



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
February 19, 2026 at 5:00 PM
Grant Conference Room, 2nd
Floor
240 Grant Avenue
Santa Fe, NM 87501**

**Procedures for Solid Waste Management Agency Joint Powers Board Meeting
Members of the public and staff can attend the Joint Powers Board meeting in
person or virtually via WebEx by following the information below:**

Click [Here](#) to Join by WebEx Meeting Link using a computer/laptop/smartphone.

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2557 935 0651

Meeting Password: 7522 7239

- I. Call to Order
- II. Roll Call
- III. Election of Chair Pro Tem to Preside Over the Meeting
- IV. Welcome New Board Members
- V. Approval of Agenda
- VI. Matter from the Public
- VII. Approval of Minutes
 - A. Regular Meeting - November 20, 2025
- VIII. Approval of Consent Calendar
- IX. Consent Calendar
 - A. Request for Approval of Amendment No. 1 to the Services Agreement with Familia Rios, LLC, d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Cleaning Services for the Santa Fe Solid Waste Management Agency (ITB No. 25109); and
 1. Extend the Term of the Agreement through February 20, 2027.
 2. Increase the Compensation by \$74,700 for a Total Not-To-Exceed Amount

of \$147,200.

- B. Request for Approval of Amendment No. 6 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB No. 22/28/B); and

- 1. Extend the Term of the Agreement through March 17, 2027.

- 2. Increase the Compensation by \$98,400 for a Total Not-To-Exceed Amount of \$589,800.

- C. Request for Approval to Purchase Four Tarp Assemblies, Including Tarps and Associated Cables, from Tarpomatic, Inc., of Canton, OH, under ITB No. 25110 for the Caja del Rio Landfill, in the Amount of \$65,200; and

- 1. Approval of Budget Increase to 8100851.530200 (Operating Supplies) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$65,200.

- D. Request for Approval to Purchase Two Vehicles with Options from Melloy Chevrolet of Los Lunas, NM, Under New Mexico Statewide Price Agreement 40-00000-24-00068 in the Amount of \$106,347; and

- 1. Approval of Budget Increase to 8100851.571000 (Capital Outlay – Vehicles <1.5 Tons) from 811.100700 (Equipment Replacement Reserve Fund Cash) in the Amount of \$106,347.

X. Matters from the Executive Director

- A. Request for Approval of Amendment No. 1 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 25098); and

- 1. Add Task 5 – Funding Support for the Caja del Rio Landfill Water Main.

- 2. Extend the Term of the Agreement through June 18, 2027.

- 3. Increase the Compensation by \$42,908 for a Total Not-To-Exceed Amount of \$233,599.

- 4. Approval of Budget Increase to 8100851.510320 (Engineering Services) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$42,908.

- B. Update on New Administration Building and Maintenance Shop at the Caja del Rio Landfill.

- C. Update on Key Projects and Activities at the Caja del Rio Landfill.

- D. Update on Basalt Crushing Operation at the Caja del Rio Landfill.

E. Update on Customer Unloading Area Improvements (Safety Railing and Curb Stops) at the BuRRT Transfer Station.

F. Update on Classification and Compensation Study.

XI. Matters from Staff - City and County

A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.

B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.

XII. Matters from the Board

A. Election of Chair and Vice-Chair.

XIII. Next Meeting Date: March 19, 2026

XIV. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Rosalie Cardenas at (505) 424-1850, extension 150.

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
November 20 2025 at 4:00 PM
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501**

I. Call to Order

A regular meeting of the Solid Waste Management Agency Joint Powers Board was called to order by Councilor Lee Garcia, Chair, at 5:00 pm, on November 20, 2025, in the Grant Conference Room, 240 Grant Avenue, Santa Fe, NM.

II. Roll Call

Members Present

Councilor Lee Garcia, Chair
Commissioner Lisa Cacari Stone
Commissioner Adam Johnson
Councilor Michael Garcia
Councilor Amanda Chavez, virtually

Members Absent

Commissioner Camilla Bustamante, excused

Others Present

Randall Kippenbrock, Executive Director, SWMA
Christiann Orozco, HR Officer/Administrative Assistant, SWMA
Ernestina Baca, SWMA
Deborah Trujillo, Division Director, City of SF, Environmental Services Division
Les Francisco, SF County,
Nancy Long, Long, Komer and Associates
Jonas Nahoum, Long, Komer and Associates
Elizabeth Martin, Stenographer

III. Approval of Agenda

A. Approval of Agenda

MOTION A motion was made by Councilor Michael Garcia, seconded by Commissioner Johnson, to approve the agenda as presented.

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

Commissioner Cacari Stone, yes; Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Lee Garcia, yes.

IV. Approval of Minutes

A. Regular Meeting - October 16, 2025

Chair Garcia said he was asked by our attorney, Ms. Long, to read the following statement:

I will state for the record, and our minutes, that the only matter discussed during the executive session of our last regular meeting on October 16, 2025, was the matter as stated in the motion to go into executive session, and no action was taken. The executive session concluded at 6:10 pm.

MOTION A motion was made by Commissioner Johnson, seconded by Commissioner Cacari Stone, to approve the minutes.

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

Commissioner Cacari Stone, yes; Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Lee Garcia, yes.

V. Matters From the Public

None.

VI. Approval of Consent Calendar

MOTION A motion was made by Councilor Michael Garcia, seconded by Commissioner Johnson, to approve the Consent Calendar.

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

Commissioner Cacari Stone, yes; Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Lee Garcia, yes.

VII. Consent Calendar

- A. Request for Approval to Award ITB No. 26015 to Quest Waste Management LLC of Ferris, TX, for Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill for**

a Total Not-To-Exceed Amount of \$30,000, including NM GRT; and

- 1. Approval of the Price Agreement with Quest Waste Management, LLC.**

Approved on consent.

- B. Request for Approval of Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System in the Amount of \$392,960 (RFP No. FY26-RFP-027); and**

- 1. Approval of Budget Increase to 8100851.510250 (Landfill Compliance Services) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$39,830.**
- 2. Approval of Budget Increase to 8120860.572960 (WIP Design - Phase 4 LFG Collection System) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the Amount of \$133,130.**

Approved on consent.

- C. Request for Approval of Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services in the Amount of \$20,000 (RFP No. FY26-RFP-031).**

Approved on consent.

- D. Request for Approval of Amendment No. 5 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. 21/01/P); and**

- 1. Extend the Term of the Agreement through November 19, 2026.**
- 2. Increase the Compensation by \$60,000 for a Total Not-To-Exceed Amount of \$371,000.**

Approved on consent.

- E. Request for Approval of 2026 Meeting Calendar**

Approved on consent.

VIII. Matters from the Executive Director

A. Update: Customer Unloading Area Improvements (Safety Railing and Curb Stops) at the BuRRT Transfer Station.

Mr. Kippenbrock said at our last Board meeting, the Board approved a construction agreement for approximately \$68,000 to manufacture the railing and wheel stops. They are making the railways and wheel stops at their facility. We will close down for four days in the later part of December to allow us to install the items and make two other necessary repairs as well. We will notify the public two weeks in advance.

Commissioner Johnson asked if the end of December was a high use time.

Mr. Kippenbrock said from now to the beginning of March is a good time to do it. It is very slow.

Councilor Michael Garcia asked if they could work on Christmas eve and Christmas day.

Mr. Kippenbrock said this just effects trash customers, not diversion or recycling.

Councilor Michael Garcia said that is helpful, thank you.

Councilor Chavez said she thinks avoiding doing this during the holidays would be a better option.

Mr. Kippenbrock said December, January and February are the slowest times. We will be fine. The key is getting the notice out.

Mr. Kippenbrock said Les Francisco is a proud grandfather. His grandson arrived this weekend.

Chair Garcia said congratulations from the Board.

IX. Matters from Staff - City and County

A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division

Ms. Trujillo said we are at 80% on our upgrade at the Silar Road Recycling Center. We shut down for over a week. We are working with the City of Santa Fe

Water Division to obtain property on Airport Road to move the Lucia Lane facility. We will be doing the same thing there. We are looking at the end of the year for that.

Commissioner Cacari Stone said thank you on behalf of the Agua Fria residents for the Silar upgrades.

B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works

Mr. Francisco said we are working on a calendar for our free days to keep constituents aware of the availability. We are running strong here.

X. Matters from the Board

Councilor Michael Garcia said this is his last SWMA meeting. Thank you Mr. Kippenbrock for the opportunity to work with you. You are the true definition of a professional. He wishes the Board and staff all the best. You make this flawless.

Chair Garcia said congratulations Councilor Michael Garcia, Mayor Elect, in your endeavors as Mayor. Thank you for standing up and doing that. You won the confidence of the community.

Councilor Michael Garcia said we will be working together.

XI. Executive Session

A. In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H)(8), Discussion Regarding Purchase, Acquisition or Disposal of Real Property by the Santa Fe Solid Waste Management Agency, including, without limitation, the Lease of the Buckman Road Recycling and Transfer Station.

MOTION A motion was made by Commissioner Johnson, seconded by Commissioner Cacari Stone, to enter into Executive Session in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H)(8).

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

Commissioner Cacari Stone, yes; Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Lee Garcia, yes.

The Board entered into Executive Session at 5:22 pm.

MOTION A motion was made by Commissioner Johnson, seconded by Councilor Michael Garcia, to reconvene in open session and noted that no action was taken in Executive Session.

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

Commissioner Cacari Stone, yes; Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Lee Garcia, yes.

The Board reconvened in open session at 5:38 pm.

XII. Executive Session Action Items

None.

XIII. Next Meeting Date: February 19, 2026

XIV. Adjourn

There being no further business before the Board, the meeting adjourned at 5:42 pm.

Councilor Lee Garcia, Chair

Elizabeth Martin

Elizabeth Martin (Dec 8, 2025 20:54:36 MST)

Elizabeth Martin, Stenographer






SWMA 112025 950

Final Audit Report

2025-12-09

Created:	2025-12-08
By:	Christiann Orozco (corozco@sfswma.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGfLFj4Siuh-Ccu1aphJ2JYgG_64I__II

"SWMA 112025 950" History

-  Document created by Christiann Orozco (corozco@sfswma.org)
2025-12-08 - 11:50:14 PM GMT
-  Document emailed to Elizabeth Martin (max4martin@yahoo.com) for signature
2025-12-08 - 11:50:19 PM GMT
-  Email viewed by Elizabeth Martin (max4martin@yahoo.com)
2025-12-09 - 3:54:06 AM GMT
-  Document e-signed by Elizabeth Martin (max4martin@yahoo.com)
Signature Date: 2025-12-09 - 3:54:36 AM GMT - Time Source: server
-  Agreement completed.
2025-12-09 - 3:54:36 AM GMT

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: February 11, 2026
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Familia Rios, LLC, d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Cleaning Services for the Santa Fe Solid Waste Management Agency (ITB No. 25109)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Services Agreement (Agreement) with Nelly's Cleaning Service of Santa Fe, NM, for continued cleaning of Agency buildings.

The Amendment will extend the term through February 20, 2027 (Year 2). Per Article 5, the Agreement may be renewed annually with Board approval, for a term not to exceed ten years.

The Amendment also increases compensation by \$74,700, for a total amount not to exceed \$147,200.

Funding is available in 8100851.510310 and 8100852.510310 (Service Contracts).

BACKGROUND

The Agency maintains a clean workplace, including the buildings, for its employees and customers. The Agency performs a variety of operations at each of its facilities, where staff, customers, and contractors encounter dirt and other potentially hazardous and infectious materials that can be left behind in the buildings, posing risks to human health.

On February 3, 2025, the Agency issued ITB No. 25109 for cleaning services of six buildings located at Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

On February 20, 2025, the Board approved a Services Agreement with Nelly's Cleaning Service for \$72,500.

Per the Agreement, Nelly's Cleaning Service cleans three buildings five days a week, with one building cleaned twice a week and two buildings cleaned once a week, as follows:

Landfill Administrative Building

Two offices
General office area with cubicles
Conference room
Kitchenette
Two restrooms

Landfill Maintenance Shop Building

One office
Parts room
Kitchen/break room
Two restrooms with lockers
Main shop floor walkway area (sweeping only)

Landfill Scale House (Once/week)

General work area
One restroom

BuRRT Admin Building

Three offices
Conference room
Kitchen/break room
Two restrooms with lockers
The entire building with tiles, including the reception area and hallways

BuRRT Scale House (Twice/week)

General work area
Two restrooms

BuRRT HHW Building (Once/week)

One office
One restroom with lockers

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 1 to the Services Agreement with Nelly's Cleaning Service for continued cleaning services.

The Agency requests approval to extend the Agreement's term to February 20, 2027.

The Agency also requests approval to increase the total compensation amount of the Agreement by \$74,700, for a total amount not to exceed \$147,200.

Attachments:

- 1) Services Agreement – Amendment No. 1
- 2) Services Agreement with Nelly's Cleaning Service

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ATTACHMENT 1

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT
NELLY’S CLEANING SERVICE
(Janitorial Services - 2025)**

This AMENDMENT No. 1 (the “Amendment”) to the SERVICES AGREEMENT, dated February 20, 2025 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Familia Rios, LLC d/b/a Nelly’s Cleaning Service (“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 janitorial as described in ITB No. 25109.

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 by a total of Seventy-Four Thousand Seven Hundred Dollars and No Cents (\$74,700.00) 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 One Hundred Forty-Seven Thousand Two Hundred Dollars and No Cents (\$147,200.00), including applicable gross receipts taxes pursuant to the fee schedule attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$72,500.00
AMENDMENT NO. 1	\$74,700.00
CONTRACT TO DATE	\$147,200.00

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 performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

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 February 20, 2027, 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.

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 Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Jesus Rios
General Manager
Nelly's Cleaning Service

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Nelly's Cleaning Service
Fee Schedule

Exhibit A

Nelly's Cleaning Service

Fee Schedule

Santa Fe Solid Waste Management Agency Janitorial Services			
SERVICE LABOR RATE 5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays			
ITEM	DESCRIPTION	UNIT	PRICE ⁽¹⁾
1	Labor – Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings.	Per Month	\$5,754.00

(1) Excluding NMGRT.

ATTACHMENT 2

Services Agreement with Nelly's Cleaning Service

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
NELLY’S CLEANING SERVICE
(Janitorial Services - 2025)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of February 2025 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Familia Rios, LLC d/b/a Nelly’s Cleaning Service (“Contractor”) for janitorial services as described in ITB No. 25109 and below.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in 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 Seventy-Two Thousand Five Hundred Dollars and No Cents (\$72,500.00).

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 invoices containing the services completed. Compensation shall be paid only for services actually

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

- D. Invoices containing reimbursement expenses, if any, shall be itemized.
- E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

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 per 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 February 20, 2026, 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 ten 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 Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this Article 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 commercial 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 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.

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 brought in the First Judicial District Court, Santa Fe County, 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 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.

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 email, as provided below, 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
Email: rkippenbrock@sfswma.org

CONTRACTOR: Jesus Rios
General Manager
Nelly's Cleaning Service
7282 Vista Serena Loop
Santa Fe, NM 87507
Email: alderete0807@gmail.com

B. 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.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

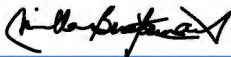
D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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, §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.

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

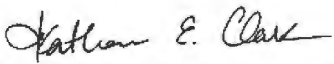
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Camilla Bustamante (Feb 21, 2025 11:25 MST)
Camilla Bustamante
Chairperson

02/21/25


Date:

ATTEST:



Katharine E. Clark
Santa Fe County Clerk


CONTRACTOR:


Jesus Rios (Feb 16, 2025 22:46 MST)
Jesus Rios
General Manager
Nelly's Cleaning Service

02/16/25

Date:

APPROVED AS TO FORM:


Nancy Long (Feb 16, 2025 11:15 MST)
Nancy R. Long
Agency Attorney

02/16/25

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

JANITORIAL SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

The Santa Fe Solid Waste Management Agency (Agency) aims to obtain the following goals for this Services Agreement:

The Agency has six buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

Contractor affirms that they have the expertise and the appropriate resources to perform the janitorial services.

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following six buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices

- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms with lockers and showers
 - Parts room
 - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)

- Caja del Rio Scale House (Once a week on Monday)
 - Office area
 - Bathroom

- BuRRT Administration Building
 - The entire building with tiles, including the reception area and hallways
 - Three offices
 - Two bathrooms with lockers and showers
 - Kitchen
 - Conference room

- BuRRT Scale House (Twice a week on Sunday and Wednesday)
 - Office area
 - Two bathrooms

- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is a closure or a need by the Contractor for that work week.

No janitorial services will take place on the following observed holidays: New Years’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 7:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility’s gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency, the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone’s safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale Houses at the Landfill and BuRRT facilities, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor’s notes may be added for the Agency’s review (Appendix A).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

APPENDIX A
Daily Cleaning Checklist

Daily Cleaning Checklist

This checklist must be initialed by the staff cleaning the selected buildings at both Caja del Rio (admin offices and maintenance shop – daily, 5 days per week, Sunday through Thursday) and Buckman Road Recycling and Transfer Station (admin offices – daily, 5 days per week, Sunday through Thursday; BuRRR Scale House – twice a week; and HHW Collection Center and Caja del Rio Scale House – once a week).

Cleaner Signature

Date

CHECKLIST MUST BE SUBMITTED DAILY FOR EACH FACILITY. COPIES SHOULD BE LEFT IN SPECIFIED OFFICES.

DAILY TASKS

All Buildings/Facilities

- Empty trash and replace liners. Leave all full bags by the front doors.
- Collect all rubbish, papers, bottles etc., from front entrances and between buildings.
- High dust for cobwebs.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Clean all drinking fountains at a high level of sanitation
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize all phone handles, doorknobs and light switches.
- Vacuum all carpets, mats and hard floors.
- Disinfect and wet-mop (no dust mop) all hard floors.
- Ensure all areas are cleaned and arranged in a tidy fashion prior to leaving.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.

Conference Rooms

- Disinfect and wipe down the table and chairs.
- Vacuum and wet mop floors.
- Spot clean windows.

Kitchen Areas/Break Rooms

- High dust for cobwebs and dust light fixtures.
- Disinfect and wipe down all flat surfaces, including tables, chairs and countertops.
- Tidy up items that are remaining on counters, such as sweeteners, condiments, etc.
- Wipe down the outsides of cabinets and clean sinks.
- Clean inside and outside of the coffee pot(s) and microwave(s).

- Wipe fingerprints from light fixtures and door handles.
- Vacuum or clean seating areas of debris.
- Empty trash and replace liners. Leave all full bags by the front doors.

Restrooms

- High dust for cobwebs and dust light fixtures.
- Empty trash bins, replace liners and wipe.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels, hand dryers and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Clean showers
- Disinfect and clean all urinals and toilets inside and out.
- Sweep and wet mop all floors with a disinfectant cleaner.
- Replenish toilet supplies (e.g., hand soap, paper towels, toilet paper) as needed to maintain an adequate supply.

Shop (Caja del Rio)

- Sweep, wet mop the first section of the shop floor from door to door.
- Dust, wet mop and clean the Parts Room.

WEEKLY TASKS

All Buildings/Facilities

- Clean all interior glass windows.
- Vacuum all air vents.
- Empty recycling bins. Leave all full bags by the front doors.

HHW Building (BuRRT) – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilet inside and out.

Caja del Rio Scale House – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

TWICE WEEKLY TASKS

BuRRT Scale House – Office and Restrooms Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

QUARTERLY TASKS

All Buildings/Facilities

Clean all exterior glass windows.

APPENDIX B

Fee Schedule

ITB No. 25109			
Santa Fe Solid Waste Management Agency Janitorial Services			
SERVICE LABOR RATE 5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays			
ITEM	DESCRIPTION	UNIT	PRICE ⁽¹⁾
1	Labor – Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings.	Per Month	\$5,480.00

(1) Excluding NMGRT.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: February 11, 2026
Subject: Request for Approval of Amendment No. 6 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB 22/28/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 6 to the Services Agreement with Pro-Motion Transportation, LLC, of Espanola, NM.

The Amendment will continue glass hauling services to Glass to Glass Denver in Broomfield, CO, at a rate of \$1,800 per load.

The Amendment will increase compensation by \$98,400, for a total amount not to exceed \$589,800. Funding is available in 8100852.510310 (Service Contracts).

The Amendment will extend the term of the Agreement through March 17, 2027, for the Agreement's fifth year. Per Article 5, the Agreement may be renewed annually upon Board approval, not to exceed ten years.

BACKGROUND

On January 28, 2022, the Agency issued ITB (Invitation to Bid) No. 22/28/B for glass hauling services at BuRRT. On March 17, 2022, the Board approved the Services Agreement with Pro-Motion Transportation for \$135,700. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,400 per load and to the alternate buyer, Strategic Materials, at \$1,900 per load.

On April 21, 2022, the Board approved Amendment No. 1 to the Agreement, increasing compensation by \$10,750, for a total amount not to exceed \$146,450. The Amendment provided Pro-Motion Transportation with a \$125 per load fuel surcharge due to increased fuel prices. The Amendment also provided glass hauling services to Glass to Glass Denver at \$1,600 per load and to Strategic Materials at \$2,025 per load.

On August 18, 2022, the Board approved Amendment No. 2 to the Agreement, which increased compensation by \$10,200, for a total amount not to exceed \$156,650. The Amendment provided Pro-Motion Transportation with a \$150 per load increase due to higher costs for operations, insurance, tires, and wages. The Amendment also provided glass hauling services to Glass to Glass Denver at \$1,750 per load and to Strategic Materials at \$2,175 per load.

On March 16, 2023, the Board approved Amendment No. 3 to the Agreement, increasing compensation by \$136,500 to a total amount not to exceed \$293,150. The Amendment continued

glass hauling services to Glass to Glass Denver at \$1,750 per load and to Strategic Materials at \$2,175 per load.

On March 21, 2024, the Board approved Amendment No. 4 to the Agreement, increasing compensation by \$68,250 to a total amount not to exceed \$361,400. The Amendment provided Pro-Motion Transportation with a \$50 per load increase due to higher costs for operations, insurance, tires, and wages. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,800 per load. The Amendment removed the alternate buyer, Strategic Materials in Phoenix, AZ.

On February 20, 2025, the Board approved Amendment No. 6 to the Agreement, increasing compensation by \$130,000 to a total amount not to exceed \$491,400. The Amendment continued glass hauling services to Glass to Glass Denver at \$1,800 per load.

In the past year, Pro-Motion Transportation hauled 66 loads of glass to Glass to Glass Denver, totaling 1,503 tons. The average load weighed 23 tons.

The driving distance from BuRRT to Glass to Glass Denver is approximately 420 miles.

ACTION REQUESTED

The Agency requests that the Board approve Amendment No. 6 to the Services Agreement with Pro-Motion Transportation.

The Agency requests approval to extend the term of the Agreement through March 17, 2027.

The Agency also requests approval to increase the compensation of the Agreement by \$98,400, for a total amount not to exceed \$589,800.

ATTACHMENTS

- 1) Services Agreement – Amendment No. 6
- 2) Services Agreement – Amendment No. 5
- 3) Services Agreement – Amendment No. 4
- 4) Services Agreement – Amendment No. 3
- 5) Services Agreement – Amendment No. 2
- 6) Services Agreement – Amendment No. 1
- 7) Services Agreement with Pro-Motion Transportation

M:\Memo\021326.3

ATTACHMENT 1

Services Agreement - Amendment No. 6

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 6
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 6 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 by a total of Ninety-Eight Thousand Four Hundred Dollars and No Cents (\$98,400.00), 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 Five Hundred Eighty-Nine Thousand Eight Hundred Dollars and No Cents (\$589,800.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
AMENDMENT NO. 5	\$130,000.00
AMENDMENT NO. 6	\$98,400.00
CONTRACT TO DATE	\$589,800.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

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 March 17, 2027, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Chairperson

Date:

CONTRACTOR:

Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 5

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 by a total of One Hundred Thirty Dollars and No Cents (\$130,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Hundred Ninety-One Thousand Four Hundred Dollars and No Cents (\$491,400.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
AMENDMENT NO. 5	\$130,000.00
CONTRACT TO DATE	\$491,400.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

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 March 17, 2026, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth

below.

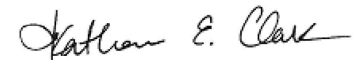
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Camilla Bustamante (Feb 21, 2025 11:26 MST)
Camilla Bustamante
Chairperson

02/21/25


Date:

ATTEST:



Katharine E. Clark
Santa Fe County Clerk


CONTRACTOR:


Tony Lovato (Feb 16, 2025 11:23 MST)
Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

02/16/25

Date

APPROVED AS TO FORM:


Nancy Long (Feb 16, 2025 11:15 MST)
Nancy R. Long
Agency Attorney

02/16/25

Date:

ATTACHMENT 3

Services Agreement – Amendment No. 4

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 by a total of Sixty-Eight Thousand Two Hundred Fifty Dollars and No Cents (\$68,250.00) 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 Three Hundred Sixty-One Thousand Four Hundred Dollars and No Cents (\$361,400.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
CONTRACT TO DATE	\$361,400.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

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 March 17, 2025, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Camilla Bustamante (Mar 26, 2024 09:39 MDT)

Camilla Bustamante
Chairperson

26/03/24

Date:

ATTEST:

Katharine E. Clark

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

T. Lovato
Tomas Lovato (Mar 26, 2024 10:55 MDT)

Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

26/03/24

Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy Long (Mar 25, 2024 12:46 MDT)

Nancy R. Long
Agency Attorney

25/03/24

Date:

ATTACHMENT 4

Services Agreement – Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)

This AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 by a total of One Hundred Thirty-Six Thousand Five Hundred Dollars and No Cents (\$136,500.00) 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 Two Hundred Ninety-Three Thousand One Hundred Fifty Dollars and No Cents (\$293,150.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
CONTRACT TO DATE	\$293,150.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 invoices describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

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 March 17, 2024, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

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

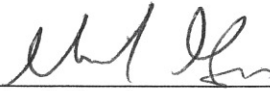
3. AGREEMENT IN FULL FORCE

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

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson

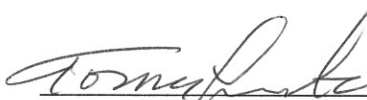
3/29/23
Date:

ATTEST:



Kristine Bustos-Mihelcic
Santa Fe City Clerk

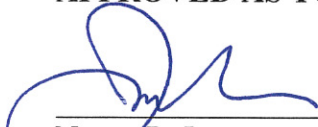
CONTRACTOR:



Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

3-24-23
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

3.27.23
Date:

ATTACHMENT 5

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B).

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 by a total of Ten Thousand Two Hundred Dollars and No Cents (\$10,200.00) 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 One Hundred Fifty-Six Thousand Six Hundred Fifty Dollars and No Cents (\$156,650.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
CONTRACT TO DATE	\$156,650.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

2. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 8/18/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 8-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 8-18-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 6

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
 AMENDMENT No. 1
 SERVICES AGREEMENT
 PRO-MOTION TRANSPORTATION, LLC
 (Glass Hauling Services – 2022)**

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B).

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 by a total of Ten Thousand Seven Hundred Fifty Dollars and No Cents (\$10,750.00) 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 One Hundred Forty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$146,450.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
CONTRACT TO DATE	\$146,450.00

1) The Agency shall pay Contractor a fee of \$1,600.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,025.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

2. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 4/21/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 4/22/22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 4-22-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 7

Services Agreement with Pro-Motion Transportation

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Pro-Motion Transportation, LLC (“Contractor”) for glass hauling services (ITB No. '22/28/B) 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 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 Thirty-Five Thousand Seven Hundred Dollars and No Cents (\$135,700.00), payable as follows:

- 1) The Agency shall pay Contractor a fee of \$1,475.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.
- 2) The Agency shall pay Contractor a fee of \$1,900.00 per semi-trailer load,

inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2023, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

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

5. 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, if any. The Agency shall pay Contractor for services rendered and expenses incurred to the date of termination, including for preparation of the final report, if requested by the Agency.

2) The Agency shall pay Contractor for services satisfactorily performed as set forth in the Scope of Services of this Agreement, through the date Contractor receives notice of such termination for which compensation has not already been paid.

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

7. DEFAULT

The Agency reserves the right to terminate all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;

- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. 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.

10. 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.

11. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

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. 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.

14. 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.

15. 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.

16. 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 \$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 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 \$1,000,000 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 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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, §§ 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.

24. AMENDMENT

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

25. 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.

26. 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.

27. 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
E-mail address: rkippenbrock@sfswma.org

CONTRACTOR: Mr. Tomas Lovato
General Manager
Pro-Motion Transportation, LLC
15 County Road 126C
Espanola, NM 87532
E-mail address: tomaslovato1960@gmail.com

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. Notice may also be given by email, provided a hard copy of the notice is also transmitted via personal delivery, certified mail, or overnight courier to the parties at the respective addresses set forth in Paragraph A of this Article.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 3/17/2022
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 3-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 3-18-2022
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles (“glass”) from Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, New Mexico to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.
- The Agency shall load glass onto Contractor’s end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.
- The Agency shall pay Contractor a total of \$1,475.00, inclusive of all taxes, for each load transported to Momentum Recycling.
- The Agency shall pay Contractor a total of \$1,900.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.
- Contractor’s staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.
- Contractor shall use the Agency’s BOLs (bill of lading) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency’s BOL number.
- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.
- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: February 12, 2025
Subject: Election of Chair and Vice Chair

In 2025, Councilor Lee Garcia served as Chair, and Commissioner Adam F. Johnson served as Vice Chair. Traditionally, the Chair and Vice Chair roles are alternated between the City and County members of the Board. The designated Chair and Vice Chair, once elected, will serve a one-year term beginning February 19, 2026.

The matter is before the Board for discussion and possible action.

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