2.1 Management Plan Closeout

This task includes project management (project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing), and finalization of the Landfill Management Plans. SFSWMA will provide final edits/comments to CDM Smith for the Landfill Management Plans. CDM Smith will prepare a submittal (hard copy and PDF) for the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) review. We anticipate one request for additional information from NMED SWB prior to finalizing the documents.

Assumptions:

- Project timeline will not exceed three months. Schedule extensions may result in additional costs.
- One virtual meeting to review SFSWMA comments on Draft plans
- CDM Smith will respond to one request for additional information from NMED SWB
- A meeting with NMED SWB is not required
- CDM Smith will not be responsible for updating, reviewing, or submitting documents prepared by Bluewater
- A meeting with Bluewater is not required
- No travel is required by CDM Smith staff

Deliverables:

- Monthly progress reports and invoices (via email)
- NMED SWB review – one hard copy will be provided in track changes format for regulatory review and approval, incorporating comments from SFSWMA.
- Final landfill management plan updates (with NMED SWB approval) – 2 hard copies and PDF (CD) to SFSWMA and 2 hard copies to NMED SWB.
- If required, portions of the Final (NMED SWB-approved) plan updates will be provided as PDFs to Bluewater Environmental, LLC in track changes format (via email).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual meeting to review SFSWMA's comments on the Draft Plans. CDM Smith will incorporate SFSWMA's edits and comments and prepare electronic and hard copy submittals for NMED SWB. Once SWB issues comments, CDM Smith



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will update the Plans and re-submit final copies for NMED SWB approval. Task 2.0, Landfill Management Plan project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate

Task 2.0, Landfill Management Plan Closeout will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$5,130 excluding NMGRT. The Cost Estimate for Task 2.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 3.0 Section 404 Evaluation

An arroyo intersects a portion of the undeveloped East Phase of the Caja del Rio Landfill. The United States Army Corps of Engineers (USACE) administers permit applications for sediment discharges associated with projects under Section 404 of the Clean Water Act. The purpose of this task is to determine if a Section 404 Permit will be required for development of the East Phase. CDM Smith will work with our specialty subconsultant, Rocky Mountain Ecology (RME) on the Section 404 Evaluation.

3.1 Project Management

Project management includes project setup, project kickoff, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

3.2 Section 404 Evaluation

RME will conduct a field inspection to delineate the ordinary high-water mark for the arroyo and prepare a Preliminary Request for Jurisdictional Determination (PJD) for submittal to the USACE to initiate the consultation process.

Assumptions:

- A virtual kickoff meeting will be held with SFSWMA, CDM Smith, and RME
- Once USACE provides a determination, a conference call will be held with SFSWMA, CDM Smith, and RME to discuss the next phase of the project, as needed
- This phase of work does not include 404 permitting, notifications, cultural surveys, or biological surveys; if USACE determines that the referenced arroyo is under their jurisdiction, a second phase of work will be proposed to SFSWMA to address USACE requirements.
- Project timeline will not exceed three months. Schedule extensions may result in additional costs.



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Deliverables:

- Monthly progress reports and invoices (via email)
- PJD documentation and submittal to USACE

Schedule

RME can mobilize to complete the site inspection within one week of Notice to Proceed. USACE does not have a regulatory timeline for response to the PJD, though they average 30-45 days. The Task 7.0, Section 404 Evaluation project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate

Task 3.0, Section 404 Evaluation will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$11,450 excluding NMGRT. The Cost Estimate for Task 3.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 4.0 Landfill Survey #1-Topography & Volumetrics

The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith’s specialty subconsultant, Bohannon Huston Inc. (BHI) will complete an aerial topographic survey (Survey #1) for select portions of the Caja del Rio Landfill during the second calendar quarter of 2021. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

4.1 Project Management

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

4.2 Topographic Survey




BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #1 survey areas constitute approximately 150 acres. Survey areas are listed below and depicted on **Figure 1**:

Revised Caja Survey #1

Includes Revised Area for Cells 5/6 (shown in Red)

24

Legend

-  Caja - Survey #1 - NEW Extents for Cells 5/6 Area
-  Caja - Survey #1 Extents
-  Caja del Rio Landfill

Landfill Access Rd





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- Composting Area
- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a
- Cell 5B
- Del Hur Area

4.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #1 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.



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Assumptions:

- Survey limits will remain consistent with those depicted in Figure 1. Changes to survey limits may increase the cost of the survey.
- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule

The schedule for Task 4.0, Landfill Survey #1 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Del Hur is currently performing crushing operations, and once these are completed (anticipated during summer 2021), the survey can be scheduled. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 4.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate

Task 4.0, Landfill Survey #1 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$32,530 excluding NMGRT. The Cost Estimate for Task 4.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 5.0 Landfill Survey #2-Topography & Volumetrics

CDM Smith's specialty subconsultant, Bohannon Huston Inc. (BHI) will complete a second aerial topographic survey (Survey #2) for select portions of the Caja del Rio Landfill during late 2021 or 2022, in consultation with SFSWMA. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

5.1 Project Management

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.



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5.2 Topographic Survey

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #2 survey areas constitute approximately 80 acres. Survey areas are listed below and depicted on **Figure 2**:

- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a

5.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetric calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #2 (as applicable):

- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

Assumptions:



- Survey limits will remain consistent with those depicted in Figure 2. Changes to survey limits may increase the cost of the survey.

Caja del Rio Landfill

Survey #2 Extents, includes

East Phase Cells 7-9 (excavation)
Active Area Cells 6b/6a (disposal)

Legend

- 62  Caja - Survey #1 Extents
-  Caja del Rio Landfill

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Landfill Access Rd

Caja del Rio Landfill





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- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule

The schedule for Task 5.0, Landfill Survey #2 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Due to the later start of Survey #1, this survey may not occur until mid-to-late 2022. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 5.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate

Task 5.0, Landfill Survey #2 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$21,215 excluding NMGRT. The Cost Estimate for Task 5.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 6.0 Landfill Inbound Scale Replacement

The purpose of this Task is to provide SFSWMA with bidding and construction phase services associated with removal of the existing mechanical lever system, and installation of a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells. The existing inbound scale system at the Landfill is a pit-type mechanical scale with a concrete deck. Scale systems include three components: the deck, the weighbridge, and the load cells. SFSWMA would like to replace the existing mechanical lever system and install a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells.

Based on information provided by SFSWMA and the company that maintains and calibrates the scales (Rusty’s Weigh Scales and Service, Inc.), the deck and the weighbridge are in good condition and do not require replacement or repairs. SFSWMA has indicated that Rusty’s will inspect the second headwall in the pit to determine if damages exist during their next calibration visit. If damage to the second headwall exist, repairs to the concrete would be included in the bid package for replacement of the existing scale lever system. CDM Smith’s services will consists of preparing bid documents (request for proposal and specifications) for replacement of the existing mechanical lever system and repairs to the existing concrete headwall, if required.



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6.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

Assumption:

- Project timeline will not exceed four months. Schedule extensions may result in additional costs.

Deliverable:

- Monthly progress reports and invoices (via email)

6.2 Specifications Package

Replacement of the load cells will not require engineering design work, and a construction plan set is not required. The construction bid package will include Specifications which incorporate SFSWMA's standard front ends; as well as technical specifications provided by Mettler Toledo for the Powercell® PDX® load cells. We will also include specifications for concrete repairs if required.

CDM Smith assumes that the electrical source and capacity for the new load cells is available on-site, and that the contractor/scale vendor will provide all electrical connections. Therefore, electrical design modifications are not included in this task order. If electrical design work is required, CDM Smith will work with SFSWMA to develop an appropriate scope of work and budget. The replacement scale will be interfaced to SFSWMA's scale house computer system by the supplier of that system. System interface points will be supplied from the scale manufacturer.

CDM Smith will hold a virtual meeting with SFSWMA to review comments on the specifications package prior to finalizing the documents. CDM Smith will also provide an Engineer's Opinion of Probable Construction Cost.

Assumptions:

- One virtual project kickoff meeting with CDM Smith and SFSWMA
- The specification package for this work will not be prepared until after Rusty's Weigh Scales and Service inspect the concrete headwall during their next calibration visit.
- Engineering design work is not required, and no construction plans will be provided with the bid package
- One virtual review meeting for the Draft Specifications Package

Deliverables:

- Draft/Final Specifications Package (electronic only/PDF)



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- Engineer's Opinion of Probable Construction Cost (electronic only/PDF)

6.3 Bidding Phase Services

CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:

- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to 2 addenda).
- Evaluate the bids and recommend award

Assumptions:

- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Bid Package (Specifications) to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor

Deliverables:

- Up to two addenda
- Recommendation of Award and Bid Tabulation

6.4 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting



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Assumptions:

- CDM Smith will make one site visit during construction
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- The contractor will manage any permitting coordination required

Deliverable:

- One electronic copy (PDF) of the Site Visit Report

Schedule

CDM Smith will prepare the Draft Specifications Package within six weeks of Notice to Proceed. CDM Smith will schedule a conference call with SFSWMA after the Draft is issued. Final comments will be incorporated into the Final Specifications Package and advertised by SFSWMA and plan the schedule for bidding and construction. Once the Contractor is selected, construction phase services are estimated to take 5 days. Task 6.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate

Task 6, Landfill Inbound Scale Replacement project work will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$24,380 excluding NMGRT. The Cost Estimate for Task 6 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 7.0 Landfill Operational Support

SFSWMA requires operational support for the Landfill which may include activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel. The purpose of this Task is to provide operational support for the Landfill’s Trimble Global Positioning System (GPS) on an as-needed basis.

7.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

7.2 GPS Assistance and Data

CDM Smith’s Project Manager and Engineering will work with our Senior Designer/Drafter to coordinate with SFSWMA to prepare topographic data for GPS excavation and buildout of landfill cells and stormwater features.



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Assumptions:

- SFSWMA has calibrated the Trimble GPS system to the site's coordinate system
- GPS assistance is assumed to consist of up to three areas for assistance as defined by SFSWMA; and each request is assumed to required four hours of staff Engineer and eight hours of staff civil Designer/Drafter.

Deliverables:

- Monthly progress reports and invoices (via email)
- Format of deliverables will be 3D models for use with Trimble GPS system, based on Caja del Rio's coordinate system

Schedule

The schedule for assignments under Task 7.0 Landfill Operational Support will be determined on a case-by-case basis.

Cost Estimate

Task 7.0, Landfill Operational Support will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$12,140 excluding NMGRT. The Cost Estimate for Task 7.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 8.0 Miscellaneous Engineering Services

SFSWMA may require additional engineering support from CDM Smith. Under this Task, SFSWMA may request that CDM Smith provide engineering services not previously identified for the Caja del Rio Landfill or for the BuRRT Facility.

8.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

8.2 Engineering Services

Miscellaneous assignments under this Task are intended to be of a limited scope and duration and can be initiated and completed more expeditiously under this authorization.

Assumptions:

- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.



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- Separate task orders will not be prepared for these services.

Deliverables:

- Monthly progress reports and invoices (via email)

Schedule

The schedule for assignments under Task 8.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

Cost Estimate

Task 8.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$10,000 excluding NMGR. The Cost Estimate for Task 8.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Anticipated Tasks for Years 2, 3, 4, and Future Tasks

Year 2 Tasks

The following tasks have been identified by SFSWMA for Year 2 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Maintenance Shop Floor Restoration

The landfill maintenance shop floor currently includes embedded railings. SFSWMA would like to convert a bay area to smooth flooring in order to be able to use a mobile lift unit (i.e., Mohawk mobile column lifts) for equipment maintenance and repairs. This project requires removal of the existing railings, as well as floor repair, to achieve the surface requirements compatible with use of the mobile lift columns. CDM Smith and team member JRMA will assess the current condition of the maintenance shop floor and identify appropriate repair options which consider repair procedure cost, sustainability, and durability.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

BuRRT Roof Rehabilitation

The BuRRT facility's transfer building has a 40,000 square foot roof with thermoplastic polyolefin (TPO) membrane roofing. We understand that SFSWMA may need to rehabilitate the roof, and



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project work would include providing plans and specifications for a contractor to be procured under the CES mechanism. CDM Smith and team member JRMA will inspect the roof to assess the extent of the repairs needed. If damage to the roof is extensive, it is possible the structure may be compromised, and a structural analysis may be required. Depending on the extent of the damage, the CDM Smith team will either specify localized repairs to the roofing, or detail and specify an entirely new roof membrane based on the results of the technical representatives' recommendations.

BuRRT Facility Management Plan Updates

CDM Smith successfully assisted SFSWMA with completing the BuRRT Permit Renewal and Modification in 2017. SFSWMA would like to update will prepare updates to the select portions of the BuRRT plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

BuRRT Transfer Station Tunnel Scale Installation

SFSWMA would like to install a low-profile axle scale in the BuRRT facility loadout tunnel to weigh material as it is being loaded into the trailers. Low-profile axle scales can be as low as 6-inches in height, constructed of steel, and are designed to be installed without the need for a pit or foundation system. Most concrete or even asphalt surfaces are sufficient as long as the material is in good condition and relatively flat. The CDM Smith team will review the design of the existing tunnel floor to confirm that it has the design capacity to accept the additional weight of the scale with a loaded truck. In addition, a review of the tunnel ceiling heights will also need to be conducted to confirm that the truck and trailer have a free and clear unobstructed path on to the scale and through the tunnel.

Year 3 Tasks

The following tasks have been identified by SFSWMA for Year 3 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Design, Construction Plans & Specifications, Construction Oversight

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment,



Mr. Randall Kippenbrock, P.E.
May 5, 2021
Page 20

basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.

Year 4 Tasks

The following tasks have been identified by SFSWMA for Year 4 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Design, Construction Plans & Specifications, Construction Oversight

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

BuRRT Outbound Scale Replacement

SFSWMA would like to replace the outbound scale at BuRRT with a digital Mettler Toledo scale similar to what was installed for the BuRRT facility inbound truck scale by CDM Smith during 2015-16. Our approach for the outbound scale replacement at BuRRT will be similar to the Year 1-Task 2 Landfill Inbound Scale Replacement described earlier in this Task Order.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.



Mr. Randall Kippenbrock, P.E.
 May 5, 2021
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Future Tasks

SFSMWA has identified the following tasks as future tasks that will likely take place outside of the current 4-year On-Call Engineering Services Contract, but could be incorporated within the next four (4) years depending on need:

- Caja del Rio Landfill Design, Construction Plans & Specifications, Construction Oversight
- Caja del Rio Landfill - Access Road Pavement Rehabilitation
- BuRRT - Concrete Scrap Tire Containment Area
- Solid Waste Facility Permit Documents
- Facility Corrective Action/Remedial Issues
- Additional General Engineering Services
- Feasibility Studies/Strategic Planning
- Technical Services/Renewables

Year 1 Cost Estimate Summary

As noted for each of the ten Task Orders proposed for Year 1 of the On-Call Engineering Services Contract, detailed cost estimates are provided in Attachment A. In addition, a summary of the not-to-exceed cost for each Task, including estimated NMGRT, is provided in the table below. The total cost of Tasks 1-10 (Year 1) is \$150,055, excluding NMGRT. NMGRT is estimated to be approximately \$11,817 at the current rate of 7.875%.

Task No.	Name	Cost Estimate	NMGRT	Total Cost Estimate
1	BuRRT - Glass Crushing Area Improvements	\$33,210	\$2,615	\$35,825
2	Landfill Management Plans Closeout	\$5,130	\$404	\$5,534
3	Landfill – Section 404 Evaluation	\$11,450	\$902	\$12,352
4	Landfill Survey #1-Topography & Volumetrics	\$32,530	\$2,562	\$35,092
5	Landfill Survey #2-Topography & Volumetrics	\$21,215	\$1,671	\$22,886
6	Landfill Inbound Scale Replacement	\$24,380	\$1,920	\$26,300
7	Landfill – Operational Support	\$12,140	\$956	\$13,096
8	Miscellaneous Engineering Services	\$10,000	\$788	\$10,788
Totals		\$150,055	\$11,817	\$161,872

NMGRT = 7.875%



Mr. Randall Kippenbrock, P.E.
May 5, 2021
Page 22

Proposal Approval

We appreciate your review of our Task Order Proposal for Year 1 On-Call Engineering Services, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713, or Robert Fowlie (Client Service Leader) at 505.353.3709 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

A handwritten signature in cursive script that reads "Dacia Tucholke".

Dacia Tucholke
Project Manager
CDM Smith Inc.

A handwritten signature in cursive script that reads "Robert A. Fowlie".

Robert A. Fowlie, P.E., BCEE
Associate/Client Service Leader
CDM Smith Inc.

Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2021-2022

cc: File

ATTACHMENT A
Cost Estimate

Cost Estimate
Task 1: BuRRT Glass Crusher Area Improvements
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours										Other Direct Costs	Subconsultant		Markup on Subs Total	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Prof V	Prof I	Designer/Drafter	Sr Designer/Drafter	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$	
Task 1	26	56	40	30	6	12	12	20	14	216	\$32,710	\$500	\$0	\$0	\$33,210	\$2,615	\$35,825
1.1 PM	2	36					12	4	14	68	\$9,450	\$0	\$0	\$0	\$9,450	\$744	\$10,194
1.2 Bid Phase	8	10	10	10	3	4				45	\$7,460	\$0	\$0	\$0	\$7,460	\$587	\$8,047
1.3 Constr Phase	16	10	30	20	3	8		16		103	\$15,800	\$500	\$0	\$0	\$16,300	\$1,284	\$17,584
TOTAL	26	56	40	30	6	12	12	20	14	216	\$32,710	\$500	\$0	\$0	\$33,210	\$2,615	\$35,825

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Designer/Drafter	Sr Designer/Drafter	Sr Contract Admin	Clerical	Project Controls
Fowle	Tucholke	Hahn	Bicknell	Johnson	Anderson	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$160.00	\$160.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 2: Landfill Mangement Plans Closeout
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours						Other		Subconsultant		Markup on Subs	Subtotal	NMGR	TOTAL
	Project Manager	Designer/Drafter	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Direct Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$		\$	\$	\$	\$	\$
Task 2	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534
2.1 LF Plans Closeout	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534
TOTAL	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534

Labor Rates

Project Manager	Designer/Drafter	Sr Contract Admin	Clerical	Project Controls
Tucholke	Doak	Scott	Fitch	Paturkar
\$175.00	\$140.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
 Task 3: Section 404 Evaluation
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL	
	Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals	Direct	Name	Total	on Subs				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Costs	RME	\$	\$	\$	\$	\$	
Task 3	1	24	8	4	2	8	47	\$6,500	\$0		\$4,500	\$450	\$11,450	\$902	\$12,352
3.1 PM	1	24	8	4	2	8	47	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
3.2 RME							0	\$0	\$0		\$4,500	\$450	\$4,950	\$390	\$5,340
TOTAL	1	24	8	4	2	8	47	\$6,500	\$0		\$4,500	\$450	\$11,450	\$902	\$12,352

Labor Rates

Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowlie	Tucholke	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 4: Landfill Survey #1 Topography and Volumetrics
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours										Other		Subconsultant		Markup on Subs	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals	Direct	Costs	Name	Total					Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	\$	\$
Task 4	1	24	2	12	14	6	4	2	6	71	\$10,530	\$0		\$20,000	\$2,000	\$32,530	\$2,562	\$35,092
4.1 PM	1	12				6	4	2	6	31	\$4,030	\$0		\$0	\$0	\$4,030	\$317	\$4,347
4.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
4.3 BHI										0	\$0	\$0		\$20,000	\$2,000	\$22,000	\$1,733	\$23,733
TOTAL	1	24	2	12	14	6	4	2	6	71	\$10,530	\$0		\$20,000	\$2,000	\$32,530	\$2,562	\$35,092

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowle	Tucholke	Gabel	Weispfenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier	0%
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Sub Multiplier	10%
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Cost Estimate
Task 5: Landfill Survey #2 Topography and Volumetrics
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours											Other Direct Costs	Subconsultant		Markup on Subs Total	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals			Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	\$	\$
Task 5	1	24	2	12	14	6	1	2	6	68	\$10,215	\$0		\$10,000	\$1,000	\$21,215	\$1,671	\$22,886
5.1 PM	1	12				6	1	2	6	28	\$3,715	\$0		\$0	\$0	\$3,715	\$293	\$4,008
5.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
5.3 BHI										0	\$0	\$0		\$10,000	\$1,000	\$11,000	\$866	\$11,866
TOTAL	1	24	2	12	14	6	1	2	6	68	\$10,215	\$0		\$10,000	\$1,000	\$21,215	\$1,671	\$22,886

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowlie	Tucholke	Gabel	Weispfenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 6: Landfill Inbound Scale Replacement
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours								Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT (7.875%)	TOTAL	
	Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Name	Total					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$		
Task 6	28	48	8	38	12	16	16	166	\$23,880	\$500		\$0	\$0	\$24,380	\$1,920	\$26,300
6.1 PM	2	24			12		16	54	\$7,140	\$0		\$0	\$0	\$7,140	\$562	\$7,702
6.2 Specs Package	8	8	8	16				40	\$6,240	\$0		\$0	\$0	\$6,240	\$491	\$6,731
6.3 Bid Phase	4	8		8				20	\$3,120	\$0		\$0	\$0	\$3,120	\$246	\$3,366
6.4 Constr Phase	14	8		14		16		52	\$7,380	\$500		\$0	\$0	\$7,880	\$621	\$8,501
TOTAL	28	48	8	38	12	16	16	166	\$23,880	\$500		\$0	\$0	\$24,380	\$1,920	\$26,300

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls
Fowle	Tucholke	Hahn	Bicknell	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 7: Landfill Operational Support
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other Direct Costs	Subconsultant		Markup on Subs Total	Subtotal	NMGRT (7.875%)	TOTAL	
	Contract Officer	Project Manager	Prof III	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Name	Total					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$		
Task 7	2	26	12	24	8	10	82	\$12,140	\$0		\$0	\$0	\$12,140	\$956	\$13,096
7.1 PM	2	20			8	10	40	\$5,570	\$0		\$0	\$0	\$5,570	\$439	\$6,009
7.2 GPS		6	12	24			42	\$6,570	\$0		\$0	\$0	\$6,570	\$517	\$7,087
TOTAL	2	26	12	24	8	10	82	\$12,140	\$0		\$0	\$0	\$12,140	\$956	\$13,096

Labor Rates

Contract Officer	Project Manager	Prof III	Sr Design/ Drafter	Sr Contract Admin	Project Controls
Fowlie	Tucholke	Weisfenning	Anderson	Scott	Paturkar
\$230.00	\$175.00	\$140.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 8: Miscellaneous Engineering Services
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours								Other Direct Costs	Subconsultant		Markup on Subs Total	Subtotal	NMGRT (7.875%)	TOTAL
	Project Manager	Prof III	Prof I	Sr Design/Drafter	Sr Contract Admin	Project Controls	Labor Totals			Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$	\$	
Task 8	16	16	14	13	8	8	75	\$10,000	\$0		\$0	\$0	\$10,000	\$788	\$10,788
8.1 PM	16				8	8	32	\$4,280	\$0		\$0	\$0	\$4,280	\$337	\$4,617
8.2 Eng		16	14	13			43	\$5,720	\$0		\$0	\$0	\$5,720	\$450	\$6,170
TOTAL	16	16	14	13	8	8	75	\$10,000	\$0		\$0	\$0	\$10,000	\$788	\$10,788

Labor Rates

Project Manager	Prof III	Prof I	Sr Design/Drafter	Sr Contract Admin	Project Controls
Tucholke	Weispfenning	Bicknell	Anderson	Scott	Paturkar
\$175.00	\$140.00	\$100.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2021-2022



ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2021-2022

On-Call Engineering Contract

Santa Fe Solid Waste Management Agency

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$140
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$165
PROFESSIONAL VI	\$175
PROFESSIONAL VII	\$200
SR TECHNICAL SPECIALIST	\$230
SENIOR TECHNICAL CONSULTANT	\$240
CONTRACT OFFICER	\$230
DESIGNER/DRAFTER	\$140
SENIOR DESIGNER/DRAFTER	\$160

PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$65
CLERICAL	\$85
SENIOR PROCUREMENT SPECIALIST	\$105
SENIOR CONTRACT ADMINISTRATOR	\$120

ATTACHMENT 3

RFP '21/11/P


**On-Call Engineering Services for
Santa Fe Solid Waste Management Agency**

(Without Appendices)



149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850
www.sfswma.org

ADDENDUM No. 1
to
RFP No. '21/11/P

Date: January 29, 2021
To: All Interested Offerors
From: Randall Kippenbrock, P.E., Executive Director 
Re: RFP No. '21/11/P – On-Call Engineering Services for the Santa Fe Solid Waste Management Agency

This addendum containing the following revisions, additions, and/or clarifications to Request for Proposal No. '21/11/P are hereby made a part of the RFP documents for the above referenced proposal as fully and as completely as though the same were included therein.

Questions/Clarifications:

Regarding RFP No. '21/11/P, p. 16 of the RFP (PDF page 19) lists the "Proposal Submittal Requirements", and under the section for "Additional proposal contents", the 4th bullet requires a "Copy of Santa Fe County Business License". We contacted Santa Fe County to obtain a business license, however we were notified that the County only issues business licenses to businesses located within the County, so we are not eligible. Could the Agency provide clarification on the requirement for a Santa Fe County Business License? Would the Agency want a copy of our City of Santa Fe Business License included in our Proposal?

Response: Page 16, Proposal Submittal Requirements, "Additional proposal contents", 4th bullet, "Copy of Santa Fe County Business License" is stricken from the requirement of being provided as an attachment to the proposal. A copy of the City of Santa Fe Business License will be required for a contract to be awarded; however, this can be provided during contract negotiations.

This Addendum must be signed and returned with your proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of Addendum No. 1 to RFP No. '21/11/P is hereby acknowledged

Authorized Signature

Date

Company Name

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

**ON-CALL ENGINEERING SERVICES
FOR
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

RFP No. '21/11/P

DUE:

**FEBRUARY 9, 2021
3:00 p.m.**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov**

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. '21/11/P

Competitive sealed proposals will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency ("Agency") until 3:00 p.m. Mountain Time on Tuesday, February 9, 2021 for:

ON-CALL ENGINEERING SERVICES FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified firms interested in providing on-call engineering services. The RFP process includes Qualifications-Based Selection - a procurement method that results in the selection of the best qualified and competent engineering firm most suitable to the needs of the Agency.

A **mandatory** pre-proposal meeting will be held via Webex on Thursday, January 14, 2021, at 10:00 a.m. It is the Offeror's responsibility to ensure that they have reviewed all aspects of the RFP document before the meeting.

Join Meeting

Meeting number (access code): 126 252 6151

Meeting password: JQthTWcn827

A pre-proposal site visit is **non-mandatory**. Due to the ongoing COVID-19 pandemic, Offerors requesting a site visit must notify the Agency by emailing to Danita Boettner, Procurement Manager at dboettner@sfswwma.org with the RFP number and Offeror name in the subject line. The email body must include the RFP number and title, and Offeror's representative name for the site visit, including telephone and email address. To maintain social distancing protocol, the Agency will conduct a separate site visit for each Offeror.

All questions related to this RFP must be submitted in writing via email to Danita Boettner, Procurement Manager, at dboettner@sfswwma.org. No oral interpretations of the RFP document will be binding. Any revisions to be incorporated into this RFP document will be established in writing by addendum(s) before the proposal due date.

The RFP and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

Proposals must be submitted to the Central Purchasing Office via email at Purchasing@santafenm.gov. Courier and hand deliveries of proposals will not be accepted. Late proposals will not be accepted under any circumstances.

Proposals may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole.

The Offeror's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Agency is an Equal Employment Opportunity employer and will not discriminate against applicants and employees on the basis of race, color, ethnicity, national origin, age, religion, sex, sexual orientation, gender identity, disability or genetic information. The successful Offeror will be required to conform to the Equal Opportunity Employment Act.

ATTEST:

Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on December 30, 2020
To be published on January 4, 2020

Received by the Albuquerque Journal on December 30, 2020
To be published on January 4, 2020

PROPOSAL SCHEDULE

RFP No. '21/11/P

EVENT	DATE
Advertisement	January 4, 2020
Issuance of RFP	January 4, 2020
Mandatory Pre-Proposal Meeting Via Webex	January 14, 2021, at 10:00 a.m. Mountain Time
Acknowledgment of Receipt	January 14, 2021
Non-Mandatory Site Visit	By Appointment
Deadline to Submit Additional Questions	January 28, 2021
Response to Written Questions and Any Addendum	February 2, 2021
Receipt of Proposals	February 9, 2021, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	February 16, 2021
Selection	February 17, 2021
Negotiations	February 18, 2021
Recommendation of Award to Joint Powers Board	March 18, 2021

The Agency reserves the right to modify the dates and times mentioned above or withdraw the RFP due to significant justification(s) in the Agency's best interest.

INFORMATION FOR OFFERORS

1. RECEIPT OF ELECTRONIC PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites Offeror(s) to submit their proposal electronically. Proposals will be received by the Central Purchasing Office of the City of Santa Fe until **3:00 p.m. Mountain Time on Tuesday, February 9, 2021.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late proposals will be accepted under any circumstances. Offeror should include some lead-time for email delivery as late-delivered proposals will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

RFP No. - '21/11/P

RFP Title - On-Call Engineering Services for Santa Fe Solid Waste Management Agency

The RFP number and title, and Offeror's name and address must be included in the content of the email.

No Offeror may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST FOR PROPOSALS

The RFP is available in electronic version from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the Central Purchasing Office's version shall govern.

3. ACKNOWLEDGMENT OF RECEIPT

To have their firm placed on the procurement distribution list, potential Offerors shall email the Acknowledgement of Receipt of Request for Proposals Form (see Appendix A) to Danita Boettner, Procurement Manager, at dboettner@sfswwma.org. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on January 14, 2021.

The procurement distribution list will be used to distribute written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's firm name will not appear on the distribution list.

4. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify their proposal.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Proposals must be in Word or PDF format.

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the deadline for receipt of proposals by emailing a written notice to Purchasing@santafenm.gov. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

6. INTERPRETATIONS AND ADDENDA

No oral interpretation of the meaning of any section of the RFP will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or January 28, 2021.

Any and all such interpretations and any supplemental instruction will be in written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors known by the Agency to have received a complete RFP not later than three (3) days prior to the date set for receipt of proposals or February 2, 2021. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswwa.org or website https://www.santafenm.gov/bids_rfps.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the proposal deadline or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

7. LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this RFP shall apply to the RFP throughout, which will be deemed to be included in the RFP the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

All proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential.

Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is generally restricted to confidential financial information about the Offeror's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on disclosing confidential data.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of Offerors interviewed.

10. FINALIZE CONTRACT

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on March 18, 2021; however, the meeting's date is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Joint Powers Board approval.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, and any or all proposals may be rejected in whole or in part, when it is in the Agency's best interest. A determination containing the reasons shall be made part of the project file (Section 13-1-131 NMSA 1978).

13. PROTEST DEADLINE

Any protest by an Offeror must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Offeror during the pendency of the protest.

14. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

15. AGENCY RIGHTS

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

16. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval before the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

17. OWNERSHIP OF PROPOSALS

All documents submitted in response to this RFP shall become the property of the Agency. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

18. EMAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (email). The Offeror must have a valid email address to receive correspondence (See also Section 3 - Acknowledgment of Receipt Form and Appendix A).

19. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)

Offeror will be required to submit their proposal such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Offeror will be required to comply with the ordinances to the extent applicable, and any subsequent changes to the ordinances throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

Resident Business Preference: To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits a copy of a valid Resident Business certificate with its proposal, five (5) percent of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

Resident Veteran Business Preference: To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

The resident business preference is not cumulative with the resident veteran business preference.

Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form (see Appendix C), pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

21. PROCUREMENT UNDER EXISTING CONTRACTS

Offeror shall be made aware that other central purchasing offices may utilize the Professional Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

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DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
4. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **City:** means the City of Santa Fe.
7. **Close of Business:** means 5:00 p.m. Mountain Time.
8. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means the Agency's Professional Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
10. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
11. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
12. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria are sufficiently high to merit further consideration by the Evaluation Committee.
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Landfill:** means the Caja del Rio Landfill.
15. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).

16. **Non-responsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
17. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
19. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the Chief Procurement Officer (Section 13-1-76 NMSA 1978).
20. **Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
21. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
22. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
23. **Responsible Offeror:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’s financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
24. **Responsive Offer:** means an offer that conforms materially to the requirements in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).
25. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
26. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the Offeror’s proposal.
27. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

BACKGROUND

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements (JPA) Act (Sections 11-1-1 through 11-1-7 NMSA 1978). Since 1995, the JPA delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill), which is located at 149 Wildlife Way, Santa Fe, NM.

The Agency property boundary encompasses 646.4 acres of which 495 acres is within the boundary of the Landfill.

In 2006, under a lease agreement with the City of Santa Fe, the Agency took over the operation of the Buckman Road Recycling and Transfer Station (BuRRT), which is located at 2600 Buckman Road, Santa Fe, NM.

The Agency is requesting proposals from qualified engineering firms to provide on-call engineering services for the Landfill and BuRRT.

Caja del Rio Landfill (Landfill):

On November 25, 2015, the New Mexico Environmental Department (NMED) issued the Landfill Solid Waste Facility Permit No. SWB-0226357. The 20-year permit is for acceptance of municipal solid waste, and construction and demolition (C&D) debris. The NMED also issued the Landfill Special Waste Permit No. SWB-0226358 (SP) for acceptance of six special waste categories: sludge, industrial solid waste, petroleum-contaminated soil, a spill of a chemical substance or commercial product, treated formerly characteristic hazardous waste, and special waste not otherwise specified (wash sump).

The Landfill accepts green waste, manure, and food waste for composting.

The Landfill receives approximately 450 to 500 tons per day of waste. In 2019, the Landfill processed 165,500 tons of waste.

All cells (Cells 1 through 6B) within the lined area of the West Phase of the Landfill have been constructed in accordance with *20.9.1 NMAC* and the current permit requirements, including the lining system, leachate collection system, and other design features associated with the Landfill.

The current disposal area is Cell 6B. The expected life of the cell is approximately five years.

The Landfill permit increased the final grade elevation in the West Phase to approximately 30 feet above the current elevation for a vertical extent of 85-95 feet above ground. As to date, the remaining life of the vertical expansion of the West Phase is 17 years (depending on disposal rate).

The Landfill permit added 54 acres lined landfill area in the East Phase for MSW and C&D disposal with a vertical extent of 70 to 110 feet above ground level and 115 to 135 feet below

ground level. The East Phase extended the life of the Landfill by 25 - 32 years (depending on disposal rate).

The Landfill operating hours are 7:00 a.m. to 5:00 p.m., Monday – Saturday.

The Landfill is situated along the Caja Del Rio Plateau, approximately 1.5 miles north of the confluence of the Arroyo de los Frijoles and the Arroyo Calabasas. The existing drainage basin encompassing the Landfill extends both northeast and northwest, with the Landfill located in the center. Drainage across the Landfill is from northeast to south and from northwest to south at a grade of approximately two percent. Stormwater run-on from the eastern portion of the drainage basin flows to a defined watercourse, which intercepts the existing landfill drainage along the east side and exits on the Landfill's south side. The flow from the western portion of the drainage basin is diverted around the Landfill and discharges to the Landfill's south side.

Buckman Road Recycling and Transfer Station (BuRRT):

On June 12, 2017, the New Mexico Environmental Department (NMED) issued BuRRT Solid Waste Facility Permit No. SWM-261707. The 20-year permit is for acceptance of municipal solid waste collected by government entities, private haulers, and residents. The permit allows BuRRT to divert these materials from disposal:

- Mixed recyclables
- Household hazardous waste (HHW)
- Universal waste – batteries and mercury lamp bulbs
- Scrap metal/white goods
- Scrap tires
- Green waste
- Electronic waste (e-waste)
- Glass

BuRRT receives an average of 345 customers per day. In 2019, BuRRT processed 38,844 tons of materials. The following is the breakdown of the materials.

Municipal solid waste/C&D debris – 8,845 tons
Mixed recyclables – 10,225 tons
Green waste – 7,254 tons
Glass – 1,838 tons
Scrap tires – 280 tons
Scrap metal – 248 tons
E-waste – 102 tons
HHW – 52 tons

The BuRRT operating hours are 8 a.m. to 4:45 p.m., Sunday – Saturday.

SCOPE OF SERVICES

The on-call engineering services are to include, but are not limited to:

The projects performed under this contract may include, but not be limited to, these types of services. This scope of services is intended to represent the projects that may arise during the term of the contract; however, not all of these services may be required of the Offeror during the contract term. The Offeror may supplement their in-house capability through teaming arrangements.

The Offeror must have solid working knowledge of New Mexico Solid Waste Act (NMSA 1978 Section 74-9-1 through 74-9-43) and the Solid Waste Management Rules (20.9.2 through 20.9.10 NMAC) which governs the management of municipal solid waste in New Mexico. The Offeror may be required to provide these types of municipal solid waste services:

- Design and prepare construction plans and specifications for Landfill components: such as vertical expansion for the West Phase (Cells 1-6B) landfill, stormwater management structures, and erosion control structures. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Design and prepare construction plans and specifications for Landfill facility components, such as maintenance shop concrete floor restoration, building stucco rehabilitation, access road pavement rehabilitation, and inbound scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Design and prepare construction plans and specifications for BuRRT facility components, such as building roof rehabilitation, glass crushing facility upgrade, concrete scrap tire containment area, and outbound scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Perform topographical surveys for the Landfill and BuRRT, as required, including landfill volume calculations using the recognized datum (i.e., NAD 83, NAVD 88) in the Agency's Topographic Survey Protocol. The Agency prefers the use of drone technology to obtain topographical information or aerial photography.
- Operational support, such as modifying or expanding model data used for the Trimble GPS control equipment (currently utilized by the compactors to maximize compaction at the Landfill), basegrade guidance during the excavation of Cells 7-9, and assistance with building access roads and East stormwater channel.
- Update BuRRT management plans, including additional and revised information regarding operational practices at BuRRT, for approval by the New Mexico Environment Department.
- Prepare and submit permit-related documents for approval by the New Mexico Environment Department.
- Evaluate, consult with U.S. Army Corps of Engineers, and, if required, prepare permit documents related to Section 404 of the Clean Water Act (33 U.S.C 1344).
- Prepare, design, and/or implement corrective action programs related to operational and/or remedial issues, if any arise.
- Provide general engineering services for Landfill and BuRRT not previously identified.
- Conduct feasibility studies and develop strategic plans, including data analysis, policy assessments, community engagement, stakeholder meetings, meeting facilitation, and approvals.

- Perform technical services related to waste minimization, recycling, waste-to-energy, and other renewable energy systems.

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PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit their proposals electronically via email to the Purchasing Division at Purchasing@santafenm.gov by **3:00 p.m. Mountain Time on Tuesday, February 9, 2021**. Any proposal received after this deadline will not be considered.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the RFP requirements. Padding the proposal with “boilerplate” material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal
- 2) General Information
- 3) Project Team Members
- 4) Specialized Design and Technical Experience
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) New Mexico Produced Work
- 9) Current Volume of Work with the Agency not 75% Complete
- 10) Innovativeness
- 11) Other Supporting or Resource Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.
- A proposed approach for the on-call engineering services. Also, discuss any important issues the Offeror has identified after reviewing the scope of services provided within this RFP.
- Copy of Santa Fe County Business License.

- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.
- Campaign Contribution Disclosure Form (Appendix B).
- Copy of Local Preference Certificate (Appendix C), if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

The Offeror is advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. The Agency will accept no subcontractor with a suspension or debarment. The Offeror shall be responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the Offeror.

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EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE
RFP No. '21/11/P

The Evaluation Committee will evaluate each proposal based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top-rated Offerors. Interviews may be conducted with the Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Offeror unless extenuating circumstances are documented. Evaluation criteria designated with “*” are required by Section 13-1-120.B NMSA 1978.

EVALUATION CRITERIA	WEIGHTED VALUES (Evaluation Points Available)
1. Specialized Design and Technical Experience*	200
2. Capacity and Capability*	200
3. Past Record of Performance*	200
4. Proximity to or Familiarity with the Agency*	200
5. New Mexico Produced Work*	100
6. Current Volume of Work with the Agency not 75% Complete*	50
7. Innovativeness of Proposal	50
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be given on the basis of the following evaluation criteria as they relate to on-call engineering services for solid waste, recycling, landfills, transfer stations and/or material recovery facilities:

1. Specialized Design and Technical Experience - Provide information about the Offeror’s specific technical experience with similar projects that demonstrate competence to successfully complete the project and type of services required.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications, and locations to perform the work, including any specialized services with time limitations.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry for such factors as cost control, quality of work, and ability to meet schedules. Provide at least three (3) clients where the Offeror provided a similar level of on-call engineering services as described in the potential scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the Agency in which the scope of services is located.
5. New Mexico Produced Work - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico offeror or offerors. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that Offeror or Offerors.
6. Current Volume of Work with the Agency not 75% Complete - Indicate the volume of work the Offeror has previously done for the Agency, which is not seventy-five (75) percent complete regarding professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified offerors while not violating the principle of selecting the most highly qualified offeror.

The Agency is considered a separate entity from the City of Santa Fe and Santa Fe County. Therefore, any work performed for the City and County of Santa Fe should not be included in the proposals. However, for clarification, the City of Santa Fe is the Agency's fiscal agent.

The following formula shall be utilized in assessing scores based on the value of work for projects that are not 75% complete:

\$150,001	and	over	.....	0 points
\$100,001	to	\$150,000	.....	20 points
\$ 50,001	to	\$100,000	.....	40 points
\$ 25,001	to	\$ 50,000	.....	60 points
\$ 1	to	\$ 25,000	.....	80 points
		None	.....	100 points

7. Innovativeness of the Proposal - Describe the innovativeness of the Offeror's proposal that will provide maximum benefits for the Agency while maintaining cost-effective services for the Agency.

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject any Offeror proposal who is not a responsible Offeror or fails to submit a responsive offer.

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EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. '21/11/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Specialized Design & Technical Experience*	20%	_____	_____	200
Capacity & Capability*	20%	_____	_____	200
Past Record of Performance*	20%	_____	_____	200
Proximity to or Familiarity with the Agency*	20%	_____	_____	200
New Mexico Produced Work*	10%	_____	_____	100
Current Volume of Work with the Agency not 75% Complete*	5%	_____	_____	50
Innovativeness of Proposal	5%	_____	_____	50
	Total		=====	1,000

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.


Company Name

Evaluation: _____ Interview: _____ (Please mark appropriate field)

Signature and Title of Evaluator

Date

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 17, 2021
Subject: Request for Approval of Contractual Fee Agreement with Reunity Resources, Inc. of Santa Fe, NM, for the Sale and Transportation of Mulch and Manure under Ordinance 2012-1, Section 5(B)(4)

SUMMARY

The Agency is requesting approval from the Board to reduce the fee for mulch and manure delivered to Reunity Resources, Inc., as special consideration under Ordinance 2012-1, Section 5(B)(4). Section 5 (B)(4) allows for a contractual fee agreement for any materials in a quantity or condition that merit special consideration.

The Agency is also requesting the Board approve the \$100 load fee to transport mulch and manure to the Reunity Resources composting facility at the Santa Fe Community Farm or other Reunity Resources facilities that accept mulch and manure and are within a 25-mile radius of the Agency's facilities.

BACKGROUND

Since January 2016, Reunity Resources has operated a food waste composting facility at the Santa Fe Community Farm on 1829 San Ysidro Crossing.

The Agency determined that the current fee for mulch and manure at \$3.00 per cubic yard would have a negative impact on Reunity Resources' composting program. In order to encourage the growth of food waste composting in Santa Fe, the Agency determined that the fee for the sale of mulch and manure should be lowered from \$3.00 cubic yard to \$4.00 per ton, or approximately \$1.21 per cubic yard, as provided to Payne's Nursery at the Caja del Rio Landfill.

Reunity Resources currently pays the Agency \$100.00 per load of mulch or manure transported in an Agency's walking floor trailer that is delivered to Reunity Resources composting facility at the Santa Fe Community Farm or other Reunity Resources facilities within a 25-mile radius of the Agency's facilities that accept mulch and manure.

Reunity Resources currently purchases 128 cubic yards (2 loads) of mulch and/or manure per month for their composting operation.

ACTION REQUESTED:

The Agency requests the Board to reduce the fee from \$3.00 per cubic yard to \$4.00 per ton for mulch and manure delivered to Reunity Resources for the food waste composting operation under Section 5 (B)(4) of the 2012-1 Fee Ordinance.

The Agency also requests the Board approve the \$100 per load fee to transport mulch and manure to a Reunity Resources composting facility within a 25-mile radius of the Agency's facilities.

Attachment: Services Agreement

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Attachment
Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
REUNITY RESOURCES, INC.
(Material Sales and Transportation Services - 2021)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Reunity Resources, Inc. ("Reunity") for material sales and transportation services of mulch and manure from the Buckman Road Recycling and Transfer Station (BuRRT) to the Reunity Farm or to other Reunity facilities within a twenty-five (25) mile radius of the Agency's facilities that accept mulch and manure. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services and products subject to this Agreement are set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE: LICENSES

A. Reunity represents that it possesses the experience and knowledge necessary to perform composting services and to receive mulch and manure at the Reunity Farm composting facility (formerly Santa Fe Community Farm) or to other Reunity facilities within a twenty-five (25) mile radius of the Agency's facilities that accept mulch and manure.

B. Reunity agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives, and subcontractors throughout the term of this Agreement.

3. COMPENSATION

A. Reunity shall pay to the Agency \$4.00 per ton for mulch and manure.

B. Reunity shall pay to the Agency \$100.00 delivery fee per load of mulch or manure delivered in an Agency's walking floor trailer or high-wall trailer to Reunity's facilities located within a 25-mile radius from the Agency's facilities.

C. The Agency shall invoice Reunity monthly for material sales and transportation services that the Agency has completed. Invoices shall be payable by Reunity within thirty (30) days of the invoice date.

D. Reunity shall be responsible for payment of gross receipts taxes levied by the State of New Mexico and fertilizer/soil conditioner inspection fees.

E. Reunity shall not be compensated for any costs, expenses, or other items associated with this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Reunity. Reunity shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Reunity and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Agency and terminate on May 20, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Reunity. In that event, Reunity shall pay the Agency all outstanding sums due under this Agreement.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Reunity fails to meet the provisions of this Agreement and to hold Reunity liable for any excess costs associated with Reunity's default. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **STATUS OF REUNITY; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Reunity, its agents, and its employees are independent contractors and are not employees of the Agency.

B. Reunity, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Reunity shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Reunity retains in the course of its business.

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

Reunity warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the services provided by the Agency under this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING**

Reunity shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Reunity shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. **RELEASE**

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

12. **INSURANCE**

A. Reunity, 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 of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Reunity has furnished the Agency with a copy

of a Certificate of Insurance or other evidence of Reunity's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Reunity shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Reunity's employees throughout the term of this Agreement.

C. Reunity shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Reunity shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, whether occurring on Agency or Reunity managed or owned property or otherwise, by Reunity or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Reunity shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Reunity agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Reunity shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Reunity

undertakes pursuant to this Agreement 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

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

21. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
 Executive Director
 Santa Fe Solid Waste Management Agency
 149 Wildlife Way
 Santa Fe, NM 87506

CONTRACTOR: Tejinder Ciano
 Executive Director
 Reunity Resources, Inc.
 1000 Cordova Place, #650
 Santa Fe, NM 87505

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

22. **COMPLIANCE WITH LAWS AND REGULATIONS: PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Reunity shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Reunity expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

REUNITY:

Tejinder Ciano
Executive Director
Reunity Resources, Inc.

Date:

APPROVED AS TO FORM

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

The parties agree as follows as to the services and product to be delivered under this Agreement:

- When requested by Reunity, the Agency shall deliver mulch and manure to Reunity's composting facility located at 1829 San Ysidro Crossing, Santa Fe, NM, or another Reunity facility as long as the facility is located within a 25-mile radius from one of the Agency's facilities that accepts mulch and manure.
- The Agency makes no representation or warranties as to the mulch and manure, and Reunity accepts the material as is and as delivered.
- Deliveries will be made when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of mulch and manure delivered to Reunity's facility. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall maintain records of loads and material quantities delivered to Reunity's facility.
- Each load delivered to Reunity's composting facility shall be charged at \$100.00 per load.
- In addition to the transportation charge of \$100.00 per load, material sales for mulch and manure delivered to Reunity's composting facility shall be charged at \$4.00 per ton.

Reunity agrees to provide the following services:

- Reunity shall provide a dedicated area at the composting facility for the Agency to drop off mulch and manure.
- Reunity's staff shall be on-site to ensure the Agency can access the composting facility to deliver materials.
- Reunity shall be responsible for maintaining all necessary permits and licenses for its composting facilities. These permits and licenses shall be subject to inspection by the Agency. Reunity shall also notify the Agency of any non-compliance.
- Reunity shall be responsible for maintaining proper work, safety, and environmental protection standards. Reunity agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Reunity shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: May 16, 2021
Subject: Request for Authorization to Publish Title and General Summary of Ordinance 2021-___, An Ordinance to Repeal and Replace Ordinance 2012-1 Entitled Creating Fees, Rates, and Charges for Use at All Facilities Operated by the Santa Fe Solid Waste Management Agency for the Purpose of Revising Said Ordinance.

SUMMARY

The Agency is requesting Board authorization to publish Title and General Summary of Ordinance 2021-___ . Ordinance 2021-___ will repeal and replace Ordinance 2012-1 entitled Creating Fees, Rates, and Charges for Use at All Facilities Operated by the Santa Fe Solid Waste Management Agency.

The proposed effective date for the ordinance is October 1, 2021.

BACKGROUND

The Agency currently uses tipping fees (rates) established by Ordinance 2012-1 for the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

Over the past nine years, the Agency has experienced increases to operation and maintenance costs associated with the Landfill and BuRRT. Particularly in the past two years, the reserve funds have been used extensively to manage annual under-recoveries.

At the February 18, 2021 JPB meeting, NewGen Strategies and Solutions (NewGen) of Austin, TX, presented the Municipal Solid Waste Cost of Service and Rate Design Study. In the study, using current rates, NewGen projected a cumulative deficit of approximately \$14.5M over five years (FY 20 – FY 25). NewGen forecasted rate revenues will under-recover revenue requirements with deficits starting at \$1.5M in FY 21 and increasing annually to \$4.4M in FY 25.

NewGen’s study included funding requirements for five of the six reserve funds: Equipment Replacement, Landfill Gas Collection System, Cell Development, Capital Improvement Projects and Closure/Post-Closure Care.

With dwindling reserve funds, NewGen stressed the importance to adopt rate increases in FY 22. NewGen also stressed that postponing rate increases, even by a year, will further result in significant under-recoveries.

Table 1 shows the current and proposed rates for the Landfill. Beginning on October 1, 2021, the proposed rates are set incrementally to minimize financial impacts to customers.

Table 1. Landfill Current and Proposed Rates.

Category	FY-21 Current	FY-22 (Jul-Sep)	FY-22 (Oct-Jun)	FY-23	FY-24	FY-25
Landfill	\$ 40.00	\$ 40.00	\$ 42.50	\$ 47.50	\$ 50.00	\$ 52.50
Landfill; vehicles < 18,000 lbs	\$ 50.00	\$ 50.00	\$ 52.50	\$ 57.50	\$ 60.00	\$ 62.50
Sludge	\$ 40.00	\$ 40.00	\$ 52.50	\$ 57.50	\$ 60.00	\$ 62.50
Intermediate Burial	\$ 80.00	\$ 80.00	\$ 82.50	\$ 87.50	\$ 90.00	\$ 92.50
Manure	\$ -	\$ -	\$ 42.50	\$ 47.50	\$ 50.00	\$ 52.50
Tires	\$ 160.00	\$ 160.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Unsecured Load Surcharge	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

Table 2 shows the current and proposed rates for BuRRT. Similar to the Landfill proposed rates, the BuRRT proposed rates are also set incrementally to minimize financial impacts to customers. In addition, NewGen recommended that the Agency begin charging a processing fee on all incoming recyclable materials to support the Materials Recovery Facility (MRF) at BuRRT. The proposed recycling rates for the MRF are based on the direct cost of operating the MRF and allocated share of the indirect costs (i.e., administration, operation and maintenance).

Table 2. BuRRT Current and Proposed Rates.

Category	FY-21 Current	FY-22 (Jul-Sep)	FY-22 (Oct-Jun)	FY-23	FY-24	FY-25
Vehicles - 4,500 GVW	\$ 6.00	\$ 6.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.60
Vehicles - 5,500 GVW	\$ 9.00	\$ 9.00	\$ 10.00	\$ 10.50	\$ 11.00	\$ 11.50
Vehicles - 6,500 GVW	\$ 12.00	\$ 12.00	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50
Vehicles - >6,500 GVW & TR	\$ 50.00	\$ 50.00	\$ 52.50	\$ 57.50	\$ 60.00	\$ 62.20
Green Waste	\$ 20.00	\$ 20.00	\$ 42.50	\$ 47.50	\$ 50.00	\$ 52.50
Recycling	\$ -	\$ -	\$ 150.00	\$ 160.00	\$ 170.00	\$ 180.00
Glass	\$ 15.00	\$ 15.00	\$ 42.50	\$ 47.50	\$ 50.00	\$ 52.20
Tires - Tons	\$ 160.00	\$ 160.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Tires - Passenger	\$ 2.00	\$ 2.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Tires - Commercial	\$ 6.00	\$ 6.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Unsecured Load Surcharge	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

Table 3 details the projected revenues for the Landfill and BuRRT with the assumption that the proposed rates are effective October 1, 2021. The total (projected) revenues align with the total (expense) revenue requirement for each fiscal year.

Table 3. Landfill and BuRRT Projected Revenues.

Category	FY 21 Current	FY 22	FY 23	FY 24	FY 25
LANDFILL					
Landfill	\$ 5,294,940	\$ 5,517,493	\$ 6,350,619	\$ 6,751,710	\$ 7,160,189
Landfill; vehicles < 18,000 lbs	\$ 383,933	\$ 401,528	\$ 445,938	\$ 469,979	\$ 494,458
Sludge	\$ 113,022	\$ 139,508	\$ 164,094	\$ 172,941	\$ 181,948
Intermediate Burial	\$ 1,680	\$ 1,717	\$ 1,856	\$ 1,928	\$ 2,001
Manure	\$ -	\$ 34,361	\$ 58,182	\$ 61,856	\$ 65,599
Tires	\$ 1,680	\$ 2,342	\$ 2,651	\$ 2,678	\$ 2,705
Unsecured Load Surcharge	\$ 2,074	\$ 2,625	\$ 2,094	\$ 2,115	\$ 2,137
Revenues	\$ 5,797,328	\$ 6,099,573	\$ 7,025,433	\$ 7,463,208	\$ 7,909,035
BuRRT					
Vehicles - 4,500 GVW	\$ 94,979	\$ 106,313	\$ 119,911	\$ 129,184	\$ 140,261
Vehicles - 5,500 GVW	\$ 145,851	\$ 158,680	\$ 171,861	\$ 181,846	\$ 192,013
Vehicles - 6,500 GVW	\$ 198,778	\$ 210,854	\$ 225,861	\$ 236,569	\$ 247,468
Vehicles - >6,500 GVW & TR	\$ 682,133	\$ 708,094	\$ 792,297	\$ 835,012	\$ 874,285
Green Waste	\$ 142,485	\$ 261,363	\$ 341,786	\$ 363,372	\$ 385,356
Recycling	\$ -	\$ 1,126,913	\$ 1,615,354	\$ 1,733,476	\$ 1,853,800
Glass	\$ 21,845	\$ 51,904	\$ 69,868	\$ 74,281	\$ 78,325
Tires - Tons	\$ 22,176	\$ 42,998	\$ 34,997	\$ 35,346	\$ 35,700
Tires - Passenger	\$ 5,361	\$ 5,833	\$ 8,122	\$ 8,204	\$ 8,286
Tires - Commercial	\$ 1,833	\$ 2,835	\$ 2,469	\$ 2,494	\$ 2,518
Unsecured Load Surcharge	\$ 15,094	\$ 15,750	\$ 15,245	\$ 15,397	\$ 15,551
Revenues	\$ 1,330,535	\$ 2,691,535	\$ 3,397,770	\$ 3,615,181	\$ 3,833,563
MISCELLANEOUS					
Compost/Mulch Rebate	\$ 10,920	\$ 10,920	\$ 10,920	\$ 10,920	\$ 10,920
Rock Sales	\$ 153,933	\$ 157,500	\$ 157,500	\$ 157,500	\$ 157,500
Glass Rebate	\$ 62,108	\$ 62,475	\$ 62,475	\$ 62,475	\$ 62,475
Scrap Metal	\$ 45,532	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000
Revenues	\$ 272,492	\$ 293,895	\$ 293,895	\$ 293,895	\$ 293,895
Total Revenues	\$ 7,400,355	\$ 9,085,004	\$ 10,717,099	\$ 11,372,284	\$ 12,036,494
Revenue Requirement					
LANDFILL	\$ 4,308,522	\$ 4,511,051	\$ 5,199,888	\$ 5,691,442	\$ 6,191,250
BuRRT	\$ 4,521,923	\$ 4,818,206	\$ 5,270,288	\$ 5,526,506	\$ 5,841,050
Total Revenue Requirement	\$ 8,830,445	\$ 9,330,257	\$ 10,470,176	\$ 11,217,947	\$ 12,032,300

The following is a history of fee ordinances:

- Ordinance 1996-1, original fee ordinance for Caja del Rio Landfill.
- Ordinance 1997-1, replaced Ordinance 1996-1, deleted minimum fee on “dead animals.”
- December 1998, adoption of residential fee schedule to allow small vehicles at the landfill.
- Ordinance 2002-2, established fees for a green waste program due to the pine bark beetle infestation.
- Ordinance 2005-1, replaced Ordinance 1997-1, realigned previous fees along with new fees due to the expansion of BuRRT.
- Ordinance 2009-1 replaced Ordinance 2005-1, established fees for the facilities based on financial modeling.
- Ordinance 2010-1 replaced Ordinance 2009-1, established fees for FY 2010-11 through FY 2012-13 for the facilities based on financial modeling.
- Ordinance 2012-1 replaced Ordinance 2010-1, established fees for the facilities based on financial modeling, created a 3-tier flat fee system for different vehicles at BuRRT, and added debit/credit cards as a method of payment for ticket transactions.

The salient points of Ordinance 2021-___ are:

1. Replaces the Schedule of Fees in “Exhibit A” for services as follows:
 - a. Exhibit A-1 for Schedule of Fees effective October 1, 2021 through June 30, 2022.
 - i. Sets landfill tipping fee at \$42.50/ton for vehicles greater than 18,000 lbs GVW.
 - ii. Sets landfill tipping fee at \$52.50/ton for vehicles less than 18,000 lbs GVW.
 - iii. Sets landfill tipping fee for sludge and other special wastes at \$52.50/ton.
 - iv. Sets minimum load charge at \$10.00 per load.
 - v. Sets transfer station tipping fee at \$52.50/ton for vehicles greater than 6,500 lbs GVW and vehicles with trailers.
 - vi. Sets 3-tier flat fee system for small and mid-sized vehicles weighing less than 6,500 lbs at the transfer station at \$7.00, \$10.00, and \$13.00 per load based on gross vehicle weight.
 - vii. Sets minimum load charge for transfer service at \$7.00 per load.
 - viii. Sets recycling services for the following materials:
 - (1) Recyclable materials excluding glass at \$150.00/ton.
 - (2) Glass, green waste and manure at \$42.50/ton.
 - (3) Contaminated green waste at \$62.50/ton.
 - (4) Televisions and computer monitors at \$10/unit.
 - (5) Universal waste at \$50/ton.
 - (6) Scrap tires at \$250/ton; \$3.00/passenger tire; \$8.00/commercial truck tire.
 - (7) Mercury-containing equipment and lamp at \$0.50/unit.

- (8) Processed and recovered materials at prevailing market price or highest bid price.
 - ix. Sets minimum load charge for recycling services at \$6.00 per load.
- b. Exhibit A-2 for Schedule of Fees effective October 1, 2022 through June 30, 2023.
 - i. Sets landfill tipping fee at \$47.50/ton for vehicles greater than 18,000 lbs GVW.
 - ii. Sets landfill tipping fee at \$57.50/ton for vehicles less than 18,000 lbs GVW.
 - iii. Sets landfill tipping fee for sludge and other special wastes at \$57.50/ton.
 - iv. Sets minimum load charge at \$10.00 per load.
 - v. Sets transfer station tipping fee at \$57.50/ton for vehicles greater than 6,500 lbs GVW and vehicles with trailers.
 - vi. Sets 3-tier flat fee system for small and mid-sized vehicles weighing less than 6,500 lbs at the transfer station at \$7.50, \$10.50, and \$13.50 per load based on gross vehicle weight.
 - vii. Sets minimum load charge for transfer service at \$7.50 per load.
 - viii. Sets recycling services for the following materials:
 - (1) Recyclable materials excluding glass at \$160.00/ton.
 - (2) Glass, green waste and manure at \$47.50/ton.
 - (3) Contaminated green waste at \$67.50/ton.
 - (4) Televisions and computer monitors at \$10/unit.
 - (5) Universal waste at \$50/ton.
 - (6) Scrap tires at \$250/ton; \$3.00/passenger tire; \$8.00/commercial truck tire.
 - (7) Mercury-containing equipment and lamp at \$0.50/unit.
 - (8) Processed and recovered materials at prevailing market price or highest bid price.
- c. Exhibit A-3 for Schedule of Fees effective July 1, 2023 through June 30, 2024.
 - i. Sets landfill tipping fee at \$50.00/ton for vehicles greater than 18,000 lbs GVW.
 - ii. Sets landfill tipping fee at \$60.00/ton for vehicles less than 18,000 lbs GVW.
 - iii. Sets landfill tipping fee for sludge and other special wastes at \$60.00/ton.
 - iv. Sets minimum load charge at \$10.00 per load.
 - v. Sets transfer station tipping fee at \$60.00/ton for vehicles greater than 6,500 lbs GVW and vehicles with trailers.
 - vi. Sets 3-tier flat fee system for small and mid-sized vehicles weighing less than 6,500 lbs at the transfer station at \$8.00, \$11.00, and \$14.00 per load based on gross vehicle weight.
 - vii. Sets minimum load charge for transfer service at \$8.00 per load.
 - viii. Sets recycling services for the following materials:

- (1) Recyclable materials excluding glass at \$170.00/ton.
 - (2) Glass, green waste and manure at \$50.00/ton.
 - (3) Contaminated green waste at \$70.00/ton.
 - (4) Televisions and computer monitors at \$10/unit.
 - (5) Universal waste at \$50/ton.
 - (6) Scrap tires at \$250/ton; \$3.00/passenger tire; \$8.00/commercial truck tire.
 - (7) Mercury-containing equipment and lamp at \$0.50/unit.
 - (8) Processed and recovered materials at prevailing market price or highest bid price.
- d. Exhibit A-4 for Schedule of Fees effective July 1, 2024.
- i. Sets landfill tipping fee at \$52.50/ton for vehicles greater than 18,000 lbs GVW.
 - ii. Sets landfill tipping fee at \$62.50/ton for vehicles less than 18,000 lbs GVW.
 - iii. Sets landfill tipping fee for sludge and other special wastes at \$62.50/ton.
 - iv. Sets minimum load charge at \$10.00 per load.
 - v. Sets transfer station tipping fee at \$62.50/ton for vehicles greater than 6,500 lbs GVW and vehicles with trailers.
 - vi. Sets 3-tier flat fee system for small and mid-sized vehicles weighing less than 6,500 lbs at the transfer station at \$8.50, 11.50, and \$14.50 per load based on gross vehicle weight.
 - vii. Sets minimum load charge for transfer service at \$8.50 per load.
 - viii. Sets recycling services for the following materials:
 - (1) Recyclable materials excluding glass at \$180.00/ton.
 - (2) Glass, green waste and manure at \$52.50/ton.
 - (3) Contaminated green waste at \$72.50/ton.
 - (4) Televisions and computer monitors at \$10/unit.
 - (5) Universal waste at \$50/ton.
 - (6) Scrap tires at \$250/ton; \$3.00/passenger tire; \$8.00/commercial truck tire.
 - (7) Mercury-containing equipment and lamp at \$0.50/unit.
 - (8) Processed and recovered materials at prevailing market price or highest bid price.
2. Updates current definitions and adds new definitions in Section 3 – Definitions.
 3. Updates the schedule of fees, adds flat and unit fees, and expands the list of recyclable materials intended for BuRRT in Section 5 – Establishment of Fee Categories.
 4. Updates the list of prohibited materials in Section 7 - Prohibited Materials.

5. Provides effective date of October 1, 2021 in Section 10 – Effective Date.

ACTIONS REQUESTED

The Agency requests Board authorization to publish Title and General Summary of Ordinance 2021-____, an Ordinance to Repeal and Replace Ordinance 2012-1 Entitled Creating Fees, Rates, and Charges for Use at All Facilities Operated by the Santa Fe Solid Waste Management Agency for the Purpose of Revising Said Ordinance.

Attachments: Proposed Ordinance 2021-_____
Red Line Version of Ordinance 2012-1

ATTACHMENT 1

Proposed Ordinance 2021-_____

1 trunks, stumps, root balls – 3 feet in diameter; large loads exceeding 12,500 pounds GVW; other
2 bulky items as determined by the SFSWMA.

3 **Composted Mulch:** A product produced under a controlled aerobic thermophilic biological
4 decomposition process that meets the New Mexico Department of Transportation quality
5 requirements for composted mulch. Raw materials for composted mulch may include green waste,
6 manure, or food waste.

7 **Commercial Solid Waste:** Waste generated by stores, offices, restaurants, warehouses, and other
8 non-manufacturing activities, excluding household and industrial solid wastes.

9 **Commercial Truck Tires:** Scrap tires with rim size over 20 inches and less than 24.5 inches.
10 Commercial truck tires include semi-truck and trailer tires.

11 **Construction and Demolition (C&D) Debris:** Waste generated by the construction or demolition
12 of a structure and generally considered non-water soluble and non-hazardous. C&D debris can
13 consist of, but is not limited to, steel, brick, concrete, asphalt, roofing materials, pipe, gypsum
14 board, sheetrock, wallboard, lumber, glass, paper, cartons, rubber, and plastics. C&D debris can
15 also include rocks, soil, tree remains, trees and other vegetative matter resulting from land clearing
16 or land development. C&D debris does not include solid waste, garbage, regulated asbestos,
17 hazardous materials, empty containers, liquids, paints, solvents, adhesives, or sealers.

18 **Contaminated Load:** Any load of recyclables or green waste that contains materials other than
19 those specified in an amount exceeding 10% by volume during a visual inspection.

20 **Dead Animals:** Large animals such as cows, pigs, and horses; and small animals such as domestic
21 cats and dogs. Dead animals include wildlife road kills. Animals contaminated with pathogens are
22 considered infectious waste.

1 **Electronic Waste (E-Waste):** Surplus, obsolete, broken or discarded electronic devices including,
2 but not limited to, computers, monitors, keyboards, mice, printers, scanners, various computer
3 peripherals, televisions, security equipment, fax and copy machines, cell phones and telephone
4 equipment.

5 **Executive Director:** The Executive Director of the SFSWMA, as designated by the JPB.

6 **Facilities:** All facilities operated by the SFSWMA including:

7 **Landfill Facility:** Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, NM 87506.

8 **Recycling & Transfer Facility:** Buckman Road Recycling and Transfer Station (BuRRT)
9 at 2600 Buckman Road, Santa Fe, NM 87507.

10 **Food Waste:** Organic matters such as fruits, vegetables, dairy products, meat, fish, poultry, grains,
11 bread, egg shells, coffee grounds, coffee filters and tea bags that can be composted.

12 **Generator:** Any entity or person that produces solid waste by site or location to be shipped to
13 any other site or location, or whose act or process produces a solid waste to first cause it to become
14 regulated.

15 **Glass Aggregate:** Glass bottles and jars that have been pulverized into two grades of aggregate:
16 1/8-inch minus (fine sand) and 3/8-inch minus (glass cullet).

17 **Green Waste:** Vegetative organic matter resulting from landscaping, land maintenance, or
18 agricultural operations. Green waste includes, but is not limited to, cuttings and trimmings from
19 trees, shrubs, flowering plants, or lawns, and similar materials. Green waste does not include
20 weeds, cholla cactus, sod, root balls, tree stumps, tree trunks that exceed 10 inches in diameter, pet
21 waste, household trash, litter, plastic bags, rock, dirt, metal, plastic, paper, pallet, lumber or any
22 type of construction and demolition materials. Green waste must be removed from bags or
23 containers at the time of unloading.

1 **Gross Vehicle Weight (GVW):** The total weight of the vehicle and any trailer, including the
2 occupants and contents.

3 **Hazardous Waste:** Any solid waste meeting the definition of hazardous waste under 40 CFR
4 261.3 that may cause or contribute to an increase in mortality, cause or contribute serious
5 irreversible or incapacitating illness or pose a substantial hazard to human health or the
6 environment when improperly treated, stored, transported, disposed of or otherwise managed.

7 **Household Hazardous Waste (HHW):** Leftover household products such as paints and stains,
8 cleaners, solvents, aerosol cans, poisons, pesticides, garden and pool chemicals, fertilizers, used
9 motor oil, antifreeze and automotive fluids, batteries, smoke detectors, mercury containing lamps,
10 mercury items such as thermostats and thermometers, or fire extinguishers and flares that contain
11 potentially hazardous ingredients that require special handling. HHW does not include asbestos,
12 ammunition, prescription drugs, infectious waste, sharps, or radioactive materials except smoke
13 detectors.

14 **Immediate Burial:** All materials including dead animals requiring immediate and secure
15 disposal.

16 **Industrial Solid Waste:** A special waste generated by manufacturing or industrial processes that
17 is not hazardous waste.

18 **Infectious Waste:** A special waste that carries a probable risk of transmitting disease to humans.
19 Infectious waste includes, but is not limited to, cultures and stocks of infectious agents and
20 biologicals (e.g., cultures from research and industrial laboratories, attenuated vaccines), human
21 pathological wastes (e.g., tissues, organs, or body parts), human blood and body fluids
22 contaminated animal carcasses, contaminated animal bedding, biological wastes, discarded sharps

1 (e.g., hypodermic needles and syringes, scalpels, pipettes), and any other potentially infectious
2 materials).

3 **Joint Powers Agreement (JPA):** The agreement between the City of Santa Fe and Santa Fe
4 County, as amended, that created the SFSWMA and conveys certain authorities and
5 responsibilities to the SFSWMA related to the construction, operation, maintenance, replacement,
6 expansion and closure of a solid waste facility.

7 **Joint Powers Board (JPB):** The governing body of the SFSWMA designated in accordance with
8 the Joint Powers Agreement.

9 **Lamp:** Any bulb or tube portion of an electric lighting device. Types of lamps include fluorescent,
10 high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide.

11 **Mercury-Containing Equipment:** Devices, items, or articles that contain varying amounts of
12 elemental mercury including, but not limited to, thermostats, barometers, temperature and pressure
13 gauges, and mercury switches.

14 **Manure:** Agriculture waste composed of animal waste and animal bedding materials originating
15 at sites approved by the SFSWMA and containing no contamination such as veterinary waste.

16 **Mulch:** Ground green waste of which 100% of material passes a two or four-inch screen.

17 **Owner:** Owner, business owner or corporate owner responsible for waste and/or recyclables being
18 delivered to the facilities for disposal or recycling. The owner, business owner, or corporate owner
19 will be responsible for certifying that all waste and recyclables meet New Mexico Environment
20 Department, Federal, City of Santa Fe and Santa Fe County rules, regulations and ordinances. The
21 owner, business owner, or corporate owner will be responsible for all waste and recycling disposal
22 and processing costs.

1 **Oversized Tires:** Scrap tires with rim size over 24.5 inches. Oversized tires include off-road,
2 farm tractor, industrial and heavy equipment tires.

3 **Passenger Tires:** Scrap tires with rim size of 20 inches or smaller. Passenger tires include tires
4 from motorcycles and ATV's.

5 **Permits:** The permits issued by the New Mexico Environment Department that authorize and
6 direct the respective facility's operations.

7 **Petroleum Contaminated Soil:** The owner/generator of petroleum contaminated soil shall assure
8 that all petroleum contaminated soils are tested under the requirements of the facility's disposal
9 management plan.

10 **Recyclable Materials:** Those materials defined as acceptable for recycling as posted at the
11 facilities. Recyclable materials include, but are not limited to, old newspaper (ONP), old
12 corrugated cardboard (OCC), magazines, junk mail, office paper, cereal boxes, paperback and
13 hardbound books, aluminum cans (UBC), aluminum foil, steel cans, plastic bottles and containers,
14 and glass bottles and jars. Non-recyclable materials include bagged recyclables except shredded
15 office paper in clear bags, plastic bags, tangling items such as garden hoses, rope, wire, and holiday
16 lights, plastic wrap and film, polystyrene foam, to-go containers and cups, flexible packaging,
17 needles, dirty diapers, batteries, household trash, clothing, furniture, pressurized cylinders,
18 electronics, car parts, and scrap metal.

19 **Refrigerant-Containing Appliance:** Any appliance that contains and uses five (5) pounds or less
20 of a Class I chlorofluorocarbon (CFCs), Class II hydrofluorocarbon (HCFCs) or substitute
21 hydrofluorocarbon (HFCs) as a refrigerant and that is used for household or commercial purposes,
22 including any air conditioner, dehumidifier, refrigerator, ice maker, chiller, freezer, drinking water
23 cooler or vending machine.

1 **Regulated Asbestos Waste:** Waste that contains more than one percent asbestos. Categories of
2 regulated asbestos waste include friable asbestos containing material, category I non-friable
3 asbestos containing material that will or has been subjected to sanding, grinding, cutting or
4 abrading, and category II non-friable asbestos containing material that has a high probability of
5 becoming friable.

6 **Residential Waste:** Waste derived from households including single and multiple residences.

7 **Salvaging:** The controlled removal of materials for reuse, recycling, or sale.

8 **Santa Fe Solid Waste Management Agency (SFSWMA):** A joint powers agency created by the
9 JPA and governed by the JPB.

10 **Scavenging:** The uncontrolled and unauthorized removal of any materials from any solid waste
11 facility. Materials salvaged in accordance with the facility's operating permit are excluded.

12 **Schedule of Fees:** The schedule of fees, rates and charges assessed to persons making use of the
13 facilities.

14 **Scrap Metal:** Items made primarily of metal, including household appliances, some building
15 materials, and auto parts.

16 **Scrap Tire:** A tire that is no longer suitable for its originally intended purpose because of wear,
17 damage, defect or obsolescence.

18 **Sludge:** Any solid, semi-solid, or liquid waste generated by a municipal, commercial or industrial
19 waste water treatment plant, water supply treatment plant, or air pollution control facility. Sludge
20 does not include treated effluent from a wastewater treatment plant. The owner/generator shall
21 assure that the sludge is tested under the requirements of 20.9.8.11 and 20.9.8.16 NMAC and as
22 required by the facility's disposal management plan.

1 **Solid Waste:** All putrescible and non-putrescible materials generated or originating from
2 residential, commercial, industrial, mining, community activities, or from agricultural operations
3 that are discarded or rejected, whether (i) as being spent, useless, worthless or in excess to the
4 owners at the time of such discard or rejection, (ii) as having served their intended use, or (iii) for
5 any other reason. Solid waste does not include materials accepted for recycling or reuse or
6 materials specifically prohibited by Section 7 of this ordinance.

7 **Special Waste:** Any solid waste with unique handling, transportation, or disposal requirements
8 to assure protection of the environment and the public health, welfare and safety. Special wastes
9 can be accepted only at the landfill facility. Categories of special waste accepted by the SFSWMA
10 include sludge, petroleum contaminated soils, industrial solid waste, a spill of a chemical substance
11 or commercial product, treated formerly characteristic hazardous wastes and vehicle wash sump
12 waste. Special waste not accepted by the SFSWMA includes regulated asbestos waste, infectious
13 waste, packing house and killing plant offal, and ash.

14 **Spill of a Chemical Substance or Commercial Product:** A special waste generated from the
15 clean-up of a chemical substance or commercial product that is non-hazardous and that is not
16 petroleum contaminated soil.

17 **Treated Formerly Characteristic Hazardous Waste:** A special waste exhibiting one or more
18 hazardous characteristics - ignitability, corrosively, reactivity, and toxicity – that has been treated
19 so that the waste no longer exhibits any hazardous characteristic.

20 **Uncovered / Unsecured Load:** Any load from which litter and debris can blow out of, spill or
21 fall from vehicles or trailers. Roll-off containers and trash compactors transported on roll-off
22 trucks must be secured from the rear with tiedowns, hooks, or an equivalent mechanism as defined
23 in 49 CFR 393.134. A surcharge is assessed for all loads not covered or secured.

1 **Universal Waste:** Certain hazardous wastes produced by households or generators that are
2 handled in a manner differing from the requirements of most hazardous wastes. The universal
3 wastes accepted at the recycling and transfer facility are batteries and mercury-containing
4 equipment.

5 **Vehicle Wash Sump Waste:** A special waste that consists of the non-liquid sediments and
6 residuals retrieved from vehicle wash sumps, such as car and truck washes.

7 **Very Small Quantity Generator (VSQG):** A generator who generates 220 pounds or less per
8 month of hazardous waste or 2.2 pounds or less per month of acutely hazardous waste. A VSQG
9 must identify all the hazardous waste generated and may not accumulate more than 2,220 pounds
10 at any time.

11 **White Goods:** Large household appliances such as stoves, washers, dryers, water heaters,
12 refrigerators, and freezers.

13 **Section 4. GENERAL PROVISIONS**

14 **A. Establishment of Enterprise Fund.** For the purpose of defraying all expenses of
15 receiving, disposing or recycling of solid wastes and recyclables a regional solid waste
16 agency enterprise fund has been created. The SFSWMA shall establish fees, rates and
17 charges designed to recover the cost of services for the services provided. All revenues
18 received from fees, rates and charges shall be credited to the fund. The fund shall pay all
19 direct and indirect operating expenses as well as principal and interest payments and all
20 other costs of bond indebtedness.

21 **B. Authority to Accept Waste and Recyclables:** The SFSWMA shall at all times
22 have the sole and exclusive right to determine whether it shall receive, retain, reject,
23 dispose of or recycle any solid waste or recyclable.

1 **Section 5. ESTABLISHMENT OF FEE CATEGORIES**

2 **A. Schedule of Fees.** The rates, fees and charges assessed to persons making use of
3 the facilities shall be in accordance with the Schedule of Fees and with the service classes
4 described herein. The Schedule of Fees effective October 1, 2021 through June 30, 2022 is
5 hereby adopted by reference and incorporated hereto as Exhibit A-1 and made effective
6 upon adoption of this ordinance. The Schedule of Fees effective July 1, 2022 through June
7 30, 2023 is hereby adopted by reference and incorporated hereto as Exhibit A-2 and made
8 effective upon adoption of this ordinance. The Schedule of Fees effective July 1, 2023
9 through June 30, 2024 is hereby adopted by reference and incorporated hereto as Exhibit
10 A-3 and made effective upon adoption of this ordinance. The Schedule of Fees effective
11 July 1, 2024 is hereby adopted by reference and incorporated hereto as Exhibit A-4 and
12 made effective upon adoption of this ordinance. In accordance with the Gross Receipts
13 and Compensating Tax Act, Section 7-9-4.3, NMSA 1978, a governmental gross receipts
14 tax of up to 5% shall be imposed on each billing rendered in accordance with this
15 ordinance.

16 **B. Service Classes.**

17 **1. Landfill Service.** Mixed or separated solid waste intended for disposal at
18 the Caja del Rio Landfill Facility. Landfill service is generally restricted to those
19 vehicles which exceed 12,500 pounds GVW. The fee is established on the basis of
20 weight as determined by the landfill facility and charged to the nearest twenty (20)
21 pounds.

22 **2. Transfer Service.** Mixed or separated solid waste delivered to the
23 Buckman Road Recycling & Transfer Station Facility and intended for transfer to

1 the landfill facility. Transfer service is generally restricted to vehicles which do
2 not exceed 12,500 pounds GVW. The fee is established on the basis of load (flat)
3 fee or weight as determined by the recycling & transfer facility and charged to the
4 nearest twenty (20) pounds.

5 **3. Recycling Service.** Recyclable materials, green waste, scrap tires, e-waste,
6 HHW, universal wastes, refrigerant-containing appliances, white goods or scrap
7 metal intended for recycling and delivered to the recycling and transfer facility.
8 Recycling service shall not be restricted by GVW. The fee is established on the
9 basis of unit fee or weight as determined by the recycling and transfer facility and
10 charged to the nearest twenty (20) pounds.

11 **4. Contract Service.** Solid waste or recyclables delivered to the facilities in a
12 quantity or condition which merit special consideration through a contractual fee
13 agreement. Contract service shall also apply to any materials produced for resale
14 by the SFSWMA. All contractual fee agreements shall meet the requirements of
15 relevant local and state procurement laws and regulations, and, where applicable,
16 the requirements of the SFSWMA Purchasing Procedures and Finance Policy.

17 **5. Material Sales.** The sale of materials produced by the SFSWMA and
18 priced in accordance with this Ordinance or prevailing market price or sold to the
19 highest qualified bidder.

20 **Section 6. BILLING AND COLLECTION**

21 **A.** The Executive Director shall establish procedures for the rendering of bills and
22 receipt of payment including service contracts, security deposits and other guarantees of
23 payment.

1 **8.** Radioactive waste

2 **9.** The following special wastes:

3 **a.** ash

4 **b.** infectious waste

5 **c.** packing house and killing plant offal

6 **d.** regulated asbestos waste

7 **10.** Solid waste determined by the SFSWMA to pose a potential risk or hazard
8 to the environment may be required to be tested to ascertain the nature of
9 its constituents in determining the appropriate handling and disposal
10 method. Testing may also be used to verify the SFSWMA's authority to
11 accept certain solid waste. All testing will be the responsibility of the
12 owner/generator.

13 **B.** Other materials that are accepted at each facility are defined in Exhibit B, Accepted
14 Materials Table, which is hereby adopted by reference and made effective upon adoption
15 of this ordinance.

16 **Section 8. HOURS OF OPERATION.** The Executive Director shall establish hours of operation
17 for each facility. The hours of operation are hereby adopted by reference and incorporated hereto
18 as Exhibit C and made effective upon adoption of this ordinance.

19 **Section 9. INCLEMENT WEATHER OPERATIONS.** The Executive Director shall have the
20 authority to order the temporary closure of any SFSWMA facility when weather conditions cause
21 the use of the respective facility to be unsafe to customers or SFSWMA personnel.

1 **Section 10. EFFECTIVE DATE.** This ordinance shall be in full force and effect after adoption
2 and thirty (30) days after its publication, but not before October 1, 2021, and as provided by law.

3

4 **PASSED, ADOPTED, SIGNED AND APPROVED THIS 24TH OF MAY, 2021.**

5 **SANTA FE SOLID WASTE MANAGEMENT AGENCY**

6

7 _____

8 JoAnne Vigil Coppler

9 Chairperson

10

11 **ATTEST:**

12

13 _____

14 Kristine Bustos-Mihelcic

15 Santa Fe City Clerk

16

17 **APPROVED AS TO FORM:**

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19 _____

20 Nancy R. Long

21 Agency Attorney

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EXHIBIT A-1
SCHEDULE OF FEES

(Effective October 1, 2021 through June 30, 2022)

5 **Landfill Service**

6 Commercial Vehicles

7 Vehicles 12,500-18,000 lbs GVW \$52.50/Ton

8 Vehicles greater than 18,000 lbs GVW \$42.50/Ton

9 Immediate Burial \$82.50/Ton

10 Petroleum Contaminated Soil (>1,000 ppm TPH)..... \$62.50/Ton

11 Sludge \$52.50/Ton

12 Other Special Wastes \$52.50/Ton

13 Manure \$42.50/Ton

14 Scrap Tires \$250.00/Ton

15 Passenger Tires \$3.00/Tire

16 Commercial Truck Tires \$8.00/Tire

17 Oversized Tires \$250.00/Ton

18 Uncovered/Unsecured Load Surcharge \$25.00/Load

19 Minimum Load Charge..... \$10.00/Load

20 Use of Scale for Weighing Only \$15.00/Weigh

21 **Transfer Service**

22 Vehicles less than 4,500 lbs GVW \$7.00/Load

23 Vehicles 4,500-5,500 lbs GVW \$10.00/Load

24 Vehicles 5,500-6,500 lbs GVW \$13.00/Load

1	Vehicles greater than 6,500 lbs GVW	\$52.50/Ton
2	Vehicles with Trailers	\$52.50/Ton
3	Uncovered/Unsecured Load Surcharge	\$15.00/Load
4	Minimum Load Charge.....	\$7.00/Load
5	Use of Scale for Weighing Only	\$15.00/Weigh
6	Recycling Service	
7	Recyclable Materials Excluding Glass	\$150.00/Ton
8	Glass.....	\$42.50/Ton
9	Drop-Off Recycling	No Charge
10	Green Waste.....	\$42.50/Ton
11	Contaminated Green Waste	\$62.50/Ton
12	Manure	\$42.50/Ton
13	Household Hazardous Waste (Santa Fe Residents Only).....	\$50.00/Ton
14	Electronic Waste (E-Waste).....	\$50.00/Ton
15	Televisions and Computer Monitors.....	\$10.00/Unit
16	Universal Waste	\$50.00/Ton
17	Scrap Tires	\$250.00/Ton
18	Passenger Tires	\$3.00/Tire
19	Commercial Truck Tires.....	\$8.00/Tire
20	Oversized Tires	\$250.00/Ton
21	Scrap Metal	\$15.00/Ton
22	Mercury-Containing Equipment and Lamps	\$0.50/Unit
23	Appliances (White Goods).....	\$5.00/Unit

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge \$6.00/Load

4 **Material Sales**

5 Mulch \$6.00/yd³

6 Mulch Available to the Public (less than 1 yd³) No Charge

7 Glass Aggregate \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 yd³) No Charge

9 Processed Conventional Recycling Prevailing Market Price or Highest Bid Price

10 Processed Electronic Scrap Prevailing Market Price or Highest Bid Price

11 Recovered Scrap Metal Prevailing Market Price or Highest Bid Price

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1 EXHIBIT A-2
2 SCHEDULE OF FEES

3 (Effective July 1, 2022 through June 30, 2023)
4

5 **Landfill Service**

6 Commercial Vehicles

7 Vehicles 12,500-18,000 lbs GVW \$57.50/Ton

8 Vehicles greater than 18,000 lbs GVW \$47.50/Ton

9 Immediate Burial \$87.50/Ton

10 Petroleum Contaminated Soil (>1,000 ppm TPH)..... \$67.50/Ton

11 Sludge \$57.50/Ton

12 Other Special Wastes \$57.50/Ton

13 Manure \$47.50/Ton

14 Scrap Tires \$250.00/Ton

15 Passenger Tires \$3.00/Tire

16 Commercial Truck Tires \$8.00/Tire

17 Oversized Tires \$250.00/Ton

18 Uncovered/Unsecured Load Surcharge \$25.00/Load

19 Minimum Load Charge \$10.00/Load

20 Use of Scale for Weighing Only \$15.00/Weigh

21 **Transfer Service**

22 Vehicles less than 4,500 lbs GVW \$7.50/Load

23 Vehicles 4,500-5,500 lbs GVW \$10.50/Load

24 Vehicles 5,500-6,500 lbs GVW \$13.50/Load

1	Vehicles greater than 6,500 lbs GVW	\$57.50/Ton
2	Vehicles with Trailers	\$57.50/Ton
3	Uncovered/Unsecured Load Surcharge	\$15.00/Load
4	Minimum Load Charge.....	\$7.50/Load
5	Use of Scale for Weighing Only	\$15.00/Weigh
6	Recycling Service	
7	Recyclable Materials Excluding Glass	\$160.00/Ton
8	Glass.....	\$47.50/Ton
9	Drop-Off Recycling	No Charge
10	Green Waste.....	\$47.50/Ton
11	Contaminated Green Waste	\$67.50/Ton
12	Manure	\$47.50/Ton
13	Household Hazardous Waste (Santa Fe Residents Only).....	\$50.00/Ton
14	Electronic Waste (E-Waste).....	\$50.00/Ton
15	Televisions and Computer Monitors.....	\$10.00/Unit
16	Universal Waste	\$50.00/Ton
17	Scrap Tires	\$250.00/Ton
18	Passenger Tires	\$3.00/Tire
19	Commercial Truck Tires	\$8.00/Tire
20	Oversized Tires	\$250.00/Ton
21	Scrap Metal	\$15.00/Ton
22	Mercury-Containing Equipment and Lamp.....	\$0.50/Unit
23	Appliances (White Goods).....	\$5.00/Unit

1	Appliances with Refrigerant	\$10.00/Unit
2	Uncovered/Unsecured Load Surcharge	\$15.00/Load
3	Minimum Load Charge.....	\$6.50/Load
4	Material Sales	
5	Mulch.....	\$6.00/yd ³
6	Mulch Available to the Public (less than 1 yd ³)	No Charge
7	Glass Aggregate.....	\$5.00/Ton
8	Glass Aggregate Available to the Public (less than 1 yd ³)	No Charge
9	Processed Conventional Recycling.....	Prevailing Market Price or Highest Bid Price
10	Processed Electronic Scrap.....	Prevailing Market Price or Highest Bid Price
11	Recovered Scrap Metal	Prevailing Market Price or Highest Bid Price

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EXHIBIT A-3
SCHEDULE OF FEES

(Effective July 1, 2023 through June 30, 2024)

Landfill Service

Commercial Vehicles

Vehicles 12,500-18,000 lbs GVW	\$60.00/Ton
Vehicles greater than 18,000 lbs GVW	\$50.00/Ton
Immediate Burial	\$90.00/Ton
Petroleum Contaminated Soil (>1,000 ppm TPH).....	\$70.00/Ton
Sludge	\$60.00/Ton
Other Special Wastes	\$60.00/Ton
Manure	\$50.00/Ton
Scrap Tires	\$250.00/Ton
Passenger Tires	\$3.00/Tire
Commercial Truck Tires	\$8.00/Tire
Oversized Tires	\$250.00/Ton
Uncovered/Unsecured Load Surcharge	\$25.00/Load
Minimum Load Charge.....	\$10.00/Load
Use of Scale for Weighing Only	\$15.00/Weigh

Transfer Service

Vehicles less than 4,500 lbs GVW	\$8.00/Load
Vehicles 4,500-5,500 lbs GVW	\$11.00/Load
Vehicles 5,500-6,500 lbs GVW	\$14.00/Load

1	Vehicles greater than 6,500 lbs GVW	\$60.00/Ton
2	Vehicles with Trailers	\$60.00/Ton
3	Uncovered/Unsecured Load Surcharge	\$15.00/Load
4	Minimum Load Charge.....	\$8.00/Load
5	Use of Scale for Weighing Only	\$15.00/Weigh

6 **Recycling Service**

7	Recyclable Materials Excluding Glass	\$170.00/Ton
8	Glass.....	\$50.00/Ton
9	Drop-Off Recycling	No Charge
10	Green Waste.....	\$50.00/Ton
11	Contaminated Green Waste	\$70.00/Ton
12	Manure	\$50.00/Ton
13	Household Hazardous Waste (Santa Fe Residents Only)	\$50.00/Ton
14	Electronic Waste (E-Waste).....	\$50.00/Ton
15	Televisions and Computer Monitors.....	\$10.00/Unit
16	Universal Waste	\$50.00/Ton
17	Scrap Tires	\$250.00/Ton
18	Passenger Tires	\$3.00/Tire
19	Commercial Truck Tires	\$8.00/Tire
20	Oversized Tires	\$250.00/Ton
21	Scrap Metal	\$15.00/Ton
22	Mercury-Containing Equipment and Lamp	\$0.50/Unit
23	Appliances (White Goods).....	\$5.00/Unit

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge \$7.00/Load

4 **Material Sales**

5 Mulch \$6.00/yd³

6 Mulch Available to the Public (less than 1 yd³) No Charge

7 Glass Aggregate \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 yd³) No Charge

9 Processed Conventional Recycling Prevailing Market Price or Highest Bid Price

10 Processed Electronic Scrap Prevailing Market Price or Highest Bid Price

11 Recovered Scrap Metal Prevailing Market Price or Highest Bid Price

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EXHIBIT A-4
SCHEDULE OF FEES
(Effective July 1, 2024)

Landfill Service

Commercial Vehicles

Vehicles 12,500-18,000 lbs GVW	\$62.50/Ton
Vehicles greater than 18,000 lbs GVW	\$52.50/Ton
Immediate Burial	\$92.50/Ton
Petroleum Contaminated Soil (>1,000 ppm TPH).....	\$72.50/Ton
Sludge	\$62.50/Ton
Other Special Wastes	\$62.50/Ton
Manure	\$52.50/Ton
Scrap Tires	\$250.00/Ton
Passenger Tires	\$3.00/Tire
Commercial Truck Tires	\$8.00/Tire
Oversized Tires	\$250.00/Ton
Uncovered/Unsecured Load Surcharge	\$25.00/Load
Minimum Load Charge.....	\$10.00/Load
Use of Scale for Weighing Only	\$15.00/Weigh

Transfer Service

Vehicles less than 4,500 lbs GVW	\$8.50/Load
Vehicles 4,500-5,500 lbs GVW	\$11.50/Load
Vehicles 5,500-6,500 lbs GVW	\$14.50/Load

1	Vehicles greater than 6,500 lbs GVW	\$62.50/Ton
2	Vehicles with Trailers	\$62.50/Ton
3	Uncovered/Unsecured Load Surcharge	\$15.00/Load
4	Minimum Load Charge.....	\$8.50/Load
5	Use of Scale for Weighing Only	\$15.00/Weigh

6 **Recycling Service**

7	Recyclable Materials Excluding Glass	\$180.00/Ton
8	Glass.....	\$52.50/Ton
9	Drop-Off Recycling	No Charge
10	Green Waste.....	\$52.50/Ton
11	Contaminated Green Waste	\$72.50/Ton
12	Manure	\$52.50/Ton
13	Household Hazardous Waste (Santa Fe Residents Only)	\$50.00/Ton
14	Electronic Waste (E-Waste).....	\$50.00/Ton
15	Televisions and Computer Monitors.....	\$10.00/Unit
16	Universal Waste	\$50.00/Ton
17	Scrap Tires	\$250.00/Ton
18	Passenger Tires	\$3.00/Tire
19	Commercial Truck Tires	\$8.00/Tire
20	Oversized Tires	\$250.00/Ton
21	Scrap Metal	\$15.00/Ton
22	Mercury-Containing Equipment and Lamp.....	\$0.50/Unit
23	Appliances (White Goods).....	\$5.00/Unit

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge..... \$7.50/Load

4 **Material Sales**

5 Mulch \$6.00/yd³

6 Mulch Available to the Public (less than 1 yd³) No Charge

7 Glass Aggregate \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 yd³) No Charge

9 Processed Conventional Recycling.....Prevailing Market Price or Highest Bid Price

10 Processed Electronic Scrap.....Prevailing Market Price or Highest Bid Price

11 Recovered Scrap Metal.....Prevailing Market Price or Highest Bid Price

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1 **EXHIBIT B**

2 **ACCEPTED MATERIAL TABLE**

3 Material Type	4 Caja del Rio	5 Landfill	6 Buckman Road
7	8	9	10 Recycling &
11	12	13	14 Transfer Station
15 Vehicles greater than 12,500 lbs GVW	16 Yes	17 No	18
19 Vehicles with Self-Dumping Trailers	20 Yes	21 No	22
23 Immediate Burial / Dead Animals	24 Yes	25 No	26
27 Large/Bulky Items Exceeding Limits for Transfer Service	28 Yes	29 No	30
31 Petroleum Contaminated Soils	32 Yes	33 No	34
35 Sludge	36 Yes	37 No	38
39 Other Special Wastes	40 Yes	41 No	42
43 Vehicles less than 12,500 lbs GVW	44 No	45 Yes	46
47 Vehicles with Trailers Requiring Manual Unloading	48 No	49 Yes	50
51 Recyclable Materials	52 No	53 Yes	54
55 Green Waste	56 No	57 Yes	58
59 Manure	60 Yes	61 Yes	62
63 Scrap Metal	64 No	65 Yes	66
67 Scrap Tires	68 No	69 Yes	70
71 Electronic Scrap	72 No	73 Yes	74
75 Mercury-Containing Lamp and Equipment	76 No	77 Yes	78
79 Universal Waste Including Batteries	80 No	81 Yes	82
83 Refrigerant-Containing Appliances	84 No	85 Yes	86
87 Appliances	88 No	89 Yes	90
91 Household Hazardous Waste	92 No	93 Yes	94

ATTACHMENT 2

Red Line Version of Ordinance 2012-1

The following is a history of fee ordinances:

- Ordinance 1996-1, original fee ordinance for the Landfill.
- Ordinance 1997-1, replaced Ordinance 1996-1, deleted minimum fee on “dead animals.”
- December 1998, adoption of residential fee schedule to allow small vehicles at the Landfill.
- Ordinance 2002-2, established fees for a green waste program due to the pine bark beetle infestation.
- Ordinance 2005-1, replaced Ordinance 1997-1, realigned previous fees along with new fees due to the expansion of BuRRT.
- Ordinance 2009-1 replaced Ordinance 2005-1, established fees for the facilities based on financial modeling.
- Ordinance 2010-1 replaced Ordinance 2009-1, established fees for FY 2010-11 through FY 2012-13 for the facilities based on financial modeling.
- Ordinance 2012-1 replaced Ordinance 2010-1, established fees for the facilities based on financial modeling, created a 3-tier flat fee system for different vehicles at BuRRT, and added debit/credit cards as a method of payment for ticket transactions.

The salient points of Ordinance 2021-__ are:

1. Replaces the Schedule of Fees in “Exhibit A” for services as follows:
 - a. Exhibit A-1 for Schedule of Fees effective October 1, 2021 through June 30, 2022.
 - i. Sets landfill tipping fee at \$42.50/ton for vehicles greater than 18,000 lbs GVW.
 - ii. Sets landfill tipping fee at \$52.50/ton for vehicles less than 18,000 lbs GVW.
 - iii. Sets landfill tipping fee for sludge and other special wastes at \$52.50/ton.
 - iv. Sets minimum load charge at \$10.00 per load.
 - v. Sets transfer station tipping fee at \$52.50/ton for vehicles greater than 6,500 lbs GVW and vehicles with trailers.
 - vi. Sets 3-tier flat fee system for small and mid-sized vehicles weighing less than 6,500 lbs at the transfer station at \$7.00, \$10.00, and \$13.00 per load based on gross vehicle weight.
 - vii. Sets minimum load charge for transfer service at \$7.00 per load.
 - viii. Sets recycling services for the following materials:
 - (1) Recyclable materials excluding glass at \$150.00/ton.
 - (2) Glass, green waste and manure at \$42.50/ton.
 - (3) Contaminated green waste at \$62.50/ton.
 - (4) Televisions and computer monitors at \$10/unit.
 - (5) Universal waste at \$50/ton.
 - (6) Scrap tires at \$250/ton; \$3.00/passenger tire; \$8.00/commercial truck tire.
 - (7) Mercury-containing equipment and lamp at \$0.50/unit.

1 SANTA FE SOLID WASTE MANAGEMENT AGENCY

2 ORDINANCE ~~2012-12021-~~

3
4
5 AN ORDINANCE REPEALING AND REPLACING ORDINANCE ~~2010-12012-1~~
6 ENTITLED CREATING FEES, RATES AND CHARGES FOR USE AT ALL FACILITIES
7 OPERATED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY FOR THE
8 PURPOSE OF REVISING SAID ORDINANCE.

9
10 BE IT ORDAINED BY THE JOINT POWERS BOARD OF THE SANTA FE SOLID
11 WASTE MANAGEMENT AGENCY:

12
13 **Section 1. PURPOSE.** ~~The purpose of this ordinance is to set~~ This ordinance sets forth the fees,
14 rates, charges and conditions of service that shall be applicable at all facilities operated by the
15 Santa Fe Solid Waste Management Agency.

16 **Section 2. LEGISLATIVE AUTHORITY.** The Santa Fe Solid Waste Management Agency
17 was created by means of a duly approved Joint Powers Agreement between the City of Santa Fe
18 and Santa Fe County acting under the authority of the Joint Powers Agreement Act (being Section
19 11-1-1 through 11-1-7, NMSA 1978). The governing body of the agency is a Board of Directors
20 designated in accordance with the Joint Powers Agreement.

21 **Section 3. DEFINITIONS**

22 Bulky Items Exceeding Limits for Transfer Service: Maximum size restrictions for certain
23 items disposed at the recycling and transfer facility: wood, lumber, plywood, particle board, fence

1 materials - 4 feet in length; concrete, asphalt, cinder blocks, bricks - 2 feet by 2 feet in size; tree
2 trunks, stumps, root balls – 3 feet in diameter; large loads exceeding 12,500 pounds GVW; other
3 bulky items as determined by the SFSWMA.

4 **Composted Mulch:** A product produced under a controlled aerobic thermophilic biological
5 decomposition process ~~and~~ that meets the New Mexico Department of Transportation ~~minimum~~
6 ~~specifications~~ quality requirements for composted mulch. Raw materials for composted mulch
7 may include green waste ~~and manure,~~ manure, or food waste.

8 Commercial Solid Waste: Waste generated by stores, offices, restaurants, warehouses, and other
9 non-manufacturing activities, excluding household and industrial solid wastes.

10 **Commercial Truck ~~Tire~~ Tires:** Scrap tires with rim size ~~more than~~ over 20 inches and less than
11 24.5 inches. Commercial truck tires include semi-truck and trailer tires.

12
13 ~~Conditionally Exempt Small Quantity Generator (CESQG):~~ A generator that produces no
14 ~~more than 220 pounds of hazardous waste, or no more than 2.2 pounds of acutely hazardous waste,~~
15 ~~in a calendar month.~~

16 **Construction and Demolition (C&D) ~~Waste~~ Debris:** -Waste generated ~~by~~ from the construction
17 or demolition of a structure and generally considered non-water soluble and non-hazardous. C&D
18 ~~waste debris~~ can consist of, but is not limited to, steel, brick, concrete, asphalt, roofing materials,
19 pipe, gypsum board, sheetrock, wallboard, lumber, glass, paper, cartons, rubber, and plastics. C&D
20 debris can also include rocks, soil, tree remains, trees and other vegetative matter resulting from
21 land clearing or land development. ~~C&D waste debris~~ does not include solid waste, garbage,
22 regulated asbestos, ~~garbage,~~ hazardous materials, empty containers, liquids, paints, solvents,
23 adhesives, or sealers.

1 **Contaminated Load:** Any load of recyclables or green waste that ~~which~~ contains materials other
2 than those specified in an amount exceeding 10% by volume in ~~during~~ a visual inspection.

3 ~~**Conventional Recyclables:** Those materials defined as acceptable for recycling and posted at the~~
4 ~~facilities. Recyclables include, but are not limited to, old newspaper (ONP), old corrugated~~
5 ~~cardboard (OCC), magazines, junk mail, office paper, aluminum cans (UBC), aluminum foil, steel~~
6 ~~cans, #1-PET plastic bottles, #2-HDPE plastic bottles and glass bottles and jars prepared in~~
7 ~~accordance with SFSWMA's published requirements.~~

8 **Dead Animals:** Large animals ~~typical of all breeds of livestock:~~ such as cows, pigs, and horses;
9 and small animals such as domestic cats and dogs. Dead animals include wildlife ~~resulting from~~
10 ~~road kills but not from infectious diseases;~~ road kills. Animals contaminated with pathogens are
11 considered infectious waste.

12 **Electronic Waste (E-Waste):** ~~Category of surplus~~ Surplus, obsolete, broken or discarded
13 electronic devices including, but not limited to, computers, monitors, keyboards, mice, printers,
14 scanners, various computer peripherals, televisions, security equipment, fax and copy machines,
15 cell phones and telephone equipment.

16 **Executive Director:** The Executive Director of the SFSWMA, as designated by the JPB.

17 **Facilities:** All facilities operated by the SFSWMA including: ~~the following~~

18 ÷

19 **Landfill Facility:** Caja del Rio Landfill ~~located~~ at 149 Wildlife Way, Santa Fe, NM 87506.

20 **Recycling & Transfer Facility:** Buckman Road Recycling and Transfer Station (BuRRT)
21 ~~located~~ at 2600 Buckman Road, Santa Fe, NM 87507.

22 Food Waste: Organic matters such as fruits, vegetables, dairy products, meat, fish, poultry, grains,
23 bread, egg shells, coffee grounds, coffee filters and tea bags that can be composted.

1 ~~Freon-Bearing Device: Any device which contains and uses five (5) pounds or less of a Class-I~~
2 ~~(CFC) or Class-II (HCFC) substance as a refrigerant and which is used for household or~~
3 ~~commercial purposes, including any air conditioner, refrigerator, chiller or freezer.~~

4 **Generator:** Any entity or person that produces solid waste by site or location to be shipped to
5 any other site or location, or whose act or process produces a solid waste to first cause it to become
6 regulated.

7 **Glass Aggregate:** Glass bottles and jars ~~which that~~ have been pulverized ~~to produce into~~ two
8 ~~separate grades of aggregate <1/8-inch nominal size and <3/8-inch nominal size.:~~ 1/8-inch minus
9 (fine sand) and 3/8-inch minus (glass cullet).

10 **Green Waste:** Vegetative organic matter resulting from landscaping, land maintenance ~~and, or~~
11 agricultural operations. Green waste includes, but is not limited to, cuttings and trimmings from
12 trees, shrubs, flowering plants, or lawns, and similar materials. Green waste does not include
13 weeds, cholla cactus, sod, root balls, tree stumps, tree trunks that exceed 10 inches in diameter, pet
14 waste, household trash, litter, plastic bags, rock, dirt, metal, plastic, paper, pallet, lumber or any
15 type of construction and demolition materials. Green waste must be removed from bags or
16 containers at the time of unloading.

17 **Gross Vehicle Weight (GVW):** The total weight of the vehicle, ~~and~~ any trailer, ~~its including the~~
18 occupants and contents.

19 **Hazardous Waste:** Any solid waste meeting the definition of hazardous waste under 40 CFR
20 261.3 that may cause or contribute to an increase in mortality, cause or contribute serious
21 irreversible or incapacitating illness or pose a substantial hazard to human health or the
22 environment when improperly treated, stored, transported, disposed of or otherwise managed.

1 **Household Hazardous Waste (HHW):** Leftover household products such as paints, cleaners,
2 oils, batteries, and pesticides paints and stains, cleaners, solvents, aerosol cans, poisons, pesticides,
3 garden and pool chemicals, fertilizers, used motor oil, antifreeze and automotive fluids, batteries,
4 smoke detectors, mercury containing lamps, mercury items such as thermostats and thermometers,
5 or fire extinguishers and flares that contain potentially hazardous ingredients ~~which~~ that require
6 special handling ~~when disposed of.~~ HHW does not include asbestos, ammunition, prescription
7 drugs, infectious waste, sharps, or radioactive materials except smoke detectors.

8
9 **Immediate Burial:** – All materials including dead animals requiring immediate and secure
10 disposal.

11 **Industrial Solid Waste:** A special waste generated by manufacturing or industrial processes that
12 is not hazardous waste.

13
14 **Infectious Waste:** A special waste that carries a probable risk of transmitting disease to humans.
15 Infectious waste includes, but is not limited to, cultures and stocks of infectious agents and
16 biologicals (e.g., cultures from research and industrial laboratories, attenuated vaccines), human
17 pathological wastes (e.g., tissues, organs, or body parts), human blood and body fluids
18 contaminated animal carcasses, contaminated animal bedding, biological wastes, discarded sharps
19 (e.g., hypodermic needles and syringes, scalpels, pipettes), and any other potentially infectious
20 materials).

21 **Joint Powers Agreement (JPA):** – The agreement between the City of Santa Fe and Santa Fe
22 County, as amended, ~~which~~ that created the SFSWMA and conveys certain authorities and

1 responsibilities to the SFSWMA related to the construction, operation, maintenance, replacement,
2 expansion and closure of a solid waste facility.

3 **Joint Powers Board (JPB):** The ~~JPB which is the~~ governing body of the SFSWMA ~~and which~~
4 ~~is~~ designated in accordance with the Joint Powers Agreement.

5 Lamp: Any bulb or tube portion of an electric lighting device. Types of lamps include fluorescent,
6 high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide.

7 ~~Mercury-Containing Lamp:~~ Any bulb or tube portion of the lighting device that contains a small
8 amount of elemental mercury.

9 Mercury-Containing Equipment: Devices, items, or articles that contain varying amounts of
10 elemental mercury including, but not limited to, thermostats, barometers, temperature and pressure
11 gauges, and mercury switches.

12 **Manure:** Agriculture waste composed of animal waste and animal bedding materials ~~that~~
13 ~~originated from~~ originating at sites approved by the SFSWMA and ~~contains~~ containing no
14 contamination such as veterinary waste.

15 **Mulch:** Ground green waste of which 100% of material ~~passes a two (2) inch screen,~~ passes a two
16 or four-inch screen.

17
18 ~~Non-Freon Bearing Appliance:~~ Household appliances which are not designed to utilize Freon,
19 including, but not limited to, stoves/ranges, hot water heaters, dishwashers and laundry machines
20 which are a minimum of 60% metal by weight.

21 **Owner:** Owner, business owner or corporate owner responsible for waste and/or
22 ~~recycling~~ recyclables being delivered to the facilities for disposal or ~~recovery~~ recycling. The owner,
23 business owner, or corporate owner will be responsible for certifying that all waste and recyclables

1 meet New Mexico Environment Department, Federal, City of Santa Fe and Santa Fe County rules,
2 regulations and ordinances. The owner, business owner, or corporate owner will be responsible for
3 all waste and recycling disposal and processing costs.

4 Oversized Tires: Scrap tires with rim size over 24.5 inches. Oversized tires include off-road,
5 farm tractor, industrial and heavy equipment tires.

6 **Passenger Tires:** Scrap tires with rim size of 20 inches or smaller. Passenger tires include tires
7 from motorcycles and ATV's.

8 **Permits:** The permits issued by the New Mexico Environment Department ~~whieh~~that authorize
9 and direct the respective facility's operations.

10
11 **Petroleum Contaminated Soil:** The owner/generator of petroleum contaminated soil shall assure
12 that all petroleum contaminated soils are tested under the requirements of ~~20.9.8.11 and 20.9.8.15~~
13 ~~NMAC including total petroleum hydrocarbons (TPH) and other contaminants as required by the~~
14 facility's disposal management plan.

15 Recyclable Materials: Those materials defined as acceptable for recycling as posted at the
16 facilities. Recyclable materials include, but are not limited to, old newspaper (ONP), old
17 corrugated cardboard (OCC), magazines, junk mail, office paper, cereal boxes, paperback and
18 hardbound books, aluminum cans (UBC), aluminum foil, steel cans, plastic bottles and containers,
19 and glass bottles and jars. Non-recyclable materials include bagged recyclables except shredded
20 office paper in clear bags, plastic bags, tangling items such as garden hoses, rope, wire, and holiday
21 lights, plastic wrap and film, polystyrene foam, to-go containers and cups, flexible packaging,
22 needles, dirty diapers, batteries, household trash, clothing, furniture, pressurized cylinders,
23 electronics, car parts, and scrap metal.

1 Refrigerant-Containing Appliance: Any appliance that contains and uses five (5) pounds or less
2 of a Class I chlorofluorocarbon (CFCs), Class II hydrofluorocarbon (HCFCs) or substitute
3 hydrofluorocarbon (HFCs) as a refrigerant and that is used for household or commercial purposes,
4 including any air conditioner, dehumidifier, refrigerator, ice maker, chiller, freezer, drinking water
5 cooler or vending machine.

6 Regulated Asbestos Waste: Waste that contains more than one percent asbestos. Categories of
7 regulated asbestos waste include friable asbestos containing material, category I non-friable
8 asbestos containing material that will or has been subjected to sanding, grinding, cutting or
9 abrading, and category II non-friable asbestos containing material that has a high probability of
10 becoming friable.

11 Residential Waste: Waste derived from households including single and multiple residences.

12
13 **Salvaging:** The controlled removal of materials for ~~utilization~~ reuse, recycling, or sale.

14 **Santa Fe Solid Waste Management Agency (SFSWMA):** A joint powers agency created by the
15 JPA and governed by the JPB.

16 **Scavenging:** The uncontrolled and unauthorized removal of any materials from any ~~point at the~~
17 ~~solid waste facilities.~~ facility. Materials salvaged in accordance with the facility's operating permit
18 are excluded.

19 **Schedule of Fees:** The schedule of fees, rates and charges assessed to persons making use of the
20 facilities.

21 **Scrap Metal:** ~~Appliances and other objects which consist of a minimum of 60% metal by weight.~~
22 ~~Scrap metal includes, but is not limited to,~~ Items made primarily of metal, including household
23 appliances, some building materials, and auto parts.

1 **Scrap Tire:** A tire that is no longer suitable for its originally intended purpose because of wear,
2 damage ~~or defect.~~ defect or obsolescence.

3
4 **Sludge:** Any solid, semi-solid, or liquid waste generated by a municipal, commercial or industrial
5 waste water treatment plant, water supply treatment plant, or air pollution control facility. Sludge
6 does not include treated effluent from a waste-water treatment plant. The owner/generator shall
7 assure that the sludge is tested under the requirements of 20.9.8.11 and 20.9.8.16 NMAC and as
8 required by the facility's disposal management plan.

9 **Solid Waste:** –All putrescible and non-putrescible materials generated or originating from
10 residential, commercial, industrial, mining, ~~or~~ community activities, or from agricultural
11 operations that are discarded or rejected, whether (i) as being spent, useless, worthless or in excess
12 to the owners at the time of such discard or rejection, (ii) as having served their intended use, or
13 (iii) for any other reason. Solid waste does not include materials accepted for recycling or reuse or
14 materials specifically prohibited by Section 7 of this ordinance.

15 Special Waste: Any solid waste with unique handling, transportation, or disposal requirements
16 to assure protection of the environment and the public health, welfare and safety. Special wastes
17 can be accepted only at the landfill facility. Categories of special waste accepted by the SFSWMA
18 include sludge, petroleum contaminated soils, industrial solid waste, a spill of a chemical substance
19 or commercial product, treated formerly characteristic hazardous wastes and vehicle wash sump
20 waste. Special waste not accepted by the SFSWMA includes regulated asbestos waste, infectious
21 waste, packing house and killing plant offal, and ash.

1 Spill of a Chemical Substance or Commercial Product: A special waste generated from the
2 clean-up of a chemical substance or commercial product that is non-hazardous and that is not
3 petroleum contaminated soil.

4 Treated Formerly Characteristic Hazardous Waste: A special waste exhibiting one or more
5 hazardous characteristics - ignitability, corrosivity, reactivity, and toxicity – that has been treated
6 so that the waste no longer exhibits any hazardous characteristic.

7 **Uncovered / Unsecured Load:** Any load from which litter and debris can blow out of spill or
8 fall from a vehicle from vehicles or trailers. Roll-off containers and trash compactors transported
9 on roll-off trucks must be secured from the rear with tiedowns, hooks, or an equivalent mechanism
10 as defined in 49 CFR 393.134. A surcharge is assessed for all loads not covered or secured.

11 Universal Waste: Certain hazardous wastes produced by households or generators that are
12 handled in a manner differing from the requirements of most hazardous wastes. The universal
13 wastes accepted at the recycling and transfer facility are batteries and mercury-containing
14 equipment.

15 Vehicle Wash Sump Waste: A special waste that consists of the non-liquid sediments and
16 residuals retrieved from vehicle wash sumps, such as car and truck washes.

17 Very Small Quantity Generator (VSQG): A generator who generates 220 pounds or less per
18 month of hazardous waste or 2.2 pounds or less per month of acutely hazardous waste. A VSQG
19 must identify all the hazardous waste generated and may not accumulate more than 2,220 pounds
20 at any time.

21 White Goods: Large household appliances such as stoves, washers, dryers, water heaters,
22 refrigerators, and freezers.

23 **Section 4. GENERAL PROVISIONS**

1 **A. Establishment of Enterprise Fund.** For the purpose of defraying all expenses of
2 receiving, disposing or recycling of solid wastes and recyclables a regional solid waste
3 agency enterprise fund has been created. The SFSWMA shall establish fees, rates and
4 charges designed to recover the ~~full~~-cost of services for the ~~various~~-services provided. All
5 revenues received from fees, rates and charges shall be credited to the fund. The fund shall
6 pay all direct and indirect operating expenses as well as principal and interest payments
7 and all other costs of bond indebtedness.

8 **B. Authority to Accept Waste and Recyclables:** The SFSWMA shall at all times
9 have the sole and exclusive right to determine whether it shall receive, retain, reject,
10 dispose of or recycle any solid waste or recyclable.

11 **Section 5. ESTABLISHMENT OF FEE CATEGORIES**

12 **A. Schedule of Fees.** The rates, fees and charges assessed to persons making use of
13 the facilities shall be in accordance with the Schedule of Fees and with the service classes
14 described herein. The Schedule of Fees effective October 1, 2021 through June 30, 2022 is
15 hereby adopted by reference and incorporated hereto as Exhibit AA-1 and made effective
16 upon adoption of this ordinance. The Schedule of Fees effective July 1, 2022 through June
17 30, 2023 is hereby adopted by reference and incorporated hereto as Exhibit A-2 and made
18 effective upon adoption of this ordinance. The Schedule of Fees effective July 1, 2023
19 through June 30, 2024 is hereby adopted by reference and incorporated hereto as Exhibit
20 A-3 and made effective upon adoption of this ordinance. The Schedule of Fees effective
21 July 1, 2024 is hereby adopted by reference and incorporated hereto as Exhibit A-4 and
22 made effective upon adoption of this ordinance. In accordance with the Gross Receipts
23 and Compensating Tax Act, Section 7-9-4.3, NMSA 1978, a governmental gross receipts

1 tax of up to 5% shall be imposed on each billing rendered in accordance with this
2 ordinance.

3 **B. Service Classes.**

4 1. **Landfill Service.** Mixed or separated solid waste intended for disposal at
5 the Caja del Rio Landfill Facility. Landfill service is generally restricted to those
6 vehicles which exceed 12,500 pounds GVW. The fee is established on the basis of
7 weight as determined by the ~~Landfill Facility~~ landfill facility and charged to the
8 nearest twenty (20) pounds.

9 2. **Transfer Service.** Mixed or separated solid waste delivered to the
10 Buckman Road Recycling & Transfer Station Facility and intended for transfer to
11 the ~~Caja del Rio Landfill Facility~~ landfill facility. Transfer service is generally
12 restricted to vehicles which do not exceed 12,500 pounds GVW. The fee is
13 established on the basis of load (flat) fee or weight as determined by the ~~Reeyeling~~
14 ~~& Transfer Facility~~ recycling & transfer facility -and charged to the nearest twenty
15 (20) pounds.

16 3. **Recycling Service.** ~~Mixed or separated conventional~~
17 ~~recyclables~~ Recyclable materials, green waste, scrap tires, e-waste, HHW, universal
18 wastes, refrigerant-containing appliances, white goods or scrap metal intended for
19 recycling and delivered to the ~~Buckman Road Recycling & Transfer Station~~
20 ~~Facility~~ recycling and transfer facility. Recycling service shall not be restricted by
21 GVW. The fee is established on the basis of unit fee or weight as determined by
22 the ~~Buckman Road Reeyeling & Transfer Station Facility~~ recycling and transfer
23 facility and charged to the nearest twenty (20) pounds.

1 **4. Contract Service.** Solid waste or recyclables delivered to the facilities in a
2 quantity or condition which merit special consideration through a contractual fee
3 agreement. Contract service shall also apply to any materials produced for resale
4 by the SFSWMA. All contractual fee agreements shall meet the requirements of
5 relevant local and state procurement laws and regulations, and, where applicable,
6 the requirements of ~~the SFSWMA Policy No. 2010.1,~~ Purchasing Procedures and
7 Finance Policy.

8 **5. Material Sales.** The sale of materials produced by the SFSWMA and
9 priced in accordance with this Ordinance or prevailing market price or sold to the
10 highest qualified bidder.

11 **Section 6. BILLING AND COLLECTION**

12 **A.** The Executive Director shall establish procedures for the rendering of bills and
13 receipt of payment including service contracts, security deposits and other guarantees of
14 payment.

15 **B.** Fees are due within thirty (30) days following each monthly billing or as the
16 Executive Director shall authorize. Any billed amount not paid by the date due shall
17 become delinquent on that date.

18 **C.** A penalty of one and one-half percent (1.5%) per month may be charged on all
19 amounts which are delinquent.

20 **D.** The Executive Director may pursue all ~~available~~ means of collection of delinquent
21 amounts including termination of use of the facility.

1 E. Filing a complaint regarding fees, rates and charges does not relieve a customer
2 from making payments ~~in a timely fashion~~promptly. If it is determined that a customer
3 was over charged, the customer will be entitled to an appropriate refund.

4 F. Cash transactions including cash, checks, and debit/credit cards shall be rounded to
5 the nearest five (5) cents. Charge transactions for monthly billing shall be rounded to the
6 nearest one (1) cent.

7 **Section 7. PROHIBITED MATERIALS**

8 A. The SFSWMA will not accept the following materials at any facility:

9 1. Bulk or non-containerized liquids as defined by 20.9.2.10 NMAC

10 2. Compressed gas cylinders and tanks

11 3. Explosives and ammunition

12 4. Regulated hazardous waste

13 ~~5. Infectious waste~~

14 ~~6. Lead acid batteries~~

15 ~~5. Medicine and prescription~~

16 ~~7. drugs under the Controlled Substances Act~~

17 ~~8. PCB's and any material regulated by the Federal Toxic Substances Control~~

18 Act

19 ~~6.~~

20 ~~7. Prescription drugs under the Controlled Substances Act~~

21 ~~8. Radioactive waste~~

1 9. The following special wastes:

2 a. ash

3 b. infectious waste

4 c. packing house and killing plant offal

5 ~~a.~~ d. regulated asbestos waste

6 9.10. Solid waste ~~as~~ determined by the SFSWMA to pose a potential risk or
7 hazard to the environment may be required to be tested to ascertain the
8 nature of its constituents in determining the appropriate handling and
9 disposal method. Testing may also be used to verify the SFSWMA's
10 authority to accept certain solid waste. All testing will be the responsibility
11 of the owner/generator.

12 ~~10. Special wastes including:~~

13 a. ~~Ash~~

14 b. ~~treated formerly characteristic hazardous waste~~

15 c. ~~packing house and killing plant offal~~

16 d. ~~regulated asbestos waste~~

17 e. ~~infectious waste~~

18 f. ~~industrial solid waste~~

19 g. ~~spill of a chemical substance or commercial product which requires~~
20 ~~special handling, dry chemicals, which, when wetted, become~~
21 ~~characteristically hazardous, wastes which meet RCRA Hazardous Waste~~
22 ~~Identification Rule levels or land disposal restriction cap levels under~~
23 ~~RCRA Subtitle C.~~

1 ~~h. special waste not otherwise specified~~

2 B. Other materials that are accepted at each facility are defined in Exhibit B, Accepted
3 Materials Table, which is hereby adopted by reference and made effective upon adoption
4 of this ordinance.

5 **Section 8. HOURS OF OPERATION.** The Executive Director shall establish hours of operation
6 for each facility, ~~and said hours shall be ratified and approved by the JPB.~~ The hours of operation
7 are hereby adopted by reference and incorporated hereto as Exhibit C and made effective upon
8 adoption of this ordinance.

9 **Section 9. INCLEMENT WEATHER OPERATIONS.** The Executive Director shall have the
10 authority to order the temporary closure of any SFSWMA facility when weather conditions cause
11 the use of the respective facility to be unsafe to customers or SFSWMA personnel.

12
13 **Section 10. EFFECTIVE DATE.** This ordinance shall be in full force and effect ~~upon~~after
14 adoption and thirty (30) days after its publication, but not before ~~October 1, 2021.~~ and as provided
15 by law.

16
17 **PASSED, ADOPTED, SIGNED AND APPROVED THIS ~~24th DAY OF MAY, 24TH~~ OF**
18 **MAY, 2021.**

19
20 **SANTA FE SOLID WASTE MANAGEMENT AGENCY**

21
22 _____
23 JoAnne Vigil Coppler
24 Chairperson

1 **ATTEST:**

2

3 _____

4 Kristine Bustos-Mihelcic

5 Santa Fe City Clerk

6

7 **APPROVED AS TO FORM:**

8

9 _____

10 Nancy R. Long

11 Agency Attorney

12

13

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EXHIBIT A-1
SCHEDULE OF FEES

(Effective ~~July 1, 2012~~ October 1, 2021 through June 30, 2022)

Landfill Service

Commercial Vehicles

Vehicles 12,500-18,000 lbs GVW	\$50.00 <u>\$52.50</u> /Ton
Vehicles greater than 18,000 lbs GVW	\$40.00 <u>\$42.50</u> /Ton
Immediate Burial	\$80.00 <u>\$82.50</u> /Ton
Petroleum Contaminated Soil (>1,000 ppm TPH).....	\$60.00 <u>\$62.50</u> /Ton
<u>Sludge</u>	<u>\$52.50/Ton</u>
<u>Other Special Wastes</u>	<u>\$52.50/Ton</u>
<u>Manure</u>	<u>\$42.50/Ton</u>
<u>Scrap Tires</u>	<u>\$250.00/Ton</u>
<u>Passenger Tires</u>	<u>\$3.00/Tire</u>
<u>Commercial Truck Tires</u>	<u>\$8.00/Tire</u>
<u>Oversized Tires</u>	<u>\$250.00/Ton</u>
Uncovered/ <u>Unsecured</u> Load Surcharge	\$25.00/Load
Minimum Load Charge.....	\$5.00 <u>\$10.00</u> /Load
Use of Scale for Weighing Only	\$15.00/Weigh

Transfer Service

Vehicles less than 4,500 lbs GVW	\$6.00 <u>\$7.00</u> /Load
Vehicles 4,500-5,500 lbs GVW	\$9.00 <u>\$10.00</u> /Load
Vehicles 5,500 <u>5,500</u> -6,500 lbs GVW	\$12.00 <u>\$13.00</u> /Load

1	Vehicles greater than 6,500 lbs GVW	\$50.00 <u>\$52.50</u> /Ton
2	Vehicles with Trailers	\$50.00 <u>\$52.50</u> /Ton
3	Uncovered/ <u>Unsecured</u> Load Surcharge	\$15.00/Load
4	Minimum Load Charge.....	\$6.00 <u>\$7.00</u> /Load
5	Use of Scale for Weighing Only.....	\$15.00/Weigh

6 **Recycling Service**

7	Conventional Recycling <u>Recyclable Materials</u> Excluding Glass (Inside Santa Fe	
8	County)	\$150.00 <u>No Charge</u>
9	(Vehicles in excess 10,000 lbs GVW)	
10	Conventional Recycling Excluding Glass (Outside Santa Fe County)	\$20.00 <u>\$20.00</u> /Ton
11	(Vehicles in excess of 10,000 lbs GVW)	
12	Glass (Vehicles in excess of 10,000 lbs GVW)	\$15.00 <u>\$42.50</u> /Ton
13	Drop-Off Recycling (Vehicles less than 10,000 GVW)	No Charge
14	Green Waste.....	\$20.00 <u>\$42.50</u> /Ton
15	Contaminated Green Waste	\$60.00 <u>\$62.50</u> /Ton
16	<u>Manure</u>	<u>\$42.50</u> /Ton
17		
18	Household Hazardous Waste (Santa Fe Residents Only).....	\$50.00/Ton*
19	Electronic Waste (E-Waste).....	\$50.00/Ton*
20	<u>Televisions and Computer Monitors</u>	<u>\$10.00</u> /Unit
21	<u>Universal Waste</u>	<u>\$50.00</u> /Ton
22	Scrap Tires	\$160.00 <u>\$250.00</u> /Ton
23	Passenger Tires	\$2.00 <u>\$3.00</u> /Tire

1	Commercial Truck Tires	\$6.00 <u>\$8.00</u> /Tire
2	<u>Oversized Tires</u>	<u>\$250.00/Ton</u>
3	Scrap Metal	\$15.00/Ton*
4	<u>Mercury-Containing Equipment and Lamps</u>	<u>\$0.50/Unit</u>
5	<u>Appliances (White Goods).....</u>	<u>\$5.00/Unit</u>
6	Freon-Bearing Appliance (contains CFC's) <u>Appliances with Refrigerant</u>	<u>\$10.00/Unit</u>
7	<u>Uncovered/Non-Freon Bearing Appliance (White Goods)</u>	<u>\$5.00/Unit</u>
8	Mercury-Containing Lamp	No Charge
9	Unsecured Load Surcharge.....	\$15.00/Load
10	Minimum Load Charge.....	\$5.00 <u>\$6.00</u> /Load
11	<i>*No Minimum Load Charge Applies</i>	

12 **Material Sales**

13	<u>Composted Mulch.....</u>	<u>\$7.50/yd³</u>
14	<u>Screened Compost</u>	<u>\$10.00/yd³</u>
15	Mulch	\$3.00 <u>\$6.00</u> /yd ³
16	<u>Oversized Mulch.....</u>	<u>\$0.50/yd³</u>
17	Compost and Mulch Available to the Public (less than 1 yd ³)	No Charge
18	Glass Aggregate	\$5.00/Ton
19	Glass Aggregate Available to the Public (less than 1 yd ³)	No Charge
20	<u>Tire Bale.....</u>	<u>\$5.00/Unit</u>
21	Processed Conventional Recycling.....	<u>Prevailing Market Price</u> or Highest Bid Price
22	Processed Electronic Scrap	<u>Prevailing Market Price</u> or Highest Bid Price
23	Recovered Scrap Metal	<u>Prevailing Market Price</u> or Highest Bid Price

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EXHIBIT A-2
SCHEDULE OF FEES

(Effective July 1, 2022 through June 30, 2023)

Landfill Service

Commercial Vehicles

Vehicles 12,500-18,000 lbs GVW \$57.50/Ton

Vehicles greater than 18,000 lbs GVW \$47.50/Ton

Immediate Burial \$87.50/Ton

Petroleum Contaminated Soil (>1,000 ppm TPH)..... \$67.50/Ton

Sludge \$57.50/Ton

Other Special Wastes \$57.50/Ton

Manure \$47.50/Ton

Scrap Tires \$250.00/Ton

Passenger Tires \$3.00/Tire

Commercial Truck Tires \$8.00/Tire

Oversized Tires \$250.00/Ton

Uncovered/Unsecured Load Surcharge \$25.00/Load

Minimum Load Charge..... \$10.00/Load

Use of Scale for Weighing Only \$15.00/Weigh

Transfer Service

Vehicles less than 4,500 lbs GVW \$7.50/Load

Vehicles 4,500-5,500 lbs GVW \$10.50/Load

Vehicles 5,500-6,500 lbs GVW \$13.50/Load

1	<u>Vehicles greater than 6,500 lbs GVW</u>	<u>\$57.50/Ton</u>
2	<u>Vehicles with Trailers</u>	<u>\$57.50/Ton</u>
3	<u>Uncovered/Unsecured Load Surcharge</u>	<u>\$15.00/Load</u>
4	<u>Minimum Load Charge.....</u>	<u>\$7.50/Load</u>
5	<u>Use of Scale for Weighing Only.....</u>	<u>\$15.00/Weigh</u>
6	<u>Recycling Service</u>	
7	<u>Recyclable Materials Excluding Glass</u>	<u>\$160.00/Ton</u>
8	<u>Glass.....</u>	<u>\$47.50/Ton</u>
9	<u>Drop-Off Recycling</u>	<u>No Charge</u>
10	<u>Green Waste.....</u>	<u>\$47.50/Ton</u>
11	<u>Contaminated Green Waste</u>	<u>\$67.50/Ton</u>
12	<u>Manure</u>	<u>\$47.50/Ton</u>
13	<u>Household Hazardous Waste (Santa Fe Residents Only).....</u>	<u>\$50.00/Ton</u>
14	<u>Electronic Waste (E-Waste).....</u>	<u>\$50.00/Ton</u>
15	<u> Televisions and Computer Monitors.....</u>	<u>\$10.00/Unit</u>
16	<u>Universal Waste.....</u>	<u>\$50.00/Ton</u>
17	<u>Scrap Tires</u>	<u>\$250.00/Ton</u>
18	<u> Passenger Tires</u>	<u>\$3.00/Tire</u>
19	<u> Commercial Truck Tires.....</u>	<u>\$8.00/Tire</u>
20	<u> Oversized Tires.....</u>	<u>\$250.00/Ton</u>
21	<u>Scrap Metal</u>	<u>\$15.00/Ton</u>
22	<u>Mercury-Containing Equipment and Lamp.....</u>	<u>\$0.50/Unit</u>
23	<u>Appliances (White Goods).....</u>	<u>\$5.00/Unit</u>

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge..... \$6.50/Load

4 **Material Sales**

5 Mulch \$6.00/yd³

6 Mulch Available to the Public (less than 1 yd³) No Charge

7 Glass Aggregate..... \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 yd³) No Charge

9 Processed Conventional Recycling.....Prevailing Market Price or Highest Bid Price

10 Processed Electronic ScrapPrevailing Market Price or Highest Bid Price

11 Recovered Scrap MetalPrevailing Market Price or Highest Bid Price

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EXHIBIT A-3
SCHEDULE OF FEES

(Effective July 1, 2023 through June 30, 2024)

Landfill Service

Commercial Vehicles

Vehicles 12,500-18,000 lbs GVW \$60.00/Ton

Vehicles greater than 18,000 lbs GVW \$50.00/Ton

Immediate Burial \$90.00/Ton

Petroleum Contaminated Soil (>1,000 ppm TPH)..... \$70.00/Ton

Sludge \$60.00/Ton

Other Special Wastes \$60.00/Ton

Manure \$50.00/Ton

Scrap Tires \$250.00/Ton

Passenger Tires \$3.00/Tire

Commercial Truck Tires \$8.00/Tire

Oversized Tires \$250.00/Ton

Uncovered/Unsecured Load Surcharge \$25.00/Load

Minimum Load Charge..... \$10.00/Load

Use of Scale for Weighing Only..... \$15.00/Weigh

Transfer Service

Vehicles less than 4,500 lbs GVW \$8.00/Load

Vehicles 4,500-5,500 lbs GVW \$11.00/Load

Vehicles 5,500-6,500 lbs GVW \$14.00/Load

1	<u>Vehicles greater than 6,500 lbs GVW</u>	<u>\$60.00/Ton</u>
2	<u>Vehicles with Trailers</u>	<u>\$60.00/Ton</u>
3	<u>Uncovered/Unsecured Load Surcharge</u>	<u>\$15.00/Load</u>
4	<u>Minimum Load Charge.....</u>	<u>\$8.00/Load</u>
5	<u>Use of Scale for Weighing Only</u>	<u>\$15.00/Weigh</u>
6	<u>Recycling Service</u>	
7	<u>Recyclable Materials Excluding Glass</u>	<u>\$170.00/Ton</u>
8	<u>Glass.....</u>	<u>\$50.00/Ton</u>
9	<u>Drop-Off Recycling</u>	<u>No Charge</u>
10	<u>Green Waste.....</u>	<u>\$50.00/Ton</u>
11	<u>Contaminated Green Waste</u>	<u>\$70.00/Ton</u>
12	<u>Manure</u>	<u>\$50.00/Ton</u>
13	<u>Household Hazardous Waste (Santa Fe Residents Only).....</u>	<u>\$50.00/Ton</u>
14	<u>Electronic Waste (E-Waste).....</u>	<u>\$50.00/Ton</u>
15	<u> Televisions and Computer Monitors.....</u>	<u>\$10.00/Unit</u>
16	<u>Universal Waste.....</u>	<u>\$50.00/Ton</u>
17	<u>Scrap Tires</u>	<u>\$250.00/Ton</u>
18	<u> Passenger Tires</u>	<u>\$3.00/Tire</u>
19	<u> Commercial Truck Tires</u>	<u>\$8.00/Tire</u>
20	<u> Oversized Tires</u>	<u>\$250.00/Ton</u>
21	<u>Scrap Metal</u>	<u>\$15.00/Ton</u>
22	<u>Mercury-Containing Equipment and Lamp</u>	<u>\$0.50/Unit</u>
23	<u>Appliances (White Goods).....</u>	<u>\$5.00/Unit</u>

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge..... \$7.00/Load

4 Material Sales

5 Mulch \$6.00/yd³

6 Mulch Available to the Public (less than 1 yd³) No Charge

7 Glass Aggregate \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 yd³) No Charge

9 Processed Conventional Recycling.....Prevailing Market Price or Highest Bid Price

10 Processed Electronic ScrapPrevailing Market Price or Highest Bid Price

11 Recovered Scrap MetalPrevailing Market Price or Highest Bid Price

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EXHIBIT A-4
SCHEDULE OF FEES
(Effective July 1, 2024)

Landfill Service

Commercial Vehicles

<u>Vehicles 12,500-18,000 lbs GVW</u>	<u>\$62.50/Ton</u>
<u>Vehicles greater than 18,000 lbs GVW</u>	<u>\$52.50/Ton</u>
<u>Immediate Burial</u>	<u>\$92.50/Ton</u>
<u>Petroleum Contaminated Soil (>1,000 ppm TPH).....</u>	<u>\$72.50/Ton</u>
<u>Sludge</u>	<u>\$62.50/Ton</u>
<u>Other Special Wastes</u>	<u>\$62.50/Ton</u>
<u>Manure</u>	<u>\$52.50/Ton</u>
<u>Scrap Tires</u>	<u>\$250.00/Ton</u>
<u>Passenger Tires</u>	<u>\$3.00/Tire</u>
<u>Commercial Truck Tires</u>	<u>\$8.00/Tire</u>
<u>Oversized Tires</u>	<u>\$250.00/Ton</u>
<u>Uncovered/Unsecured Load Surcharge</u>	<u>\$25.00/Load</u>
<u>Minimum Load Charge.....</u>	<u>\$10.00/Load</u>
<u>Use of Scale for Weighing Only.....</u>	<u>\$15.00/Weigh</u>

Transfer Service

<u>Vehicles less than 4,500 lbs GVW</u>	<u>\$8.50/Load</u>
<u>Vehicles 4,500-5,500 lbs GVW</u>	<u>\$11.50/Load</u>
<u>Vehicles 5,500-6,500 lbs GVW</u>	<u>\$14.50/Load</u>

1	<u>Vehicles greater than 6,500 lbs GVW</u>	<u>\$62.50/Ton</u>
2	<u>Vehicles with Trailers</u>	<u>\$62.50/Ton</u>
3	<u>Uncovered/Unsecured Load Surcharge</u>	<u>\$15.00/Load</u>
4	<u>Minimum Load Charge</u>	<u>\$8.50/Load</u>
5	<u>Use of Scale for Weighing Only</u>	<u>\$15.00/Weigh</u>
6	<u>Recycling Service</u>	
7	<u>Recyclable Materials Excluding Glass</u>	<u>\$180.00/Ton</u>
8	<u>Glass</u>	<u>\$52.50/Ton</u>
9	<u>Drop-Off Recycling</u>	<u>No Charge</u>
10	<u>Green Waste</u>	<u>\$52.50/Ton</u>
11	<u>Contaminated Green Waste</u>	<u>\$72.50/Ton</u>
12	<u>Manure</u>	<u>\$52.50/Ton</u>
13	<u>Household Hazardous Waste (Santa Fe Residents Only)</u>	<u>\$50.00/Ton</u>
14	<u>Electronic Waste (E-Waste)</u>	<u>\$50.00/Ton</u>
15	<u> Televisions and Computer Monitors</u>	<u>\$10.00/Unit</u>
16	<u>Universal Waste</u>	<u>\$50.00/Ton</u>
17	<u>Scrap Tires</u>	<u>\$250.00/Ton</u>
18	<u> Passenger Tires</u>	<u>\$3.00/Tire</u>
19	<u> Commercial Truck Tires</u>	<u>\$8.00/Tire</u>
20	<u> Oversized Tires</u>	<u>\$250.00/Ton</u>
21	<u>Scrap Metal</u>	<u>\$15.00/Ton</u>
22	<u>Mercury-Containing Equipment and Lamp</u>	<u>\$0.50/Unit</u>
23	<u>Appliances (White Goods)</u>	<u>\$5.00/Unit</u>

1 Appliances with Refrigerant \$10.00/Unit

2 Uncovered/Unsecured Load Surcharge \$15.00/Load

3 Minimum Load Charge..... \$7.50/Load

4 **Material Sales**

5 Mulch \$6.00/vd³

6 Mulch Available to the Public (less than 1 vd³) No Charge

7 Glass Aggregate \$5.00/Ton

8 Glass Aggregate Available to the Public (less than 1 vd³) No Charge

9 Processed Conventional Recycling.....Prevailing Market Price or Highest Bid Price

10 Processed Electronic ScrapPrevailing Market Price or Highest Bid Price

11 Recovered Scrap MetalPrevailing Market Price or Highest Bid Price

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EXHIBIT B

ACCEPTED MATERIAL TABLE

Material Type	Caja del Rio Landfill	Buckman Road Recycling & Transfer Station
Vehicles greater than 12,500 lbs GVW	Yes	No
Vehicles with Self-Dumping Trailers	Yes	No
Immediate Burial / Dead Animals	Yes	No
Large/Bulky Items Exceeding Limits for Transfer Service	Yes	No
Petroleum Contaminated Soils	Yes	No
Sludge	Yes	No
Approved Special Waste <u>Other Special Wastes</u>	Yes	No
Vehicles less than 12,500 lbs GVW	No	Yes
Vehicles with Trailers Requiring Manual Unloading	No	Yes
Conventional Recycling <u>Recyclable Materials</u>	No	Yes
Green Waste	No	Yes
Manure	Yes	Yes
Scrap Metal	No	Yes
Scrap Tires	No	Yes
Electronic Scrap	No	Yes
Mercury-Containing Lamp <u>and Equipment</u>	No	Yes
<u>Universal Waste Including Batteries</u>	No	Yes
Refrigerant-Containing Appliances	No	Yes
Appliances	No	Yes
Household Hazardous Waste	No	Yes

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EXHIBIT C

HOURS OF OPERATION

Caja del Rio Landfill

Monday - Saturday 7:00 am – 5:00 pm*

Closed Sundays and Landfill Posted Holidays

**Commercial Account Holders Only Between 4:00 pm and 5:00 pm*

Landfill Posted Holidays

New Year's Day

Thanksgiving Day

Christmas Day

Buckman Road Recycling and Transfer Station (BuRRT)

Sunday – Saturday 8:00 am – 4:45 pm*

Closed BuRRT Posted Holidays

**Loads must be unloaded and out by 5:00 pm*

BuRRT Posted Holidays

New Year's Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

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Christmas Day

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MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director
Date: May 17, 2021
Subject: Request for Approval of Fiscal Year 2021-2022 Proposed Budget

RLK

Attached is the proposed Santa Fe Solid Waste Management Agency operating budget for the Fiscal Year 2022 beginning July 1, 2021 and ending June 30, 2022 (FY 22).

This memorandum provides a review of the current fiscal year (FY 21) and provides the framework for the proposed FY 22 budget. The format is similar to previous budgets and includes a budget summary, revenue justifications (Form R-1), a list of contractual services (Form E-1), and an organizational chart.

ACCOMPLISHMENTS

Major accomplishments for FY 21 include:

- Completed the Cell 5B landfill gas collection system expansion project at Caja del Landfill (Landfill).
- Replaced the constructed wetland and evaporation pond liners at Buckman Road Recycling and Transfer Station (BuRRT).
- Procured several heavy equipment rebuilds and repairs.
- Procured a Morbark XT-3400 wood grinder for BuRRT.
- Procured a Peterbilt lube truck to serve the Landfill and BuRRT.
- Procured additional portable windblown litter fencing for use at the Landfill to comply with regulatory requirements.
- Continued with Town Recycling for the processing and marketing of recyclable materials at BuRRT.
- Continued excavation in the East Phase (Cells 7-9 and storm water ditch).
- Provided excellent customer service, both internally and externally.

The Agency's major goals for FY 22 include:

- Set new fees, rates, and charges for the Landfill and BuRRT.
- Construct a new concrete storage bunker for glass recycling at BuRRT.
- Procure drainage material (crushed basalt) from Del Hur Industries for Landfill Cells 7-9.

- Procure heavy equipment and vehicles for the Landfill and BuRRT.
- Conduct a feasibility study of a large-scale solar farm at the Landfill.
- Obtain the necessary approval to accept limited quantities of out-of-county waste at the Landfill on an ‘ad hoc’ basis, a key recommendation of the 2014 solid waste assessment and management study.
- Assist the City of Santa Fe in passing/amending an ordinance that requires all construction and demolition waste generated in the City to be disposed of at the Landfill; a key recommendation of the 2014 solid waste assessment and management study.
- Provide consistent communication on recycling and solid waste management issues.
- Continue progress with the Agency’s Environmental Health and Safety and Training programs; and
- Continue providing excellent customer service, both internally and externally.

PROJECTED REVENUES

The proposed FY 22 budget shows projected revenues of \$9,085,430, an overall increase of \$1,376,930 from FY 21. Revenues for the proposed budget are based on current solid waste and recycling fees (rates) for the first three months of the fiscal year and proposed rate increases for the remaining nine months beginning October 1, 2021. The following table compares the proposed FY 22 revenues with FY 20 and FY 21.

Description	FY 20 Actual	FY 21 Budget	FY 21 Projected	FY 22 Proposed Budget
Landfill Tipping Fees	\$5,835,023	\$6,237,500	\$5,994,399	\$6,100,000
Transfer Station (BuRRT)	\$1,189,120	\$1,255,000	\$1,274,994	\$1,564,622
Recycling Processing Fee	\$0	\$0	\$0	\$1,126,913
Sale of Scrap Metals	\$43,961	\$27,500	\$62,377	\$63,000
Rock Sales	\$158,204	\$130,000	\$130,833	\$157,500
Composting	\$4,433	\$8,500	\$2,740	\$10,920
Sale of Glass	\$51,842	\$50,000	\$37,078	\$62,475
TOTAL	\$7,282,583	\$7,708,500	\$7,502,421	\$9,085,430

Landfill tipping fees are projected to decrease from \$6,237,500 to \$6,100,000, based on a lower projected tonnage of 163,645 tons versus 166,000 tons processed in prior years.

The projected revenue generated by the transfer station is expected to increase from \$1,255,000 to \$1,564,622 based on the proposed rate increases for solid waste, green waste, glass and scrap tires.

Projected revenue from the proposed recycling processing fee at \$150 per ton is expected to generate \$1,126,913 compared to no processing fee for prior years. The Agency expects to pay Town Recycling for processing and sorting recyclable materials at \$70 per ton (\$728,000).

Projected revenue from the sale of scrap metals is expected to remain flat at \$27,500.

Caja del Rio Landfill rock sale revenues are expected to increase slightly to \$157,500, based on a projected sale of 105,000 tons, up from 86,667 tons projected for FY 21. The increase in rock sales has a direct correlation to the increase in BLM royalty payments.

Projected revenue from the sale of mulch and finished compost under a public-private partnership with Payne's Nursery is expected to be \$10,920, which is based on approximately 2,730 tons at \$4.00 per ton.

Revenue (rebate) from the delivery of glass bottles to Momentum Recycling in Broomfield, Colorado, is projected to be \$62,475, based on 1,785 tons at \$35 per ton.

Interest income is not included. The Agency's fiscal agent, the City of Santa Fe, determines interest income and will be included when available.

PROJECTED EXPENSES

The FY 22 proposed budget shows an increase of \$1,377,745 in operating expenses from \$7,707,594 to \$9,085,339.

The increase includes \$49,721 of additional base salary and benefits after corrections were made to the FY 21 budget.

Premiums for medical, dental, and vision remain unchanged for the proposed budget. The anticipated 11% increase in costs will be covered by reserve funding.

The proposed budget contains a cost of living adjustment (COLA) of 1.8% (\$47,677) and a merit pay increase based on an evaluation system that averages to a 3% salary increase (\$63,384).

The structures of the COLA and merit pay are specified in Article 18 of the Agreement between the Agency and AFSCME Local 3999. The term of the Agreement is July 1, 2018, through June 30, 2021. The Appropriations Clause in Article 38 of the Agreement states the terms are contingent upon sufficient appropriations and authorizations by the Board. It also states that if the Board does not authorize the appropriations such as COLA and merit pay, then the Agency must provide written notice to AFSCME. The appropriations are then subject to immediate re-negotiation by the parties, upon written request by either party.

The same COLA and merit pay increases are proposed for the 12 non-union positions, including the Executive Director and temporary positions. The Agency's Personnel Policy Manual contains COLA and merit pay for employees, which are subject to the Board's approval via the budget.

The COLA is calculated as a percentage change in the consumer price index (CPI) as computed by the U.S. Department of Labor – Bureau of Labor Statistics using the Consumer Price Index for Urban Wage Earnings and Clerical Workers for the West Urban Area for All Items. Specifically,

the CPI is calculated using the annual rate of the previous calendar year for the upcoming budget (i.e., calendar year 2020 for FY 21 budget). The CPI for the calendar year 2020 is 1.8%. The COLA is applied to the Compensation Pay Plan by adjusting the ranges of each pay grade for union and non-union positions.

Merit pay increases are based on performance evaluations and range from 0% to 4%. Past merit pay averages 2.5% among employees who receive merit increases.

The proposed budget shows two new full-time positions – two Laborers at \$118,956 (salary and benefits). The laborer positions are union positions at grade SWU-3 with the pay ranging from \$13.96 to \$20.25 per hour. The laborers are needed full time to conduct litter patrol and perform general maintenance at both facilities. The revised organizational chart shows one Laborer and two Litter Patrol Temp positions at the Landfill, and one Laborer position at BuRRT.

The proposed budget includes a \$40,000 reduction in salary resulting from eliminating two temporary part-time employees. Part-time employees (9-month temporary assignment) are for general maintenance and litter patrol at both facilities, particularly during the windy season (March-June).

The annual lease payment for the city-owned BuRRT facility (6th year of the 8-year lease agreement) is \$266,000.

There are no changes for legal services or audit services in the proposed budget. Likewise, there are no changes for professional services such as website design and hosting and other miscellaneous professional services.

Compliance contracts for the Landfill show an increase of \$29,000 for environmental monitoring services, while BuRRT is projected to remain the same.

The proposed budget reflects an overall increase of \$24,910 for service contracts at the Landfill for security services, IT support, fire suppression system inspection and services on heavy equipment. The proposed budget also shows a decrease for Wasteworks support.

There is an overall increase of \$172,425 for service contracts at BuRRT for security services, IT support, armored cash pick-up services, scrap tire transportation and recycling, e-waste and television recycling, fire alarm system testing, and fire extinguisher inspections. The proposed budget shows decreases for Wasteworks support, glass transportation service, and MRF processing.

The proposed budget provides no change to the reimbursement share of basalt rock sales to BLM at \$75,000 with the assumption of 100,000 tons of basalt rock sold and \$0.75 per ton paid to BLM.

The FY 22 budget reflects an overall decrease of \$9,000 for communication expenses for the Landfill and BuRRT.

The proposed budget shows an overall decrease of \$26,000 for repairs to vehicles, office supplies,

safety supplies, bank charges and fees, printing and publishing, and advertising for the Landfill.

An increase of \$2,000 for water at the Landfill has been budgeted.

The proposed budget reflects an overall decrease of \$2,872 for insurance assessments as determined by the City of Santa Fe: general liability department assessment–facilities, benefits department assessment, general liability 3rd party administration–pollution, bond expense, and property coverage–general liability.

The proposed budget shows an increase of \$79,252 for services to other city departments based on the City of Santa Fe’s cost allocation from \$93,694 to \$172,946.

The FY 22 budget includes a decrease of \$7,000 for bank charges and credit card transaction fees at the Landfill due to changing credit card processing companies.

The proposed budget provides an overall increase to gross receipt taxes of \$78,827, which are based on 5% of projected revenues from landfill and transfer station tipping fees. The budget shows gross receipts taxes at the Landfill to be \$305,000 and BuRRT to be \$134,577.

The FY 22 budget shows no change in equipment/machinery rental (e.g., scissor lift rental).

The proposed budget shows a decrease of \$12,000 to repair and maintain heavy equipment and machinery at BuRRT.

An overall increase of \$7,500 for tires at the Landfill and BuRRT has been budgeted.

The FY 22 budget includes an increase of \$3,000 for gasoline at BuRRT. The budget also shows an overall increase of \$98,000 diesel for the Landfill and BuRRT with the expectation that diesel prices will rise from \$2.00 per gallon average to \$2.75 per gallon.

RESERVE FUNDS

The proposed budget contains intra-fund transfers out of \$1,065,000 to these four reserve funds:

- Capital Improvement Projects Reserve Fund - \$375,000
- Cell Development Reserve Fund - \$415,000
- Closure/Post-Closure Care Reserve Fund - \$75,000
- Landfill Gas Collection System Reserve Fund - \$200,000

In a separate memo, the Agency will request the Board approve a transfer of \$1,000,000 from the cash balance within the Operating Fund to the Equipment Replacement Reserve Fund.

The following proposed expenditures will be funded by the Capital Improvements Reserve Fund:

- Scale replacement for the inbound scale at Landfill - \$125,000.
- New concrete bunker for storing glass bottles at BuRRT - \$240,000.

The proposed budget includes expenditures funded by the Cell Development Reserve Fund:

- Procure 183,146 tons of crushed basalt from Del Hur Industries for drainage material for future lined disposal cells (Cells 7-9) at the Landfill - \$915,732.

The following proposed expenditures to be funded by the Equipment Replacement Fund:

- Semi-truck for BuRRT to replace Unit 1412, a 1997 Freightliner semi-truck - \$161,000.
- Two Wilkens walking floor (steel) trailers for BuRRT - \$200,000.
- Mini excavator for BuRRT to replace Unit 1437, a 2007 Caterpillar 307C mini excavator - \$113,000
- Heavy-duty service truck for the Landfill and BuRRT to replace Unit 1322, a 2003 Ford F-250 pickup truck with 86,787 miles - \$194,000
- Farm tractor with a mower for the Landfill to replace Unit 1315, a 1987 Case farm tractor – \$80,000

The proposed budget includes this expenditure funded by the Landfill Gas Collection System Reserve Fund:

- Engineering and O&M services for the landfill gas collection system at the Landfill - \$109,000.

ACTION REQUESTED

The FY 22 proposed budget is now before the Board for consideration and approval, with or without amendments.

Attachment: Fiscal Year 2022 Proposed Budget Packet

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ATTACHMENT 1

Fiscal Year 2022 Proposed Budget Packet

FY 2020/21 BUDGET
APPROVED JPB

FY 2021/2022
BUDGET
PROPOSED JPB

Difference Between
FY 20/21 and 21/22

LANDFILL OPERATING BUDGET-(8100851)

Object Account	Description			
500200	Exempt Full-Time	132,157	132,157	-
500350	Classified Full-Time	1,127,281	1,104,334	(22,947)
500800	Temporary Part-Time	80,000	40,000	(40,000)
501400	Overtime	28,000	35,000	7,000
502200	Incentives	4,200	4,200	-
503100	FICA	100,284	97,592	(2,692)
503150	Retirement (PERA)	262,573	257,816	(4,757)
503200	Employee Health Ins	327,853	333,427	5,574
503250	Retiree Health Care	24,224	24,814	590
503350	Workers' Comp	49,298	48,175	(1,123)
503400	City Share Dental Insurance	12,188	12,188	-
	MERIT 3% and related Liabilities	-	38,782	38,782
	COLA 1.8% and related Liabilities	-	28,873	28,873
510200	Legal Contract	40,300	40,300	-
510250	Compliance Contracts	45,000	74,000	29,000
510300	Professional Contracts	22,500	22,500	-
510310	Service Contracts	160,800	185,710	24,910
510320	Engineering Services	30,000	126,047	96,047
510330	Audit Services	25,000	25,000	-
510600	Reim Share of Sales (BLM)	75,000	75,000	-
513950	Propane Gas	21,000	21,000	-
514000	Water	23,000	25,000	2,000
514050	Electric	15,000	15,000	-
514100	Communication	35,000	28,000	(7,000)
520100	Rep and Maint Build/Struct	40,000	40,000	-
520200	Rep & Maint Grounds/Rd	5,000	5,000	-
520300	Rep & Maint Furn/Fix/Equip	15,000	15,000	-
520400	Rep & Maint Machin & Equip	300,000	300,000	-
520500	Rep & Maint Vehicles	13,000	10,000	(3,000)
530100	Office Supplies	10,000	7,000	(3,000)
530200	Operating Supplies	26,000	32,000	6,000
530300	Safety Supplies	15,000	10,000	(5,000)
530500	Uniform, Clothing, Linen	16,000	16,000	-
530600	Software	1,000	1,000	-
530700	Books/Subscripts/Periodicals	1,500	1,500	-
530710	Software Subscriptions	7,000	7,000	-
530900	Tires	30,000	34,500	4,500
531000	Gasoline	15,000	15,000	-
531050	Diesel	195,000	279,000	84,000
555250	Gen Liab Dept Assessment-Facilities	120,847	94,316	(26,531)
555260	Benefits Dept. Assess	11,426	9,911	(1,515)
555300	Gen Liab-Third Party Admin-Pollution	96,976	40,000	(56,976)
555400	Bond Expense	2,000	150	(1,850)
560200	Out of State	2,000	2,000	-
560250	In State	3,000	3,000	-
560500	Out of State	2,000	2,000	-
560550	In State	2,000	2,000	-
560700	Registration	3,500	3,500	-
561000	Postage and Mail Service	1,500	2,000	500
561200	Employee Training/Tuition	10,000	10,000	-
561400	Gross Receipt Taxes	295,815	305,000	9,185
561750	Bank Charges & Fees	12,000	5,000	(7,000)
561800	Printing & Publishing	5,000	-	(5,000)
561850	Advertising	13,000	10,000	(3,000)
561900	Dues	3,000	3,000	-
562550	Building Rental	200	200	-
562600	Equipment/Machinery Rental	5,000	5,000	-
563100	Svcs of other City Depts	46,847	86,473	39,626
572400	Inventory Exempt Purchases	20,000	20,000	-
	Total Landfill Budget	3,986,269	4,171,465	185,196

	FY 2020/21 BUDGET APPROVED JPB	FY 2021/2022 BUDGET PROPOSED JPB	Difference Between FY 20/21 and 21/22
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RECYCLING BUDGET (8100852)

Object Account	Description
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500350	Classified Full-Time	729,705	805,044	75,339
501400	Overtime	35,000	45,000	10,000
502200	Incentives	4,200	4,200	-
503100	FICA	58,821	65,350	6,529
503150	Retirement (PERA)	152,495	168,161	15,666
503200	Employee Health Ins	211,103	214,692	3,589
503250	Retiree Health Care	14,678	16,185	1,507
503350	Workers' Comp	36,014	39,952	3,938
503400	City Share Dental Insurance	8,652	10,160	1,508
	MERIT 3% and related Liabilities		24,602	24,602
	COLA 1.8% and related Liabilities	-	18,804	18,804
510250	Compliance Contracts	5,000	5,000	-
510300	Professional Contracts	2,500	2,500	-
510310	Service Contracts	1,422,400	1,249,975	(172,425)
510320	Engineering Services		35,825	35,825
513950	Propane Gas	4,000	2,400	(1,600)
514000	Water	4,000	4,000	-
514050	Electric	50,000	50,000	-
514100	Communication	29,000	27,000	(2,000)
520100	Rep and Maint Build/Struct	60,000	60,000	-
520200	Rep & Maint Grounds/Rd	5,000	5,000	-
520300	Rep & Maint Furn/Fix/Equip	13,000	13,000	-
520400	Rep & Maint Machin & Equip	230,000	218,000	(12,000)
520500	Rep & Maint Vehicles	10,000	10,000	-
530100	Office Supplies	4,000	4,000	-
530200	Operating Supplies	15,000	15,000	-
530300	Safety Supplies	20,000	10,000	(10,000)
530400	Food	1,000	1,000	-
530500	Uniform, Clothing, Linen	11,875	11,875	-
530600	Software	1,000	1,000	-
530700	Books/Subscrip/Periodicals	1,000	1,000	-
530710	Software Subscriptions	5,000	5,000	-
530900	Tires	35,000	38,000	3,000
531000	Gasoline	4,000	6,000	2,000
531050	Diesel	74,000	88,000	14,000
560200	Out of State	1,000	1,000	-
560250	In State	2,500	2,500	-
560500	Out of State	1,000	1,000	-
560550	In State	1,000	1,000	-
560700	Registration	1,000	1,000	-
561200	Employee Training/Tuition	12,000	12,000	-
561400	Gross Receipt Taxes	64,935	134,577	69,642
561750	Bank Charges & Fees	21,600	21,600	-
561850	Advertising	30,000	30,000	-
561900	Dues	1,000	1,000	-
562550	Land/Building	266,000	266,000	-
562600	Equipment/Machinery Rental	5,000	5,000	-
563100	Svcs of other City Depts	46,847	86,473	39,626
572400	Inventory Exempt Purchases	10,000	10,000	-
	Total Recycling Budget	3,721,325	3,848,875	127,550
Intra-Fund Transfers Out:				
811	Equipment Replacement	-	-	-
812	Gas Collection System	-	200,000	200,000
813	Cell Development	-	415,000	415,000
814	Emergency Cash Reserve	-	-	-
815	Closure/Post Closure	-	75,000	75,000
816	Capital Improvements	-	375,000	375,000
	Total Intra-Fund Transfers Out	-	1,065,000	1,065,000
	TOTAL OPERATING BUDGET	7,707,594	9,085,339	
	TOTAL PROJECTED REVENUES	7,708,500	9,085,430	
	NET REVENUES	906	91	-

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510200

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Legal Services	Legal Services	RFP	40,000	
Legal Service	Independent Legal Review of Legal Services		300	
TOTAL			40,300	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510250

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Enviromental Services	Monitoring of Methane, Groundwater and Leachate	RFP	69,000	
Storm Water Pollution Prevention Plans	Storm Water Monitoring, Inspection, Training and Updates		5,000	
TOTAL			74,000	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

() DEPARTMENT SFSWMA DIVISION BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510250

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Storm Water Pollution Prevention Plans	Storm Water Monitoring, Inspection, Training and Updates		5,000	
TOTAL			5,000	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510300

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
WEB Page	Updates and Changes to the Agency's WEB Page		2,500	
Professional Services	Misc Professional Services		20,000	
TOTAL			22,500	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510300

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
WEB Page	Updates and Changes to the Agency's WEB Page		2,500	
		TOTAL	2,500	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510310

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	<input checked="" type="checkbox"/> Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<small>(select one of the above - for additional line items use another form)</small>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Security	Security Services for the Landfill	ITB	58,860	
IT Computer Support	Provide Technical Computer Support	RFP	32,000	
OSHA Health/Safety	Required OSHA Medical/Physical Exams	RFP	10,500	
D&A Testing	Drug Testing/Random Testing/Vaccines		3,000	
Armored Services	Armored Services for Cash Pick-Up		6,400	
Disposal of Non-Hazardous Fluids	Disposal of Non-Hazardous Fluids as per State/Federal Regulations		3,200	
Eloys Pest Control	Monthly Pest Control Service		2,000	
Wastework Support	Support for Wastework Software		2,400	
Janitorial Services	Janitorial Services	ITB	37,100	
Employee Assistance	Employee Assistance Program		750	
Camera Monitoring	Camera Monitoring System		5,000	
Telephone Support	Office Telephone Service and Support		2,500	
Fire Extinguishers	Refill / Inspect Fire Extinguishers		2,000	
Fire Suppression	Fire Suppression-Heavy Equipment Annual Inspection		20,000	
TOTAL			185,710	

CITY OF SANTA FE, NEW MEXICO
FISCAL YEAR 2021/22
CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BuRRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510310

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	<input checked="" type="checkbox"/> Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<small>(select one of the above - for additional line items use another form)</small>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense

New Contract / Grant

Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Security	Security Services for the Landfill	ITB	50,140	
IT Computer Support	Provide Technical Computer Support	RFP	32,000	
OSHA Health/Safety	Required OSHA Medical/Physical Exams	RFP	10,500	
DNA Testing	Drug Testing/Random Testing/Vaccines		3,000	
Armored Services	Armored Services for Cash Pick-Up		6,400	
Disposal of Non-Hazardous Fluids	Disposal of Non-Hazardous Fluids as per State/Federal Regulations		2,000	
Eloys Pest Control	Monthly Pest Control Service		2,000	
Wastework Support	Support for Wastework Software		1,200	
Employee Assistance	Employee Assistance Program		750	
Camera Monitoring	Camera Monitoring System		5,000	
Telephone Support	Office Telephone Service and Support		2,500	
Hazardous Waste Disposal	Household Hazardous Waste Disposal From BuRRT (ACT & Terracycle)	RFP	125,000	
Tire Disposal	Disposal, Processing and Hauling of Tires	ITP	50,600	
Sprinkler Testing	Annual Sprinkler Testing at the BuRRT		20,000	
Fire Alarm Testing	Quarterly Fire Alarm System Inspection Quarterly Fire Alarm Monitoring		2,500 360	
Janitorial Services	Janitorial Services	ITB	32,900	
E-Waste Disposal	E-Waste Diposal and Television Disposal	ITB	50,000	
Glass Hauling	Hauling Glass to Colorado	ITB	103,125	
Recycling	Recycling Contract	RFP	750,000	
	1 7	TOTAL	1,249,975	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510320

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
<input checked="" type="checkbox"/> Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Engineering Services	Section 404, Management Plans, Topo, Volume Calc, Scale Replacement, Landfill Support & Miscellaneous Engineering Services		126,047	
TOTAL			126,047	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BuRRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510320

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
<input checked="" type="checkbox"/> Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Engineering Services	BuRRT Glass Crusing Area		35,825	
TOTAL			35,825	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510330

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	<input checked="" type="checkbox"/> Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Audit	Annual Financial Audit Required by New Mexico State Auditor	RFP	25,000	
TOTAL			25,000	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2021/22

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510600 (BLM Reimbursed Share of Sales of Rock)

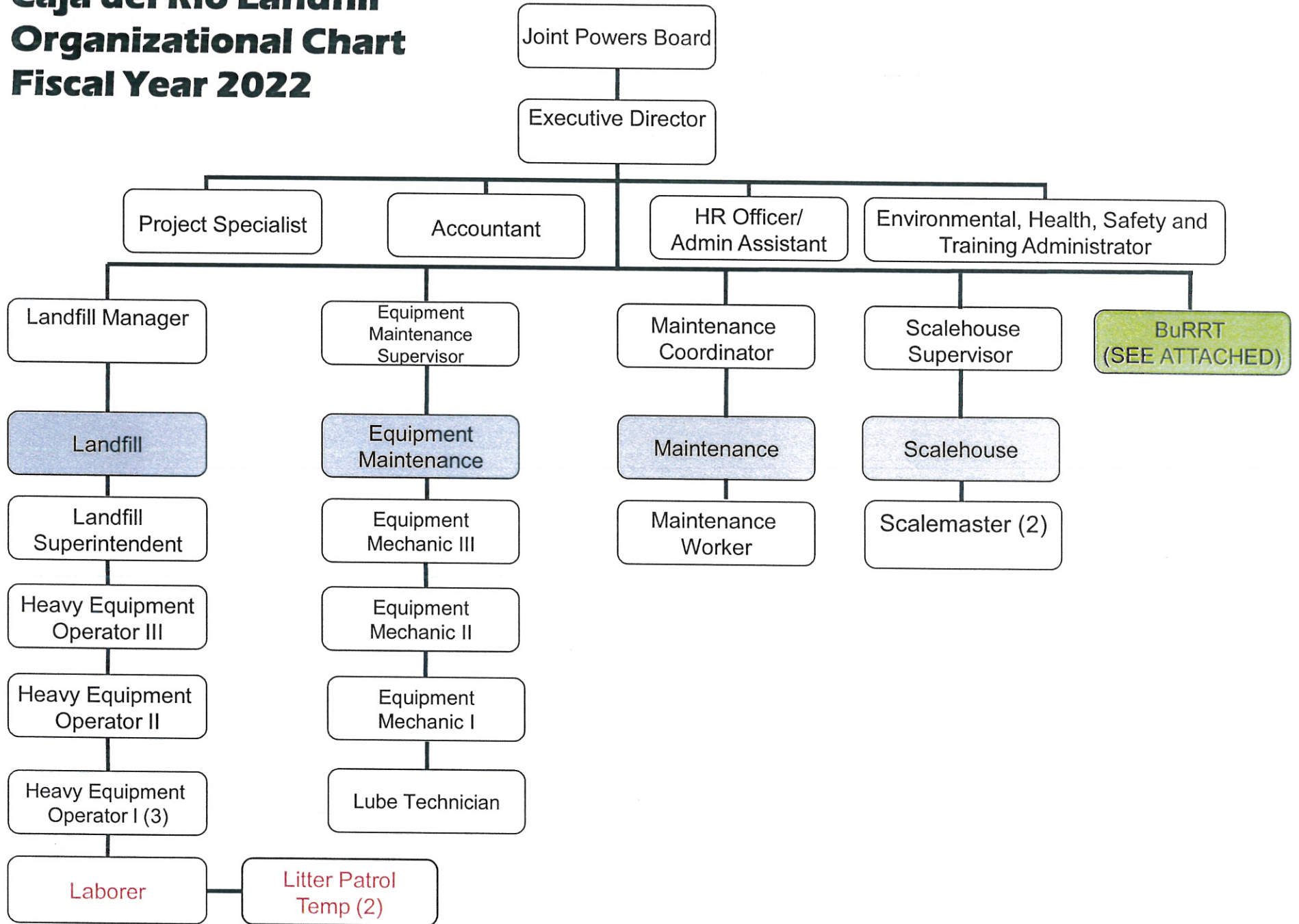
Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	<input checked="" type="checkbox"/> Reimburse Share of Sales - 510600
Chemicals Service - 510810	(select <u>one</u> of the above - for additional line items use another form)		

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

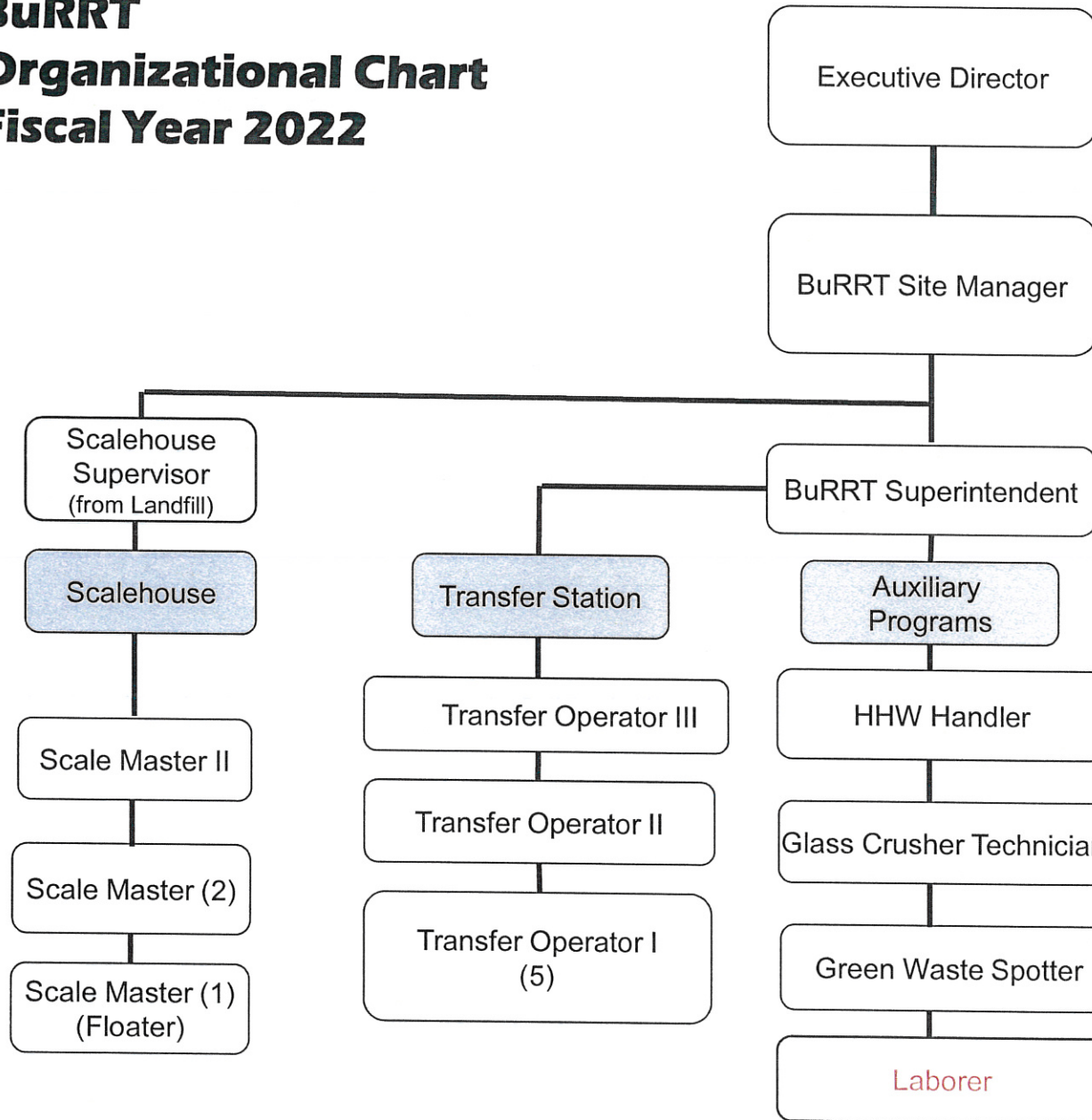
Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
BLM Sale of Rock	BLM Mineral Contract (Assumed 100,000 tons of Rock to be sold and paid \$.75/ton to BLM)	Mineral Contract	75,000	
TOTAL			75,000	

Caja del Rio Landfill Organizational Chart Fiscal Year 2022



BuRRT Organizational Chart Fiscal Year 2022



MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 16, 2021
Subject: Request for Approval to Transfer \$1,000,000 to Equipment Reserve Fund from Cash Balance within the Operating Fund as set Forth in the Agency's Reserve Fund Policy

SUMMARY

The Agency is requesting the Board approve transferring \$1,000,000 from the Operating Fund cash balance to the Equipment Replacement Reserve Fund to meet the appropriate funding levels set forth in the Agency's Reserve Fund Policy.

The Agency also requests approval of a \$1,000,000 budget increase, transferred from the Operating Fund's cash balance, to the Equipment Replacement Reserve Fund.

BACKGROUND

On March 17, 2016, the Board approved Resolution 2016-2, which established the reserve fund policy. The Board also approved the reserve funds and recommended funding levels described in the NewGen Strategies and Solutions memorandum dated March 14, 2016.

The Operating Fund is the principal operating fund of the Agency, and its purpose is to record daily financial activities (i.e., revenues and expenditures). The Operating Fund cash balance is not designated for a specific purpose and can be reallocated to reserve funds as necessary, as long as sufficient money remains to accommodate day-to-day cash needs. The cash balance at the end of each fiscal year should be maintained at 25% to 30% of operating expenditures.

For illustrative purpose, the total operating expenses budgeted for FY 2022 is \$9,085,339. Based on this, the Operating Fund should have between \$2.3 and \$2.7 million at the end of FY 2021 to be fully funded. Any amount above that can be transferred to reserve funds. The Executive Director identifies the need to transfer money from the Operating Fund cash balance to a reserve fund and confirms that any transfer is consistent with the purpose of the reserves, as described in the reserve fund policy.

On June 30, 2021 (the end of FY 2021, the Operating Fund (810.100700) cash balance is projected to be \$3.8 million. Subtracting 30% of the proposed FY 2022 operating budget (\$2,725,602) leaves \$1,074,602 available to transfer from the Operating Fund. Of that amount, \$1,000,000 will be transferred to the Equipment Replacement Reserve Fund.

The six reserve funds with number and designation are as follows:

1. Equipment Replacement Reserve (8110855.655810) - Internally Designated
2. Landfill Gas Collection Reserve (8120855.655810) - Internally Designated
3. Cell Development Reserve (8130855.655810) - Internally Designated
4. Emergency Cash Reserve (8140855.655810) - Internally Designated
5. Closure/Post-Closure Care Reserve (8150855.655810) - Restricted
6. Capital Improvements Reserve (8160855.655810) - Internally Designated

The Equipment Replacement Reserve is to fund the replacement of the heavy equipment and rolling stock used at the landfill and BuRRT. The recommended funding level for the reserve in FY 2025 is \$3.75 million.

The Landfill Gas Collection Reserve is to fund the expansion and maintenance of the landfill gas (LFG) collection system. The recommended funding level is \$635,000 to accommodate the installation of 13 new landfill gas wells in Cell 6B in FY 2025, annual operation and maintenance of the LFG collection system, engineering reporting, and air quality permit renewals.

The Cell Development Reserve is to fund the design, development, and construction of new landfill cells for the Agency's Landfill. The recommended funding level for the reserve is \$925,000 to purchase basalt drainage/protective cover material for future Cells 7, 8 and 9 beginning in FY 2022.

The Emergency Cash Reserve is designated to be at least 10% of the operating budget to ensure the continuation of services during non-routine and unforeseen circumstances such as a significant decrease in tonnage at the landfill, an increase in regulatory compliance costs, unexpected operating expenses due to natural disasters, or other emergency conditions that create a threat to public health, welfare, safety, or property. The Emergency Cash Reserve is not intended to be used for operating budget shortfalls, to fund new programs, or for personnel costs. The recommended funding level for the reserve is \$908,534.

Unlike the other reserve funds, the Closure/Post-Closure Care Reserve is a restricted fund that is required by state and federal laws to pay for the costs of closing cells and to perform post-closure care of the landfill for 30 years. The reserve also covers the closure of BuRRT. The closure/post-closure care liability is re-calculated annually by a professional engineer. Approval by the New Mexico Environment Department and Joint Powers Board are required prior to expending funds from the reserve. The recommended funding level for the reserve is \$8 million.

The Capital Improvements Reserve is funded to support capital improvement projects that are non-rolling stock or equipment related. Examples of anticipated capital improvements for the Agency include, but are not be limited to, replacing the inbound scale at the Landfill, constructing a new concrete bunker for glass storage at BuRRT, and replacing the transfer station roof. The recommended funding level for the reserve is \$600,000.

Table 1 shows the reserve fund levels before and after the transfers. The total amount to be transferred from the Operating Fund cash balance to the Equipment Replacement Reserve is \$1 million.

It is important to recognize that funding levels may fluctuate on a year to year basis for Equipment Replacement Reserve, Landfill Gas Collection Reserve and Capital Improvements Reserve, which are based on future expenditures. Others, such as the Closure/Post-Closure Care and the Cell Development reserves, should accumulate funds over time for a specific purpose or event.

ACTION REQUESTED

The Agency is requesting the Board approve a \$1,000,000 transfer from the Operating Fund's cash balance to the Equipment Replacement Reserve Fund to meet the appropriate funding levels set forth in the Agency's Reserve Fund Policy.

The Agency also requests approval of a \$1,000,000 budget increase to 8110855.655810 (Equipment Replacement Reserve Fund) from 810.100700 (Cash Balance within the Operating Fund).

- Attachments:
- 1) Budget Adjustment Requests (BAR)
 - 2) Resolution 2016-2
 - 3) NewGen Strategies and Solutions Memorandum dated March 14, 2016

M:\Memo\Memo051820.2

Table 1. Summary of SFSWMA Reserves

<i>Operational Budgets (8100851 Landfill, 8100852 BuRRT)</i>	
FY 2022 Proposed Budget	\$9,085,339
Cash Balance Operating Fund at end of FY 2021 (June 30, 2021)	\$3,800,000
Operating Reserves @ 30% of Operational Budgets	\$2,725,602
Available for Transfer (Cash Balance-Operating Reserve)	\$1,074,398
<i>Emergency Cash Reserve Fund (814)</i>	
Recommended 10% of Operating Fund	\$908,534
Cash balance as of June 30, 2021	\$781,535
FY-2022 Inter-Fund Transfer In	-
Fund Transfer	-
Fund Balance After Transfers	\$781,535
<i>Equipment Replacement Reserve Fund (811)</i>	
Recommended Level	\$3,750,000
Cash balance as of June 30, 2021	\$743,112
FY 2022 Inter-Fund Transfer In	-
Fund Transfer	\$1,000,000
Fund Balance After Transfers	\$1,743,112
<i>Landfill Gas Collection Reserve Fund (812)</i>	
Recommended Level	\$635,000
Cash balance as of June 30, 2021	\$296,396
FY 2022 Inter-Fund Transfer In	\$200,000
Fund Transfer	-
Fund Balance After Transfers	\$496,396
<i>Cell Development Reserve Fund (813)</i>	
Recommended Level	\$925,000
Cash balance as of June 30, 2021	\$506,359
FY 2022 Inter-Fund Transfer In	\$415,000
Fund Transfer	-
Fund Balance After Transfers	\$506,359
<i>Closure/Post Closure Reserve Fund (815)</i>	
Recommended Level	\$8,000,000
Cash balance as of June 30, 2021	\$7,993,795
FY 2022 Inter-Fund Transfer In	\$75,000
Fund Transfer	-
Fund Balance After Transfers	\$8,068,795
<i>Capital Improvement Reserve Fund (816)</i>	
Recommended Level	\$600,000
Cash balance as of June 30, 2021	\$294,864
FY 2022 Inter-Fund Transfer In	\$375,000
Fund Transfer	-
Fund Balance After Transfers	\$669,864

ATTACHMENT 1

Budget Adjustment Requests (BAR)

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
SFSWMA					5/14/2021
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Transfer out to Fund 811	8100851	755811		1,000,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Transfer In from 810	8110855	655810		(1,000,000)	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ -	\$ -

To transfer funding from SWMA Operating cash reserves to the Equipment Replacement Reserve Fund as set forth in the Agency's Reserve Fund Policy

Cash is available in the operating cash reserve fund (810.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
811	1,000,000
810	(1,000,000)
TOTAL:	0

Emily Pisula	5/14/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

ATTACHMENT 2

Resolution 2016-2

RESOLUTION 2016-2

A RESOLUTION OF THE JOINT POWERS BOARD OF THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY
APPROVING A RESERVE FUND POLICY

WHEREAS, the Santa Fe Solid Waste Management Agency was formed in 1995 by a Joint Powers Agreement executed by the City of Santa Fe and the County of Santa Fe, New Mexico; and

WHEREAS, the Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill and the Buckman Road Recycling & Transfer Station (BuRRT).

WHEREAS, the Agency operates as an enterprise fund and utilizes a separate self-balancing fund called an "operating fund" to record its daily financial activities; and

WHEREAS, the Agency considers the cash balance within the operating fund to be "internally designated" so it is not committed to a particular use and can be made available to address emergencies or reallocated to reserve funds as necessary to provide fiscal stability; and

WHEREAS, the reserve funds are prudent fiscal management tools for the Agency and are a cornerstone of long-term financial planning to ensure the Agency is prepared for unexpected events, large capital expenditures and compliance with regulatory requirements; and

WHEREAS, the Agency has had a reserve fund policy since 1999; and

WHEREAS, the Agency has conducted a review of the reserve funds maintained by the Agency, whether any additional funds would be advisable as well as the funding levels established for each of the reserve funds.

NOW, THEREFORE, BE IT RESOLVED by the Joint Powers Board of the Santa Fe Solid Waste Management Agency as follows:

1. The Agency adopts the Reserve Funds, the Reserve Levels and the Authorizations for each fund as described in NewGen Strategies and Solutions memorandum dated March 14, 2016, as the Agency's reserve fund policy.
2. The Agency will maintain the cash balance within the operating fund, at a minimum, equal to 25%-30% of operating and maintenance expenditures (based on the two Agency operational budgets – Landfill and Recycling).
3. The Agency shall maintain the five existing reserve funds: Emergency Cash Reserve, Equipment Replacement Reserve, Landfill Gas Collection Reserve, Cell Development Reserve and Closure/Post-Closure Care Reserve and establish one new reserve fund: Capital Improvements Reserve.

4. The Agency will maintain the Emergency Cash Reserve at no less than 10% of operating and maintenance expenditures (based on the two Agency operational budgets – Landfill and Recycling).
5. The Joint Powers Board shall approve annual transfers from the cash balance within the operating fund to fund the reserve funds in sufficient amounts to meet the appropriate funding level of each reserve.
6. The Joint Powers Board shall approve any expenditure of funds from the Emergency Cash Reserve, Equipment Replacement Reserve, Landfill Gas Collection Reserve, Cell Development Reserve and Capital Improvements Reserve.
7. The Joint Powers Board and New Mexico Environment Department shall approve any expenditure of funds from the Closure/Post-Closure Care Reserve.
8. The Agency shall dissolve the unused insurance deductibles reserve and complete a one-time transfer of these funds to the Capital Improvements Reserve.
9. The Agency shall dissolve the construction-in-progress reserve and the landfill permitting reserve at the conclusion of the current permitting process and complete the transfer of these funds to the Cell Development Reserve.
10. The Joint Powers Board approves the recommended reserve fund target level listed in the NewGen Strategies and Solutions memorandum.
11. The Agency and the Joint Powers Board understand that the reserve amounts recommended in the NewGen Strategies and Solutions memorandum, are minimums, and that the reserve levels can, and will, fluctuate over time as operations dictate.

BE IT FURTHER RESOLVED, that the Joint Powers Board directs that the Executive Director of the Agency is hereby authorized and directed as follows:

1. Identify the need for transfer of any amounts from the cash balance within the operating fund to reserve funds and confirm that the transfer is consistent with the purpose of the reserves as described in the reserve fund policy.
2. Identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in the reserve fund policy.
3. Approve emergency purchases not to exceed fifty thousand dollars (\$50,000), excluding applicable state and local gross receipts taxes and freight from the cash balance within the operating fund.

ATTACHMENT 3

NewGen Strategies and Solutions Memorandum dated March 14, 2016



3420 Executive Center Drive
Suite 165
Austin, TX 78731
Phone: (512) 479-7900

Memorandum

To: Mr. Randall Kippenbrock, P.E., Executive Director
Santa Fe Solid Waste Management Agency (SFSWMA)

From: Mr. David S. Yanke, President – Environmental Practice
NewGen Strategies and Solutions, LLC

Date: March 14, 2016

Re: Reserve Fund Policy for the Santa Fe Solid Waste Management Agency

Introduction

The Santa Fe Solid Waste Management Agency (SFSWMA or Agency) retained NewGen Strategies and Solutions, LLC (NewGen) to assist in the development of a formal, documented reserve fund policy for the Agency. This memorandum report details NewGen's analysis and recommendations concerning the types of reserves the Agency should maintain, as well as the minimum funding levels that each reserve should maintain, to ensure the financial integrity of the Agency.¹

Purpose

The purpose of this reserve fund policy is to assist the Agency in the establishment of the necessary types of reserves as well as clearly identify the funding levels for the reserves, which are consistent with the Agency's mission to be an innovative, responsive, and integrated solid waste organization that provides safe, cost-efficient and environmentally-sound management of solid waste generated by its customers, while educating the public regarding the importance of waste diversion programs.

Since 1999, the Agency has had a reserve fund policy with regard to the type of reserves established by the Agency as well as the funding levels established for each of the reserves. Financial policies regarding reserves for solid waste utilities, including the Agency, have many benefits and represent a critical element of sound fiscal management. Reserves are prudent fiscal management tools for the Agency and are a cornerstone of long-term financial planning.²

Additionally, reserves ensure the Agency is prepared for:

- Unexpected events which may have an adverse impact on the Agency's cash flow – such as an unexpected decrease in tonnage for disposal;
- Large capital expenditures – such as the purchase of equipment or the funding of cell construction; and

¹ The findings and recommendations concerning the types of reserves and funding levels associated with these reserves are based on standard practices within the solid waste industry, as well as Mr. Yanke's 20 plus years of experience within the industry dealing with these types of financial and policy related issues.

² For purposes of this memo, the term reserve and reserve fund will be used interchangeably.

- Compliance with regulatory requirements – such as closure/post-closure care costs, a landfill gas collection system, and groundwater monitoring wells.

Background

The Agency operates as an enterprise fund and utilizes a separate self-balancing fund called an “operating fund” to record its daily financial activities, (i.e., revenues and expenditures). The Agency is responsible for the operation of the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

The Landfill receives approximately 150,000 tons per year of waste for disposal. The BuRRT facility receives approximately 6,800 tons per year of recyclables which are currently collected and long-hauled by the Agency to Friedman Recycling’s Materials Recovery Facility (MRF) in Albuquerque, NM, for processing. The BuRRT facility also receives approximately 16,000 tons of waste, which is hauled to the Landfill for disposal; 2,200 tons of glass for processing and recycling; and 7,400 tons of green waste which is mulched and subsequently sold as mulch to customers or composted at the Landfill by a third-party contractor. In addition, the Agency provides a number of diversion programs that include, but are not limited to, the collection of electronic waste, appliances, scrap metals, mercury lamps, batteries, and household hazardous waste (HHW).

The majority of the Agency’s revenue is generated through the tipping fees charged at the Landfill and BuRRT. The Agency is subject to numerous state and federal regulations due to the environmental aspect of its operations. Additionally, in the solid waste industry it is common to incur large capital expenditures for equipment, cell construction, building repairs/upgrades, the landfill gas collection system, and environmental monitoring (e.g., stormwater, methane, groundwater). These large capital outlays require that the Agency be continually updating its long range financial forecast to ensure sufficient funds are set aside to pay for these capital projects when they occur. The establishment of a reserve fund policy and funding of these reserves will ensure that the Agency is able to fund these large capital outlays as they arise.

The Agency currently receives revenue from two primary sources and four secondary sources as listed below:

Primary Revenue Sources

- Landfill tipping fees
- BuRRT tipping fees

Secondary Revenue Sources

- Sale of recyclables
- Sale of compost and mulch
- Sale of basalt rock
- Miscellaneous

Furthermore, within the Agency’s operating fund, it utilizes two separate operational budgets to capture appropriated expenditures: Landfill and Recycling (BuRRT).

Cash Balance within the Operating Fund

The Agency considers the cash balance within the operating fund to be “internally designated” so it is not committed to a particular use; however it can be made available to address emergencies or reallocated to reserves as necessary to provide fiscal stability.

Types of Reserve Funds

The Agency has two types of reserves: restricted and internally designated.

Restricted Reserve Fund

Restricted reserves are limited in terms of what the funds may be used to pay for and are associated with a specific purpose. Restrictions are required and enforced by third parties or legal requirements. For example, a bond reserve is a common reserve with restricted use per the applicable bond ordinance. Cash set aside in such a reserve can only be used to retire the bond.

Another example is the Agency’s restricted reserve that was established in 1999 as an allowable financial assurance mechanism for closure/post-closure care costs, phase I or phase II assessments, or corrective action at a solid waste facility (i.e., landfills, transfer stations), per 20.9.10.20 of the New Mexico Administrative Code (NMAC). Withdrawals of funds from the restricted reserve must have prior approval by the Secretary of the New Mexico Environment Department (NMED).

Internally Designated Reserve Fund

Internally designated reserves are often more flexible and allow a solid waste utility such as the Agency to apply funds to a wider range of purposes within predefined limits. Internally designated reserves are reserves that are set up by the solid waste utility and are not required by a third party or regulatory authority. The establishment of internally designated reserves may be defined by a solid waste utility’s reserve policy; however, the governing body of the solid waste utility can change or re-purpose its use of these funds, if necessary. Thus, the Joint Powers Board can establish a reserve fund policy that identifies a reserve as “internally designated,” such as the Equipment Replacement Reserve.³

Reserve Management

The Agency should evaluate the financial position of the operating and reserve funds on a continuous basis and at the midway point of each fiscal year (e.g., January) compute the projected end of year cash balances (i.e., June 30) for each of the funds. By forecasting cash balances, the Agency can evaluate the sufficiency of cash in each reserve and whether any adjustments need to be made to any of the reserves.

The Executive Director of the Agency will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this reserve fund policy.

NewGen notes that the reserves discussed in this memo are designed to serve a variety of purposes, and as a result, should be managed differently. For example, the Equipment Replacement Reserve will be

³ NewGen notes that it is important to clarify the difference between restricted reserves that are required by a third party, versus internally designated reserves that are established by the Joint Powers Board.

affected by the purchase of equipment as indicated in the Agency's replacement schedules. After such purchases, the Equipment Replacement Reserve will require additional funding to achieve the recommended balance. The Equipment Replacement Reserve will fluctuate as a result of the expenditures and forecasted needs of the Agency on a year to year basis.

Conversely, the funding level for the Closure/Post-Closure Care Reserve is accumulated over time to account for the closure of a section of the Landfill, the final closure of the entire Agency's facilities (Landfill and BuRRT) or the post-closure care of a closed Agency facility. The amount in this reserve will not fluctuate nearly as much as the Equipment Replacement Reserve. The funding level for the Closure/Post-Closure Care Reserve should be re-calculated annually by a professional engineer. It is important that the forecasted cost of this liability is fully funded within this reserve.

Similar to the Closure/Post-Closure Care Reserve, the Cell Development Reserve should accumulate funds over time to address future cell development needs, and the funding for this reserve should reflect those estimated costs.

It is important to note that the reserve levels described in this memo are minimum amounts that NewGen recommends for each type of reserve. It is equally important to understand that the required reserve levels – as well as the actual reserve balances – can, and will, fluctuate over time depending upon the purpose of the reserve. At any given point in time, the actual reserve level may be above or below the recommended target reserve level, depending on the outgoing expenditures and the accumulation of funds.

Description of the Operating Fund and Reserve Funds

The following sections describe the purpose of the operating fund and six reserve funds that NewGen recommends for the Agency as well as the recommended funding levels. It should be noted that five reserves have already been established by the Agency. The only reserve that NewGen has added is the Capital Improvements Reserve. NewGen emphasizes that the formal establishment and funding of these types of reserves is the norm, not the exception, within the solid waste industry. Listed below are the recommended reserves.

Internally Designated Reserve Funds

- Emergency Cash Reserve
- Equipment Replacement Reserve
- Landfill Gas Collection Reserve
- Cell Development Reserve
- Capital Improvements Reserve (new)

Restricted Reserve Fund

- Closure/Post-Closure Care Reserve

Operating Fund

- Type:** Internally Designated
- Purpose:** The Operating Fund is the principle operating fund of the Agency and its purpose is to record the daily financial activities, (i.e., revenues and expenditures). The cash balance within the operating fund is not designated to a particular use or purpose. The cash balance within the operating fund can be reallocated to reserves as necessary to provide fiscal stability, as long as sufficient funds remain within the operating fund to accommodate day-to-day operating cash needs.
- Proposed Reserve Level:** The cash balance within the operating fund should be maintained at 25% to 30% of the operating expenditures (based on the two Agency operational budgets) as of July 1st of each fiscal year. For illustrative purposes, total current operating expenses for FY 2016 are budgeted at \$6,535,162.⁴ Based on those expenditures, the Operating Fund should have approximately \$1.6 million to \$2.0 million at the end of the fiscal year, which is June 30, 2016, to be fully funded. Any amount above the 25%-30% of the operating expenditures could be transferred to the other reserve funds.⁵
- The Executive Director of the Agency will identify the need for the transfer of any amounts from the cash balance within the operating fund to reserve funds and confirm that the transfer is consistent with the purpose of the reserves as described in this reserve fund policy.
- Authorization:** The Joint Powers Board approval shall be required for the transfer of any amounts within the operating fund to one or more of the reserve funds.

Emergency Cash Reserve Fund

- Type:** Internally Designated
- Purpose:** The purpose of the Emergency Cash Reserve is to maintain a reserve to ensure the continuation of services to the public during non-routine and unforeseen incidents such as a significant decrease in tonnage at the Landfill, an increase in costs associated with regulatory compliance, unexpected operating expenses linked to damage caused by natural disasters or other emergency conditions. Emergency conditions are conditions that create a threat to public health, welfare, safety, or property. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of the Agency, the preservation or protection of the Agency, the Agency's property, or the health and safety of any person.

⁴ Per Agency staff. Number obtained from Agency financial model, Fund Summary Tab, cell S16.

⁵ There are some utilities and cities that fund this reserve at 50% to 100% of the O&M costs of the utility.

The Emergency Cash Reserve is not intended for operating budget shortfalls or to fund new programs or pay for personnel costs.

Proposed Reserve Level: The Emergency Cash Reserve should be maintained at no less than 10% of operating expenditures (based on the two Agency's operational budgets), as of July 1st of each fiscal year. For illustrative purposes, total current operating expenses for FY 2016 are budgeted at \$6,535,162.⁶ Based on those expenditures, the Emergency Cash Reserve should have approximately \$650,000 at the end of the fiscal year, which is June 30, 2016, to be fully funded.

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Emergency Cash Reserve and prior to the expenditure of funds from the Emergency Cash Reserve.

The Executive Director of the Agency is authorized to approve emergency purchases not to exceed fifty thousand dollars (\$50,000), excluding applicable state and local gross receipts taxes and freight from the Emergency Cash Reserve. When it is practicable to do so, emergency purchases of more than fifty thousand dollars (\$50,000) from the Emergency Cash Reserve shall be approved by the Joint Powers Board in advance. When obtaining advance approval from the Joint Powers Board is not practicable, the Joint Powers Board shall be informed of the emergency purchase at its next scheduled meeting.

Equipment Replacement Reserve Fund

Type: Internally Designated

Purpose: The purpose of the Equipment Replacement Reserve is to fund the replacement of the Agency's equipment. This fund can be further separated by specifying replacement schedules for landfill equipment versus recycling equipment, if desired. Examples of such replacements include, but will not be limited to, the following:

- **Landfill:** compactors, dozers, scrapers, wheel loaders, water wagons, and vehicles.
- **Recycling/BuRRT:** roll-off trucks, transfer trucks/trailers, wheel loaders, vehicles, MRF equipment, balers, crushers, and grinders.

Proposed Reserve Level: Annual transfers from the cash balance within the operating fund will fund the Equipment Replacement Reserve. Funds should be accumulated in sufficient amounts to replace equipment as needed after maximizing maintenance and repair of current equipment. This reserve should be funded until it reaches a level of \$1,250,000 to accommodate the replacement of equipment as indicated in the

⁶ Per Agency staff. Number obtained from Agency financial model, Fund Summary Tab, cell S16.

Agency's equipment replacement schedules.⁷

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Equipment Replacement Reserve and prior to the expenditure of funds from the Equipment Replacement Reserve.

Landfill Gas Collection Reserve Fund

Type: Internally Designated

Purpose: The purpose of the Landfill Gas Collection Reserve is to fund the expansion and maintenance of the landfill gas (LFG) collection system. Costs include the installation of new landfill gas wells in Cells 5B and 6B, annual operation and maintenance of the LFG collection system, engineering reporting and air quality permit renewals. Costs can also include the replacement of existing landfill gas wells.

Proposed Reserve Level: Annual transfers from the cash balance within the operating fund will fund the Landfill Gas Collection Reserve. Funds should be accumulated in the Landfill Gas Collection Reserve until they achieve a level of \$400,000.⁸

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Landfill Gas Collection Reserve and prior to the expenditure of funds from the Landfill Gas Collection Reserve.

Cell Development Reserve Fund

Type: Internally Designated

Purpose: The purpose of the Cell Development Reserve is to fund the design, development, and construction of new landfill cells for the Agency's Landfill. This is oftentimes one of the largest reserves for a solid waste utility that operates a landfill (other than the Closure/Post-Closure Care Reserve), and is critical that it be fully funded so debt does not need to be issued to fund the construction of a new cell.

Proposed Reserve Level: Annual transfers from the cash balance within the operating fund will fund the Agency's Cell Development Reserve. Funds should be accumulated until they reach a reserve level of approximately \$2.2 million for Cell 6B by FY 2018.⁹

⁷ Six year average for Agency equipment replacement expenditures (FY 2016 – FY 2021) is \$950,000. NewGen recommends the reserve be established with an additional \$300,000 (total of \$1,250,000) to protect against unexpected capital expenses and/or unforeseen cost increases. Low year forecasted expenditures (FY 2018) = \$80,000; High year forecasted expenditures (FY 2019) = \$1.8 million.

⁸ Six year average for Agency landfill gas collection expenditures (FY 2016 – FY 2021) is approximately \$225,000. NewGen recommends funding the reserve at \$400,000 to have sufficient funds available in case a landfill gas collection well needs to be unexpectedly replaced or reconfigured. Low year forecasted expenditures (FY 2017) = \$110,210; High year forecasted expenditures (FY 2021) = \$465,000

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Cell Development Reserve and prior to the expenditure of funds from the Cell Development Reserve.

Capital Improvements Reserve Fund

Type: Internally Designated

Purpose: The Capital Improvements Reserve is funded to support a variety of capital improvement projects, that are non-rolling stock or equipment related.

Funds should be accumulated to support capital projects as detailed by the Agency. Examples of anticipated capital improvements for the Agency include, but may not be limited to, the following:

- Roof replacement for the transfer station at BuRRT;
- Water line replacement and dust control (misting) system at BuRRT;
- Liner replacement for the wetland system at BuRRT; and
- Wildlife Way Road Improvements.

Proposed Reserve Level: Annual transfers from the cash balance within the operating fund will fund the Capital Improvements Reserve. Funds should be accumulated in sufficient amounts to address the planned and budgeted projects as deemed necessary by the Agency during their budgetary process. Funds should be accumulated until they reach a reserve level of approximately \$600,000.¹⁰

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Capital Improvements Reserve and prior to the expenditure of funds from the Capital Improvements Reserve.

⁹ Numbers obtained from Agency financial model, cell development reserve tab. Accounts for engineering/designing for Cell 5B (FY 2016), Landfill/BuRRT permitting (FY 2016), and the design/construction of Cell 6B (FY 2018).

¹⁰ NewGen notes that this proposed reserve level does not account for the paving of Wildlife Way. It reflects a one-time transfer of \$104,818 from the Insurance Deductibles Reserve which will be dissolved after the transfer of funds.

Closure/Post-Closure Care Reserve Fund

Type: Restricted

Purpose: The Closure/Post-Closure Care Reserve is a critical reserve that the Joint Powers Board should ensure is fully funded. The Agency is required by state and federal law to monitor and maintain the Caja del Rio Landfill for 30 years after the Landfill is closed. This includes maintaining and monitoring the ground water monitoring wells and methane gas wells and conducting any additional work to ensure the structural integrity of the Landfill (e.g., slope stabilization, etc.). This fund is used to pay for those post-closure care costs, as well as to pay for the costs of closing various sections of the Landfill as cells are closed and new cells are opened. The closure/post-closure care liability is to be re-calculated annually by a professional engineer, and it is important that the forecasted cost of this liability is fully funded within this reserve.¹¹

Similarly, the Closure/Post-Closure Care Reserve is a reserve to meet the closure cost requirements for the BuRRT facility. The closure liability is to be re-calculated annually by a professional engineer, and it is important that the forecasted cost of this liability is also fully funded within this reserve.

Proposed Reserve Level: Annual transfers from the cash balance within the operating fund will fund the Closure/Post-Closure Care Reserve. The reserve should be maintained at a required amount determined annually. As of June 30, 2015 the total estimated liability for closure/post-closure care costs for the Agency Landfill is \$6,841,746 and \$155,692 for the closure of the BuRRT facility, for a total of \$6,997,438.¹² By 2021 the total estimated liability for the Landfill and BuRRT facilities will be approximately \$7,150,000.

Authorization: The Joint Powers Board approval shall be required for annual transfers from the cash balance within the operating fund to the Closure/Post-Closure Care Reserve.

The New Mexico Environment Department and Joint Powers Board approvals shall be required prior to the expenditure of funds from the Closure/Post-Closure Care Reserve.

¹¹ Mr. Yanke has worked with municipal clients that had insufficient funds to cover the post-closure care costs after they have closed their landfills, and have had to issue bonds that were paid for by the general fund (e.g., ad valorem taxes, sales tax, etc.).

¹² Number obtained from page 39 (Note 14. Closure and Post-Closure Care Costs) of the Agency's *Financial Statements and Required Supplementary Information with Accompanying Auditor's Reports (June 30, 2015)*. While the liability for the Agency's closure/post-closure activities is currently estimated at \$6.99 million, and the reserve is funded at approximately \$7.02 million, NewGen recommends the Agency keep these funds in the reserve, as this future liability is projected to increase.

Summary of Reserve Funds

A summary of the Agency’s reserve funds, at their current funding level as well as the level that NewGen recommends the reserve funds be funded at, is provided in Table 1.

Table 1
 Summary of SFSWMA Reserves

Description	Current Reserve Fund Level (estimate for end of FY 2016)	Reserve Fund Level after Transfer from Dissolved Reserves	Recommended Reserve Fund Target Level (end of FY 2016)
Active Reserves/Funds			
Cash Balance within the Operating Fund	\$6,535,162	\$6,535,162	\$3,788,358
Emergency Cash Reserve	\$487,811	\$487,811	\$650,000
Equipment Replacement Reserve	\$419,852	\$419,852	\$1,250,000
Landfill Gas Collection Reserve	\$178,810	\$178,810	\$400,000
Cell Development Reserve	\$1,152,946	\$1,161,905	\$2,200,000
Capital Improvements Reserve	\$0	\$104,818	\$600,000
Closure/Post-Closure Care Reserve	\$7,024,648	\$7,024,648	\$7,024,648
Subtotal	\$15,799,229	\$15,913,006	\$15,913,006
Reserves/Funds to be Dissolved			
Insurance Deductibles ¹	\$104,818	\$0	\$0
Construction-in-Progress ²	\$8,959	\$0	\$0
Landfill Permitting ³	\$0	\$0	\$0
Subtotal	\$113,777	\$0	\$0
Total	\$15,913,006	\$15,913,006	\$15,913,006

Notes:

1. Insurance Deductibles Reserve Fund balance to be transferred to Capital Improvements Reserve Fund and subsequently closed.
2. Construction-in-Progress Reserve Fund balance to be transferred to the Cell Development Reserve Fund and subsequently closed.
3. Landfill Permitting Reserve Fund balance, if any, (at conclusion of the current permitting process) to be transferred to the Cell Development Reserve Fund and subsequently closed.

Findings and Recommendations

Based on the analysis completed by NewGen during the course of our examination of the Agency's current reserves and capital improvement plan, as well as our familiarity with the Agency's operations, NewGen provides the following findings and recommendations.

1. **Create a Capital Improvements Reserve Fund.** In reviewing the Agency's reserves, NewGen finds the number of reserves (five) to be adequate, but recommends the addition of one more reserve titled Capital Improvements Reserve Fund. This reserve while similar to the Equipment Replacement Reserve, would set aside funds that are specifically associated with non-rolling stock and equipment related assets. Examples include the repair of roadways, repairs, and improvements to existing buildings, etc.
2. **Establish a Debt Service Reserve Fund if debt is issued in the future.** At present the Agency does not have any debt on its balance sheet, nor does it currently plan on issuing any debt. However, if at some time in the future the Agency issues debt other than from the New Mexico Finance Authority (NMFA) or New Mexico Environment Department (NMED), a reserve equal to at least one year's principal and interest should be established. The NMFA specifies these amounts in the loan agreement and maintains these separately in the name of the Agency in a separate bank controlled by NMFA. The NMED offers low interest rural infrastructure revolving loans.
3. **Fund the reserve funds that are not fully funded at the recommended reserve level (see Table 1) with surplus funds from the cash balance within the operating fund.** As noted in Table 1 of this memo, total funds within the reserves are approximately \$15.9 million. NewGen recommends that the reserves be fully funded to the levels recommended in Table 1, and the remaining "surplus" funds of approximately \$1.78 million remain in the operating fund.¹³ NewGen notes that the recommended funding levels listed in Table 1 are minimum funding levels for each reserve. The reserve amounts can, and will, fluctuate in comparison to the recommended target level on a year to year basis. This fluctuation is due to the occurrence of large capital related expenditures which will cause some reserve balances to move "within a range" from month to month.
4. **Dissolve unused reserves/funds.** NewGen recommends that the Agency dissolve the following three unused reserves, and complete a one-time transfer of these funds to the recommended reserves as indicated in Table 2 below:

¹³ Cash balance of the operating fund after reallocation of funds to other reserves is \$3,788,358. Recommended minimum balance for the operating fund, per this memo, equals \$2.0 million. Remaining "surplus" funds is \$1,788,358.

Table 2
 Summary of Reserves to Dissolve

Reserve to Dissolve	Amount to Transfer ¹	Reserve to Receive Transfer
Insurance Deductibles ²	\$104,818	Capital Improvements Reserve
Construction in Progress	\$8,959	Cell Development Reserve
Landfill Permitting	\$0	Cell Development Reserve (at conclusion of current permitting process)

Notes:

1. Amounts as listed in the Agency's *Financial Statements and Required Supplementary Information with Accompanying Auditor's Reports* (June 30, 2015).
2. First established in FY 1999. The insurance deductibles and assessment are now accounted for in the Landfill operating budget.

5. **Monitor on-going financial performance of the Landfill and BuRRT.** NewGen recommends that the Agency closely monitor the revenues generated by the Landfill and BuRRT, as well as the expenses incurred by these operations. It is important that the Executive Director of the Agency monitors all six reserves, as funds are withdrawn, especially from the Equipment Replacement Reserve, Landfill Gas Collection Reserve, Cell Development Reserve and the Capital Improvements Reserve. It is important that the tipping fees generated at the Caja del Rio Landfill and BuRRT are sufficient to replenish these reserves. If current revenues are insufficient, then the "excess" \$1.78 million that is in the cash balance within the operating fund will need to be used to replenish those reserves. It will then be essential for the Agency to determine how it will fund these reserves on a "going-forward" basis to ensure the financial stability of the Agency's operations.

It is equally important for each reserve to be managed appropriately, according to its intended use. For example, reserve funding levels may fluctuate on a year to year basis for several of the reserves discussed in this memo (e.g., Equipment Replacement Reserve). However, there are other reserves that should accumulate funds over time for a specific purpose and/or event, such as the Closure/Post-Closure Care Reserve and the Cell Development Reserve.

It is critical that the Agency and the Joint Powers Board understand that the reserve amounts recommended in this memo are minimums, and that the Reserve levels can, and will, fluctuate over time as operations dictate.