CITY CLERK'S OFFICE

RECEIVED BY

DATE 1-18/13 TIME 3:03pm SERVER BY Sally Bdilla

AMENDED AGENDA Add VIII (B)

REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD

JANUARY 24, 2013
12:00 P.M.
LEGAL CONFERENCE ROOM
SANTA FE COUNTY COURTHOUSE
102 GRANT AVENUE
SANTA FE, NM

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes for Special Meeting December 13, 2012
- V. Matters from the Public
- VI. Matters from the Executive Director
 - (A) Request for Approval of Amendment No. 5 to the Professional Services Agreement with SCS Field Services of Albuquerque, NM for the Operation and Maintenance of the Landfill Gas Collection System at the Caja del Rio Landfill in the Amount of \$83,312.00.
 - (1) Approval of Budget Increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the Amount of \$83,312.00.
 - (B) Request for Approval of Amendment No. 3 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for Engineering Services (Air-Related Compliance) for the Landfill Gas Collection System at the Caja del Rio Landfill in the Amount of \$17,718.60.
 - (1) Approval of Budget Increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the Amount of \$17,718.60.
 - (C) Request for Approval of Amendment No. 3 to Professional Services Agreement with Planit Computer of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$37,780.00.
 - (D) Request for Approval of Amendment No. 2 to Extend the Professional Service Agreement with Long, Pound & Komer, P.A. of Santa Fe, NM, for Legal Services.

. . .

- (E) Request for Approval of Amendment No. 1 to Extend the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B Design for the Caja del Rio Landfill.
- (F) Request for Approval of Sole Source Procurement to Wagner Caterpillar of Albuquerque, NM, to Repair Hydraulic System to Unit 1433 (Caterpillar 950G II Wheel Loader) in the Estimated Amount of \$54,192.75.
 - (1) Approval of Budget Increase from Equipment Replacement Reserve 5502.100700.07000 to Repair Machinery and Equipment 52504.520400 in the Amount of \$54,192.75.
- (G) Request for Approval of Annual Financial Report for the Year Ended June 30, 2012.
- (H) Request for Approval of Resolution 2013-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
- (I) Discussion with Possible Action to Propose and Submit for Approval to the City of Santa Fe and the County of Santa Fe an Amendment to the City/County Landfill Joint Powers Agreement Providing for the Appointment of Alternate Board Members.
- (J) Status Report and Possible Action on the January 10, 2013, Community Meeting as Part of the Caja del Rio Landfill Permit Renewal and Modification.

VII. Matters from Staff

VIII. Matters from the Board

- (A) Election of Chair and Vice-Chair.
- (B) Discussion with Possible Action on Contract Service (Pricing) Delivered to the SFSWMA Facilities in a Quantity or Consider Which Merit Special Consideration Through a Contractual Agreement under 2012 Fee Ordinance. (Commissioner Mayfield)

IX. Next Meeting Date

X. Adjournment

Anyone needing further information or requiring special needs for the disabled should contact Sally Padilla at (505) 424-1850, extension 150.

CITY CLERK'S OFFICE

AGENDA

REGULAR MEETING

STATE 1-16/13 TIME 8:01a STATE BY Randall Kippenbrock
PEGETYED BY SSC

SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD

JANUARY 24, 2013
12:00 P.M.
LEGAL CONFERENCE ROOM
SANTA FE COUNTY COURTHOUSE
102 GRANT AVENUE
SANTA FE, NM

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- (F) Request for Approval of Sole Source Procurement to Wagner Caterpillar of Albuquerque, NM, to Repair Hydraulic System to Unit 1433 (Caterpillar 950G II Wheel Loader) in the Estimated Amount of \$54,192.75.
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VII. Matters from Staff

VIII. Matters from the Board

(A) Election of Chair and Vice-Chair.

IX. Next Meeting Date

X. Adjournment

Anyone needing further information or requiring special needs for the disabled should contact Sally Padilla at (505) 424-1850, extension 150.

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SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD MEETING Legal Conference Room Santa Fe County Courthouse January 24, 2013

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Peter N. Ives, Acting Chair, on Thursday, January 24, 2013, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Councilor Peter N. Ives Councilor Miguel Chavez Councilor Bill Dimas Commissioner Kathy Holian Commissioner Daniel Mayfield Councilor Christopher M. Rivera

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA Angelica Salazar, SWMA Justin Miller, Legal Counsel Melessia Helberg, Stenographer

There was a quorum of the membership in attendance...

III. APPROVAL OF THE AMENDED AGENDA

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to approve the Amended Agenda as presented.

VOTE: The motion was approved unanimously on a voice vote.

IV. APPROVAL OF THE MINUTES FOR SPECIAL MEETING - DECEMBER 13, 2012

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the minutes of the special meeting of December 13, 2012, as presented.

VOTE: The motion was approved on a voice vote, with Commissioner Chavez abstaining.

V. MATTERS FROM THE PUBLIC

There were no matters from the public.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

- (A) REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS FIELD SERVICES OF ALBUQUERQUE, NM, FOR THE OPERATION AND MAINTENANCE OF THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$83,312.00.
 - (1) APPROVAL OF BUDGET INCREASE FROM 5503.100700.0700 (LANDFILL GAS COLLECTION RESERVE) TO 52501.510300 (PROFESSIONAL SERVICES) IN THE AMOUNT OF \$83,312.00

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum of January 11, 2013, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

MOTION: Councilor Dimas moved, seconded by Commissioner Holian, to approve Item VI(A), as presented.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Councilor Rivera moved, seconded by Councilor Dimas, to approve Item VI(A)(1), as presented.

DISCUSSION: Commissioner Chavez said then this budget adjustment is just for this fiscal year, or the upcoming fiscal year.

Mr. Kippenbrock said it is for this calendar year, coming our of this fiscal year's budget.

Commissioner Chavez asked if he sees this recurring in these two years.

Mr. Kippenbrock said this is an annual reoccurring expense. He said we have a Landfill Gas Collection reserve to which is added \$125,000 to \$175,000 per year, and it drawn from that reserve to the professional services in the operating budget.

Commissioner Chavez asked if this is the reason he referenced it earlier as operation and maintenance, and Mr. Kippenbrock said yes.

Commissioner Chavez asked if the budget adjustment of \$83,000 is consistent, or does he see a fluctuation in that amount.

Mr. Kippenbrock said it is somewhat up and down between \$80,000 to \$95,000 annually, depending on the needs and what may happen, noting it is the non-routine breakdown of sensors, monitors, and such where they have to come up and repair it. He said the troubleshooting can take some time as well.

VOTE: The motion was approved unanimously on a voice vote.

- (B) REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS OF BEDFORD, TX, FOR ENGINEERING SERVICES (AIR-RELATED COMPLIANCE) FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$17,718.60
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Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 11, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to approve Item VI(B) as presented.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve Item VI(B)(1) as presented.

VOTE: The motion was approved unanimously on a voice vote.

(C) REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH PLANIT COMPUTER OF ALBUQUERQUE, NM, FOR COMPUTER SUPPORT SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF 37,780.00.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 11, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation

Commissioner Mayfield asked if this company does any program development or if it just maintains the current hardware and software.

Mr. Kippenbrock said the company upgrades our licenses for software, adds new software if needed, maintains existing equipment, any upgrades, changing configurations, etc.

Commissioner Mayfield asked if SWMA maintains and owns the license.

Mr. Kippenbrock said the license belongs to SWMA if the contract ceases.

Commissioner Mayfield asked if there is a reason why the City or the County couldn't assist SWMA with this type of work.

Mr. Kippenbrock said yes. SWMA has a fiscal agreement with the City of Santa Fe, and one of the requirements is that we have our own IT support.

Chair Ives said this year there is an increase of \$37,000, and asked if that is because of the anticipated upgrade to the phone system.

Mr. Kippenbrock yes, and it also is a buffer for any unplanned event.

Commissioner Mayfield asked if there is a disaster recovery plan if the software crashed, and if this is in this contract.

Mr. Kippenbrock said yes, and they also work with specific vendors, which also has a supplier for backup systems.

Commissioner Mayfield asked where the servers are kept.

Mr. Kippenbrock said they are at Caja del Rio Landfill, but in different buildings.

Commissioner Chavez said there is a document in the packet from the contractor with a breakdown by area and dollar amount, and asked "if they are tied to that. Does the contract, the PSA reflect the scope of services and the dollar amounts.

Mr. Kippenbrock said yes.

Commissioner Chavez asked if that addresses questions of the Board members as far as ownership and [inaudible].

Responding to Commissioner Chavez, Mr. Kippenbrock said the routine services are, he normally comes out once a week to check on our system, and any requests we have for necessary repairs.

Commissioner Chavez asked if he would do the backup at that time, and asked if that is part of the contract.

Mr. Kippenbrock said the backup could be done under routine as well as emergency services. He said the system was upgraded last year to install a new backup system with redundance. He said most of the emergency services are because of a glitch in software for him to help us get it back up and running. He would also help us retrieve certain data.

Commissioner Mayfield asked if the accounts payable is on this software and will be backed up as well, and Mr. Kippenbrock said yes.

Mr. Kippenbrock said they have the central file server in the main administrative building and the backup system is in another building, and it does a daily backup in the evening.

Commissioner Chavez asked if the contractor keeps anything.

Mr. Kippenbrock said everything stays on site, and the contractor has access to do the work that needs to be done.

Commissioner Mayfield asked for examples of anticipated special projects for \$12,500.

Mr. Kippenbrock said it is updating the wiring inside the administration building to give us a higher speed to retrieve files, potentially replacing the phone system, and possibly updating cameras at the pay stations

Acting Chair Ives asked if it is a regular process at the City and/or the County to create a daily backup on tape and store off site. He asked if, there was damage to a building in which the server is housed, are they close enough in terms of proximity that there potentially could be damage to the other building.

Mr. Kippenbrock said the separation is approximately 300 feet from each building.

Commissioner Mayfield said SWMA is subject to the Open Meetings Act and Public Records Act, and asked if everything is backed up for public inspection, and Mr. Kippenbrock said yes.

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to approve Item VI(C) as presented.

VOTE: The motion was approved unanimously on a voice vote.

(D) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH LONG, POUND & KOMER, P.A., OF SANTA FE, NM, FOR LEGAL SERVICES

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 11, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

Commissioner Mayfield said he appreciates the services which are provided. However, Santa Fe County has a full complement of attorneys and perhaps could provide services on a part time basis. He doesn't know about the City. He would like to take this back to the full Commission to see if they would be willing to have the County to provide legal services to this Board as a way to save fund.

Commissioner Chavez said it is a discussion worth having with both local governments, because the dollar amount needs to be questioned sometime, but doesn't know if now is the appropriate time. He said there times where the local governments and staff can provide some of these services in certain areas and circumstances if we have to do it that way. He reiterated that right now may not be the time to have that discussion, and he would defer to the Chair as to when the SWMA Board would have that discussion. He said we might also want to discuss contractual services in general with an eye to cost savings.

Acting Chair Ives said having a conversation is always worthwhile. However, he said he knows it could conflicts for City and County attorneys where they are asked to represent the Agency which has an independent status. He would hate to place the attorneys in the circumstance of serving two masters at cross-purposes, and then end up without any attorney when they conflict themselves. He said the current contract runs through January 2013, and it is not a good idea to be without counsel. He said the discussion is worth having, and at future meetings we could have an agenda item to review the various contracts of the Agency where there might be an opportunity to take advantage of City or County provision of services in lieu of independent third parties. He said because of the potential for conflict, it may take some significant discussion with the attorneys. He said he would like to move this forward, but come back and revisit the issue, commenting saving taxpayer dollars should always be a goal.

Commissioner Mayfield said when it comes to legal contracts, there is always a provision to allow for amendment, and it seems we never put those out for competitive bids. He would like to put it out for RFP to try to save a little more money every once in a while.

Commissioner Holian said she agrees with the Chair that we should move forward with this contract now, and then have a discussion about how we want to proceed in the future, because we really shouldn't be without legal representation, noting it may take a while to work out all of the details.

Acting Chair Ives said it would be helpful for Mr. Kippenbrock to provide a listing of all contracts in place, with the attorneys included, and the current terms of the existing contracts. He said we would have that information when/if that process would need to begin, if the Board is interested in rebidding. He asked Mr. Kippenbrock if he could have that for the next meeting, and Mr. Kippenbrock said yes.

Commissioner Chavez said he would like to look at the local preference and see how much of the money we can keep in-state and what has to go out of state, noting sometimes the services aren't available locally.

MOTION: Commissioner Holian moved, seconded by Commissioner Chavez, to approve Item VI(D) as presented.

VOTE: The motion was approved on a voice vote, with Commissioner Holian, Commissioner Chavez, Councilor Dimas, Councilor Rivera and Councilor Ives voting in favor of the motion, and Commissioner Mayfield voting against.

(E) REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., OF ALBUQUERQUE, NM, FOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR PERMIT RENEWAL, PERMIT MODIFICATION, LANDFILL VERTICAL AND LATERAL EXPANSION, AND CELL 5B/6B DESIGN FOR THE CAJA DEL RIO LANDFILL.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 14, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

Commissioner Chavez said then in this case it would be a total of 7 years if it ran its course.

Mr. Kippenbrock said it would be a total of 4 years. He said he is hoping to have the permit on or before June 2015.

Commissioner Chavez asked at what point would we consider a contractor like this a sole source provider, if the contract is amended 5-6 times. How do you determine that. He said then there is a point where, after the fourth year, it would go out to bid again, and Mr. Kippenbrock said yes.

Commissioner Chavez asked if that has been standard, or is it a range and it varies.

Mr. Kippenbrock since he's been on board, 2004, we have extended agreements for up to 4-years, but there was a case where we weren't satisfied with the services, and we terminated the agreement. He said either party could terminate the agreement.

Commissioner Chavez said, then you have a kill clause for all contracts, and Mr. Kippenbrock said yes.

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to approve Item VI(E) as presented.

VOTE: The motion was approved unanimously on a voice vote.

- (F) REQUEST FOR APPROVAL OF SOLE SOURCE PROCUREMENT TO WAGNER CATERPILLAR OF ALBUQUERQUE, NM, TO REPAIR HYDRAULIC SYSTEM TO UNIT 1433 (CATERPILLAR 950G II WHEEL LOADER) IN THE ESTIMATED AMOUNT OF \$54,192.75.
 - (1) APPROVAL OF BUDGET INCREASE FROM EQUIPMENT REPLACEMENT RESERVE 5502.100700.07000 TO REPAIR MACHINERY AND EQUIPMENT 52504.520400 IN THE AMOUNT OF \$54,192.75.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 14, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation

Commissioner Chavez asked Mr. Kippenbrock to touch on sole source status.

Mr. Kippenbrock said, "The first one, sole source, generally is when you buy a piece of equipment from an authorized dealer. For example, in the State of New Mexico, it happened to be Wager Equipment for Caterpillar. Normally you can use sole source procurement to work with the vendor to have a repair made, or buy parts, or get technical assistance from them. This has been what our standard practice has been since I've been on board. This particular loader, we normally work with them. We originally had the pump fixed, but the failure caused damage throughout the entire hydraulic component. And in order to determine the extent of the damage, we had to transport the loader down to their facility in Albuquerque where they did a complete breakdown, where they determined that numerous pumps and lifts and cylinders needed to be replaced or recondition."

Mr. Kippenbrock continued, "The thing about hydraulic systems, unlike other components, once it's contaminated, it's very difficult to get it cleaned and up to speed where it needs to be. It was a tough call. We were hoping the equipment would last for another 7 [3] years, so we could get it replaced with a new one. We made a decision to go ahead and have it repaired, with the determination that engine and transmission, based on oil samples, were in good condition. And that's the approach that we're taking right now."

Responding to Commissioner Chavez, Mr. Kippenbrock said the budget increase takes money from the equipment reserves where we've set aside money every year to the operations line item, which is called repair of machinery and equipment in the Buckman Road Recycling operating budget.

Commissioner Chavez said then this would fall within the category of operation and maintenance, and Mr. Kippenbrock said yes.

Councilor Rivera said he is unclear on the definition Mr. Kippenbrock gave of sole source, and asked him to repeat that.

Mr. Kippenbrock said, "Sole source can be used where you buy a piece of equipment, for example, we bought the loader from Wagner Caterpillar, and Wagner can provide us with parts, service, technical guidance as well as repair. And we have used that particular sole source as far as using that particular vendor to help us do the work on that."

Councilor Rivera asked Angelica if that is Finance's definition of sole source.

Angelica Salazar said it allows the dealer to do the labor and repairs.

Councilor Rivera asked if it is defined as sole source.

Ms. Salazar said a sole source is the only provider, or there is only one vendor for this for labor [inaudible].

Councilor Rivera said his understanding of sole source is that there is nobody else locally within the area that can provide those same services. He asked, "Is that what you're telling me – that this vendor is the only one."

Ms Salazar said under the exemptions section of Santa Fe's Purchasing Manual, you can use the dealer for parts and labor, and that is allowable, as well as Wagner has a State Price Agreement that we can negotiate with them.

Councilor Rivera said the State Price Agreement is different from sole source, and it would have been clearer to do it that way.

Ms. Salazar said that would be an exempt purchase through the City's Purchasing Manual.

Councilor Rivera said then this company is under the State Price Agreement for providing these types of services.

Mr. Kippenbrock said yes.

Councilor Rivera said, "I doesn't necessarily agree with the sole source as written in here, and it seems to me like we're, since the services have already been provided, that we're trying to list it as a sole

source, because the work is already done. I'm not sure that is the proper way to put it in the packet. I think the State Price Agreement would have been more appropriate, so with that, I'm probably going to vote no on this."

Commissioner Chavez said, "If the definition says it is a specialty service, it is a service that no one else can supply, or in this case, might better be provided by the dealer, because they have access to the parts, at least the State list. I can see where that would apply. But I think that as a sole source in general, it could be looked at, to expand on the definition and how it is applied. I think, in this case, it makes some sense, and I don't know if anyone would want to maintain this piece, and what it would cost if you went somewhere else, but we would have to look at that as well. Just food for thought."

Councilor Rivera asked Justin Miller if he has a legal opinion on how it was presented or advertised.

Mr. Miller said, "The sole source procurement and the Procurement Code is part of the purchaser making a good faith review to determine that there's only one source for those services and goods. It sounds like maybe this particular vendor wasn't the only one who could provide [the service], so maybe the sole source is not the most accurate term. It also sounds like the work was done for emergency reasons to keep operations going, and that's another type of procurement under the Procurement Code. So probably a little more attention to defining the type of procurement should be contained in here."

Acting Chair Ives asked, in terms of the procurement processes between the City and County, and in terms of the Authority, are we obligated under one or the other.

Mr. Miller said, "The SWMA organizational documents say the Agency will follow the State Procurement Code, and it also works with the City on purchasing policy and the Agency purchasing policy, but in general it is the State Procurement Code."

Acting Chair Ives said since he's been on this Board, this is first instance where we've done emergency repairs prior to bringing something before the Authority. He said State Procurement addresses how those kinds of purchases are to be handled, and asked if there are dollar limitations on those. He wants to make sure, going forward, we're doing it right, not that we haven't in this instance, but he doesn't know enough to say "yea or nay."

Mr. Miller said he doesn't know there is a specific dollar amount, but he does know Randall is authorized to make certain purchases up to a certain amount. And purchases above that, require coming to this Board for approval. He said as far as emergency services, he can review cases where he has to go ahead and then come to the Board for approval.

Commissioner Mayfield said then this repair has been done, and Mr. Kippenbrock said yes.

Commissioner Mayfield said, "And you didn't get any other bids, you just directly went to this company."

Mr. Kippenbrock said, "We transported the loader to the facility, so they could tear down the equipment and trouble-shoot exactly what needed to be repaired. The original estimate was thirty some thousand [dollars] before we transported it down there, so they could start taking a look at it. However, after it is all said and done, including tax, it came out to \$54,000 plus."

Commissioner Mayfield asked who made that decision to take it to the facility and get it prepared, and Mr. Kippenbrock said he did.

Commissioner Mayfield, "You knew it was \$30,000 initially."

Mr. Kippenbrock said it was \$30,000 plus.

Commissioner Mayfield asked the procurement threshold to do this, and Mr. Kippenbrock said it is \$50,000.

Responding to Commissioner Mayfield, Mr. Kippenbrock said, "I met with him on January 11th at their office. They gave me the final price and what it would cost to fix it."

Commissioner Mayfield asked if we violated the Procurement Code.

Mr. Miller said, "I don't think so."

Commissioner Mayfield asked Ms. Martinez if we violated the Procurement Code.

Teresa Martinez, County Finance Director, said, "No. This is a typical practice, and probably an emergency procurement may have been a better way to phrase it. But if it impedes operations, and I don't know the threshold, but he would have the ability, and the fact that he is bringing it back to you for ratification is probably the proper procedure. We're okay."

Mr. Miller said, "The threshold under the Procurement Code, allows purchases of up to \$50,000, without going out for proposals. That's called a small purchase. When it is over \$50,000, that is one of the normal scenarios where you have to go out for bid proposals. But under emergency procurement or sole source, those are the types of situations in which you can go above \$50,000."

Commissioner Mayfield asked when the equipment broke.

Mr. Kippenbrock said the latter part of last year.

Commissioner Mayfield asked, what date did the equipment break.

Mr. Kippenbrock said he doesn't know at this time.

Commissioner Mayfield asked how long the equipment was broken before he took it down to Albuquerque.

Mr. Kippenbrock said, "The loader was repaired at the end of last year, with the pump, then we had some more issues, then we took it down there to Wagner to have it further evaluated. We felt that we would just require a hydraulic component to be reconditioned. And one thing led to another."

Commissioner Mayfield asked, "Was there any time where you could have put this out for bid, get an estimate from other vendors to price it and get it fixed, or was it an emergency and we had to have it fixed immediately. Was there was some down time where we could have maybe priced this out."

Mr. Kippenbrock said, "The concern that I had. We utilized Wagner, we asked them to transport it down there, we had an estimate. The machine was torn apart, and a decision had to be made, do we proceed, or do they put it back and charge us for diagnostics. And that's what I ended up doing."

Commissioner Mayfield asked, "Could you have brought this back to the Board anytime last year."

Mr. Mayfield said, "At the time we didn't expect to be over \$50,000, not at all, not even close."

Commissioner Mayfield asked, "When did they give you the estimate for \$30,000, and when did they give you the estimate of \$50,000."

Mr. Kippenbrock said, "And again, I'm speculating it's approximately \$31,000. Again, it was toward the end of last year, whether it was November or December, I don't know. I'll have to get that information for you."

Commissioner Mayfield said, "And we had a Board meeting back then, correct."

Mr. Kippenbrock said, "Yes, we did. We had a special meeting December just strictly on the landfill permitting. And we had a Board meeting in November. But my recollection was just normal procedure as far as trying to get the machine fixed, which we did. And then it broke down again, and the next step led to one thing after another."

Councilor Rivera asked who repaired the pump in the loader.

Mr. Kippenbrock said, "The original pump, it was Wagner Caterpillar that came to the site."

Councilor Rivera asked, "And they didn't have any responsibility in the problems at the failure of this pump."

Mr. Kippenbrock said yes.

Councilor Rivera said, "And it wasn't under warranty, it wasn't part of something that they should have repaired because the pump was the initial problem."

Mr. Kippenbrock said, "The conclusion came that the pump did fail. We replaced that pump, but I also recognized that the original pump may have failed so significantly that it contaminated and damaged

other components throughout the entire system. But we also learned after some other worn parts that needed to be replaced as well."

Councilor Rivera asked if this could have waited 12 days to get approval from this Board, since you knew it was going to be over \$50,000.

Mr. Kippenbrock said, "Actually it was under \$50,000, if I can recall, it was \$51,971 on January 11, 2013. Yes, I probably could have waited on January 11th to get the Board approval."

Councilor Rivera said, "Did it need to be fixed sooner than that, that it couldn't wait the 12 days."

Mr. Kippenbrock said, "Perhaps."

Councilor Rivera said, "I'm still very uncomfortable with this whole situation."

Commissioner Chavez said, "I just want to back to operation and maintenance, and I guess it might be easier said than done, and I don't know if I could do Randall's job, and I don't know that he would want to do my job. But, in this case I think that again, we raised the question and rightly so about the difference between sole source and emergency. And then I think there's just the standard practice of allowing staff to do their job on a day to day basis, than to become a foreman. I think we need to let them make some decisions in the shop and how things should be run. I think this is one of those examples I can see. And thinking back to my earlier days on SWMA, maintenance of this high dollar equipment is always a challenge. So, the timing is I think, not exactly right. But I think that we've raised the question, and I think that it probably could be better under emergency procurement versus sole source. But then now, we're debating what's an emergency and if it was timely for staff to get work done. I don't really want to debate that too much further. I think in this case, maybe we should put this behind us, but not forget about it, and work closely with staff, both Randall and our legal staff either in-house or otherwise, to be sure we stay on top of these details day to day, but it's not going to be easy."

MOTION: Commissioner Chavez moved, seconded by Commissioner Holian, to approve Item VI(F).

DISCUSSION: Councilor Rivera said, "I don't disagree with you Commissioner. I think that they did the work, they do need to get paid, but I think we need to do it in the appropriate fashion, and I don't think we're doing that right now. I think listing it as a sole source is the wrong way to do it. There are other ways, through the emergency clause, or through waiting to bring it to this Board, and I think it needs to be done properly."

Acting Chair Ives said, "One thing again, I profess ignorance when it comes to the emergency circumstance and how that affects capacity under the Procurement Code, because leaning on my own background and experiences in the mining area where you have a multi-million dollar machine that is a production unit which brings in revenues of millions of dollars a day in the coal mining context, where any hour that it is down is a significant impact. That leads me to ask Counsel to perhaps give us a primer on the interaction of these issues, because I am a little unclear. And I think we're hearing that everybody certainly would like to do it right, and we're not quite sure how to do it right in that context, and that will

allow us, and staff to be on the same page when it comes to any future activity. But, I accept what Randall says which is that there's been a standard operating procedure that a piece of equipment was broken went to the manufacturer, a logical place to get repairs and parts, to get the job done and it's back up and running."

VOTE: The motion failed for lack of gaining a majority vote, with Commissioner Holian, Commissioner Chavez and Commissioner Ives voting in favor of the motion and Councilor Rivera, Councilor Dimas and Commissioner Mayfield voting against.

Acting Chair Ives pointed that we have an outstanding expense, and somebody needs to get paid who has done the work. And if we don't pay it, there are other downside consequences and that your not paying it is not where we want to be in any event.

Commissioner Mayfield suggested we could retitle the caption as an emergency procurement, and he would defer to counsel, but by no means he thinks this is sole source.

Mr. Miller said he would be happy to do some research and clarification, as Acting Chair Ives asked, about the relationship between emergency procurement and sole source, and give a more thorough explanation to the Board next time. And we can retitle it on the agenda for further discussion. He thinks this seems like a reasonable idea.

Councilor Rivera said, "Even if emergency purchase does not fit into the category of this, it's still under the State Price Agreement, which is a different option than sole source, so there are two options when bringing it back. I do believe they need to get paid. They did the work, but there's a better way to get it through the process."

Acting Chair Ives said perhaps we could charge counsel and the Director to re-examine bringing it forward, and put it on the agenda for the next meeting, and it sounds everybody agrees these people need to be paid, we just want to do it right. So if we could deliver that message to the vendor that would be fabulous.

Councilor Chavez said he would withdraw his motion.

Ms. Helberg asked if the motion was defeated on a vote of 3 to 3 and failed to gain a majority, or was it defeated on a 3-2 vote.

Acting Chair Ives said it was a 3 to 3 vote.

Ms. Helberg said then it failed to attain a majority, and Acting Chair Ives said this is correct.

Ms. Helberg said then Councilor Chavez is withdrawing his motion.

Acting Chair Ives said that would be a moot point, and it can be reflected as a tie, and the Chair has agreed to renotice with direction to staff.

Mr. Miller said, "In the case of a tie vote, which is somewhat peculiar to SWMA, I think the matter goes to arbitration, so it may be better to have the motion withdrawn, and the tie vote on the record that we need to act further on without the Board.

Councilor Chavez said he would withdraw his motion.

Mr. Miller said the reason it goes to arbitration is because of the split between the City and the County on a tie vote.

Ms. Helberg asked Council how to withdraw a motion which has already been voted on.

SUBSTITUTE MOTION: Commissioner Mayfield moved, seconded by Councilor Rivera, to postpone this item to the next meeting of SWMA.

VOTE: The motion was approved unanimously on a voice vote.

(G) REQUEST FOR APPROVAL OF ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED JUNE 30, 2012.

A Memorandum January 16, 2013, with attachments, including *Financial States and Report of Independent Certified Public Accountants*, for the Santa Fe Solid Waste Management Agency, dated June 30, 2012, prepared by Atkinson & Co., Ltd., to the SFSWMA Joint Powers Board, from Randal Kippenbrock, Executive Director, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

A copy of a Statement on Auditing Standards 114 letter, dated December 3, 2012, to the Board of Directors, SWMA, from Atkinson & Co., Ltd., is incorporated herewith to these minutes as Exhibit "8."

A copy of *Financial Statements Walk Through*, an agenda for the Audit, submitted for the record by Martin Mathieson, is incorporated herewith to these minutes as Exhibit "9."

Martin Mathisen, Atkinson & Co., Inc., said they performed the audit for SWMA for the year ending June 30, 2012. He said the State Auditor approved the audit 10 days ago, so it is public information, and he has final copies for the Board.

Mr. Mathieson reviewed the *Financial Statements Walk Through*. Please see Exhibit "9," for specifics of this presentation.

Mr. Mathisen said, regarding the 114 letter, there are some required sections he has to put in, and there is some required wording that we all use in order to make this letter of most use. He put some sections in boxes to call attention to them. Mr. Mathisen reviewed Exhibit "8." Please see Exhibit "8" for specifics of this presentation.

Mr. Mathisen said there is only one finding which is in the back of the financial statement on page 36. Please see Exhibit "7" for the finding.

The Board commented and asked questions as follows:

- Commissioner Chavez noted, "Sales of Recyclable Goods," and asked where is a list of goods that we're selling – basalt rock.
 - Mr. Kippenbrock said it is the sales of recyclable goods at the Transfer Station.
- Commissioner Chavez asked, "What about the basalt rock and everything else."
 - Mr. Kippenbrock said, "It's not related to this one here."
- Commissioner Chavez asked about the Finding.
 - Mr. Kippenbrock said, "When we opened the sales of recyclables in February 2007, and what we have to do, we normally find the highest buyer for the material, depending on the market. Some vendors provide us purchase orders, others will rely on our bill of lading, basically like shipping weight, etc. When we received the check we matched it into the spreadsheet based on the BOL, like BOL 1000, 1001 and so on, the vendor the weight and so on. Sometimes they go off their weight rather than ours, they have [scales in] their yards, so it is give and take on that. What we have been doing since 2006, and it was identified in the past audit, when we receive the check, the money, we clear that part out, for that particular load. However, what we didn't do in this particular case, what they're referring to, every June 30th how many of those loads were still pending for payment. And we couldn't identify how many were pending for payment. When the audit comes around in October, more or less, those are ready to receive payments. But we couldn't go back and say, June 30th, we had X number of dollars still pending that are considered earned revenues. So from this point forward, every June 30th, we will look at the spread sheet, make that determination that that amount would be considered earned revenue, and get that recorded into the audit report. That is my understanding of what went on there."
- Commissioner Chavez said then the basalt is separate because it is a by-product of the [inaudible]. That's being done by a private hauler and then they're selling it at market at whatever the going rate is.
 - Mr. Kippenbrock said, "Right. That is a little different, because everything gets weighed out at the gate, so every month we send an invoice to Delhur Industries for that material for the royalty payment, and we have that recorded."
- Commissioner Mayfield said the audit looks really good, and the findings aren't bad, and we can clean that up so we get that accountability.

Mr. Mayfield said, "I'm going to go off topic a little bit, because we have our auditor sitting in here.
 That prior discussion that you just heard going on, are we going to be in trouble for an audit finding next year."

Mr. Mathisen said, "First of all it's not resolved. If it turns out that there was a violation of the Procurement Code, that would be a finding. And I have been exposed to that on top of it. I will say that it's kind of a complex situation, so the legal minds for the County and the Agency can advise, and I would give some weight to whatever they said."

Councilor Chavez said, "The finding on the tipping fee, was there iss a concern that we have to do
that by statute, by ordinance, when we do increase the tipping fees. So was that your concern."

Mr. Mathisen said, "There was no concern. I was just saying that was a factor that impacted operations. The tonnage into the Landfill has decreased a little bit in the last 5 years or so, as construction in the Santa Fe area is less. That seems to be a driver of how much goes to.... and so, that's kind to balance, so they said, well we need to raise the fees per ton. If there is going to be less tons, then let's raise the fee just for financial prudence to bring a little bit more for what we're doing, based on the results. So that resolved. That was a factor that was in play for this year."

MOTION: Councilor Rivera moved, seconded by Commissioner Holian, to approve Item VI(G) the Annual Financial Report for the year ended June 30, 2012, as presented.

VOTE: The motion was approved unanimously on a voice vote.

Acting Chair Ives thanked Mr. Mathieson for the presentation.

Mr. Mathieson said it was a good audit report and a good entity.

(H) REQUEST FOR APPROVAL OF RESOLUTION NO. 2013-01. A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "10." Please see Exhibit "10" for specifics of this presentation

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to adopt Resolution No. 2013-01, as presented.

VOTE: The motion was approved unanimously on a voice vote.

(I) DISCUSSION WITH POSSIBLE ACTION TO PROPOSE AND SUBMIT FOR APPROVAL TO THE CITY OF SANTA FE AND THE COUNTY OF SANTA FE, AN AMENDMENT TO THE CITY/COUNTY LANDFILL JOINT POWERS AGREEMENT PROVIDING FOR THE APPOINTMENT OF ALTERNATE BOARD MEMBERS.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 14, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "11." Please see Exhibit "11" for specifics of this presentation.

Mr. Miller said, "Since this item was put on the agenda, the County has prepared an amendment which is going to the County Commission at the next meeting, and presumably after that, It will go to the City Council. So this really is more of an advisory for the Board, because this Board doesn't approve the amendments to the JPA Governing Body. He said he can foresee no action would be need on this. He said the amendment would allow the appointment of alternate Board members by the City and County.

Acting Chair Ives asked how the process would work, and the number of alternates.

Mr. Miller said he hasn't seen the amendment, but believes it would be one alternate appointed by the Board of County Commissioners and one alternate appointed by the City Governing Body.

Acting Chair Ives asked, in terms of when the alternate would be authorized to attend as a member of the Board, is it simply a matter of convenience to make sure we have quorums. He said he is trying to understand the rationale.

Mr. Miller said he hit on the main point, which is that at times it is difficult to get a quorum and it would be helpful to the Board to have that potential.

Commissioner Chavez said it makes sense. He said, "I think, as the alternate, which I think I'm the alternate on one or two of the County Board, my question has always been the notice, the lead time, because you may have scheduled something already. So, I think that for the County, I'm understanding that we do have alternates as a standard practice, but in this case, Commissioner Mayfield, is that not the case, do we not have the alternates."

Commissioner Mayfield said, "This is my understand and this is why I ran into a little frustration, because I was out in December for this Board in particular. I, along Commissioner Holian and Commissioner Vigil.... and I have been on the Commission for 2 years and month now.... have always been SWMA members. Since I've been here, Commissioner Robert Anaya has always been an appointed alternate member of this Board. And it has been our protocol here at the County, we've had Board members assigned, and we've had our agreements with each other, how we appoint ourselves to Boards. And we've also had alternates appointed. So when one of us can't make a Board meeting, we will send them emails, saying we can't make the board meeting, can you attend. We don't ask each other how we take our positions on the board when we attend as an alternate, is how we take our position on the Board. But we will give that courtesy to one another – can you make a Board meeting, if we can't, they would

show up as the alternate. So Commissioner Anaya showed up to a Board meeting the other night, and he was told, what are you doing here. You can't vote, you can't do anything. It's like, wait a minute, I'm the alternate appointed by the County to SWMA. So Mr. Ross, and I'll ask Mr. Ross to speak on this for one second. So, we're just asking to re-ratify this. As far as the County is concerned, unless I'm told differently right now, the County has always taken the position that we have alternate members. I was now told, such as the BDD, we have participation on the BDD, the BDD has an alternate in our JPA, so we have that. As a matter of fact, I think the BDD affords maybe two alternates. The NCRTD has two alternates. This Board, what I'm being told now, the SWMA Board does not afford that in our JPA. So I think that's what we're asking for, some ratification of the JPA. Respectfully, I'm going to defer to our County Attorney, Steve Ross, because he may have a little different thought on that from the County's perspective. I would really like to hear Mr. Ross's thoughts on this."

Steve Ross said, "I think you said it very well, and the County has historically appointed alternates for this very Board, and believes that was appropriate. At least our intent by the people responsible for drafting the amendment, is consistent with the action the Board of County Commissioners has taken in appointing an alternate to this Board for this year. So it should be a simple, technical amendment. I think there's a few words that should clear it, but those can be added from the people from the City and County side. So unless there's concerns, along the lines of those raised by Councilor Chavez, that's what will happen."

Commissioner Chavez reiterated it makes sense and we'll just have to work on scheduling, and things will fall into place.

Commissioner Mayfield said as far as the County is concerned, we will attend the meeting, but if not we'll send an email to Lisa Roybal in the County Manager's Office and to our colleagues telling them can't attend and asking them to attend. If they can, there might just two of us attending, otherwise, the alternate will attend.

Acting Chair Ives said he is unaware that the City appoints any alternates, but would be happy to consider it in due course and take it before the Council.

Commissioner Holian said she is fine with all of this.

Acting Chair Ives said he was present at the meeting where Commissioner Anaya came, and was sitting next to him on the dais. Commissioner Anaya spoke with Commissioner Vigil, and then stood up and was gone. He said, "I would certainly say that any County Commissioner or City Councilor wanting to attend these meetings is always welcome, and it's good to get clarity on the alternate process so we don't have that circumstance. I was hoping he was going to stay for the meeting."

Commissioner Mayfield said he is a BDD alternate, and he is able to attend as well as to comment, although he doesn't vote.

Acting Chair Ives said that is the case with the City Committee meetings. The Councilors sit at the front and are allowed to make comments for the record.

Acting Chair Ives said no action is necessary by this Board at this time.

(J) STATUS REPORT AND POSSIBLE ACTION ON THE JANUARY 10, 2013, COMMUNITY MEETING AS PART OF THE CAJA DEL RIO LANDFILL PERMIT RENEWAL AND MODIFICATION.

A Memorandum dated January 14, 2013, with attachments, to the SFSWMA Joint Powers Board, from Randall Kippenbrock, Executive Director is incorporated herewith to these minutes as Exhibit "12.

A copy of Santa Fe Solid Waste Management Agency Caja del Rio Landfill Permit renewal and modification, Public Comments from the community meeting, of January 10, 2013, with attachments, is incorporated herewith to these minutes as Exhibit "13."

Mr. Kippenbrock introduced Kelly Collins, CDM Smith. He said she attended the community meeting on January 10, 2013, and will give an overview of the community meeting. He said, at the end of this discussion, we are recommending that CDM Smith continue with the preparation for the Landfill Permit and modification application. He said we also will recommend CDM Smith apply the Option H-3, as the design criteria for the lateral and vertical expansion of the landfill.

Ms. Collins presented information from her Memorandum of January 17, 2013, to Randall Kippenbrock, Executive Director of SWMA, regarding the Community Meeting Summary – Permit Modification and Renewal Application which is in the Board packets. Please see this Memorandum for specifics of this presentation.

Ms. Collins reviewed the comments from the community meeting. Please see Exhibit "13," for specifics of this presentation. Ms. Collins noted these comments and responses will be placed on the City's website. Mr. Kippenbrock assisted Ms. Collins by pointing out the subject property and proposed expansion on enlarged drawings.

At this time the presentation was interrupted to consider Items VIII(A) and VIII(B) as follows.

Following the completion of those items the Chair returned to Item VI(J) and the rest of the agenda

MOTION: Commissioner Holian moved, seconded by Commissioner Mayfield, to reconsider the previous approval of the agenda, to interrupt the presentation and hear Item VIII(A) and VIII(B) at this time, and then return to the presentation following hearing these items.

VOTE: The motion was approved unanimously on a voice vote.

VIII. MATTERS FROM THE BOARD

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 14, 2013, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "14.". Please see Exhibit "14" for specifics of this presentation.

(A) ELECTION OF CHAIR AND VICE-CHAIR

MOTION: Commissioner Mayfield moved, seconded by Councilor Rivera, to elect Councilor Peter Ives as as Chair and Commissioner Chavez as Vice-Chair, of the Santa Fe Solid Waste Management Agency Joint Powers Board.

VOTE: There were no further nominations and the motion was approved unanimously on a voice vote.

(B) DISCUSSION WITH POSSIBLE ACTION ON CONTRACT SERVICE (PRICING)
DELIVERED TO THE SFSWMA FACILITIES IN A QUANTITY OR CONSIDER WHICH
MERIT SPECIAL CONSIDERATION THROUGH A CONTRACTUAL AGREEMENT
UNDER 2012 FEE ORDINANCE (COMMISSIONER MAYFIELD).

A copy of a spreadsheet *Brush to Caja Jan. 2012-Dec. 2012*, is incorporated herewith to these minutes as Exhibit "15."

Commissioner Mayfield said, "In 2011 the Board took action to afford some credit to the City, and rightfully so, for waste material the City had at Siler Road from the street sweeping. He said at the time, the City might have received an environmental fine for not getting all that stuff out of the old solid waste station. So the Board made a decision to waive the tipping fees, and correct me if I'm wrong on this Mr. Kippenbrock, the Board made the decision to waive the tipping fees for the City of Santa Fe so they didn't get that environmental hit, so we took that waste at SWMA. I did though preserve the record, to say I would like due consideration in the future so Santa Fe County could get a fair share of credit. I said I would bring that up at a later date. The later date has passed, and I just don't want it to get any later. So I have brought this back so that Santa Fe County can receive a fair share of credit to alleviate some of our tipping fees."

Mr. Mayfield continued, "I was looking at the minutes, but I was hoping that Mr. Kippenbrock could tell us what those tipping fees credits were, and I think it was estimated here, now that I'm looking through the minutes, it says that payment was about \$100,000. I thought it was about \$200,000 or \$250,000 of what we talked about. I was hoping that you would have some records of what those tipping fees were back then, Mr. Kippenbrock. But I guess I'm just here advocating for the County of Santa Fe, that we do receive a fair share or credit or tipping fees. That's what I'm bringing to the attention of this Board. Mr. Kippenbrock, I don't know if you have anything to add on that."

Mr. Kippenbrock said, "This particular item that he discussed occurred back in August 2011, when the City of Santa Fe Environment Department approached us about a huge stockpile of sweeping material

that had accumulated over time. And we brought that action up to the Board, and it turned about to be approximately 6700 tons of material. And rather than being at \$37.50 tipping fee, that was the current tipping fee at the time, we rolled it back to the original tipping fee of \$25 per ton. The net savings was approximately \$100,000 to the City. The Agency gained about close to, I'm just going to just speculate, about \$180,000 in revenues based off that. The agreement between the Agency and the City, was that the City would continue to transport the sweeping material in a timely manner rather than get themselves in the same situation that they had. So the question remains, did they receive a special consideration for the reduced rate from \$37.50 to \$25 per ton, and it was approximately 6,700 tons that resulted in almost \$100,000 in savings for the City. This occurred from the latter part of August to the middle of October when they were able to move that material out. Once they got that pile cleaned up and removed, then it went back to the tipping fee, whatever it was, \$37.50 and so on."

Mr. Mayfield said, "So again Mr. Chair, my appeal to this Board today is to report that same credit and I tried to preserve that back then to the County side."

Commissioner Chavez said, "Commissioner Mayfield, maybe we need a policy statement that would be part of Randall's scope of services, so we know how to anticipate and how to handle it when it comes up again."

Commissioner Mayfield said, "And Commissioner, I agree with you, and I think that that was figured out, that he, Mr. Kippenbrock, would just ask the City, and Mr. Kippenbrock asked the City, 'Let's not get behind on the sweeping, let's just take it immediately, or don't stockpile them and let them set there.' But again, my feeling, I did try to preserve this on the record back then, that there will be a time when I come to the Board on that. What's right is right, and what's fair is fair. We're jointly on the Board together, and I do want to preserve the full credit for the County, if it's \$100,000 or if it is \$185,000, because we are in this joint venture together, that all taxpayers should receive the same credit. And the Santa Fe County taxpayers as a whole should receive the same credit too. And I did try to preserve that record. I have the minutes here, and I thought we were getting further and further away from this. Here we are in calendar year 2013, and the further we get away, and that's what I'm asking that this come back to this Board today, asking for that consideration of this Board to give Santa Fe County this credit also."

Councilor Rivera asked, "Commissioner Mayfield, is there something specifically the County is looking to dispose of, or are you just looking to memorialize this some way, so that if it happens in one year or two years, at lease we have a record of this somewhere."

Commissioner Mayfield said, "And Mr. Chairman, Councilor, I mean that's just great. I guess it's just what's going on with the County right now, and it's just always been my position and one of the fundamental reason I sit on this Board. I'm concerned with the tipping fees at SWMA. When you talk about it, I'm totally concerned with the tipping fees. We heard a presentation here from our auditor, well if we can figure out how to get more volume there, you know we've got a concern about the tipping fees. I want to try to go over those tipping fees out there. I've continually brought it up. I'd like to bring Espanola here to the table. I'd like to bring Los Alamos to this table. We at Santa Fe County, we're debating now, conceptually of what we're doing with the transfer stations...."

Chair Ives interrupted saying, "I know Councilor Rivera has to depart soon."

Commissioner Mayfield said, "Fair enough. Fair enough. But I guess we haven't had a lot of discussion about what is going on with our transfer stations. And some of that discussion has arguably been maybe consolidation of some of our transfer stations. And some of that boils down to, in my mind, of the cost that we're paying for these tipping fees up there, at the SWMA. In fact, I fundamentally believe that. And we're putting a lot of material at SWMA with our green waste and everything else. So, yes I definitely would like a credit going right now to our Public Works Department for our share, because that can help... we have our budget considerations. And we're going into a budget right now, and I think that for this County, any money right now, is for Public Works, if that could help preserve the existence of the transfer stations within Santa Fe County, if it's the La Cienega Transfer Station maybe staying open. If it's the Nambe Transfer Station, if it's the Tesuque Transfer Station. If I can do that for the constituency I represent, I'm going to do it. I'm going to try my hardest to do it. So that's kind of my appeal to all of you right now, and I do believe that Santa Fe County's entitled to its fair share. I don't know if that answers it, but that's just what I'm trying to do."

Chair Ives said, "And I'll speak on my behalf is, what's fair for the goose is fair for the gander. I know nothing about the prior history or the instance, other than what's been said here and it sounds like it does exist, but I'd love to talk to City staff to make sure there's not anything I'm missing, because they would have been involved over the course of time. So if it would be all right to have it as an agenda item at the next meeting for action at that point in time, that might be a possible course of action."

Commissioner Chavez said, "So I think I see two points that your raising. One is sort of the interagency arrangement, in depositing larger volumes of material into the landfill and the tipping fee associated with that. And just in general the tipping fee for the general public and the cost they incur in using the BuRRT and the... Well really just the BuRRT because they're not paying... I guess they are paying somewhat for the transfer stations. They're paying a monthly fee, and that fee is reflected in the permitted fee basically. But your are questioning the overall rate structure."

Commissioner Mayfield said, "Yes, it's a little different, I mean as far of the issue of me wanting to ask for consideration of other entities to be able to dump into... something that I've been continually asking is, let's get Espanola and Los Alamos, to at least talk to this Board. It will have to go to the independent bodies at the City and County too."

Chair Ives said I'm focusing on the credit.

Commissioner Mayfield said, "I think the credit is down [inaudible]. That's just in fairness. But the other issue, Mr. Chairman that I asked to be noticed and I think it kinda is. But there was also a closure, and I think this is very important for the County, and I have to do this to stand up for the County. The County has a good amount of green waste we've been trying to dispose of for some time, and we're doing that. There was a time when BuRRT was closed down from accepting green waste, and Randall, we have those dates. We asked for those dates for green waste. The County was still pushing green waste to the BuRRT from Eldorado and Jacona. But, we pay and I don't know what the City does, but we at the County pay a lesser rate at the BuRRT, and Randall, that's \$27 per ton."

Mr. Kippenbrock said, "No. Green waste is \$20."

Commissioner Mayfield said, "Okay \$20. This is a question, it's not asking... Randall at Caja del Rio are we paying the \$40 per ton for tipping at Caja del Rio."

Mr. Kippenbrock said yes.

Commissioner Mayfield said, "So my question to the BuRRT is do you tip off the County, and if it is, then shame on us. Because when the BuRRT was closed and we were then instructed to take it to Caja del Rio, were we paying \$20 per ton for green waste, or were we paying \$40 per ton."

Mr. Kippenbrock said, "There are two parts to that question, and it is \$40 per ton. It is my understanding that some of the material at the Jacona Transfer Station was too dirty to be considered as mulch."

Commissioner Mayfield said, "Fair enough, well, let's say the part that was not contaminated. What were we being charged when BuRRT was closed down through no fault of our own and we were asked to take it to Caja del Rio."

Mr. Kippenbrock asked the BuRRT Manager, Mike Smith, to comment on that, because he's more familiar with the history that occurred back in 2012.

Mike Smith said, "I've got some notes that may kind of help everybody now, I think. Back in early March, Mr. Barela and I had talked about a program, including updating Jacona Transfer Station, and we talked a little bit on the third of March, he and I had emailed, and potentially talked on the phone as well. I don't have any record of that, but that our grinder might be down for about 2 months and we need to direct that material to the Caja del Rio Landfill instead. Actually the material that is coming in at that time is very old material and over time had become a dirty, nasty, muddy material not made for grinding for that very reason, some trash in it as well. But at the time Mr. Barela and I spoke, pretty much that program was over, so we really accepted, I guess, correct me if I'm wrong, I think we have accepted most of that project material at that point."

Mike Smith continued, "Also, during that, I think Mr. Barela had already notified his supervisors to direct those materials that were clean that were not contaminated, green waste, for them to make that decision when they were loading those, to whether they should direct it to the Landfill or with BuRRT. So, that was their decision on that, so we probably got, by mid-month, that project was pretty much over with at that time. So I think whatever went to the respective disposal facilities, probably was appropriate. I think it's safe to assume that."

Mr. Smith continued, "Again in mid-June, Mr. Barela and I had a little bit of an email exchange, kind of giving a heads up that there may be a large volume coming their way. In looking at the volumes which were delivered to BuRRT that month, I think that particular project never came to fruition. My opinion would be, that was a non-issue, but I did at least want to bring up the conversations we did have. As some of you may know, we had a fire on the beast, that's the grinder, at the end of July. And so pretty

much on July 3rd, I did mail Olivar and just said, until further notice, what had happened is our grinder had been down for a while, and material was kind of building up. And we didn't have room to bring it, not able even to get larger trucks in and out. Pickup, surely a guy could get in and unload his pickup, but to get the larger trucks in there, you can say that was incapable of even dumping. That's how much we had run out of room."

Mr. Smith continued, "I think this went on for 2-3 weeks. I don't have any emails to verify those dates or anything, but we did at one point in time, suspend service. I don't know what went to the landfill and what didn't make it's way. I don't know if the County sat on that material or not. All I know is that for about a two-week period, the best of my recollection is that we did temporarily suspend service."

Commissioner Mayfield said, "And I want to say, back to the 3 week period, the County had to pay more for their green waste. That's the green waste that we were charged by our constituencies to clean up – County roads, all of those trees. We have to dispose of that. We can't stockpile it, and if it can't go to the BuRRT because SWMA is down.... We just talked about an emergency requisition. And we're charged either to keep it where you guys have to keep it, or take it to Caja del Rio. We still have to do that for our residents, and if we are charged higher tipping fees to do that, I think there should be some offset credit."

Commissioner Mayfield said, "Now, I'm going to circle back to the credit that we gave to the City. We have an environmental catastrophe sitting out at Eldorado and also Jacona. We were sitting on such a waste nest out there, and we needed to clean it up. So we afforded consideration to the City of Santa Fe to get all that salt and everything else off Siler Road. And I am going to be disappointed if we don't get that same consideration. We put a lot of money into the SWMA facility in moving all that green waste to Caja del Rio. And I'm going to ask this of our staff, 'Olivar how much green waste material from Jacona and Eldorado did we move out to SWMA."

Mr. Barela said, "Randall has a spreadsheet that I can share with you [Exhibit"15"]. This spreadsheet was generated for the calendar last year. From Jacona, it looks like we have 985 tons, and Eldorado about 644 tons."

Commissioner Mayfield asked if we are still moving tonnage out there.

Mr. Barela said, "The issues you're talking about, the environmental issues have been remedied, we're just moving the green waste coming in day to day. And that's pretty much been happing since August and September.

Commissioner Mayfield there is still green waste in Jacona, it's not used up. There is some staying there.

Mr. Barela said, "Mulch maybe. The mulch at Jacona is used by the Pueblo of Pojoaque to do composting at the sewer plant, so they're moving that out of there."

Commissioner Mayfield asked, "What are we paying SWMA for those nine hundred and something tons. What are we paying."

Mr. Barela said, "Actually there are two rates. Last fiscal year it was \$37.50 at Caja and \$40 per ton."

Commissioner Mayfield asked the total dollar amounts, and Mr. Barela said he didn't have that information with him.

Mr. Barela said, "I might add that this spreadsheet was made to keep track of the waste that was going to Caja, and the only reason green waste would be going to Caja from any of our transfer stations was to remedy the environmental issue in Jacona, or there wasn't any space at BuRRT to dump."

Commissioner Mayfield said, "I'll just close with this. Santa Fe County had its own environmental issues to deal with, also. We gave consideration to the City. I also have constituency in the City. The financial consideration. That's all I'm asking this board to consider."

Councilor Rivera said there was a recommendation to have this brought up at the next meeting. He said, "Could we have a City presentation on exactly what happened at Siler, so I can understand what the issue is with the salt, what happened, about the whole thing.

THANK YOU TO STAFF

Commissioner Holian said she would really like to thank Randall and staff for their professional management of Caja del Rio and BuRRT. She said, "I think that the Audit Report really showed what a good job is being done in managing financially, and also the comments from the people at the community meeting. I was really impressed, so I just want to thank you for last year."

MISCELLANEOUS

Commissioner Chavez said he has had concerns expressed about what people do with their horse manure, and that it is ending up in our waterways, arroyos and open space. He doesn't know if this could be included as part of the green waste program at the transfer stations. It is being accepted at BuRRT and at Caja del Rio.

Mr. Kippenbrock said they take clean manure as part of the green waste program at BuRRT, and the tipping fee is the same as for the green waste – \$20 per ton.

Commissioner Chavez asked what "clean" manure means.

Mr. Kippenbrock said it is manure that is not contaminated, for example, manure from race tracks with sharps and needles.

Ms. Merrill said they have to be able to grind it, because it is processed or mixed in with it, and people collect that part of the compost, and you don't want contamination from the horse track. It should be clean and virtually trash free.

Mr. Kippenbrock said if the person wants the \$20 per ton tip fee, it needs to go to BuRRT as part of the Green Waste Program.

Councilor Chavez said he hears people put it in plastic trash bags and in the regular trash bins.

Chair Ives said a future agenda item would be an exploration of the different types of waste, including this one.

At this time Ms. Collins resumed her presentation.

The Board commented and asked questions as follows:

Commissioner Chavez asked if the expansion to the BLM will be only vertical.

Mr. Kippenbrock said it will be both lateral and vertical, noting we are permitted to go down 70 feet, and based on the width of the BLM areas, will try to take it down as far as possible in accordance with the design criteria.

- Commissioner Mayfield said, "I have been told time and time that we are not doing sand and gravel operations out at that place. Our attorney stepped out, so I will wait until he comes back. Do we need a permit from Santa Fe County for sand and gravel operations out there. Are we doing permitting with Santa Fe County."
- Mr. Kippenbrock said, "As an integral part of the landfill, we do have an operation there."
- Commissioner Mayfield asked, 'Are you receiving permitting from Santa Fe County for your sand and gravel operations."
 - Mr. Kippenbrock said at the current time, we don't know there are any requirements for that.
- Commissioner Mayfield said, "Under our current County Code, there are requirements for sand and gravel, but we'll leave it for our attorney. There was a question by a resident, asking about sand and gravel operations out at the Caja del Rio. I think CDM Smith isn't doing anything for a permitting for sand and gravel operations. So what are we doing for sand and gravel operations out there."

Mr. Miller said he would defer to Randall.

Commissioner Mayfield said, "I'm going to refer to you please.".

Mr. Miller said, "It is my understanding that SWMA does not need a sand and gravel permit, because it is part of the operations of SWMA. And that's something that has been an issue for several years. It's been considered by the Board and by the County Commission, and it's never been determined that the Agency needed to get a sand and gravel operations permit."

Commissioner Mayfield said, "I believe under the current County Code, and I stand to be corrected, I believe that you need a permit from this County for sand and grave operations. I sit on this authority also, so I believe SWMA needs a sand and gravel permit. And somebody can correct me if I'm wrong, but I really believe that. I want to make sure SWMA's not in violation of any laws."

- Commissioner Chavez said, "You would think that would have been a finding in our audit at some level, because... I thought that in his presentation he did say something to the effect that the Agency had met all permitting requirements, but maybe this is one that may have fallen through the cracks."
- Chair Ives suggested as an item for the next meeting, we have a report, hopefully from counsel, who, in the interim would have an opportunity to speak with the County Attorney on that issue, and we can have a more definitive answer to that question. He said, "I don't think anybody on this Board cares to be operating inappropriately. It sounds like an issue that has been taken up and answered informally if not formally, but I would be happy to take a formal look at it, so if we could include that as an agenda item on our next meeting, and hopefully look to a report on the issue."
- Commissioner Mayfield asked how do we sell our basalt and the aggregate.

Mr. Kippenbrock again explained, "The basalt operation for started in 2001. The purpose of the basalt operation is to remove the rock that was prematurely near the surface to get down to the permitted depth. From 2001-2006, for the first 5 years, it was done by Santa Fe Aggregate. At that time, we went our for an RFP and we selected Delhur Industries. In that agreement, it is an 8 year construction agreement, to help us to blast, remove, excavate the rock, stockpile it, also to produce aggregate, as well as to sell for construction. Those are the three components of that contract. The portion about the aggregate to commercially generate aggregate, at their expense they would go ahead, crush the material, sell at a price considered a market price. Of that, we receive \$1.50 in royalty. "

Mr. Kippenbrock continued, "In August 2009, we received a call from the BLM about the sale of basalt being considered a mineral right. We felt at the time, since the operation had gone on since 2001, they were referring to basalt that was being removed from the BLM portion. They said no, it is actually the basalt that is under the two pieces of property that we bought from the Baca and Montoya family. That rock, they consider to be BLM mineral rights. We have the surface rights, but not the mineral rights. So, nevertheless, from 2001 to 2010, we generated approximately \$438,000 and there were some penalties that involved legal fees, etc., and they were roughly

\$25,000 to \$30,000, more or less. From that point on, we entered into an agreement with the BLM for any future sale of basalt that they would receive 69¢ per ton through the gate of the \$1.50 that we do collect from the contractor."

Mr. Kippenbrock continued, "That agreement will expire in 2014, and the Board will have to decide what direction you want to take. Do we enter into a lease agreement with the current tenant or the current operator, or do we go out for bids and see what we can get, etc. We're hoping the bid itself for the next term will be more or less perpetual, through a lease agreement, whoever is going to be on our property, in exchange for continuation of royalty. The rock that is out there that was generated from Cell 4B was estimated to be approximately 10 year. However, due to the recession, that has not been the case. It's been very slow. Every now and then we do see opportunities to help out on major projects such at the overpass at 599, and CR 62. This material will also be used for asphalt related for the Caja del Rio road improvement, etc. That in a nutshell, is the situation with the asphalt material, the stockpile, how it's been done, the contractor, etc. We invoice them monthly and receive revenue for that."

- Commissioner Mayfield asked if we can we use that material on City and County roads.
 - Mr. Kippenbrock said his understanding is the material is available for sale. It is a matter of the City, County and the Agency to work out a price agreement.
- Commissioner Mayfield said, "So the contractor that is extracting this, whatever agreement you
 have, they're able to keep it and we have to buy it back from that contractor to be able to use it."
 - Mr. Kippenbrock said no.
- Commissioner Mayfield asked for a full blown report at the next meeting, commenting he wants to fully understand this.
- Commissioner Mayfield said the public has concerns as to whether we have permits. He asked if you [Ms. Collins] just listen to what Mr. Kippenbrock and attorney tell you.
 - Commissioner Mayfield asked Ms. Collins if she has to verify all of the proper permitting.
 - Ms. Collins said, "The scope of our contract is to develop the landfill permit for renewal. The permit was put in place in 1995. It has to be renewed every 20 years under the solid waste rules. And this is not just a simple renewal because there are some modifications which will be proposed in that permit."
- Commissioner Mayfield said, "I have concerns that we didn't pull the right permits. The public has concerns if we pulled the right permits. Do you [Ms. Collins] have to do your own research to make sure you're pulling the right permits, or are you just taking the position of the Director and the attorneys that you pulled the right permits."

Ms. Collins said, "What we're contracted to do is the permit under the Solid Waste Rules. All of the other permits that the land fill has to maintain, are separate from what I'm involved in."

Mr. Kippenbrock said there is a regulation in the Solid Waste Rule which much be in compliance with all other permits.

Chair Ives thanked Ms. Collins for her presentation.

Chair Ives asked if there is intent to take action on any matter today.

Ms. Collins said it is not in fact part of the rule and this is an additional feature that Randall has requested, to have a community meeting, even though it isn't required. There will be a public hearing at the end of the process associated with the permit.

MOTION: Commissioner Holian moved, seconded by Commissioner Mayfield, to incorporate the comments and concerns provided by the citizens at the community meeting on January 10, 2013 into the permit application.

FRIENDLY AMENDMENT: Commissioner Mayfield wants to be sure we have pulled the appropriate permits and asked this to be a part of the record. THE AMENDMENT WAS FRIENDLY TO THE MAKER AND THERE WERE NO OBJECTIONS BY THE OTHER COMMISSIONERS.

Chair Ives said having Counsel present at the next meeting will answer that question definitively which will be well in advance of submission of anything associated with the permitting process.

Commissioner Holian thanked Ms. Collins for her presentation. She is in support of moving forward with the packet to which we've already committed.

VOTE: The motion, as amended, was approved unanimously on a voice vote.

VII. MATTERS FROM STAFF

There were no matters from staff.

IX. NEXT MEETING DATE

February 21, 2013, at the County Courthouse.

X. ADJOURNMENT

There was no further business to come before the Board, and the meeting was adjourned at approximately 3:00 p.m.

	APPROVED BY:	
	Peter N. Ives, Chair	
ATTESTED TO:		
Yolanda Y. Vigil, City Clerk		
SUBMITTED BY:		

Melessia Helberg, Board Stenographer

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director (

Date:

January 11, 2013

Subject:

Request for Approval of Amendment No. 5 to the Professional Services Agreement with SCS Field Services of Albuquerque, NM, for the Operation and Maintenance of the Landfill Gas Collection Services System at the Caja del Rio

Landfill in the Amount of \$83,312.00.

BACKGROUND AND SUMMARY:

On February 17, 2010, the Joint Powers Board approved RFP #10/14/P to SCS Field Services of Albuquerque, NM, for the operation and maintenance of the landfill gas collection system (GCCS) at the Caja del Rio Landfill in the amount of \$116,275.32.

Operation and maintenance of the landfill consists of the following tasks:

- Task 1. review of all pertinent documents associated with operation and maintenance of the gas collection system and startup parameters and well data obtained to date;
- Task 2. routine monitoring of the 15 extraction wells, flare, and surface emissions;
- Task 3. non-routine services consist of repair and replacement of equipment that can be scheduled in advance, and;
- Task 4. non-routine emergency services when conditions require immediate response and the restoration of GCCS operations.

On October 21, 2010, the Joint Powers Board approved Amendment No. 1 to Professional Services Agreement with SCS Field Services for the non-routine services portion of the contract, which was extensive due to start-up and on-going maintenance of the GCCS. Additional funds (\$35,000.00) were required to continue to provide non-routine services.

On January 20, 2011, the Joint Powers Board approved Amendment No. 2 to Professional Services Agreement with SCS Field Services to continue to provide routine services in Task 2 of the Agreement (\$9,000.00).

On March 17, 2011, the Joint Powers Board approved Amendment No. 3 to Professional Services Agreement with SCS Field Services to extend the Agreement until February 17, 2012, and increase the Agreement in the amount of \$51,000.00.

On January 26, 2012, the Joint Powers Board approved Amendment No. 4 to Professional Services Agreement with SCS Field Services to continue to provide routine services in Task 2 and non-routine services in Task 3, and increase the Agreement in the amount of \$86,800.00.

Amendment No. 5 will allow for an increase the Agreement in the amount of \$83,312.00 for a total not-to-exceed amount of \$381,387.32 for Task 2 (routine monitoring), Task 3 (scheduled



non-routine services), and Task 4 (unscheduled non-routine services for Calendar Year 2013). The amendment will also extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available via budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services).

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 5 to Professional Services Agreement with SCS Field Services of Albuquerque, NM, for operation and maintenance of the landfill gas collection system at the Caja del Rio Landfill in the amount of \$83,312.00.

The Agency also requests approval of a budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the amount of \$83,312.00.

- Attachments: 1) Budget Adjustment Request
 - 2) Professional Service Agreement Amendment No. 5
 - 3) Professional Service Agreement Amendment No. 4
 - 4) Professional Service Agreement Amendment No. 3
 - 5) Professional Service Agreement Amendment No. 2
 - 6) Professional Service Agreement Amendment No. 1
 - 7) Professional Service Agreement

ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME

SANTA FE SOLID	1/24/2013			
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Transfer-Out Landfill Gas Collection Reserve	52503.700150	5500	83,312.00	
Transfer-In Operating Fund	51500.600150	5503	(83,312.00)	
			·	
Professional Services	52501.510300		83,312.00	
			·	
	<u> </u>	<u></u>		
Budget increase to be funded from 550	03 100700(Cash re	serves I andfill G	as Collection Reserve	to the Operating
Fund (5500) to fund Amendment #5 to				
Accelled O October		City Council Droval Required	Budget Officer	Date
Angelica G Salazar	City Counc	il		
<u></u>	Dat Agenda Item		Finance Director	Date
Randall Kippenbrock, P.E. Exec Director	Date		City Manager	Date

ATTACHMENT

Professional Services Agreement - Amendment No. 5

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 5

PROFESSIONAL SERVICES AGREEMENT

(GCCS Operation and Maintenance Services)

This AMENDMENT No. 5 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to perform operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, <u>Scope of Services</u> of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2013 attached hereto as Exhibit A.

2. <u>COMPENSATION</u>

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Eighty-Three Thousand Three Hundred Twelve Dollars and No Cents (\$83,312.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Three Hundred Eighty-One Thousand Three Hundred Eighty-Seven Dollars and Thirty-Two Cents (\$381,387.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$116,275.32
AMENDMENT NO. 1	\$35,000.00
AMENDMENT NO. 2	\$9,000.00
AMENDMENT NO. 3	\$51,000.00
AMENDMENT NO. 4	\$86,800.00
AMENDMENT NO. 5	\$83,312.00
CONTRACT TO DATE	\$381,387.32

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered no more than once each month. Compensation shall be paid only for services actually performed.

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 January 24, 2014, 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 the Contractor and approved by the Joint Powers Board.

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 Agreement No. 5 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Peter Ives	Date
Vice Chairperson	
ATTEST:	
Yolanda Y. Vigil	
Santa Fe City Clerk	
SCS FIELD SERVICES:	
Ron Wilks	Date
Vice President	<i>5</i> 440
APPROVED TO FORM:	
Justin W. Miller	Date
Agency Attorney	

EXHIBIT A

SCS Field Services

Scope of Work and Fee

for

Calendar Year 2013 for O&M at the Caja del Rio Landfill

SCS FIELD SERVICES

December 27, 2012 SCS Project No. 07212027.00

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

Subject:

Proposed Scope and Fees for 2013 OM&M Services for the Landfill Gas Collection and Control System (GCCS), Santa Fe Solid Waste Management

Agency, Caja del Rio Landfill, Santa Fe, New Mexico

Dear Mr. Kippenbrock:

SCS Field Services (SCS-FS) is pleased to present this proposed scope, schedule, cost and fee schedule for the renewal of our existing contract that was originally executed on February 1, 2012. This proposal is to increase the costs for OM&M services at the Caja del Rio Landfill for calendar year 2013.

These proposal documents have been prepared based on communications with your office. We have organized the documents as follows for insertion into your standard contract form:

Exhibit A – Scope and Schedule;

Exhibit B – Rates and Not-to-Exceed Fees; and

Exhibit C – Fee Schedule.

Table 1 presents a summary of the original tasks authorized in 2012, and the remaining budget available as of January 31, 2013. This remaining budget from 2012 is being credited towards the scope of work included in this proposal for 2013 services.

Table 1 – 2012 Tasks and Remaining Budget

Task Name	Original Budget	Remaining Budget (as of 01/31/2013)
Routine Services	\$173,233.03	\$4,116.21
Gas Analyzer Installation	\$37,275.00	Task Complete
GHG Readings	\$2,635.88	Task Complete
Startup Costs	\$10,224.53	Task Complete
Non-Routine Services	\$74,706.88	\$0.00
	\$298,075.32	\$4,116.21

Mr. Randall Kippenbrock, P.E. December 27, 2012 Page 2

Table 2 presents the tasks where monies are being requested for 2013. As can be seen by Table 2 below, with the fees requested for 2013 and the remaining balance from 2012, an additional budget of \$83,312.00 is being requested with this proposal.

Table 2 – Proposed 2013 Tasks and Budget

Task Name	Proposed 2013 Fee
Task 2: Routine Services	\$66,028.00
Tasks 3 and 4: Non-Routine Services	
Task 3: Scheduled Non-Routine	
Task 4: Unscheduled (immediate	
response services) Non-Routine	
Total Task 3 and Task 4	<u>\$21,400.00</u>
TOTAL FEE NEEDED FOR 2013	\$87,428.00
LESS BUDGET REMAINING FROM 2012	\$4,116.00
NEW BUDGET AUTHORIZATION REQUEST	\$83,312.00
FOR 2013 (rounded up)	

We look forward to continuing to provide professional services to SFSWMA. Please do not hesitate to contact us with any questions or if you need additional information.

Sincerely,

Marcia Pincus, P.E. Project Manager

SCS Field Services

Ron Wilks Vice President

SCS Field Services

Attachments

EXHIBIT A SCOPE AND SCHEDULE

SCS FIELD SERVICES

EXHIBIT A - PROJECT DESCRIPTION AND SCOPE OF WORK

Project and Landfill Description

SFSWMA needs operation and maintenance (O&M) services for a landfill gas collection and control system (GCCS) at the Caja del Rio Landfill (Landfill). The Caja del Rio Landfill, opened in 1997, occupies an area of approximately 430 acres of which approximately 78 acres are permitted through the New Mexico Environment Department for disposal of solid waste. SFSWMA submitted a New Source Performance Standard (NSPS) Tier 2 Report to the New Mexico Environmental Department (NMED) on October 15, 2007 stating that the Landfill's Non-Methane Organic Compound emission rate was in excess of 50 Megagrams (mg) per year. This triggered landfill gas collection and control system requirements for the Landfill. Under these regulations, operation of the GCCS must begin on April 10, 2010.

Currently SFSWMA is constructing phase one of a landfill gas collection system at the Caja del Rio Landfill. The system consists of 15 vertical LFG extraction wells and wellheads, belowgrade LFG header and lateral piping, a condensate management system, and an enclosed John Zink flare, Model Number ZTOF. The flare is an approximate 900 scfm unit, which is approximately 30 feet tall.

The Caja del Rio Landfill is subject to New Source Performance Standard (NSPS) collection and control requirements. As such, the GCCS must operate under specific NSPS requirements, in addition to EPA's final rule requirements for greenhouse gas emissions reporting. The 15 LFG wells need to be monitored and adjusted to meet the compliance requirements of NSPS, as well as the collection of specific data for greenhouse gas emissions reporting as required by regulations 40 CFR 98.

Scope of Services

Task 2 - Routine Services

As required by the Scope of Services, the wellfield will be monitored on a twice-monthly basis. Based on this requirement, SCS-FS proposes that the first reading of the month will occur during the first week of the month and the second reading will occur approximately 15 days after the first wellfield monitoring event (or prior to 15 days if there is an NSPS parameter exceedance for an extraction well). During these visits routine services for the wellfield will include:

- Monitoring and adjusting the 15 extraction wells so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well; in addition to individual extraction well temperatures and pressures.

- Assuring that extraction wells are functioning properly and/or without damage.
 Inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 2000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS guidelines. Initial reading and adjusted readings, for each well and the blower/flare station (BFS), will be stored in the GEM 2000 for future upload to an electronic data file.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, and less than zero pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS requirement, stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS-FS will remonitor the wells within 15 days of the initial non-compliant reading. This 15-day reading will be coordinated with the second wellfield routine service event.

SCS-FS will record at the BFS all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made.
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made.
- Vacuum pressures and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.
- Arrestor and knockout port differential pressures.
- Flare flow and total flow prior to and after wellfield adjustments have been made.
- Blower operating the GCCS at the time of the visit.
- Other pertinent data required to maintain good operating conditions for the BFS, and as required by the manufacturer.

On a semi-monthly basis, SCS-FS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but may not be limited to, the following items:

- Any damage, leaks, or breaks in piping.
- Unusual noise/vibrations/functions.
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services, as recommended by John Zink for the flare, blower, and associated equipment, will also be performed. Maintenance for the BFS will include, but may not be limited to:

- Lubrication of the blower's motors as required by manufacturer (quarterly basis or sooner if required by manufacturer).
- Periodic switching of the blowers (monthly basis).
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise).
- Checking that the continuous recorder is functioning properly (semi-monthly basis).
- Recording propane tank levels and advising landfill staff of levels (semi-monthly basis).
- Proper functioning of the Variable Frequency Drive (VFD) (monthly basis).
- Proper functioning of the control panel and electronics (monthly basis).
- Other maintenance items as required by the John Zink O&M Manual for BFS (time interval varies by equipment and manufacturer).
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis).
- Flame arrestor cleaning (typically annually or as required by manufacturer as increase in differential pressure).
- Thermocouple testing (quarterly or as required by manufacturer) and cleaning, as required.
- UV scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary.
- Igniter's inspection (quarterly or as required by manufacturer) and cleaning, as required.
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS-FS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS-FS will advise SFSWMA of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repair performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel or other location as required by SFSWMA staff. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SWSWMA and their designated agents. All collected data collected from the wellfield, BFS, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the 15th day of the following month. All SSMs that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to SFSWMA.

SCS-FS' approach to providing routine services is to collect data pertaining to the BFS prior to making wellfield adjustments. This allows field staff to determine if the BFS is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the BFS is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum from the BFS. Wells would be "overpulled" as a result of this higher vacuum. If this condition ("overpulling") is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is could be more time spent at the site if there are no problems at the BFS, but this time would be offset if there were problems at the BFS and they were not taken care of prior to wellfield adjustments.

After the BFS is inspected and required data is obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed HDPE piping.

SCS-FS will plan to do wellfield tuning and adjustments during the morning hours. We have found that most extraction wells in southwest arid regions show compliance with NSPS parameters during this early period of the day. We feel this timing of the wellfield readings is advantageous because it is the best time to ascertain the efficiency of the wellfield. SCS-FS believes there is no disadvantage to performing the readings during this time of day and actually allows us the remainder of the day to perform maintenance and repair of equipment, if needed.

Once the wellfield is read, the technician will then return to the BFS and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the BFS, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Task 2A - Liquid Level Measurements

Additional routine services for consideration by SFSWMA, involve obtaining liquid level measurements in the extraction wells to determine if condensate/fluids are blocking well perforations. The purpose of obtaining these measurements is to ensure good gas flow and quality in each extraction well. SCS-FS recommends that this routine service be performed on a semi-annual basis. In order for SCS-FS to complete this work, we would disconnect the wellhead from the lateral and use a water level meter to find any fluids in the extraction well. A table of well depths, depths to fluids, top of casing, and other pertinent data will be documented and provided to SFSWMA for their records. Any fluids found in the well that are a concern to SCS-FS will be discussed with SFSWMA and recommendations to SFSWMA on how to handle these fluids will be advised.

Task 2B - Surface Emissions Monitoring

An additional item for consideration by SFSWMA is quarterly surface emissions monitoring (SEM). SCS-FS can perform these events using a TVA-1000A flame detector. The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age—in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The TVA-1000A would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated in 30 days. SCS-FS would perform this service during one of the semi-monthly wellfield tuning/adjustment events. After the 30-day re-check and concentrations below 500 ppm have been obtained, SCS-FS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Task 3 - Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells on line. SCS-FS can schedule repair of the well during our next trip to the site, or we can

arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS-FS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS-FS concerning the efficiency of the collection system. Special assignments, such as engineering, system design, studies, plans/drawings, and various services related to LFG recovery and efficiency, fall into the category of non-routine services. These special assignments will be authorized and prioritized by SFSWMA.

Once SFSWMA has identified a repair or special assignment that it desires SCS-FS to perform, SCS-FS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS-FS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication, SCS-FS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS-FS recommends that these non-routine events occur during normal routine visits to the site (i.e. during a semi-monthly wellfield tuning event). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS-FS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will be performed by Secor and/or SCS-FS field technicians. SCS-FS will contact Secor, if used, about any repair/replacement issues and obtain a scope of work and estimated costs for the work. SFSWMA will be provided this information, prior to Secor coming to the site, to obtain SFSWMA approval for the proposed work. Once notice-to-proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS-FS will oversee the work performed by Secor. SCS-FS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs at a minimum.

SCS-FS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, staff from our Albuquerque office can respond to these emergencies 7 days a week. SCS-FS recommends that our Project Manager be notified by the callout dialer directly (the auto dialer has the ability to have several phone numbers stored in its memory), so she can respond quickly during shutdown and/or alarms events. We have provided such services for other clients in similar situations.

During an emergency event, the Project Manager and/or other Albuquerque staff can assess problems and provide immediate assistance. If a problem is major, SCS-FS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS-FS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures, as stated in Task 2 and 3 above.

EXHIBIT B RATES AND NOT-TO-EXCEED FEE

Exhibit B. Routine Services Costs - February 2013 to January 31, 2014 Landfill Gas Collection and Control System - OM&M Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Oct. 24, 2012

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Field Truck	\$144.00	day	2	12	\$3,456.00
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Exhibit B. Routine Services Costs - February 2013 to January 31, 2014 Landfill Gas Collection and Control System - OM&M Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Oct. 24, 2012

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Technician	\$75.00	hours	4	2	\$600.00
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Field Truck	\$18.00	hours	4	2	\$144.00
Equipment	\$25.00	ls	1	2	\$50.00
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Field Truck	\$144.00	day	1	4	\$576.00
Miscellaneous supplies/expenses	\$50.00	Is	1	4	\$200.00
Equipment	\$185.00	Is	1	4	\$740.00
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Office Director	\$204.00	hours	1	12	\$2,448.00
Project Manager	\$173.00	hours	3	12	\$6,228.00
Senior Project Professional	\$146.00	hours	5	12	\$8,760.00
Field Compliance Officer	\$146.00	hours	0.5	12	\$876.00
Administrative Assistant	\$67.00	hours	2	12	\$1,608.00
Drafter	\$78.00	hours	1	4	\$312.00
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Exhibit B. Routine Services Costs - February 2013 to January 31, 2014 Landfill Gas Collection and Control System - OM&M Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Oct. 24, 2012

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Project Manager	\$173.00	hours	0	0	\$0.00
Technician	\$75.00	hours	0	0	\$0.00
Senior Superintendent	\$120.00	hours	0	0	\$0.00
Expenses Field Truck	\$144.00	days	0	0	\$0.00
Equipment - Gem 2000/SEM	\$185.00	days	Ö	0	\$0.00
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EXHIBIT C FEE SCHEDULE

SCS FIELD SERVICES

FEE SCHEDULE

(Effective February 1, 2013 through January 31, 2014)

Technical Field Personnel	Rate (\$)/Hour
Laborer	55
Fusion Technician	60
Technician	68
Equipment Operator	68
Foreman	78
Senior Technician	78
Plant Operator	85
Mechanic	90
Superintendent	100
Senior Superintendent	125
Management/Support Personnel	Rate (\$)/Hour
Secretarial	55
Project Administrator	67
Field Data Analyst	75
Senior Project Administrator	80
Designer/Drafter	85
Project Coordinator	
Project Professional/H&S Specialist	127
Senior Project Professional	158
Field Compliance Auditor	163
Desirat Manager	
Regional Manager/Project Director	173

General Terms

- 1. Labor rates are in effect until January 31, 2014. Any work performed after that date is subject to a new Standard Fee Schedule.
- 2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.50 per mile. Trucks will be charged at \$18.00/hour.
- 3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
- 4. Payment of SCS Field Services invoices for services performed will not be contingent upon the Client's receipt of payment from other parties. Client agrees to pay legal costs,

SCS Field Services Fee Schedule February 1, 2013 Page 2

including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on Client's accounts

- 5. Rates for Principals may be negotiated on a project specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
- 6. On short term or one time assignments, services which require less than eight (8) hours, but more than four (4) hours will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services offices.
- 7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
- 8. These rates are based on non-union, non-prevailing wage scales.
- 9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to Client at cost plus 15 percent.
- 10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

SCS FIELD SERVICES

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective February 1, 2013 through January 31, 2014)

GEM 2000 Gas Analyzer: Daily Rate
Weekly Rate
Weekly Rate
H ₂ S Gas Pod
SEM 500 Emissions Monitor:
Daily Rate
Weekly Rate
Monthly Rate
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles
M-40 Gas Analyzer 0 ₂ /H ₂ S/Combustibles 50/day
Magnehelic Pressure Set
Kurz Air Velocity Meter
Digital Readout Thermocouple
Dräger Detector Tubes/Pump
Metal Bellows Vacuum Pump
Bar Punch:
• Daily Rate10/day
Weekly Rate
Monthly Rate 90/month
Wionany Rate
Fisher M95 Metal Detector30/day
Dewatering Pump (Trash Pump)
TVA-1000 Flame Ionization Detector:
Daily Rate
Weekly Rate
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	50/1
Daily Rate Weekly Rate	▼
Transit:	
Daily Rate	15/day
Weekly Rate	
Monthly Rate	250/month
Level:	
Daily Rate	15/dav
Weekly Rate	•
Monthly Rate	195/month
Pipe Laser:	
Daily Rate	50/day
Weekly Rate	-
Monthly Rate	
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump	_
Tedlar Bag (10-Liter)	•
Non-Contaminating Air Sampling Pump	
Interface Probe	50/day
Submersible Pump:	
Daily Rate	50/day
Weekly Rate	
Monthly Rate	
Water Level Indicator:	
Daily Rate	20/dav
Weekly Rate	
Monthly Rate	

	Rate (\$)
100-Foot Temperature Probe:	
Daily Rate	15/day
Weekly Rate	-
Monthly Rate	
Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower	150/day
Tool Truck	144/day
No. 12 P.E. Fusion Machine (1"-2"):	
Daily Rate	50/day
Weekly Rate	
Monthly Rate	450/month
No. 14 P.E. Fusion Machine (1"-4"):	
Daily Rate	80/day
Weekly Rate	240/week
Monthly Rate	
No. 28 P.E. Fusion Machine (2"-8")	150/day
412 P.E. Fusion Machine (4"-12"):	
Daily Rate	_
Weekly Rate	
Monthly Rate	2,025/month
618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine	•
Sidewinder P.E. Fusion Machine	•
Air Compressor	
Arc Welder	•
Generator (3,500-Watt)	
Generator (5,000-Watt)	00/day
Generator (6,000-Watt):	
Daily Rate	65/day

	Rate (\$)
Generator (8,000 Watt):	
Daily Rate	75/day
Weekly Rate	
Isolation Pinch-off Tools:	
Daily Rate	25/day
Weekly Rate	75/week
Monthly Rate	
Leister Extrusion Welding Gun	120/day
Plate Compactor	75/day
4-Wheeler (ATV):	
Daily Rate	50/dav
Weekly Rate	150/week
Monthly Rate	
4-Wheeler with 44" Mow Deck:	
Daily Rate	100/day
Weekly Rate	
Monthly Rate	
Cub Cadet:	
Cub Cadet.	
Daily Rate	
Weekly Rate	
Monthly Rate	1,575/month
Chain Saw:	
Daily Rate	10/day
Weekly Rate	
Monthly Rate	
Friatec Electrofusion Machine:	
Daily Rate	100/day
Weekly Rate	
Monthly Rate	
-	

	Rate (\$)
Horiba Water Quality Meter:	
Daily Rate	40/day
Weekly Rate	
Monthly Rate	360/month
Hydrogen Sulfide Meter:	
Daily Rate	100/day
Weekly Rate	
Monthly Rate	
Infrared Thermometer:	
Daily Rate	10/day
Weekly Rate	
Monthly Rate	
Micropurge Flow Cell (Groundwater):	
Daily Rate	100/day
Weekly Rate	
Monthly Rate	
Oiless Compressor and Control Box (Groundwater):	
Daily Rate	75/day
Weekly Rate	•
Monthly Rate	
Earth/Resistance Tester:	
Daily Rate	100/dox
Weekly Rate	
Monthly Rate	
110daily rate	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Pitot Tube and Gauges:	
Daily Rate	10/day
Weekly Rate	
Monthly Rate	90/month
Pressure Washer:	
Daily Rate	50/dav
Weekly Rate	
Monthly Rate	

Rate (\$)
Squeeze Tool:
 Daily Rate
 Daily Rate
Vacuum Air Pump:
 Daily Rate
Video Camera System
Weed Trimmer
 Daily Rate
Safety Equipment:
 Tyvek Suit (each) Polyethylene suit (each) Nitrile gloves (per pair) PVC Gloves (per pair) Rubber booties (per pair) Organic Vapor Cartridges (per pair) Organic Vapor/Acid Cartridges (per pair) Cartridges pre-filters (per pair) Half face respirator (each) Full face respirator (each) Ventilator/manhole blowers 15/each 20/day Parachute harness 10/day

General Terms

- 1. Rates are in effect until April 30, 2012. Any work performed after that date will be subject to a new Schedule of Fees.
- 2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
- 3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
- 4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if 3 magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be \$15/day.
- 5. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
- 6. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.

ATTACHMENT

Professional Services Agreement - Amendment No. 4

TEM # /2-0066

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 4 PROFESSIONAL SERVICES AGREEMENT (GCCS Operation and Maintenance Services)

This AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2012 attached hereto as Exhibit A.

2. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Eighty-Six Thousand Eight Hundred Dollars and No Cents (\$86,800.00) so that Article 3 reads in its entirety as follows:

Page 1 of 4

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Two Hundred Ninety-Eight Thousand Seventy-Five Dollars and Thirty-Two Cents (\$298,075.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT	
ORIGINAL CONTRACT	\$116,275.32	
AMENDMENT NO. 1	\$35,000.00	
AMENDMENT NO. 2	\$9,000.00	
AMENDMENT NO. 3	\$51,000.00	
AMENDMENT NO. 4	\$86,800.00	
CONTRACT TO DATE	\$298,075.32	

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on January 26, 2013, unless terminated sooner pursuant to Article 6 below.

Page 2 of 4

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 the Contractor and approved by the Joint Powers Board.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemary Romero Chairperson Date:

ATTEST:

SCS FIELD SERVICES:

Ron Wilks Vice President

APPROVED AS TO FORM:

Justin W. Miller

Agency Attorney

1/26/12

Date:

ATTACHMENT

Professional Services Agreement – Amendment No. 3

ITEM # 11-0195

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 3 PROFESSIONAL SERVICES AGREEMENT (GCCS Operation and Maintenance Services)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2011 attached hereto as Exhibit A.

2. <u>COMPENSATION</u>

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty One Thousand Dollars and No Cents (\$51,000.00) so that Article 3 reads in its entirety as follows:

Page 1 of 4

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Two Hundred Eleven Thousand Two Hundred Seventy-Five Dollars and Thirty-Two Cents (\$211,275.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT	
ORIGINAL CONTRACT	\$116,275.32	
AMENDMENT NO. 1	\$35,000.00	
AMENDMENT NO. 2	\$9,000.00	
AMENDMENT NO. 3	\$51,000.00	
CONTRACT TO DATE	\$211,275.32	

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on February 17, 2012, unless 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 the Contractor and approved by the Joint Powers Board.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemary Romero

Chairperson

ATTEST:

Yolanda Y. Vigil

Santa Fe City Clerk

SCS FIELD SERVICES

Ron Wilks

Vice President

3-22-11

Date:

APPROVED AS TO FORM:

Justin W. Miller

Agency Attorney

3/17/11 Date:

ATTACHMENT

Professional Services Agreement – Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 2 PROFESSIONAL SERVICES AGREEMENT (GCCS Operation and Maintenance Services)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Nine Thousand Dollars and No Cents (\$9,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Sixty Thousand Two Hundred

Seventy Five Dollars and Thirty Two Cents (\$160,275.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT	
ORIGINAL CONTRACT	\$151,275.32	
AMENDMENT NO. 1	\$ 9,000.00	
CONTRACT TO DATE	\$160,275.32	

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

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemary Romero Chairperson

ATTEST:

Santa Fe City Clerk

SCS FIELD SERVICES:

Ron Wilks Vice President

Date:

APPROVED AS TO FORM:

Nancy R. Long

Agency Attorney

Page 3 of 3

ATTACHMENT

Professional Services Agreement - Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 1 PROFESSIONAL SERVICES AGREEMENT (GCCS Operation and Maintenance Services)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty Five Thousand Dollars and No Cents (\$35,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Fifty One Thousand Two

Page 1 of 3

Hundred Seventy Five Dollars and Thirty Two Cents (\$151,275.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$116,275.32
AMENDMENT NO. 1	\$35,000.00
CONTRACT TO DATE	\$151,275.32

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

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Mark T. Baker Agency Attorney

Rosewin Romen	10/21/10
Rosemary Romero Chairperson	Date:
ATTEST:	
Yolanda Y. Vigil Santa Fe City Clerk	
SCS FIELD SERVICES:	10/26/10
Ron Wilks Vice President	Date:
APPROVED AS TO FORM:	
A	

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Engineers, Albuquerque, NM, ("the Contractor") for OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL (RFP #'10/14/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 professional services subject to this Agreement are set forth in the Scope of Work 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 a sum not to exceed One Hundred Sixteen Thousand Two Hundred Seventy-five Dollars and Thirty-Two Cents (\$116,275.32) including applicable New Mexico gross receipts tax, broken down

as follows:

Fee for Professional Services	\$109,163.00
New Mexico Gross Receipts Tax	\$7,112.32
Total	\$116,275.32

- B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.
- 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.

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 February 17, 2011, 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 the Contractor and approved by the Joint Powers Board.

6. <u>TERMINATION</u>

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.
- 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. <u>STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS</u>

- 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. <u>CONFLICT OF INTEREST</u>

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. <u>INSURANCE</u>

- A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,050,000 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 also obtain 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,050,000 per occurrence.

13. <u>INDEMNIFICATION</u>

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 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. <u>NEW MEXICO TORT CLAIMS ACT</u>

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

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. Ron Wilks

Vice President

SCS Field Services

1901 Central Drive, Suite 550

Bedford, TX 76021

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

AGENCY:

Rosemary Romero

Chairperson

CONTRACTOR

Ron Wilks

SCS Field Services

DATE:	
ATTEST:	
Yolanda Y. V City Clerk	gil De

APPROVED TO FORM:

Mark T. Baker Agency Attorney DATE: 2-17-10

NM Taxation & Revenue CRS No. 02-483917-00-5

City of Santa Fe Business Registration No. <u>09-04412</u>

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 11, 2013

Subject:

Approval of Amendment No. 3 to Agreement with SCS Engineers of Bedford,

TX, for Engineering Services (Air-Related Compliance) for the Landfill Gas

Collection System at the Caja del Rio Landfill in the Amount of \$17,718.60.

BACKGROUND AND SUMMARY:

On February 17, 2010, the Joint Powers Board approved RFP #10/15/P to SCS Engineers of Bedford, TX, for Engineering Services for the Landfill Gas Collection System (GCCS) at the Caja del Rio Landfill in the amount of \$55,749.26.

Engineering services in 2010 consisted of the following tasks:

- Task 1. Preparation of a Startup, Shutdown, and Malfunction (SSM) Plan;
- Task 2. Enclosed flare source testing:
- Task 3. NSPS, SSM, and Title V reporting;
- Task 4. New Mexico emissions inventory reporting;
- Task 5. Federal greenhouse has (GHG) emissions reporting services; and
- Task 6. Additional services.

On February 17, 2011, the Joint Powers Board approved Amendment No 1. to Professional Services Agreement with SCS Engineering Services to continue to provide services in Tasks 3, 5, 6 and 7 of the Agreement in the amount of \$6,859.43.

On January 26, 2012, the Joint Powers Board approved Amendment No 2. to Professional Services Agreement with SCS Engineering Services to continue to provide services in Tasks 3, 5, 6 and 7 of the Agreement in the amount of \$15,540.22.

Tasks 1, 2, and 4 were completed in 2010-2011. Engineering services now consist of the following tasks:

- Task 3. NSPS, SSM, and Title V reporting;
- Task 5. GHG reporting;
- Task 6. Additional services; and
- Task 7. 2012 New Mexico Emissions Inventory reporting (Calendar Year 2012).

SCS Engineers will prepare the Title V reports that certify that the landfill is in compliance with all air-related requirements, and the SSM semi-annual reports that summarize SSM events. The events are determined from SSM forms completed by the GCCS operator. NSPS reporting is more involved and includes all collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions, a summary of gas system downtime and any

flare free-venting. SCS Engineers will notify the EPA regarding the landfill's Designated Representative, and calculate and file calendar year 2012 GHG Emissions by March 31, 2013. SCS will prepare the calendar year 2012 emissions inventory for the landfill and submit it to the New Mexico Environment Department by April 1, 2013.

Amendment No. 3 will allow for an increase of the Agreement in the amount of \$17,718.60 for a total not-to-exceed amount of \$95,867.51. The amendment will also extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available via budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services).

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 3 to Professional Services Agreement with SCS Engineers of Bedford, TX, for Engineering Services (Air-Related Compliance) for the Landfill Gas Collection System at the Caja del Rio Landfill in the amount of \$17,718.60.

The Agency also requests approval of a budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the amount of \$17,718.60.

- Attachments: 1) Budget Adjustment Request
 - 2) Professional Service Agreement Amendment No. 3
 - 3) Professional Service Agreement Amendment No. 2
 - 4) Professional Service Agreement Amendment No. 1
 - 5) Professional Service Agreement

ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY			DATE 1/24/2013	
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Transfer-Out Landfill Gas Collection Reserve	52503.700150	5500	17,718.60	
Transfer-In Operating Fund	51500.600150	5503	(17,718.60)	
Professional Services	52501.510300		17,718.60	
	·			
				\$ -
Budget increase to be funded from 550	03.100700(Cash re	serves Landfill G	as Collection Reserve	
Fund (5500) to fund Amendment #3 to			mpliance of the Gas C	ollection System
	CITY CO	UNCIL APPROVAL City Council		
Angelica G Salazar	Date Approve	oroval Required	Budget Officer	Date
	Approvi Dat Agenda Item	°	Finance Director	Date
Randall Kippenbrock, P.E. Exec Director	Date		City Manager	Date

ATTACHMENT

Professional Services Agreement - Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 3

PROFESSIONAL SERVICES AGREEMENT

(Engineering Services)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Engineers (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering services (air-related compliance services) for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, <u>Scope of Services</u> of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2013 attached hereto as Exhibit A.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventeen Thousand Seven Hundred Eighteen and Sixty Cents (\$17,718.60) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Ninety-Five Thousand Eight Hundred Sixty-Seven Dollars and Fifty-One Cents (\$95,867.51), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT		
ORIGINAL CONTRACT	\$55,749.26		
AMENDMENT NO. 1	\$6,859.43		
AMENDMENT NO. 2	\$15,540.22		
AMENDMENT NO. 3	\$17,718.60		
CONTRACT TO DATE	\$95,867.51		

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered no more than once each month. Compensation shall be paid only for services actually performed.

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 January 24, 2014, 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 the Contractor and approved by the Joint Powers Board.

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 Agreement No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY: Peter Ives Date Vice Chairperson ATTEST: Yolanda Y. Vigil Santa Fe City Clerk SCS FIELD SERVICES: Kevin D. Yard, P.E., BCEE Date Vice President APPROVED TO FORM: Justin W. Miller Date Agency Attorney

EXHIBIT A

SCS Engineers

Scope of Work and Fee

for

2013 Air Related Compliance Services

SCS ENGINEERS

December 27, 2012 SCS Proposal No. 160210212

Mr. Randy Watkins Santa Fe Solid Waste Management Agency 149 Wildlife Way Santa Fe, New Mexico 87506

Re: Proposed Scope and Fee for 2013 Air-Related Compliance Services
Annual Contract Renewal
Santa Fe Solid Waste Management Agency
At the Caja del Rio Landfill, Santa Fe, New Mexico

Dear Mr. Watkins:

SCS Engineers is pleased to present this proposed scope, schedule, fee, and fee schedule for the renewal of our existing contract (Item # 10-0131) that was originally executed on February 17, 2010. To allow the contract term to coincide with the current calendar year, our proposal contains an extension of our services through December 31, 2013.

These proposal documents have been prepared based on communications with your office. We have organized the documents as follows for insertion into your standard contract form:

Exhibit A – Scope and Schedule;

o\SFSWMA\160210212 2013 Air Services\L122712 Scope Transmittal.d

Exhibit B – Rates and Not-to-Exceed Fees; and

Exhibit C - Fee Schedule.

Table 1 presents a summary of the original tasks authorized in 2010 and renewed for 2011 and 2012, and the budget available as of October 1, 2012. Any remaining budget in Tasks 3, 5, and 6 will be credited towards the scope of work included in this proposal for 2012 services.

Table 1 - Tasks and Remaining Budget

Task#	Task Name	Current Budget	Remaining Budget (as of 10/1/12)
1	SSM Plan	\$3,030.28	Task Completed
2	Source Testing	\$20,592.05	Task Completed
3	NSPS, SSM, and Title V Reporting	\$26,994.43	\$0.01
4	2009 Emissions Inventory	\$1,940.14	Task Completed
5	GHG Reporting	\$13,559.53	\$102.14
6	Additional Services	\$7,422.55	\$1,929.25
7	2010 Emissions Inventory	\$1,859.94	Task Completed
8	2011 Emissions Inventory	\$2,750.00	Task Completed
TOTAL		\$78,148.92	\$2,031.40

Mr. Randy Watkins December 27, 2012 Page 2

Table 2 presents the tasks where additional fees are being requested for 2013. As shown in this table, Tasks 1, 2, 4, 7, and 8 were completed in calendar years 2010, 2011, and 2012 and are not being extended into 2013. Work in Tasks 3, 5, and 6 have services that will be continued into 2013, while a new Task 9 is being added for the State of New Mexico Emissions Inventory Requirements for calendar year 2012. As can be seen by Table 2 below, with the fees requested for 2013 and the remaining balance from 2012, an additional budget of \$17,718.60 is being requested with this proposal.

Table 2 – Proposed 2013 Tasks and Budget

Task#	Task Name	Proposed 2013 Fee
1	SSM Plan	\$ 0
2	Source Testing	\$0
3	NSPS, SSM, and Title V Reporting	\$9,000.00
4	2009 Emissions Inventory	\$0
5	GHG Reporting	\$5,000.00
6	Additional Services	\$3,000.00
7	2010 Emissions Inventory	\$0
8	2011 Emissions Inventory	\$0
9	2012 Emissions Inventory	\$2,750.00
PROPOSED FE		\$19,750.00
LESS BUDGET	REMAINING FROM 2012	<\$2,031.40>
NEW BUDGET	AUTHORIZATION REQUEST FOR 2013	\$17,718.60

We look forward to continuing to provide professional services to SFSWMA. Please do not hesitate to contact us with any questions or if you need additional information.

Sincerely,

David J. Mezzacappa, P.E.

Vice President

SCS ENGINEERS

Kevin D. Yard, P.E., BCEE Vice President/Office Director

SCS ENGINEERS

Attachments

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EXHIBIT A SCOPE AND SCHEDULE

EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK CONTRACT RENEWAL 2013 AIR COMPLIANCE SERVICES AT THE CAJA DEL RIO LANDFILL

Project and Brief Landfill Description

The Caja del Rio Landfill (Landfill), owned and operated by the Santa Fe Solid Waste Management Agency (SFSWMA), was opened in 1997 and occupies an area of approximately 430 acres. The Landfill contains a leachate evaporation pond, effluent storage pond, and approximately 78 acres permitted through the New Mexico Environment Department, Solid Waste Bureau for disposal of solid waste. SFSWMA also owns approximately 200 acres of land adjoining and to the west of the permitted Landfill.

This scope of services is to provide SFSWMA with air-related compliance services as set forth in the following scope of services. These air-related services encompass Clean Air Act services including semi-annual reporting requirements and emissions reporting at both the State and Federal levels.

In this proposal, SCS proposes to divide the work for this project in 2013 into four tasks as follows (please note that Tasks 1, 2, 4, 7, and 8 were completed in 2010 through 2012):

- Task 3 NSPS, SSM, and Title V Reporting;
- Task 5 GHG Reporting;
- · Task 6 Additional Services; and
- Task 9 2013 New Mexico Emissions Inventory Reporting (Calendar Year 2012).

A detailed scope of work for each task is provided below.

Scope of Work

Task 3: NSPS, SSM, and Title V Reporting

Task 3 includes services in calendar year 2013 related to required NSPS, SSM, and Title V reporting. This includes one reporting event in April 2013 and one in October 2013.

The Title V reports certify that the Landfill is in compliance with all air-related requirements. Title V reporting requires reporting of compliance deviations semi-annually (if any deviations occurred) and certification of overall compliance with all air-related requirements annually. For this Task, SCS will prepare the Title V reports. For budgeting purposes, it has been assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports.

The rule requiring the SSM Plan, requires that semi-annual report filings be submitted detailing many aspects of the GCCS' operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare. NSPS reporting is more involved and requires documentation of the following per 40 CFR

SCS ENGINEERS

§60.757(f): all collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions conducted during the reporting period, a summary of gas system downtime in excess of five days, and any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and the GCCS operator (currently SCS O&M). SCS will then use this information to prepare the NSPS and SSM report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will transmit these reports to SFSWMA for NMED submittal or submit them on SFSWMA's behalf. To simplify reporting, SCS will combine these reports into one submittal to NMED.

Deliverables: Up to 2 draft copies of each draft NSPS, SSM, and Title V Report for SFSWMA review; up to 6 final copies for SFSWMA's records. All deliverables will also be provided electronically in MS-Word or PDF.

Task 5: Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2012 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2013. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from the State of New Mexico emissions reporting requirements, which are covered in Task 9.

The first step in the GHG calculation process will be to collect all required data from calendar year 2012 including waste intake values, and for the GCCS, landfill gas flows and methane content. This information gathering will be similar to the normal emissions inventory process, but will be much more detailed and documented for SFSWMA's files. SCS will collect this data from SFSWMA and the GCCS operator to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for the SFSWMA's files prior to entering the information into the EPA-required reporting format. Upon entering the required information into the online reporting system, SCS will work with the Landfill's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum for your files including backup calculation spreadsheets and pertinent assumptions.

Deliverables: Electronic copies will be provided of all GHG emissions calculations for SFSWMA files along with printouts of EPA reporting forms. All deliverables prepared in MS-Word or Excel will also be provided electronically via PDF.

SCS ENGINEERS

Task 6: Additional Services Task

Since other related engineering services may also be needed during calendar year 2013, an Additional Services Task is included here. This task, which would only be authorized on an asneeded basis by SFSWMA, could be used for general support items that might arise during the period of service for this work.

Related services could range from general assistance with revisions that might be needed to reporting or plans during the year to coordination between SFSWMA and the GCCS' operator.

Deliverables: Varying depending on SFSWMA needs throughout the year.

Task 9: New Mexico Emissions Inventory (CY 2012)

For Task 9, SCS will prepare the calendar year 2012 emissions inventory for the Landfill. This inventory, which will be filed online, is scheduled to be due by April 1, 2013. In preparation for this task, SCS will prepare a list of needed information. This list will include everything SCS needs to calculate 2012 emissions, such as 2012 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with NMED, GHG calculations performed as part of Task 5 will be reported to NMED if they require them, since NMED accepts the EPA-mandated calculations for these values.

To report these emissions, SCS will utilize the online format required by NMED; referred to as the NMED Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, SFSWMA will check and finalize the submittal to NMED. A copy of the emission spreadsheets will be provided to SFSWMA and NMED, as was done in the previous year. SFSWMA will also be provided with an Electronic Signature Agreement form to sign and send to NMED if needed to certify the emissions entered into the AIER.

This task will also include any assistance with fee forms sent to SFSWMA from NMED. These forms typically require that emissions totals be listed from which fees are determined. SFSWMA typically sends these forms to SCS upon receipt from NMED, and SCS completes them with the calculated emissions totals for SFSWMA's remittance to NMED. Please note that the fees themselves are not included in this proposal.

Deliverables: MS-Excel or PDF file of the electronic copies of the emissions calculations.

Schedule

The final page of this exhibit contains a project schedule with pertinent milestones. This schedule is discussed here. Although the tasks in this proposal are interrelated, since most of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

SCS ENGINEERS

Task 3, annual NSPS, SSM, and Title V Reporting, is shown as being completed around the previously set reporting dates of April 30th and October 30st.

Task 5, Federal Greenhouse Gas (GHG) Emissions Reporting Services, shows the work beginning in January 2013. Data will be collected, processed, and emissions calculation prepared. In March 2013, the emissions results will be entered into e-GGRT for final reporting to EPA.

Work related to Task 6, Additional Services Task, is shown throughout the project period. Since the need for these services may vary and may be needed at various times, these services would more likely be utilized toward the end of the project period as new needs arise.

Task 9, Emissions Inventory Reporting, is shown as being completed in February and March for submittal by April 1, 2013, which is the current deadline for this reporting that has been set by NMED.

EXHIBIT A - PROJECT SCHEDULE 2013 AIR COMPLIANCE SERVICES FOR THE CAJA DEL RIO LANDFILL

Task	Date	
	2013	हीं चि
	J F M A M J J A S O N D	
1 - Preparation of a Startup, Shutdown, and Malfunction (SSM) Plan	COMPLETE	
2 - Enclosed Flare Source Testing	COMPLETE	
3 - Annual NSPS, SSM, and title V Reporting	Annual NSPS/ SSM Semi-Annual Report by SSM Report <= April 30, 2013 <= October	by
4 - New Mexico Emissions Inventory Reporting (Calendar Year 2009)	COMPLETE	
5 - Federal Greenhouse Gas (GHG) Emissions Reporting Services	<= Report GHG Emissions through e-GGRT by March 31, 2013	
6 - Additional Services Task		Perform additional services tasks as needed throughout the project period.
7 - New Mexico Emissions Inventory Reporting (Calendar Year 2010)	COMPLETE	
8 - New Mexico Emissions Inventory Reporting (Calendar Year 2011)	COMPLETE	
9 - New Mexico Emissions Inventory Reporting (Calendar Year 2012)	<= Complete Emissions Inventory in March for April 1, 2013 submittal	

EXHIBIT B RATES AND NOT-TO-EXCEED FEE

Exhibit B. Rates and Not-to-Exceed Costs 2013 Air compliance Services Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

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Project Director	165	hours	12	\$1,980.00
Project Manager II	150	hours	6	\$900.00
Project Professional	115	hours		\$0.00
CAD Designer	102	hours	4	\$408.00
Staff Profesisonal 2	95	hours	50	\$4,750.00
Secretarial/Clerical	55	hours	8	\$440.00
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Expenses (Mileage)	0.50	miles		\$0.00
Expenses (Car Rental/Gas)				\$0.00
Expenses (Telephone/Fax/Postage)	50.00	lump sum	11	\$50.00
Expenses (Reproduction)	129.00	lump sum	1	\$129.00
Expenses (Hourly Computer Fee)	3.50	per hour	80	\$280.00
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Project Professional	115	hours		\$0.00
CAD Designer	102	hours		\$0.00
Staff Professional 2	95	hours	26	\$2,470.00
Secretarial/Clerical	55	hours	4	\$220.00
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Expenses (Mileage)	0.50	miles		\$0.00
Expenses (Car Rental/Gas)				\$0.00
Expenses (Telephone/Fax/Postage)	50.00	lump sum	1	\$50.00
Expenses (Reproduction)	57.86	lump sum	1	\$57.86
Expenses (Hourly Computer Fee)	3.50	per hour	42	\$147.00
Expenses (Miscellaneous/Airfare)	0			\$0.00
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Exhibit B. Rates and Not-to-Exceed Costs 2013 Air compliance Services Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

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Expenses (Reproduction)	50	lump sum	1	\$50.0
Expenses (Hourly Computer Fee)	3.50	per hour	6	\$21.0
Expenses (Miscellaneous)	0			\$0.0
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Task 9 : New Mexico Emissions Inventor	y Regording (Calendar	Year 2013) # 15-45		
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Project Director	165	hours	4.5	\$742.50
Project Manager II	150	hours		\$0.00
Project Professional	115	hours		\$0.00
CAD Designer	102	hours		\$0.00
Staff Professional 2	95	hours	18	\$1,710.00
Secretarial/Clerical	55	hours	2	\$110.00
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Expenses (Mileage)	0.50	miles		\$0.00
Expenses (Car Rental/Gas)	0			\$0.00
Expenses (Telephone/Fax/Postage)	51.75	lump sum	1	\$51.75
Expenses (Reproduction)	50.00	lump sum	1	\$50.00
Expenses (Hourly Computer Fee)	3.50	per hour	24.5	\$85.75
Expenses (Miscellaneous/Airfare)	0			\$0.00
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NEW BUD	GET AUTHORIZATION REQU	EST FOR 2013 \$17.7/18/60

EXHIBIT C FEE SCHEDULE

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE

(Effective April 1, 2012 through March 31, 2013)

	Rate/Hour (\$)
Office Director	190
Satellite Office Manager	175
Project Director (Engineer)	165
Project Manager II (Engineer)	150
Project Manager I (Geologist)	145
Senior Project Professional	130
Project Professional (Engineer)	115
Project Professional (Geologist)	90
CQA Manager	115
Staff Professional 2 (Engineer)	95
Staff Professional 1 (Geologist)	80
CAD Designer	102
Associate Staff Professional	65
CAD Draftsperson	65
Office Service Manager	80
Secretarial/Clerical	55
Sr. Technician	80
Technician	70

- 1. The hourly rates are effective through March 31, 2013. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2012. Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
- 2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, long distance telephone, computers, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.50 per mile for autos and \$0.60 per mile for company trucks. Daily rates apply on long-term projects.
- 3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
- 4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
- 5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.
- 6. Computer and CADD time will be invoiced at \$3.50 per billable hour (non field work).

ATTACHMENT

Professional Services Agreement - Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 2 PROFESSIONAL SERVICES AGREEMENT (Engineering Services)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Engineers (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering services (air-related compliance services) for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, <u>Scope of Services</u> of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2012 attached hereto as Exhibit A.

2. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Fifteen Thousand Five Hundred Forty Dollars and Twenty-Two Cents (\$15,540.22) so that Article 3 reads in its entirety as follows:

Page 1 of 4

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Seventy-Eight Thousand One Hundred Forty-Eight Dollars and Ninety-One Cents (\$78,148.91), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$55,749.26
AMENDMENT NO. 1	\$6,859.43
AMENDMENT NO. 2	\$15,540.22
CONTRACT TO DATE	\$78,148.91

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

3. <u>TERM AND EFFECTIVE DATE</u>

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on January 26, 2013, unless 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 the Contractor and approved by the Joint Powers Board.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemary Romero Chairperson Date:

ATTEST:

Yolanda Y. Vigil

SCS ENGINEERS:

Kevin D. Yard, P.E., BCEE

Vice President

Date:

127/12

Page 3 of 4

APPROVED AS TO FORM:

Justin W. Miller

Agency Attorney

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Page 4 of 4

ATTACHMENT

Professional Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 1 PROFESSIONAL SERVICES AGREEMENT (Engineering Services)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Engineers (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering services (air-related compliance services) for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2011 attached hereto as Exhibit A.

2. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Six Thousand Eight Hundred Fifty-Nine Dollars and Forty-Three Cents (\$6,859.43) so that Article 3 reads in its entirety as follows:

Page 1 of 3

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Sixty-Two Thousand Six Hundred Eight Dollars and Sixty-Nine Cents (\$62,608.69), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$55,749.26
AMENDMENT NO. 1	\$ 6,859.43
CONTRACT TO DATE	\$62,608.69

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on February 17, 2012, unless 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 the Contractor and approved by the Joint Powers Board.

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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

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 $\frac{2-17-11}{\text{Date:}}$

Chairperson

ATTEST:

Santa Fe City Cler

SCS ENGINEERS:

Kevin D. Yard, P.E., BCEE

Vice President

2(22(11

Date:

APPROVED AS TO FORM:

Nancy R. Long

Agency Attorney

Date:

Page 3 of 3

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Engineers, Bedford, TX ("the Contractor") for ENGINEERING SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL (RFP #10/15/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 professional services subject to this Agreement are set forth in the Scope of Work 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. <u>COMPENSATION</u>

A. The Agency shall pay to Contractor a sum not to exceed Fifty-Five Thousand Seven Hundred Forty-Nine Dollars and Twenty-Six Cents (\$55,749.26) including applicable New Mexico gross receipts tax, broken down as follows:

Fee for Professional Services	 	\$54,731.00
New Mexico Gross Receipts Tax.	 	\$1,018.26
Total		

- B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.
- 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.

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 February 17, 2011, 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 the Contractor and approved by the Joint Powers Board.

6. TERMINATION

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.
- 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. <u>ASSIGNMENT; SUBCONTRACTING</u>

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 comprehensive general liability insurance of \$1,050,000 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 also obtain 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,050,000 per occurrence.

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 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.

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. <u>THIRD PARTY BENEFICIARIES</u>

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

ATTEST:

Yolanda Y. Vigil 102

APPROVED TO FORM:

Mark T. Baker Agency Attorney NM Taxation & Revenue CRS No. 02-483917-00-5

City of Santa Fe Business Registration No. <u>09-04412</u> 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. Kevin D. Yard, P.E.

Vice President SCS Engineers 1901 Central Drive Bedford, TX 76021

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

AGENCY:

Rosemary Romero

Chairperson

DATE: 2-12-10

CONTRACTOR:

Jud

2/22/10

Kevin D. Yard SCS Engineers

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director (RLK)

Date:

January 11, 2013

Subject:

Request for Approval of Amendment No. 3 to Professional Services Agreement with Planit Computer Services of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer

Station in the Amount of \$37,780.00.

BACKGROUND & SUMMARY:

On February 16, 2012, the Board approved a Professional Services Agreement (Agreement) to Planit Computer Services of Albuquerque, NM, for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$21,400.00 (RFP No. '12/13/P).

The scope of work in the Agreement includes the following:

- Networking maintenance for Agency's computers, network print servers and printers, time clocks, routers, VPN routers and wireless access points at two sites and five buildings;
- Software maintenance includes license monitoring, installations, upgrades for general productivity software, antivirus, Time Force time clock software, Televantage phone system, and Performance Now software; and
- User support service (onsite, phone and remote access).

In addition to the normal and customary support, Planit Computer performed additional work to include: configured new workstations and softwares, installed a new backup system, upgraded the WasteWorks scale ticketing program to accept credit/debit card payments, and set up a computer and phone for the new HHW collection facility.

On September 27, 2012, the Agency issued Amendment No. 1 to increase the Agreement in the amount of \$2,000.00 for a total not-to-exceed amount of \$23,400.00.

On October 18, 2012, Amendment No. 2 was issued to increase the Agreement in the amount of \$14,000.00 for a total not-to-exceed amount of \$37,400.00. The Amendment was needed to cover support services through the duration of the first year of the Agreement, February 2013.

Amendment No. 3 is needed for computer support services for Calendar Year 2013.

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Support includes the following:

- Routine services weekly network maintenance and response to problems at the scheduled time of services;
- Emergency services unplanned response to problems that require immediate attention;
- Special projects any project that becomes necessary or desired for which planning was not initially conducted.

The amendment will allow for an increase of the Agreement in the amount of \$37,780.00 for a total not-to-exceed amount of \$75,180.00. The amendment will also extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available in line item 52501.510300 - Professional Contracts.

ACTION REQUESTED:

The Agency is requesting the Board approve Amendment No. 3 to the Professional Services Agreement with Planit Computer Services of Albuquerque, NM, for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$37,780.00.

- Attachments: 1) Professional Services Agreement Amendment No. 3
 - 2) Professional Services Agreement Amendment No. 2
 - 3) Professional Services Agreement Amendment No. 1
 - 4) Professional Services Agreement

ATTACHMENT

Professional Services Agreement – Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 3 PROFESSIONAL SERVICES AGREEMENT (Computer Support Services - 2012)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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

1. SCOPE OF SERVICES

Article 1, <u>Scope of Services</u> of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2013 attached hereto as Exhibit A.

2. <u>COMPENSATION</u>

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty-Seven Thousand Seven Hundred Eighty Dollars and No Cents (\$37,780.00) so that Article 3 reads in its entirety as follows:

Page 1 of 4

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Seventy-Five Thousand One Hundred Eighty Dollars and No Cents (\$75,180.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
AMENDMENT NO. 3	\$37,780.00
CONTRACT TO DATE	\$75,180.00

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

3. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 January 24, 2014, 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 the Contractor and approved by the Joint Powers Board.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:		
Peter Ives Vice Chair	Date:	
ATTEST:		
Yolanda Y. Vigil Santa Fe City Clerk		
PLANIT COMPUTER SERVICES:		
David Barnes Owner	Date:	

Page 3 of 4

APPROVED AS TO FORM:		
Justin W. Miller Agency Attorney	Date:	

EXHIBIT A

Planit

Scope of Work and Fee

for

2013 Computer Support Services



Cost proposal for Santa Fe Solid Waste Management. Costing will be broken into three categories, routine services, emergency services and special projects. Routine service covers weekly network maintenance and response to problems at the scheduled time of services. Emergency service covers unplanned response to problems that require immediate attention. Special projects describe any project that becomes necessary or desired but was not initially planned for. Some examples of projects being considered are replacing network wiring to comply with Gigabyte speed standards, replacing the existing phone system and the possibility of installing cameras in house.

Routine Services:

\$20,280.00

Emergency Services:

\$5,000.00

Special Projects:

\$12,500.00

Total:

\$37,780.00

David Barnes

Planit Computer Services

1829 Hiawatha Ct NE • Albuquerque, NM 87112 • 505-275-6858 (p) 505-275-8302 (f)

ATTACHMENT

Professional Services Agreement – Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 2 PROFESSIONAL SERVICES AGREEMENT (Computer Support Services - 2012)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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

1. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Fourteen Thousand Dollars and No Cents (\$14,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Thirty-Seven Thousand Four Hundred Dollars and No Cents (\$37,400.00), including applicable gross receipts taxes.

Page 1 of 3

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
CONTRACT TO DATE	\$37,400.00

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY: Chair ATTEST: Valerie Espinosa Santa Fe County Clerk

PLANIT COMPUTER SERVICES:

David Barnes

10/24/12 Date:

Owner

APPROVED AS TO FORM:

Justin W. Miller Agency Attorney

Page 3 of 3

ATTACHMENT

Professional Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 1 PROFESSIONAL SERVICES AGREEMENT (Computer Support Services - 2012)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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

1. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Two Thousand Dollars and No Cents (\$2,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00), including applicable gross receipts taxes.

Page 1 of 3

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
CONTRACT TO DATE	\$23,400.00

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed.

Invoices/statements shall be rendered not more than once each month.

Compensation shall be paid only for services actually performed.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Randall Kippenbrock, P.E. Executive Director

<u> 9/27/ル</u>

PLANIT COMPUTER SERVICES:

David Barnes Owner 7/27/

APPROVED AS TO FORM:

Justin W. Miller Agency Attorney

Date:

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT (Computer Support Services - 2012)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Planit Computer Services (the "Contractor") for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/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 professional services subject to this Agreement are set forth in the Scope of Work 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 Twenty One Thousand Four Hundred Dollars and No Cents (\$21,400.00).
- 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 shall be itemized.

4. <u>APPROPRIATIONS</u>

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 February 23, 2013, 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

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.
- 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. <u>CONFLICT OF INTEREST</u>

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.

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.

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. <u>NOTICES</u>

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. David Barnes

Owner

Planit Computer Services 1829 Hiawatha Ct. NE Albuquerque, NM 87112 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY: Rosemary Romero Chairperson ATTEST: PLANIT COMPUTER SERVICES: David Barnes Owner APPROVED AS TO FORM: Justin W. Miller Agency Attorney

EXHIBIT A

Planit Computer Services

Scope of Work

RFP No. '12/13/P

SFSWMA

RFP Number '12/13/P

Computer Support Services
for
Caja Del Rio Landfill
and
Buckman Road Recycling and Transfer Station



Planit Computer Services



January 26, 2012

In reference to RFP No. *12/13/P

To whom it may concern,

Planit Computer Services has been serving Albuquerque, Santa Fe and the surrounding areas for eleven years. With a focus on small to medium business; accounts are diverse, ranging from professional to industrial with networks ranging from single user environments to server based LANs with numerous workstations. We also support WAN configurations from simple DSL connections to linking multiple physical networks together through wireless bridges and point to point configurations. One of these accounts is SESWMA.

Over the last decade our businesses have grown side by side. A rapport has been long established and a familiarity with all of the employee's abilities and temperaments allows effective communication and instruction. Thorough knowledge of the network enables a fast and efficient resolution to the common problems that arise.

David Barnes is the point of contact for Planit Computer Services and can be reached at 505-275-6858 or by email at david@planitnm.com.

It has been a delight and a privilege to serve the agency over the years and I appreciate your consideration in allowing this relationship to continue its growth.

Thank you,

David Barnes

Owner

Planit Computer Services

1829 Hiawatha Ct NE · Albuquerque, NM 87112 · 505-275-6858 (p) 505-275-8302 (f)



Sub-Consultants

Planit has no sub-contracts.

Planit is reachable by phone 24 hours a day and seven days a week. Calls will be answered or messages returned even when out of town and remote access is also utilized when necessary. Almost any problem can be resolved in this manner. However, we acknowledge that circumstances can occur where it is physically impossible to respond to a service call. For this reason we have an agreement with Davlaur Information Systems for response in these unlikely emergency situations.

Davlaur is utilized only in emergency situations where it is impossible for Planit to respond.

Davlaur Information Systems

8100 Wyoming Blvd NE Suite M4, PMB 284 Albuquerque, NM 87113

505-362-2601

Davlaur is experienced with all versions of Windows Server and all versions of Windows for the PC. They are adept at Network maintenance and problem solving. They have experience with a wide range of office software and peripherals.



Approach

General Maintenance:

Maintenance of the network, systems, software and peripherals is performed as a standard while at a client's site. While working on any system, error logs are checked and system cleanup is performed. Software is reviewed for license issues, for unauthorized installation and for potentially unwanted programs. If applicable, toolbars are removed, active X components are removed and unnecessary start-up programs are removed. System and network performance is considered and, if degraded, the problem is located and fixed. This preventative maintenance can preserve overall system performance but it can also prevent a catastrophic failure if early indicators are available and caught. Ideally, this is done on a scheduled basis, but this service is always performed with any work performed on a server or workstation.

Support:

In the event of a problem or failure, calls are handled in the order that produces the fastest results at the lowest price. While failures and severe problems do occur, the majority of calls are comprised of glitches or minor problems that are easily and quickly resolved. Most users, no matter how basic their skills are capable of dealing with these problems with proper instruction. Because of this, phone support is typically the first step in solving a problem followed by either remote access or a service call.

Phone Support

When a call is received, questions are asked to ascertain the most probable cause of the issue. Through this communication the technician collects information to diagnose the problem and develop possible solutions. If a simple fix is likely, the user (based on their ability) is guided through steps to resolve the problem. These steps are often as simple as checking a plug or restarting a piece of equipment. Problems are frequently resolved within 30 minutes over the phone. These short sessions are regarded as a customer service and are complimentary.



Remote Access

Sometimes a user is not comfortable with phone support and sometimes phone support is not a viable option. However, the problem may still be one that is quickly and easily resolved. In these circumstances the technician may opt for remote access to perform services. There are three options available in remote service, when starting with a company these options are discussed and the preferred method is setup on the workstations and servers. RDP is the preferred method of remote access, but other options include another permanent service like LogMeIn or a one-time service like ShowMyPC.

RDP - Native to windows and only requires porting be set up on the router and the workstation. However, it does require Windows Professional. Once configured, a technician can access the system(s) at any time and from any location, as long as the computer is powered on.

LogMeIn - This or a similar service can be utilized even on computers running home editions of Windows. With these services a client is installed on each workstation and the technician can access the computer at any time. Also, if desired, the client can also be disabled to restrict outside access to the computer. There is, however, a small annual fee for each station utilizing this service.

ShowMyPC - A per incident solution. Services like ShowMyPC allow the technician access to the machine for a single occurrence. The user downloads a small temporary client which generates a password for that instance. Once the session is over the password is nullified and the client is deleted. This type of service is used when privacy is a concern. The user can monitor the technicians work, take control or terminate the session. Once service is completed the system is no longer shared. This solution may be used, even with other remote access solutions, if the technician needs to see something the user is doing to resolve a problem.

It is common for a problem to be resolved in 15 minutes or less and these quick fixes are free of charge. Because there is no travel time involved, there is less down time in addition to the cost benefit. In the event a problem cannot be resolved in 15 minutes, standard hourly fees will apply. If the problem cannot be fixed remotely a service call will be scheduled.



Service Calls

Hardware failure, internet service interruption and problems unable to be resolved remotely will require a service call. Non emergency calls will be scheduled for service within the week, typically within two days. Emergency calls will be handled same day or next day, depending on severity and time of day. Catastrophic emergencies that cripple a network will warrant response within 4 hours. Less severe emergencies, losing a single workstation for example, will be scheduled for next day service. Hardware failure may require parts to be ordered and may result in delays. The need to replace specialized equipment may place service times at the mercy of the supplying company and the shipping service. In this event, every effort will be made to expedite a resolution but timeframe will be out of anyone's control.



Qualifications

David Barnes is the sole proprietor of Planit Computer Services. While working in the industry, he found many of the practices and attitudes in the IT field to be flawed from a customer's perspective. So, in 2001 he started Planit with the goal of providing reliable and affordable service to clients and to strive for an approachable easy to understand interaction with people.

He has experience with all versions of Windows Server (NT, 2000, 2003, and 2008) and all versions of Windows (95, 98, Me, 2000, XP, Vista and 7). He also has experience with Cisco, Adtran and Juniper networking equipment, including routers, switches and VPN routers and bridges. Experience with peripheral equipment includes printers and print servers, time clocks, VoIP phones, wireless access points, smart phones, and digiport converters. Software he has worked with includes WasteWorks (waste disposal software), TimeForce (time clock software), Televantage (server based phone system), a variety of antivirus software (including Symantec, McAfee, Trend Micro and Eset), several of the Adobe and Microsoft productivity titles and Performance Now (employee evaluation software). He is adept at troubleshooting network and component problems and is familiar with a variety of common communication interfaces in today's market including T1 (internet and point to point), Cable, DSL, and wireless internet.



Similar Accounts/Projects

Caja Del Rio/SFSWMA

Since 2001 Planit has helped the agency grow from a handful of individual computers with dial up connections to the network they are currently utilizing and from an office with two unattached buildings to a consolidated network connecting all five structures of the organization. As such, Planit has intrinsic knowledge of the network, the attached devices and the software being used. This familiarity includes many of the common idiosyncrasies in the network, which makes most problems easy to identify and quick to fix. Responsibilities include hardware and software maintenance, server and workstation maintenance and LAN maintenance.

High Country Macula

High Country Macula started as a single doctor's office in Santa Fe and grew to include a second office in Albuquerque. These offices were connected through VPN routers. Duties included hardware and software maintenance, server and workstation maintenance and LAN maintenance.

MPB - Medical Practice Billing

MPB is a medical billing company. They require remote access to servers in all of the doctors' offices they service. Duties include hardware and software installation and maintenance, antivirus maintenance, and configuring and maintaining remote connections to servers.

Other Clients

Responsibilities include:

Software maintenance, upgrades, installation and licensing

Hardware setup, including servers, workstations, routers, print servers, printers and peripherals

Antivirus monitoring

LAN maintenance and upgrades

Backup and recovery

Troubleshooting and repair of network components

Troubleshooting and repair of servers and workstations



Fee Schedule

On-Site Service

The hourly rate for on-site service is \$65.00 for scheduled service Monday through Friday and is \$100.00 for emergency calls requiring same or next day response, weekends or standard Federal holidays. Travel time is chargeable and billed time begins from departure to the agency to arrival from the agency.

Remote Service

If applicable, the hourly rate for remote service is \$65.00 with no increase for emergency, weekend or holiday. There is no charge for incidents that can be resolved in 15 minutes or less. These quick fixes are considered to be a customer service.

Phone Support

If applicable, the hourly rate for phone support is \$65.00. There is typically no charge for phone support. Most incidents can be resolved within minutes and can often prevent bigger problems that may occur when a user tries to resolve an issue unassisted. Because of this, we welcome customer's calling with questions. Again, this is considered to be a customer service. Calls over 30 minutes may be billed.

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 11, 2013

Subject:

Request for Approval of Amendment No. 2 to Extend the Professional Service

Agreement with Long, Pound & Komer, P.A. of Santa Fe, NM, for Legal

Services.

BACKGROUND AND SUMMARY:

On January 20, 2011, the Board approved the Professional Services Agreement (Agreement) with Long, Pound & Komer, P.A. of Santa Fe, NM, in the amount of \$35,000.00 to provide legal services (RFP No. '11/06/P).

On January 26, 2012, the Board approved Amendment No. 1 to increase the Agreement with Long, Pound & Komer in the amount of \$35,000.00 for a total not-to-exceed amount of \$70,000.00 for legal services. The amendment also extended the Agreement to January 26, 2013.

Amendment No. 2 will allow for an increase in hourly billing rates for Long, Pound & Komer associates but will maintain the same compensation in the total not-to-exceed amount of \$70,000.00. The amendment will also extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Funding is available in line item 52501.510200 - Legal Services.

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 2 to the Agreement with Long, Pound, & Komer, P.A. for legal services.

Attachments:

Professional Services Agreement - Amendment No. 2

Professional Services Agreement - Amendment No. 1

Professional Services Agreement

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ATTACHMENT

Professional Services Agreement - Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 2 PROFESSIONAL SERVICES AGREEMENT (Legal Services)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 27, 2011 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, <u>Amendment</u> of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. **COMPENSATION**

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the hourly billing rates for Associates, so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered a sum of SEVENTY THOUSAND AND NO CENTS (\$70,000.00), inclusive of gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$35,000.00
AMENDMENT NO. 1	\$35,000.00
AMENDMENT NO. 2	\$0.00
CONTRACT TO DATE	\$70,000.00

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

Partners and of counsel, including:

Nancy R. Long.....\$160.00

Mark E. Komer.....\$160.00

John B. Pound......\$160.00

Associates, including:

Justin W. Miller.....\$150.00

Little V. West.....\$150.00

Paralegals, including:

Vicki R. Marco..... \$ 75.00

- C. 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.
- D. 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.

E. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on January 24, 2014, unless 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 the 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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:	
Peter Ives Vice-Chairperson	Date:
ATTEST:	
Yolanda Y. Vigil Santa Fe City Clerk	
LONG, POUND & KOMER, P.A.:	
Mark E. Komer	Date:
APPROVED AS TO FORM:	
Jenny F. Kaufman Rubin Katz Law Firm	Date:

ATTACHMENT

Professional Services Agreement - Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 1 PROFESSIONAL SERVICES AGREEMENT (Legal Services)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 27, 2011 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, <u>Amendment</u> of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, <u>Compensation</u> of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty-Five Thousand Dollars and No Cents (\$35,000.00), so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered a sum of SEVENTY THOUSAND AND NO CENTS (\$70,000.00), inclusive of gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$35,000.00
AMENDMENT NO. 1	\$35,000.00
CONTRACT TO DATE	\$70,000.00

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

Partners and of counsel, including:

Nancy R. Long.....\$160.00

Mark E. Komer.....\$160.00

John B. Pound......\$160.00

Associates, including:

Justin W. Miller.....\$140.00

Little V. West.....\$140.00

Jennifer Attrep.....\$140.00

Paralegals, including:

Vicki R. Marco.....\$ 75.00

- C. 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.
- D. 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.

E. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on January 26, 2013, unless 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 the 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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemary Romero

Chairperson

ATTEST:

LONG, POUND & KOMER, P.A.:

APPROVED AS TO FORM:

MacGillivray, P.A.

Page 4 of 4

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(Legal Services - 2011)

THIS AGREEMENT is made and entered into by and between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound, & Komer, P.A. (the "Contractor") for legal services as described below. The date of this Agreement shall be the date when it is executed by the Agency.

SCOPE OF SERVICES

The Contractor shall provide the following services for the Agency:

- A. The Contractor shall provide legal services to the Santa Fe Solid Waste Management Agency. These services will cover, but are not limited to, the following general issues and areas: review contracts and agreements; organizational powers and duties; employment and personnel issues; organized labor negotiations; liability issues; public policy review; representation of the Agency before all federal and state courts and governmental agencies.
- B. Contractor shall upon request attend Solid Waste Joint Powers Board meetings and when appropriate the BCC and City Council meetings.
- C. Contractor shall provide litigation representation that is not covered by insurance.
 - D. Contractor has experience in the following relevant areas:
 - Government Contracts
 - Union Contract

- Injury and Tort Law
- Labor and Employment Law
- Environmental Law
- Construction Law
- Corporate Law
- Property Law & Real Estate Law

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

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

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

Nancy R. Long	\$160.00
Mark E. Komer	\$160.00
John B. Pound	\$160.00
Mark T Baker	\$160.00

- C. 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.
- D. 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.
- E. Detailed statements containing reimbursement expenses shall be itemized.

4. <u>APPROPRIATIONS</u>

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Agency, this Agreement shall terminate upon written notice being given by the Agency to the Contractor. 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

This Agreement shall be effective when signed by the Agency and terminate on January 20, 2012, unless terminated sooner pursuant to Article 6 below. This contract can be extended for three (3) additional years.

6. TERMINATION

- A. This Agreement may be terminated by the Agency upon 10 days written notice to the Contractor. In the event of such termination:
- B. The 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 under this Agreement.
- C. If compensation is not based upon hourly rates for services rendered, the Agency shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.
- D. If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

- A. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefit afforded to employees of the Agency as a result of this Agreement.
- B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the 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. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency, with limits of coverage in the aggregate maximum amount which the Agency could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. The Contractor shall furnish 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 prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence of its compliance with such requirement.

13. INDEMNIFICATION

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

14. THIRD PARTY BENEFICIARIES

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

15. RECORDS AND AUDIT

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

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

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

19. <u>NON-DISCRIMINATION</u>

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

20. SEVERABILITY

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

21. NOTICES

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

Santa Fe Solid Waste Management Agency Randall Kippenbrock, P.E. 149 Wildlife Way Santa Fe, NM 87506 Contractor: Long, Pound, and Komer, P.A.

2200 Brothers Road P.O. Box 5098

Santa Fe, NM 87502-5098

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Rosemany	Romeri
Rosemary Romer	0
Chairperson	

1 27 (11 Date

ATTEST:

Yolanda Y. Vigil Santa Fe City Clerk

LONG, POUND & KOMER, P.A.:

Mark E. Komer

Data

APPROVED AS TO FORM:

Jenny F./Kaufman(Rubin Katz Law Firm | | 27 | 20 | | Date

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 14, 2013

Subject:

Approval of Amendment No. 1 to Agreement with CDM Smith of Albuquerque, NM, for the Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B

Design and Construction Quality Assurance for the Caja del Rio Landfill.

BACKGROUND & SUMMARY:

On February 23, 2012, the Joint Powers Board approved a Professional Services Agreement to CDM Smith of Albuquerque, NM, for the engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion, and Cell 5B/6B design and construction quality assurance for the Caja del Rio Landfill in the amount of \$590,455.00 (RFP No.'12/06/P).

Engineering design and CQA services consist of the following tasks:

- Task 1. Permit application project meetings/workshops and project management;
- Task 2. Supplemental surveying/mapping;
- Task 3. Site master plan and implementation schedule;
- Task 4. Vulnerable area assessment & community meeting;
- Task 5. Environmental and traffic study updates;
- Task 6. Miscellaneous figures and attachments;
- Task 7. Permit drawings;
- Task 8. Engineering calculations & compatibility information;
- Task 9. Operational plans;
- Task 10. Engineering HELP model analysis (update);
- Task 11. Financial assurance;
- Task 12. Permit preparation and submission to NMED; and
- Task 13. Cell 5B/6B design and contractor coordination.

The Agreement does not include future tasks such as:

- Task 14. Public notification of permit modification and renewal application submittal;
- Task 15. Address NMED comments;
- Task 16. Final permit application submittal; and
- Task 17. Cell 5B/6B engineering services during construction.

On December 13, 2012, a special meeting was held during which the Agency and CDM Smith presented several height and depth options for the current landfill disposal area and the BLM tract of land as part of the vertical and lateral expansion components of the landfill permitting.

Efhilit "5"

The Board selected Option H3, which maximizes the vertical and lateral expansion components of the Caja del Rio Landfill as part of the permit renewal and modification. CDM Smith will continue with the permit drawings and engineering calculations as required for the permit application.

On January 10, 2013, a community meeting on the permit renewal and modifications was held. Staff will present a report to the Joint Powers Board on the status of the meeting.

Amendment No. 1 will extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 1 to Professional Services Agreement with CDM Smith of Albuquerque, NM, to extend the Agreement for the engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion, and Cell 5B/6B design and construction quality assurance for the Caja del Rio Landfill to January 24, 2014.

Attachments: 1) Professional Service Agreement - Amendment No. 1

2) Professional Service Agreement

ATTACHMENT

Professional Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY AMENDMENT No. 1 PROFESSIONAL SERVICES AGREEMENT (Landfill Permitting - 2012)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and CDM Smith Inc. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering design and permitting services to the Agency.

Pursuant to Article 17, <u>Amendment</u> of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, <u>Terms and Effective Date</u> 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 shall terminate on January 24, 2014, unless 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 the Contractor and approved by the Joint Powers Board.

2. AGREEMENT IN FULL FORCE

Agency Attorney

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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Peter Ives
Vice-Chairperson

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

CDM SMITH INC.:

Paul A. Karas
Associate, Client Service Manager

APPROVED AS TO FORM:

Justin W. Miller

Date:

Page 2 of 2

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT (Landfill Permitting - 2012)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and CDM Smith Inc. of Albuquerque, NM (the "Contractor") for Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B Design and Construction Quality Assurance for the Caja del Rio Landfill (RFP No. '12/06/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 professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. <u>STANDARDS OF PERFORMANCE; LICENSES</u>

- 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. <u>COMPENSATION</u>

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 Ninety Thousand Four Hundred Fifty-Five Dollars and No Cents (\$590,455.00).

- 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 shall be itemized.

4. <u>APPROPRIATIONS</u>

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 February 23, 2013, 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

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. <u>STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS</u>

- 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. <u>CONFIDENTIALITY</u>

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 unless that information becomes public through no fault of CDM Smith, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

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. <u>INSURANCE</u>

- 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 \$2,000,000 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 \$2,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify and hold harmless 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. <u>NON-DISCRIMINATION</u>

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. Paul A. Karas, CPG, CHMM

Associate, Client Service Manager

CDM Smith Inc.

6000 Uptown Blvd NE, Suite 200

Albuquerque, NM 87110

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY: Rosemary Romero Chairperson ATTEST: CDM SMITH INC.: Paul A. Karas Associate, Client Service Manager APPROVED AS TO FORM: 2/23/12 Justin W. Miller

Agency Attorney

EXHIBIT A

CDM Smith

Scope of Work
(Tasks 1 through 13)
for
Engineering Design and Permitting
for
Caja del Rio Landfill

RFP #'12/06/P



6000 Uptown Blvd NE, Suite 200
Albuquerque, NM 87110
tel: 505 243-3200
fax: 505 243-2700

February 15, 2012

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

Re: Caja del Rio Landfill Permit Modification and Renewal Cell 5B/6B Design and Contractor Coordination Services REVISED Scope of Services and Estimated Engineering Cost SFSWMA RFP No. '12/06/P

Dear Mr. Kippenbrock,

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this revised proposed scope, schedule, and fee for the development of the permit modification and renewal; and Cell 5B/6B design and contractor coordination for the Caja del Rio Landfill. Outlined within these proposal documents is our understanding of the scope of work, assumptions, proposed schedule, estimated fee, and contracting details, based on the referenced Request for Proposals (RFP), our knowledge of the Caja del Rio Landfill, discussions with landfill management, and our understanding of the New Mexico Solid Waste Management Regulations.

This proposal replaces the scope of services and estimated engineering cost submitted to SFSWMA in two separate proposals on February 3, 2012 and again in a single proposal on February 10, 2012. At the direction of SFSWMA, certain elements of the RFP scope of services have been removed from the current proposal to be authorized later under separate scope and fee proposal(s) under the same contract. Specifically, costs for the "Public Notification of Permit Modification and Renewal Application Submittal," "Address NMED Comments," "Final Permit Application Submittal," and "Cell 5B/6B Engineering Services During Construction" tasks are not included in the current proposal.

The proposed scope of services is provided as **Attachment 1** and the proposed fee proposal is provided as **Attachment 2**. Our schedule of hourly billing rates for the project is included as **Attachment 3**.

These services will be performed upon written notice to proceed as directed by SFSWMA. Assuming notice to proceed is received by March 15, 2012, all components required for the submittal of the permit modification and renewal application to the NMED SWB will be completed by June 30, 2013, unless approved otherwise by SFSWMA. The NMED comments as described in Task 15 will be



Mr. Randall Kippenbrock February 15, 2012

Page 2

addressed by June 30, 2014 (under a separate authorization). This will allow adequate time for a subsequent round of comments to be addressed prior to the permit expiration date.

Cell 5B/6B design will be completed by July 31, 2012 and will provide contractor coordination through August 31, 2012. This will allow adequate time for the SFSWMA to obtain the funds necessary to complete the construction of Cell 5B/6B in 2013.

ESTIMATED FEE

The following is a summary of the engineering fee required to perform this work. A detailed estimate has been attached (refer to Attachment 2). Hourly billing rates valid for one year from contract execution are included in Attachment 3.

Summary of Proposed Project Costs

Task Description	Subtotal Cost	NMGRT ¹ (7 percent)	Total Project Cost
Task 1: Permit Application Project Meetings/Workshops and Project Management	\$60,160	\$4,211	\$64,371
Task 2: Supplemental Surveying/Mapping	\$29,271	\$2,049	\$31,320
Task 3: Site Masterplan and Implementation Schedule	\$27,415	\$1,919	\$29,334
Task 4: Vulnerable Area Assessment & Community Meeting	\$32,255	\$2,258	\$34,513
Task 5: Environmental and Traffic Study Updates	\$9,690	\$678	\$10,368
Task 6: Miscellaneous Figures and Attachments	\$22,910	\$1,604	\$24,514
Task 7: Permit Drawings	\$67,940	\$4,756	\$72,696
Task 8: Engineering Calculations & Compatibility Information	\$38,535	\$2,697	\$41,232
Task 9: Operational Plans	\$92,275	\$6,459	\$98,734
Task 10: HELP Model Analysis [Update]	\$16,380	\$1,147	\$17,527
Task 11: Financial Assurance	\$5,180	\$363	\$5,543
Task 12: Permit Preparation and Submission to NMED	\$73,770	\$5,164	\$78,934
Task 13: Cell 5B/6B Design and Contractor Coordination	\$76,046	\$5,323	\$81,369
Task 14 (FUTURE): Public Notification of Permit Modification and Renewal Application Submittal	\$0	\$0	\$0
Task 15 (FUTURE): Address NMED Comments	\$0	\$0	\$0
Task 16 (FUTURE): Final Permit Application Submittal	\$0	\$0	\$0
Task 17 (FUTURE): Cell 5B/6B Engineering Services During Construction	\$0	\$0	\$0
Total Project Cost	\$551,827	\$38,628	\$590,455

Note 1: NMGRT will be invoiced at the current rate in effect at the time of invoicing.



Mr. Randall Kippenbrock February 15, 2012

Page 3

In summary, and based upon the proposed project scope, CDM Smith proposes a fee of \$590,455, which includes NMGRT (\$38,628 at the current rate of 7 percent), to be billed on a not-to-exceed time and materials basis.

CDM Smith appreciates the opportunity to submit this proposal for the permit modification and renewal application development; and Cell 5B/6B design and contractor coordination for the Caja del Rio Landfill. If you have any questions, please contact us at (505) 243-3200.

Sincerely,

Thomas D. Parker, P.E.

Associate, Project Manager CDM Smith Inc.

Paul A. Karas, CPG, CHMM

Associate, Client Service Manager

CDM Smith Inc.

Attachments

cc:

Danita Boettner, PE, CDM Smith Kerrie Greenfelder, PE, CDM Smith

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 14, 2013

Subject:

Request for Approval of Sole Source Procurement - Recondition of Unit 1433

(Caterpillar 950G II Wheel Loader) to Wagner Equipment Company of

Albuquerque, NM in the Amount of \$54,192.75.

BACKGROUND AND SUMMARY:

On September 18, 2003, the Board approved the purchase of a new Caterpillar 950G II wheel loader (Unit 1433) from Wagner Equipment Company of Albuquerque, NM, in the amount of \$176,920.00.

The unit is assigned to the green waste program. As to date the unit has 11,898 hours. The unit is currently down and red tagged for repairs needed to the hydraulic system.

On January 11, 2013, the Agency received an estimate from Wagner Equipment Company to recondition the hydraulic system that includes reconditioning numerous pumps and cylinders as well as installing new lift/hoist cylinders in the amount of \$54,192.75.

ACTION REQUESTED:

Staff recommends approval of sole source procurement for the recondition of the hydraulic system of Unit 1433 (Caterpillar 959G II wheel loader) to Wagner Equipment Company in the amount of \$54,192.75. Staff also requests approval of a budget increase from Equipment Replacement Reserve - 5502.100700.07000 to Repair Machinery and Equipment - 52504.520400 in the amount of \$54,192.75.

Attachments: Budget Adjustment Request

Wagner Caterpillar Company Cost Estimate for Recondition Hydraulic

System for Unit 1433

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ATTACHMENT

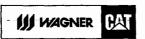
Budget Adjustment Request

City of Santa Fe, New Mexico BUDGET ADJUSTMENT REQUEST (BAR)

SANTA FE SOLID	1/24/2013			
, ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Transfer-Out Equipment Replacement Fund	52502.700150	5500	54,192.75	
Transfer-In Operating Fund	51500.600150	5502	(54,192.75)	·
Capital Outlay Equipment	52504.520400		54,192.75	
				-
Budget increase to be funded from 550	02.100700(Cash res	serves Equipmer	nt Replacement Reser	ve) to the Operating
Fund (5500) to recondition UNIT 1473		50G (Added valu	ue to asset)	
Angelica G Salazar	City Counci		Budget Officer	Date
	Approva Date Agenda item	,	Finance Director	Date
Randall Kippenbrock, P.E. Exec Director	Date		City Manager	Date

ATTACHMENT

Wagner Caterpillar Company Cost Estimate for Recondition Hydraulic System for Unit 1433



Date:

Jan/11/2013 11:05:59 AM

SANTA FE SOLID WSTE MGMT CST

Make:

AA

Customer Number:

77956

Model:

950G II

Customer Name: Customer Contact:

PHIL LUCERO

Serial Number:

Work Order Number:

0BAA00286

Customer Contact Phone: 505-231-7617

Customer Equipment No: 1433 Last Known SMU:

Wagner Contact:

TERRY JACKSON

11,898 AK10641

Wagner Contact Phone:

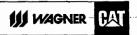
505 343 2718

Comments: FINAL QUOTE FOR HYDRAULIC REPAIRS ON 950G WITH TAX.

Sleegarelaje Mo	Ojiy	Descriptor		(Ratio)	bolgjeje/-\$	Mgess	mals;
01	1	TROUBLESHOOT HYDRAULIC SYSTEM TROUBLESHOOT HYDRAULIC BUCKET DRIFT	*	0.00	0.00	0.00	0.00
02	1	REMOVE & INSTALL LIFT/HOIST CYLINDER REMOVE AND INSTALL LIFT CYLINDERS-ADDITIONAL LABOR ADDED TO BURN OUT THE ONE DAMAGED PIN ASSEMBLY. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		18.32	919.25	50.00	987.57
03	1	RECONDITION LIFT/HOIST CYLINDER LEVEL THREE RECONDITION LIFT CYLINDER LEVEL 3 118-8296 LH *** MUST SAVE ALL PARTS AFTER DISASSEMBLY *** THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		348.72	565.12	16.00	929.84
04 .	1	RECONDITION LIFT/HOIST CYLINDER LEVEL THREE RECONDITION LIFT CYLINDER- LEVEL 3 125-0024 RH *** MUST SAVE ALL PARTS AFTER DISASSEMBLY *** THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		288.71	565.12	13.00	866.83
05	1	ADD PARTS LIFT/HOIST CYLINDER ADD PARTS SEGMENT-PINS, SEALS AND BRGS. BOTH BARRELLS AND PISTIONS ARE PITTED AND SCORED DUE TO METAL BEING IN THE SYSTEM, NEED TO BE REPLACED.		5,227.48	0.00	300.00	5,527.48
06	1	RECONDITION HYDRAULIC PUMP, VANE-TYPE RECONDITION THE IMPLEMENT PILOT BRAKE PUMP.		150.68	616.50	20.00	787.18
1A	1	REMOVE & INSTALL FUEL TANK REMOVE AND INSTALL THE FUEL TANK. THE FUEL TANK NEEDS TO BE REMOVED TO ACCESS THE LEFT SIDE STEERING CYLINDER.		25.00	308.25	0.00	333.25
10	1	REMOVE & INSTALL STEERING CYLINDER REMOVE AND INSTALL BOTH STEERING CYLINDERS FOR RECONDITIONING. THE HYDRAULIC SYSTEM HAS CONTAMINATION.		0.00	616.50	50.00	666.50
11	1	RECONDITION STEERING CYLINDER LEVEL THREE RECONDITION THE RIGHT STEERING CYLINDER.		253.59	411.00	15.00	679.59
13	1	RECONDITION STEERING CYLINDER LEVEL THREE RECONDITION THE LEFT STEERING CYLINDER.		253.59	411.00	15.00	679.59



							
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16	1	REMOVE & INSTALL TILT CYLINDER REMOVE AND INSTALL THE TILT CYLINDER FOR RECONDITIONING. THE HYDRUALIC SYSTEM HAS CONTAMINATION		14.99	411.00	25.00	450.99
17	1	RECONDITION TILT CYLINDER LEVEL THREE RECONDITION THE TILT CYLINDER.		477.41	616.50	25.00	1,118.91
18	1	ADD PARTS TILT CYLINDER ADD PART IS THE CYLINDER BARRELL. THE BARRELL IS SCORED FROM METAL IN THE HYDRAULIC SYSTEM.		1,993.88	0.00	250.00	2,243.88
20	1	REMOVE & INSTALL CAB REMOVE AND INSTALL THE CAB TO ACCESS THE HYDRULIC PUMPS AND HOSES. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		0.00	1,027.50	250.00	1,277.50
30	1	REMOVE & INSTALL PILOT CONTROL VALVE REMOVE AND INSTALL THE PIOLT CONTROL VALVE FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		25.00	411.00	0.00	436.00
31	1	RECONDITION PILOT CONTROL VALVE RECONDITION THE PILOT CONTROL VALVE.		144.05	616.50	5.00	765.55
33	1	REMOVE & INSTALL/REPLACE HYDRAULIC CONTROL VALVE REMOVE AND INSTALL THE HYDRULIC CONTROL VALVE FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		50,00	411.00	0.00	461.00
34	1	RECONDITION HYDRAULIC CONTROL VALVE MAIN RECONDITION THE HYDRAULIC CONTROL VALVE.		240.97	719.25	25.00	985.22
36	1	REMOVE & INSTALL HYDRAULIC ACCUMULATOR REPLACE THE HYDRAULIC ACCUMULATOR AND CLEAN THE SHUTTLE VALVE. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		1,400.00	411.00	0.00	1,811.00
39	1	REMOVE & INSTALL HYDRAULIC FAN PUMP REMOVE AND INSTALL THE HYDRAULIC FAN PUMP FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		45.01	513.75	30.00	588.76
40	1	REPLACE WITH CAT REMAN HYDRAULIC FAN PUMP DISASSEMBLED PUMP AND FOUND DEBRIS HAS DAMAGED THE PUMP. ITS MORE COST EFFECTIVE TO REPLACE THE PUMP WITH A REMAN.		857.48	513.75	25.00	1,396.23
42	1	REMOVE & INSTALL IMPLEMENT PUMP REMOVE AND INSTALL THE IMPLEMENT PUMP FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL. WAGNER IS PAYING FOR THIS SEGMENT	*	0.00	0.00	0.00	0.00
43	1	REPAIR FOR WARRANTY IMPLEMENT PUMP DISASSEMBLE AND INSPECT PUMP FOR MOST COST EFFECTIVE REPAIR, RECON OR REPLACE WITH REMAN. WAGNER IS PAYING FOR THIS SEGMENT.	*	0.00	0.00	0.00	0.00



Segmente No	Ojvy	Pescipita	(শার্ক)	(ESECTE)	MEC.	Topics
45	1	CLEAN HOSES & LINES CLEAN THE HYDRAULIC HOSES AND LINE FOR THE PILOT CONTROL GROUP. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	50.00	513.75	0.00	563.75
49	1	REMOVE, CLEAN & INSTALL HYDRAULIC TANK REMOVE CLEAN AND INSTALL THE HYDRAULIC TANK. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	600.00	1,438.50	0.00	2,038.50
53	1	CLEAN HYDRAULIC HOSES/LINES CLEAN THE HYDRAULIC HOSES AND LINES FROM THE TANK TO THE HYDRAULIC OIL COOLER THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	150.00	1,027.50	0.00	1,177.50
56	1	CLEAN HYDRAULIC HOSES/LINES CLEAN THE HYDRAULIC HOSES AND LINES ON THE TANK GROUP. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	150.00	1,027.50	0.00	1,177.50
57	1	CLEAN HYDRAULIC HOSES/LINES CLEAN THE HYDRAULIC HOSES AND LINES TO THE FROM LOADER ARM FRAME. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	350.00	1,541.25	0.00	1,891.25
63	1	CLEAN HYDRAULIC HOSES/LINES CLEAN THE REAR COUPLER HYDRAULIC HOSES AND LINES. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	100.00	822.00	0.00	922.00
64	1	REPAIR PILOT SYSTEM HYD FILTER REPLACE THE HYDRAULIC FILTER AND CLEAN FILTER BASE. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	75.00	102.75	0.00	177.75
65	1	CLEAN HYDRAULIC HOSES/LINES CLEAN THE HYDRAULIC FAN HOSES AND LINES AND CLEAN THE VALVE BLOCK. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	50.00	616.50	0.00	666.50
66	1	FLUSH HYDRAULIC OIL COOLER FLUSH AND PRESSURE CHECK THE HYDRAULIC OIL COOLER. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	25.00	308.25	250.00	583.25
67	1	REMOVE & INSTALL STEERING VALVE REMOVE AND INSTALL THE STEERING VALVE FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	1.54	1,746.75	30.00	1,778.29
68	1	RECONDITION STEERING VALVE RECONDITION THE STEERING VALVE.	372.01	616.50	25.00	1,013.51
70	1	REMOVE & INSTALL/REPLACE PARK/SEC BRAKE CONT VLV REPLACE THE THE BRAKE CONTROL VALVLE FOR RECONDITIONING. THE VALVE IS DAMAGED FROM METAL IN THE HYDRAULIC SYSTEM.	425.00	411.00	25.00	861.00
73	1	REMOVE & INSTALL/REPLACE STEERING PUMP REMOVE AND INSTALL THE STEERING PUMP FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	25.00	513.75	0.00	538.75



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Segimen No	C)47/	Peserjjiton		26(i - 5	و ۱۳۵۶ انظ	Mecs	าใช้เลา
74	1	RECONDITION STEERING PUMP	T	0.00	1,071.50	0.00	1,071.50
		RECONDITION THE STEERING PUMP.					
75	1	REPLACE WITH CAT REMAN STEERING PUMP	1	1,800.19	0.00	0.00	1,800.19
		THE PUMP BARREL AND PISTON ARE WORN AND DAMAGED. IT IS MORE COST EFFECTIVE TO REPLACE WITH A REMAN.					
76	1	REMOVE & INSTALL PUMP SIG PRESS CONT VALVE	†	25.00	308.25	0.00	333.25
		REMOVE AND INSTALL THE PUMP PRESSURE VALVE FOR RECONDITIONING. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.					
77	1	RECONDITION PUMP SIG PRESS CONT VALVE	T	18.50	102.75	5.00	126.25
		RECONDITION THE PUMP PRESSURE VALVE.					
79	1	REMOVE & INSTALL HYD PUMP, PISTON-TYPE	1	25.00	208.50	0.00	233.50
		REMOVE AND INSTALL THE HYDRAULIC ROTATING STEERING PUMP FOR RECONDITIONING.					
80	1	RECONDITION HYD PUMP, PISTON-TYPE	1	318.15	1,071.50	20.00	1,409.65
		RECONDITION THE HYDRAULIC ROTATING STEERING.					
82	1.	REMOVE & INSTALL STEERING METERING PUMP	1	8.32	499.00	30.00	537.32
		REMOVE AND INSTALL THE STEERING METERING PUMP FOR RECONDITIONING.					
83	1	RECONDITION STEERING METERING PUMP	T	163.64	308.25	25.00	496.89
		RECONDITION THE STEERING METERING PUMP.					
85	1	CLEAN STEERING LINES/HOSES		50.00	208.50	0.00	258.50
		CLEAN THE STEERING LINES AND HOSES. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.					
86	1	REMOVE & INSTALL/REPLACE SECONDARY STRG PUMP		25.00	205.50	0.00	230.50
		REMOVE AND INSTALL THE SECONDARY STEERING PUMP FOR RECONDITIONING.					
87	1	RECONDITION SECONDARY STRG PUMP		492.53	513.75	60.00	1,066.28
		RECONDITION THE SECONDARY STEERING PUMP.					
88	1	RECONDITION DIVERTER VALVE	\top	205.99	822.00	20.00	1,047.99
		RECONDITION THE DIVERTER VALVE.					
9A	1	REMOVE & INSTALL COUPLER CYLINDER		25.00	208.50	0.00	233.50
		REMOVE AND INSTALL THE QUICK COUPLER CYLINDER. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.					
9C	1	REMOVE & INSTALL BRAKE & AXLE FRONT	T	173.41	616.50	30.00	819.91
		REMOVE AND INSTALL THE FRONT BRAKE AND AXLE.					
9D	1	CLEAN BRAKE & AXLE FRONT	1	25.00	205.50	0.00	230.50
		CLEAN THE FRONT BRAKE AND AXLE.					
9F	1	REMOVE & INSTALL BRAKE & AXLE REAR	1	173.41	822.00	30.00	1,025.41
		REMOVE AND INSTALL THE REAR BRAKE AND AXLE.					
9G	1	REPAIR BRAKE & AXLE REAR	+	850.00	308.25	0.00	1,158.25
		REPAIR THE REAR AXLE BRAKE SECTION.THE PISTONS AND THE PLATE IN THE AXLE FOR THE BRAKES ARE DAMAGED FROM METAL CONTAMINATION.					-



₹-9]81(4) 1(6)	(≀ [©] (ķ)/	(Description)		शास	taläje(c.)	West.	racks.
9H	1	REMOVE & INSTALL HYDRAULIC FAN MOTOR REMOVE AND INSTALL THE HYDRAULIC FAN MOTOR PART# 191-2943.		0.00	616.50	45.00	661.50
91	1	RECONDITION HYDRAULIC FAN MOTOR RECONDITION THE HYDRAULIC FAN MOTOR.		137.00	330.25	55.00	522.25
9K	1	REMOVE & INSTALL/REPLACE BRAKE ACCUMULATOR REPLACE THE BRAKE ACCUMULATORS. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.		550.00	205.50	25.00	780.50
9L	1	REMOVE & INSTALL/REPLACE BRAKE ACTUATING MECHANISM REPLACE THE PARKING BRAKE ACTUATOR. THE HYDRAULIC SYSTEM IS CONTAMINATED WITH METAL.	***************************************	450.00	205.50	0.00	655.50
9M	1	REPLACE CRANKSHAFT FRONT SEAL REPLACE THE FRONT CRANKSHAFT SEAL AND FAN BELT.THE SEAL IS LEAKING AND BELT IS WORN.		50.00	308.25	0.00	358.25
9N	1	REPLACE AIR LINE/PIPE REPLACE THE AIR INTAKE TUBE. THE TUBE HAS A HOLE RUBBED IN THE TUBE.		480.00	51.38	0.00	531.38
Grand	Total)		16.4	20,234.57	29)947162	1,789.00	51971H9
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Total	vith Ta	X					54):192:75

	Quote Approval	
Name	Title	Date

Wagner Equipment Company guarantees the final invoice for this repair will match the quote for the scope of work detailed above.

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 16, 2013

Subject: Request for Approval of Annual Financial Report for the Year Ended June 30,

2012.

BACKGROUND AND SUMMARY:

Atkinson & Company, Ltd. (Atkinson) audited the financial statements of the Santa Fe Solid Waste Management Agency (Agency) for the year ended June 30, 2012. Atkinson also audited the budgetary comparison statement for the year ended June 30, 2012.

The City of Santa Fe as the Agency's fiscal agent provided information for the financial statements section of the audit report and the Agency provided information for the Management's Discussion and Analysis section.

An exit conference was held on November 29, 2012 to review the financial report. In attendance were the following:

- Martin Mathisen, Atkinson Audit Director
- James Hartogensis, Atkinson Senior Auditor Manager
- Virginia Vigil; County Commissioner / Agency Chair
- Randall Kippenbrock, Agency Executive Director
- Angelica Salazar, Agency Accounts Coordinator
- Teresita Garcia, City of Santa Fe Assistant Finance Director
- Molly Saiz, Santa Fe County Accounting Oversight Manager

The State Auditor requires the Agency to present the financial report to the Board for approval as per Section 2.2.2.10.J(3)(d) NMAC, Requirements for Contracting and Conducting Audits of Agencies.

In summary, Atkinson reported the following:

- one control deficiency was identified related to sales of recyclables being recorded on a cash basis and not modified accrual basis;
- no material weaknesses identified;
- no reportable conditions identified (not considered to be material weaknesses);

- no noncompliance material to the financial statements noted;
- no pending litigation outstanding against the Agency;
- total operating revenues increased from \$6.8 million in FY-2011 to \$7.6 million in FY-2012 as a result of increase in projected tonnage of approximately 8,800 tons and greater basalt rock sales than expected;
- operating expenses increased by approximately \$2.2 million over prior year primarily due to the construction of the Household Hazardous Waste (HHW) Collection Facility, the commencement of a landfill permit renewal process, the replacement of heavy equipment, and the post-closure cost for the Buckman Road Recycling and Transfer Station;
- the three largest commercial accounts in order are City of Santa Fe (~46%), Waste Management (~11%), Santa Fe County (~8%); and other sources (~35%);
- Items expected to have a significant effect during fiscal year ending June 30, 2013 are:
 - an increase in tipping fees (rates) to users at the landfill and transfer station as per Ordinance 2012-1;
 - the completion of an HHW collection facility and a recycling drop-off center at an estimated cost of \$774,506;
 - an annual operating budget of \$150,000 for the cost of technical support, disposal, and supplies for the proper handling and disposal of HHW;
 - the engineering design and permitting services for a 20-year permit renewal and modification related to a landfill vertical and lateral expansion which is expected to take four years to complete. The current landfill permit expires in June 2015. Additional consulting services are expected to include the design and construction quality assurance of Cell 5B/6B and modification to the existing stormwater pollution prevention plan (SWPPP);
 - the purchase of several pieces of replacement equipment for the landfill and transfer station; and
 - the solid waste assessment and management study as a joint effort between the Agency, the City of Santa Fe, and Santa Fe County to increase recycling and other forms of diversion from the landfill and to improve efficiencies and reduce costs for various solid waste operations while protecting the environment and public health.

ACTION REQUESTED:

Staff recommends approval of Annual Financial Report for the Year Ended June 30, 2012.

Attachment: Annual Financial Report for the Year Ended June 30, 2012.



State of New Mexico OFFICE OF THE STATE AUDITOR

Hector H. Balderas
State Auditor

Carla C. Martinez
Deputy State Auditor

January 16, 2013

SAO Ref. No. 4099

Randal Kippenbrock, P.E., Executive Director Santa Fe Solid Waste Management Agency 149 Wildlife Way Santa Fe, NM 87506-8342

SUBJECT: Audit Report—Santa Fe Solid Waste Management Agency—2011-2012 Fiscal Year—Prepared by Atkinson & Co., Ltd.

The audit report for your agency was received by the Office of the State Auditor (Office) on December 3, 2012. The State Auditor's review of the audit report required by Section 12-6-14 (B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the independent public accountant (IPA) who contracted to perform your agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA will deliver the specified number of copies of the audit to the agency.

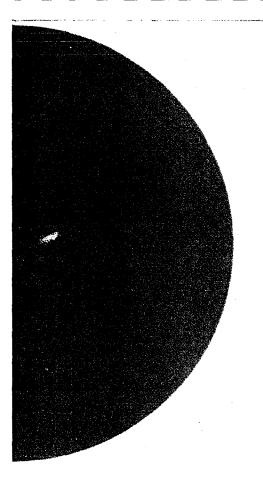
Per Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office of the State Auditor to the Legislative Finance Committee, and the Department of Finance and Administration; and
- presented by the agency to a quorum of the agency's governing authority at a public meeting, for approval, per Section 2.2.2.10.J.(3)(d) of NMAC, Requirements for Contracting and Conducting Audits of Agencies.

The independent public accountant's findings and comments are included in the audit report on page 36. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

HECTOR H. BALDERAS STATE AUDITOR

cc: Atkinson & Co., Ltd.



SANTA FE SOLID WASTE MANAGEMENT AGENCY

FINANCIAL STATEMENTS
AND
REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

June 30, 2012

atkinson

PRECISE PERSONAL PROACTIVE.

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OFFICIAL ROSTER

June 30, 2012

BOARD MEMBERS

Virginia Vigil Chair

Bill Dimas Councilor

Peter N. Ives Councilor

Christopher Rivera Councilor

Danny Mayfield Commissioner

Kathy Holian Commissioner

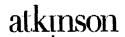
ADMINISTRATION

Randall Kippenbrock, P.E. Executive Director

Sally Padilla Human Resources Officer

Angelica G. Salazar Accounts Coordinator

Randy Watkins Landfill Manager



GERTIFIED PUBLIC ACCOUNTANTS CONSULTANTS

ATKINSON & CO. LTD. 6501 AMERICAS PKWY NE SUITE 700 ALBUOUEROUE, NM 87110 T 505 843 6492 F 509 843 6817 ATKINSONCPA.COM

PO BOX 25746 ALBUQUERQUE, NM 87125

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Hector H. Balderas, State Auditor and Board of Directors Santa Fe Solid Waste Management Agency

We have audited the accompanying financial statements of the business-type activities of Santa Fe Solid Waste Management Agency (the Agency), as of and for the year ended June 30, 2012, as listed in the table of contents. We also have audited the budgetary comparison statement for the year ended June 30, 2012, listed as supplemental information in the table of contents. These financial statements are the responsibility of the Agency's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Agency, as of June 30, 2012, and the respective changes in financial position and cash flows, thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the budgetary comparison statement referred to above presents fairly, in all material respects the respective budgetary comparisons for the year then ended in conformity with the budgetary basis of accounting described in Note B.

In accordance with Government Auditing Standards, we have also issued our report dated December 3, 2012 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 11 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Atkinson &Co., Ltd.

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Albuquerque, New Mexico December 3, 2012

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

June 30, 2012

The Santa Fe Solid Waste Management Agency (the Agency) was established in February 1995 under a Joint Powers Agreement entered into by and between the City and County of Santa Fe. The Agreement delegated to the Agency the power to plan for, operate, construct, maintain, repair, replace, or expand a joint regional solid waste disposal facility now known as the Caja del Rio Landfill. It was the desire of the City and County to form a regional landfill to provide a more efficient and cost-effective method of solid waste disposal to City and County citizens. Operations of the landfill commenced on May 12, 1997. Prior to this date, the Agency was in a development state, therefore, development expenses incurred before May 12, 1997 were capitalized and amortized.

In 2003, the Agency embarked on the development of a materials recovery facility (MRF) at the old City transfer station to provide critical recycling processing services to Santa Fe, as well as communities across northern New Mexico. In 2006, the Agency took over the transfer station, now known as the Buckman Road Recycling and Transfer Station (BuRRT) under a 10 year lease from the City.

In 2010, the Agency adopted a solid waste comprehensive management plan that included the following goals: 1) obtain a financial structure for the Agency that will incentivize reducing the environmental impacts of waste generation and sustainably fund local policies, programs, and operations to ensure long-term, fiscally sound, disposal capacity for solid waste from within Santa Fe County; 2) offer a broad range of waste reduction and recycling options to residents, businesses, and institutions in the City and County of Santa Fe; and 3) maintain an on-going multi-faceted promotion/education effort in the City and County of Santa Fe to inform the audiences about waste disposal and diversion.

The Agency operates as a separate government agency with the City of Santa Fe acting as fiscal agent.

The financial statements of the Agency have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) applicable to government units. The Agency is responsible for the fair presentation in the financial statements of net assets, and the related statements of revenues, expenses and changes in net assets, cash flows and statement of revenues, expenses, and changes in net assets, budget and actual (non-GAAP basis) in conformity with GAAP. The Government Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. As management of the Agency, we offer readers of the Agency's financial statements, which include narrative overview and analysis of the financial activities of the Agency for the fiscal year ended June 30, 2012.

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Agency's basic financial statements. The Agency's financial statements are comprised of financial statements, notes to the financial statements, and other information. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in financial statements.

The Agency operates under the accrual basis of accounting, required for State and local Governments' enterprise operations. The Agency operates as a single fund and utilizes three cost centers including operations, cell construction, and recycling. The Agency under GASB-34 will continue to track separately all new infrastructure (cell construction) and capital asset costs so they could be recorded and depreciated according to State financial requirements for State and local Governments.

The Agency adopts an annual appropriate budget at the fund level. A budgetary comparison statement has been provided for all its funds to demonstrate compliance with this budget. This budget is prepared on another comprehensive basis of accounting other than the accrual basis required by GAAP.

Proprietary Funds

The Agency operates as a proprietary fund or enterprise fund for solid waste disposal and materials recovery (recycling) with all operating costs recovered by solid waste user (tipping) fees and income from the sale of recyclable materials. Enterprise funds are used for activities that are financed and operated in a manner similar to a private business enterprise. The intent of the Joint Powers Board is to ensure that the costs (expenses, including depreciation) of providing services, in this case, solid waste disposal services and recycling materials recovery to City and County residents on a continuing basis be financed or recovered primarily through solid waste user fees and income from the sale recyclable materials. Revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred. Enterprise funds provide the same information as government-wide financial statements, only in more detail.

Proprietary financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

Statement of Net Assets

The statement of net assets presents information on all of the Agency's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Statement of Net Assets - Continued

Property and equipment are depreciated using the straight-line method over their estimated useful lives.

Capitalized landfill costs include expenditures for land and permitting. These costs also include the landfill start-up costs and construction.

The following table provides condensed financial information related to the Agency's net assets at June 30, 2012 as compared to June 30, 2011.

	2012	2011
Assets:		
Current assets	\$ 13,075,546	\$ 12,079,748
Capital assets	11,676,686	13,198,970
Other non-current assets	 3,456,037	 3,032,795
Total assets	\$ 28,208,269	\$ 28,311,513
Liabilities:		
Current liabilities	\$ 905,366	\$ 885,142
Noncurrent liabilities	 3,969,132	 4,051,498
Total liabilities	4,874,498	4,936,640
Net Assets:		
Invested in capital assets net of related debt	10,672,745	11,610,694
Unrestricted	 12,661,026	11,764,179
Total net assets	 23,333,771	23,374,873
Total liabilities and net assets	\$ 28,208,269	\$ 28,311,513

The assets of the Agency exceeded its liabilities at the close of June 2012, the most recent fiscal year by \$23,333,771 (net assets). Of this amount, \$10,672,745 is investment in capital assets net of related debt, and \$12,661,026 is unrestricted.

In comparison, the assets of the Agency exceeded its liabilities at the close of the June 2011 fiscal year by \$23,374,873 (net assets). Of this amount, \$11,610,691 is investment in capital assets net of related debt, and \$11,764,129 is unrestricted.

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Budgets

Total budgeted operating expenditures increased from \$5,377,780 to \$7,564,883. The increase is a result of the following: the construction of the Household Hazardous Waste Collection Center, the Agency commenced the landfill permitting renewal process, the Agency purchased replacement heavy equipment, and lastly, the postclosure cost for the Buckman Recycling and Transfer Station were recorded.

Actual operating revenues were greater than budgeted revenue. The increase was due to an increase in projected tonnage of approximately 8,800 tons. Also, basalt rock sales were greater than anticipated.

Capital Assets and Long-Term Debt Activity

Total net capital assets decreased by approximately \$1.5 million from the prior year. The decline was from the net effect of \$2.6 million in depreciation expense and an increase in construction in progress of the Household Hazardous Facility and heavy equipment purchased.

	2012	2011
Landfill	\$ 3,014,075	\$ 3,014,075
Landfill development cost	6,281,341	6,281,341
Land improvements	334,215	334,215
Cells	16,574,118	16,574,118
Buildings and structures	2,572,451	2,572,451
Furniture and fixtures	1,060	1,060
Equipment and machinery	9,526,916	9,317,687
Vehicles	515,021	598,424
Data processing equipment and software	61,718	56,603
Subtotal	38,880,915	38,749,974
Accumulated depreciation	(28,549,559)	(25,903,306)
Construction in progress	1,345,330	352,302
Total capital assets	\$ 11,676,686	\$ 13,198,970

The Agency reduced debt outstanding related to the capital assets in the amount of \$584,335 during fiscal year 2012.

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Investments

The Agency currently has approximately \$3.3 million in restricted investments for the estimated landfill closure costs and debt service as of June 30, 2012.

The Agency has internally reserved and allocated cash and investments for the following purposes as of June 30:

	2012	2011
Equipment replacement reserve	\$ 2,082,730	\$ 1,606,967
Gas collection system reserve	476,604	451,034
Insurance deductibles	102,450	101,805
Cell development	1,937,846	1,836,574
Construction in progress	8,682	8,627
Emergency cash reserves	477,704	474,696
Landfill repermitting	465,896	-
Closure and postclosure reserve	3,422,015	3,702,547
Internally reserved	8,973,927	8,182,250
Unreserved	3,575,877	3,400,160
Total	\$ 12,549,804	\$ 11,582,410

Statement of Revenues, Expenses, and Changes in Net Assets

The following table provides condensed financial information related to the Agency's changes in net assets for the year ended June 30, 2012 as compared to the year ended June 30, 2011.

	2012	2011
Total operating revenues Total operating expenses	\$ 7,640,433 7,794,663	\$ 6,872,110 8,116,209
Operating loss	(154,230)	(1,244,099)
Non-operating revenues	113,128	26,530
Change in net assets	(41,102)	(1,217,569)
Beginning net assets	23,374,873	24,592,442
Ending net assets	\$ 23,333,771	\$ 23,374,873

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Statement of Revenues, Expenses, and Changes in Net Assets - Continued

Operating revenues consist primarily of solid waste user (tipping) fees and income from the sale of recyclable materials. Operating revenues increased from the prior year primarily due to an increase in tonnage and also the rate increase that went into effect July 1, 2012.

The four largest commercial accounts in order are:

	Revenue	
	Received	Percent
City of Santa Fe	\$ 2,946,586	45.65%
Waste Management	708,267	10.97%
Santa Fe County	510,976	7.92%
Other sources	2,288,487	35.46%
	\$ 6,454,316	100.00%

Revenues received exclude sales of recyclables and other income.

Operating expenses decreased by \$321,546 over prior year primarily due to depreciation expense being less than the prior year.

Items Expected to Have a Significant Effect

During the fiscal year ending June 30, 2013, the construction of a permanent household hazardous waste (HHW) collection center and a new recycling drop-off center at the BuRRT transfer station will be completed. The construction cost for the HHW collection facility and recycling drop-off center is expected to be \$774,506. The Agency projects that an annual operating budget of \$150,000 will be needed for the cost of technical support, disposal, and supplies for the proper handling and disposal of HHW.

Effective July 1, 2012 the Agency increased the tipping fees to users at the landfill and transfer station per Ordinance 2012-1. The fees (rates) are based on the same tonnage of the prior year at 150,000 tons per year. The tipping fee for the landfill is \$40.00 per ton and the tipping fee for the transfer station is \$50.00 per ton.

The Agency expects the closure and postclosure care estimates for fiscal year ending June 30, 2013 to increase from \$5.7 million to approximately \$5.8 million due to inflation.

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED

June 30, 2012

Items Expected to Have a Significant Effect – Continued

During fiscal year 2013, the Agency will continue with the engineering design and permitting services for the next 20-year permit renewal and modification related to a landfill vertical and lateral expansion. The permitting process of the landfill is expected to take up to four years to complete. The current landfill permit expires June 2015. The Agency entered into a contract for engineering services to include the design and construction quality assurance (CQA) of Cell 5B/6B. The purpose of these combined services is to provide a seamless transition from the current disposal area to the vertical and lateral expansion areas.

During fiscal year 2013, the Agency expects to purchase replacement equipment for the landfill and transfer station.

During fiscal year 2013, the Agency expects to conduct a solid waste assessment and management study, which will be a joint effort between the Agency, the City of Santa Fe, and the County of Santa Fe. The purpose of the study is two-fold: 1) to increase recycling and other forms of diversion from the landfill while ensuring financial stability for the solid waste operations and assuring that costs are distributed fairly and equitably; 2) to improve efficiencies and reduce costs for various solid waste operations while protecting the environment and public health and ensuring adequate facilities to handle the solid waste stream.

Requests for Information

This financial report is designed to provide a general overview of Santa Fe Solid Waste Management Agency's finances for those interested in government enterprise finances. Questions concerning any of the information provided or requests for additional financial information should be addressed to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, New Mexico 87506.

STATEMENT OF NET ASSETS

June 30, 2012

	Business- _Type Activities_
ASSETS	
Current assets:	•
Cash, investments, and cash equivalents	\$ 12,549,804
Accounts receivable, less allowance for uncollectible	504 740
amounts of \$295,229	504,710
Interest receivable	21,032
Total current assets	13,075,546
Noncurrent assets:	
Cash, investments and cash equivalents-restricted:	
Closure and postclosure care	3,355,592
Debt service	100,445
Total cash, investments, and cash equivalents-restricted	3,456,037
Capital assets:	
Landfill	3,014,075
Landfill development costs	6,281,341
Land improvements	334,215
Cells	16,574,118
Buildings and structures	2,572,451
Furniture and fixtures	1,060
Equipment and machinery	9,526,916
Vehicles	515,021
Data processing equipment and software	61,718
Construction in progress	1,345,330
Less accumulated depreciation	(28,549,559)
Less accumulated depreciation	(28,349,339)
Total capital assets, net of accumulated depreciation	11,676,686
Total noncurrent assets	15,132,723
Total assets	\$ 28,208,269
LIABILITIES	
Current liabilities:	
Accounts payable	\$ 163,412
Gross receipts payable	36,369
· · · · · · · · · · · · · · · · · · ·	40,987
Accrued wages payable	50,657
Compensated absences, current	12,078
Accrued interest payable	601,863
Notes payable-current	001,803
Total current liabilities	905,366
Noncurrent liabilities	
Landfill deposits	20,700
Compensated absences, non-current	190,762
Estimated liability for landfill and transfer station closure costs	3,355,592
Notes payable - long-term	402,078
Total noncurrent liabilities	3,969,132
Total liabilities	4,874,498
NET ASSETS	
Invested in capital assets, net of related debt	10,672,745
Unrestricted	12,661,026
Total net assets	\$ 23,333,771

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS

For the year ended June 30, 2012

	Business - Type Activities
OPERATING REVENUES User fees Recycle sales Other income	\$ 6,454,316 1,084,968 101,149
Total operating revenues	7,640,433
OPERATING EXPENSES Depreciation expense Salaries, wages, and benefits Contractual services and utilities	2,860,808 2,414,394 635,236
Supplies Repairs and maintenance Insurance	443,989 386,782 83,720
Capital outlay-exempt items Other	12,856 956,878
Total operating expenses	7,794,663
OPERATING LOSS	(154,230)
NON-OPERATING REVENUES (EXPENSES) Investment income Gain on disposal of capital assets Interest expense	106,004 48,499 (41,375)
Total non-operating revenues	113,128
CHANGE IN NET ASSETS	(41,102)
Net assets, beginning of year	23,374,873
Net assets, end of year	\$ 23,333,771

STATEMENT OF CASH FLOWS

For the year ended June 30, 2012

Increase (Decrease) in Cash

Cash flows from operating activities		
Cash received from customers	\$ 7,609,890	
Cash payments to suppliers for goods and services	(1,973,393)	
Cash payments to employees for services	(2,431,742)	
Cash payments to employees for services	(2,101,7-12)	
Net cash provided by operating activities		\$ 3,204,755
Cash flows from capital and related financing activities		
Acquisition and construction of capital assets	(1,338,626)	
Note repayments	(584,335)	
Interest payments	(47,902)	
interest payments	(47,502)	
Net cash used in capital and related financing activities		(1,970,863)
Cash flows from investing activities		
Proceeds from the sale of property and equipment	48,601	
Investment income	108,143	
Net cash provided by investing activities		156,744
Net increase in cash and cash equivalents		1,390,636
Cash and cash equivalents at beginning of year		14,615,205
Cash and cash equivalents at end of year		\$ 16,005,841

STATEMENT OF CASH FLOWS - CONTINUED

For the year ended June 30, 2012

Increase (Decrease) in Cash

Reconciliation of operating income (loss) to net cash provided by operating activities:

Operating loss	\$	(154,230)
Adjustments to reconcile operating income (loss) to		
net cash provided by (used in) operating activities		
Depreciation expense		2,860,808
Change in assets and liabilities:		
Increase in accounts receivable		(30,543)
Increase in accounts payable		105,219
Increase in compensated absences payable		96,685
Decrease in accrued wages payable		(114,033)
Increase in gross receipt tax payable		18,036
Increase in landfill closure costs		422,813
Total adjustments		3,358,985
Net cash provided by operating activities	<u>\$</u>	3,204,755

NOTES TO FINANCIAL STATEMENTS

June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity. The City of Santa Fe (City) is a partner with Santa Fe County (County) in a joint venture to provide municipal landfill services. The Santa Fe Solid Waste Management Agency (the Agency) was established in February 1995 under a joint powers agreement entered into by and between the City and the County. It was the desire of the parties to form a regional solid waste disposal authority to provide a more efficient and cost-effective method of solid waste disposal to City and County citizens. Operations of the regional landfill commenced on May 12, 1997. Prior to this date, the Agency was in a development stage and, therefore, landfill development expenses incurred before May 12, 1997 are capitalized and amortized. As required by GAAP, the financial statements present the Agency and its component units, entities for which the Agency is considered to be financially accountable. There are no fiduciary funds or component units for the fiscal year ended June 30, 2012.

The Agency is governed by a Board of Directors consisting of members from both the City and County. The Board consists of the following:

Three members, each of whom shall be a City Councilor from a different elective district within the City, shall be appointed by the City's Mayor with the approval of the City Council, and each of which City members shall serve for such period as may be determined from time to time by the Mayor with the approval of the City and Council.

Three members, each of whom shall be a County commissioner, appointed and approved by the Board of County Commissioners, and each of which County members shall serve for such period as may be determined and approved from time to time by the Board of County Commissioners.

The Agency is responsible for the fair presentation in the financial statements of the statement of net assets and the related statements of revenues, expenses, and changes in net assets, and cash flows in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Agency are described below.

Budgetary Comparison Statements. The budgetary comparison statements listed in the table of contents as supplemental information were prepared on a modified accrual basis of accounting as approved by the Agency's board, which is another comprehensive basis of accounting other than GAAP. This basis is very similar to the cash basis; however, depreciation expense has not been recorded.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Measurement Focus, Basis of Accounting, and Basis of Presentation. The accounts of the Agency are organized on the basis of a proprietary or enterprise fund. Enterprise funds are used to account for those operations that are financed and operated in a manner similar to private business or where the Board has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. Enterprise funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. In accounting and reporting for its proprietary operations, the Agency does not apply applicable FASB Statements and Interpretations issued after November 30, 1989.

Revenues are reorganized when they are earned and expenses are recorded at the time liabilities are incurred.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Agency enterprise fund are charges to customers for tipping fees. Investment income is reported as a non-operating item as this activity is not considered the result of the Agency's principal ongoing operations of providing municipal landfill services.

Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. As a general rule, the effect of internal activity has been eliminated from the statement of activities.

Government Wide and Fund Financial Statements. The Agency is a single purpose government entity and has only business-type activities. In the government-wide statement of net assets, activities are presented on a consolidated basis and are reflected on the full accrual, economic resource basis, which incorporates long-term assets, and receivables as well as long-term debt and obligations.

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates in these financial statements include the provision for annual depreciation and the estimated landfill liability for closure and postclosure costs.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Policy on Use of Restricted and Unrestricted Resources. When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Investments. Cash and investments, including restricted investments, is pooled into one common account maintained by the City of Santa Fe, the Agency's fiscal agent, in order to maximize investment opportunities. The Agency's monies deposited in the pooled cash account have equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at month end. Cash and cash equivalents is considered to be a share of the City's pooled cash and short-term investments with original maturities of three months or less from the date of acquisition.

Effective July 1, 1997, the Agency adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, which requires governmental entities, including governmental external investment pools, to report certain investments at fair value on the statement of net assets and recognize the corresponding change in the fair value of investments in the year in which the change occurred. In accordance with GASB Statement No. 31, the Agency has stated certain investments at fair value.

Net Assets. The government-wide fund financial statements utilize a net asset presentation. Net assets are categorized as investment in capital assets, restricted and unrestricted.

Investment in Capital Assets - is intended to reflect the portion of net assets which are associated with non-liquid, capital assets less outstanding capital asset related debt. The Agency did have related debt during the year ended June 30, 2012.

Unrestricted Net Assets - represents the excess of total assets over total liabilities and net assets invested in capital assets at June 30, 2012. These are amounts not restricted for any purpose.

Capital Assets. Capital assets are recorded at cost. The Agency does not have any internally developed software as part of its fixed assets. Property, plant, and equipment donated to the operations are recorded at their estimated fair value at the date of donation. The Agency's policy is to capitalize all assets with a cost of \$5,000 or greater.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of proprietary funds fixed assets is reflected in the capitalized value of the asset constructed.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Landfill	100
Landfill development costs	20
Buildings	30
Cells	2-5
Furniture and fixtures	10
Machinery and equipment	4-10
Vehicles	7-10
Data processing equipment	3
Software	10

Capitalized landfill costs include expenditures for land, permitting costs, and preparation costs. These expenses are categorized as landfill, landfill development costs, and cells.

The landfill consists of the cost of the entire land area to be utilized for all future solid waste disposals. Landfill development costs include planning, site preparation, land improvements, and infrastructure expenditures for the current 20-year plan.

Preparation costs related specifically to cell development are amortized as the airspace of the related cell is consumed, generally over not more than two to five years. A change in estimate for landfill depreciation during the fiscal year ending June 30, 2012 resulted in a decrease in net income of \$544,183.

Accrued Liabilities. Accrued liabilities consist primarily of accrued salaries, wages, and benefits.

Long-Term Obligations. Long-term debt is reported as a liability of the Agency on the balance sheet. Bond premiums and discounts, as well as issuance costs are deferred and amortized over the life of the notes using the effective interest method.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Compensated Absences. It is the Agency's policy to permit employees to accumulate earned but unused vacation, compensatory hours, and sick pay benefits. Compensated absences are those absences for which employees will be paid, such as vacation, sick leave, and overtime. A liability for compensated absences that are attributable to services already rendered and that are not contingent on a specific event that is outside the control of the Agency and its employees is accrued as employees earn the right to the benefits. Sick leave may be sold back to the Agency by an employee at time of retirement for one-half the applicable hourly rate for that employee. Compensated absences are recorded as an expense and a liability of the Agency.

Tipping Fees. The Agency has established a tipping fee schedule based on solid waste tonnage. Effective July 1, 2011 through June 30, 2012, the fee for solid waste ranges from \$37.50 - \$47.50 per ton at the Caja Del Rio landfill and the Buckman Road Recycling and Transfer Station. For green waste, the fee is \$20 per ton. Fees for immediate or special handling range from \$77.50 to \$160 depending on the type of load.

The Agency also processes waste from the public. The fees for public waste depend upon the type of load for autos, pickups, commercial self-haulers, vehicles and tires. The Agency waives conventional recycling fees for the City of Santa Fe and Santa Fe County residents and businesses and for those utilizing vehicles less than 10,000 GVW. Fees for vehicles in excess of 10,000 GVW outside Santa Fe County are \$20 per ton.

NOTE B - BUDGET BASIS OF ACCOUNTING

The Agency prepares its budget on the modified accrual basis of accounting. The budget includes both the proposed City and County portions and requires approval from both the City Council and the Santa Fe County Commission. The budget must also be approved by the Agency's Board of Directors. The budget and any adjustments are subject to the regular budget requirements and cycles of the City and the County. Budgetary control is at the fund level.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE C - CASH AND INVESTMENTS

The Agency does not have a separate bank account. Cash and investments consist of \$16,005,841 invested in a cash and investment pooled account maintained by the City of Santa Fe. The City invests its pooled cash into US Government securities, repurchase agreements, municipal bonds, certificates of deposit, the State Treasurer's investment pool, and US Government security mutual funds. Please refer to the Comprehensive Annual Financial Report for the City of Santa Fe, New Mexico for the disclosure information regarding the custodial credit risk and other risks that may apply. That report may be obtained from the City by contacting the Finance Department Director at 200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909.

In accordance with GASB Statement No. 31, the Agency has stated investments at fair value at June 30, 2012.

Investment income comprises the following at June 30, 2012:

Interest	\$ 108,732
Net loss in fair value of investments	 (2,728)
	\$ 106,004

At June 30, 2012, the Agency has Board undesignated, internally designated, and restricted cash and investments for the following purposes:

Undesignated cash and investments	\$ 3,575,877
Internally designated:	
Emergency cash reserves	 477,704
Equipment replacement	2,082,730
Closure and postclosure	3,422,015
Cell development	1,937,846
Gas collection system	476,604
Insurance deductibles	102,450
Landfill repermitting	465,896
Construction in progress	 8,682
Total designated cash and investments	8,973,927

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE C - CASH AND INVESTMENTS - CONTINUED

Restricted cash and investments:	
Closure and postclosure care	3,355,592
Debt service	100,445
Total restricted cash and investments	3,456,037
Total cash and investments	\$ 16,005,841

Cash reserves in the amount of \$3,355,592 have been restricted for the purpose of paying for estimated landfill and transfer station closure costs as described in Note M.

NOTE D - ACCOUNTS RECEIVABLE

Accounts receivable of \$504,710 represents billings for tipping fees to third-party users and sales of rock through June 30, 2012. Allowance for doubtful accounts totals \$295,229. The following shows the balances due from the five largest customers and the other customers in total as of June 30, 2012.

L & L Portables and Waste Service	\$ 295,229
City of Santa Fe	226,897
Waste Management	125,565
Santa Fe Waste Service	54,888
Santa Fe County	52 ,69 6
Others	44,664
	799,939
Less allowance for uncollectible accounts	 (295,229)
Accounts receivable (net)	\$ 504,710

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE E - CAPITAL ASSETS

	Beginning Balance	· ·		Ending Balance
Capital assets, not being depreciated:				
Construction in progress	\$ 352,302	\$ 993,028	\$ -	\$ 1,345,330
Capital assets, being depreciated:				
Landfill	3,014,075		-	3,014,075
Landfill development cost	6,281,341	-	-	6,281,341
Land improvements	334,215		-	334,215
Cells	16,574,118		-	16,574,118
Buildings and structures	2,572,451	-	-	2,572,451
Furniture and fixtures	1,060	•	-	1,060
Equipment and machinery	9,317,687	370,549	(161,320)	9,526,916
Vehicles	598,424	-	(83,403)	515,021
Data processing equipment and software	56,603	5,115	-	61,718
	38,749,974	375,664	(244,723)	38,880,915
Less accumulated depreciation:				
Landfill	(391,825)	(30,142)	-	(421,967)
Landfill development cost	(4,422,746)	(314,067)	-	(4,736,813)
Land improvements	(334,215)	-	-	(334,215)
Cells	(13,000,436)	(1,613,418)	-	(14,613,854)
Buildings and structures	(713,319)	(69,703)	-	(783,022)
Furniture and fixtures	(1,059)	•	-	(1,059)
Equipment and machinery	(6,543,612)	(799,324)	131,727	(7,211,209)
Vehicles	(460,482)	(27,391)	82,828	(405,045)
Data processing equipment and software	(35,612)	(6,763)		(42,375)
	(25,903,306)	(2,860,808)	214,555	(28,549,559)
Total capital assets being depreciated, net	12,846,668	(2,485,144)	(30,168)	10,331,356
Total capital assets	\$ 13,198,970	\$ (1,492,116)	\$ (30,168)	\$ 11,676,686

Depreciation expense for capital assets for the fiscal year ended June 30, 2012 was \$2,860,808.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE F - LONG-TERM DEBT AND OTHER LONG-TERM LIABILITIES

In June 2008, the Agency received a loan from the New Mexico Finance Authority in the amount of \$1,000,000 for Cell 4 development. The interest rate ranged from 2.150% - 3.120%. The loan is payable from pledged net revenues of the Agency and is unsecured. Annual debt service required for the Agency loan to maturity is as follows:

Year Ended June 30,	Principal			
2013	\$	211,496		
Total	\$	211,496		

On March 13, 2009, a loan with the New Mexico Environment Department (NMED) was finalized in the amount of \$1,896,644. Funds were used for cell construction 4B in fiscal year 2009. The loan interest rate is set at 3% with debt service scheduled over five years. The loan is payable from the pledged revenues of the Agency and is unsecured. Annual debt service required for the NMED loan to maturity is as follows:

Year Ended June 30,	Principal				
2013 2014	\$	390,367 402,078			
Total	\$	792,445			

Long-term liability activity for the year ended June 30, 2012 was as follows:

	utstanding ne 30, 2011	A	dditions	Reductions		utstanding ne 30, 2012	Due Within One Year
Notes payable	\$ 1,588,276	\$	-	\$ (584,335)	\$	1,003,941	\$ 601,863
Landfill deposits	20,700		-	-		20,700	•
Estimated liability for landfill closure costs	2,932,779		274,397	-		3,207,176	-
Estimated liability for transfer station closure costs	-		148,416	-		148,416	-
Compensated absences	 144,734	_	96,685		_	241,419	50,657
Business-type activity	\$ 4,686,489	\$	519,498	\$ (584,335)	\$	4,621,652	\$ 652,520

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE G - ECONOMIC DEPENDENCE AND RELATED PARTY TRANSACTIONS

The Agency is economically dependent on three customers related to tipping fee and recycle revenue. These customers account for 77% of the tipping fee revenue as of June 30, 2012. These customers are City of Santa Fe, Waste Management of New Mexico, and Santa Fe County.

Accounts receivable of \$504,710 as of June 30, 2012 includes related party receivables from the City of Santa Fe and Santa Fe County of \$226,897 and \$52,696, respectively.

NOTE H - RISK MANAGEMENT

The Agency is insured through the City of Santa Fe under the same policy for general liability and pollution legal liability with a deductible of \$25,000 for each occurrence.

Auto, machinery, equipment, and building are covered through the City of Santa Fe's policies and are subject to deductibles and self-insured retentions under the City's commercial coverage. The auto property damage deductible is \$25,000 and the property deductible is \$75,000. The City is self-insured for the first \$50,000 of liability per claim.

The Agency participates in the Santa Fe Health Fund and the Workers' Compensation Fund, which are self-insured programs administered by the City of Santa Fe. The Agency makes pro rata payments to the City based on actuarial estimates of the amounts needed to pay prior year and current year claims and to establish a reserve for catastrophic losses.

The Santa Fe Health Fund accounts for the self-insured program for employee health and major medical benefits. Claims are handled by a professional third-party claims administrator. The City maintains specific stop loss coverage for individual claims in excess of \$250,000 with a \$1,000,000 statutory limit.

The Workers' Compensation Fund accounts for the self-insured program and for workers' compensation coverage. Claims are handled by a professional, third-party claims administrator. The City maintains specific stop loss coverage for individual claims in excess of \$600,000 with a \$1,000,000 statutory limit. There was no reduction in amount of coverage for 2012.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE I - PENSION PLAN - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION

Plan Description. Substantially all of the Agency's full-time employees participate in a public employee retirement system authorized under the Public Employees Retirement Act (Chapter 10, Article 11 NMSA 1978). The Public Employees Retirement Association (PERA) is the administrator of the plan, which is a cost-sharing multi-employer defined benefit retirement plan. The plan provides for retirement benefits, disability benefits, survivor benefits, and cost of living adjustments to plan members and beneficiaries. PERA issues a separate, publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to PERA, P.O. Box 2123, Santa Fe, NM 87504-2123. The report is also available on PERA's website at www.pera.state.nm.us.

Funding Policy. The Agency possesses their own PERA plan identification number; however, the Agency contributes to the plan through the City of Santa Fe, as its fiscal agent, and is under the same state statutes as the City. State statute requires that plan members contribute 13.15%. The Agency is required by state statute to contribute 9.15%. In addition, the Agency elected to utilize the 75% pick-up provision allowed by state statute thereby contributing 19.0125% to the employees' 3.2875% contribution.

The contribution requirement for plan members and the Agency is established under Chapter 10, Article 11 NMSA 1978. The requirements may be amended by acts of the legislature. The Agency contributions to PERA for the fiscal years ended June 30, 2012, 2011, and 2010 in the amounts of \$281,286, \$282,523, and \$278,969, respectively, which equal the amount of the required contributions for each fiscal year.

NOTE J - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) - RETIREE HEALTH CARE PLAN

Plan Description. The Agency contributes to the New Mexico Retiree Health Care Fund, a cost-sharing multiple-employer defined benefit post employment healthcare plan administered by The New Mexico Retiree Health Care Authority (RHCA). The RHCA provides health care insurance and prescription drug benefits to retired employees of participating New Mexico government agencies, their spouses, dependents, and surviving spouses and dependents. The RHCA Board was established by the Retiree Health Care Act (Chapter 10, Article 7C, NMSA 1978). The Board is responsible for establishing and amending benefit provisions of the healthcare plan and is also authorized to designate optional and/or voluntary benefits like dental, vision, supplemental life insurance, and long-term policies.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE J - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) - RETIREE HEALTH CARE PLAN - CONTINUED

Eligible Retirees are: 1) retirees who make contributions to the fund for at least five years prior to retirement and whose eligible employer during that period of time made contributions as a participant in the RHCA plan on the person's behalf unless that person retires before the employer's RHCA effective date, in which event the time period required for employee and employer contributions shall become the period of time between the employer's effective date and the date of retirement; or (2) retirees defined by the Act who retired prior to July 1, 1990; 3) former legislators who served at least two years; and 4) former governing authority member who served at least four years.

The RHCA issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for the post employment healthcare plan. The report and further information can be obtained by writing to the Retiree Health Care Authority at 4308 Carlisle Blvd. NE, Suite 104, Albuquerque, NM 87107.

Funding Policy. The Retiree Health Care Act (Section 10-7C-13 NMSA 1978) authorizes the RHCA Board to establish the monthly premium contributions that retirees are required to pay for healthcare benefits. Each participating retiree pays a monthly premium according to a service based subsidy rate schedule for the medical plus basic life plan, plus an additional participation fee of five dollars if the eligible participant retired prior to the employer's RHCA effective date or is a former legislator or former governing authority member. Former legislators and governing authority members are required to pay 100% of the insurance premium to cover their claims and the administrative expenses of the plan. The monthly premium rate schedule can be obtained from the RHCA or viewed on their website at www.nmrhca.state.nm.us.

The Retiree Health Care Act (Section 10-7C-15 NMSA 1978) is the statutory authority that establishes the required contributions of the participating employers and their employees. During the fiscal year ended June 30, 2012, the statute required each participating employer to contribute 1.834% of each participating employee's annual salary; each participating employee was required to contribute .917% of their salary. In the fiscal year ending June 30, 2013, the contribution rates for employees and employers will rise as follows:

Fiscal Year	Employer Contribution Rate	Employee Contribution Rate

FY13 2.000%

1.000%

Also, employers joining the program after January 1, 1998 are required to make a surplusamount contribution to the RHCA based on one of two formulas at agreed-upon intervals.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE J - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) - RETIREE HEALTH CARE PLAN - CONTINUED

The RHCA plan is financed on a pay-as-you-go basis. The employer, employee, and retiree contributions are required to be remitted to the RHCA on a monthly basis. The statutory requirements for the contributions can be changed by the New Mexico State Legislature.

The Agency's contributions to the RHCA for the years ended June 30, 2012, 2011, and 2010 in the amounts of \$27,420, \$25,011, and \$19,260, respectively, equal the required contributions for each year.

NOTE K - FISCAL AGENT AGREEMENT

In January 1996, the Agency entered into an agreement with the City of Santa Fe to act in the capacity as fiscal agent for the Agency. Duties of the City include maintaining fiscal records, establishment of a uniform system of accounts, receiving and recording cash deposits, providing accountability of all disbursements, recording accounts receivable, recording fixed assets, maintaining a general ledger, and preparing financial statements. The City also provides services to review bids, make bond payments, and maintain personnel and payroll records.

The agreement states that the City may be compensated for services provided by administrative staff. The City uses calculations in a manner similar to its method to allocate general fund services to its enterprise funds to determine these administrative costs. The administrative costs allocated to the Agency for the fiscal year ended June 30, 2012 were \$81,624.

NOTE L - CONTINGENCIES AND COMMITMENTS

On September 2, 2005, the Agency entered into a lease agreement with the City of Santa Fe for a transfer station. The term of this lease commenced on August 1, 2005 and will terminate on August 1, 2015. Annual lease payments are \$24,000 plus a quarterly variable payment of 2% of gross revenues generated by the Agency at this transfer station are required by the lease.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE M - CLOSURE AND POSTCLOSURE CARE COST

State and federal laws and regulations require the Agency to place a final cover on its regional landfill site when it stops accepting waste to perform certain maintenance and monitoring functions at the site for 30 years after closure. Closure and postclosure care costs are recognized throughout the initial 20-year period of operation based on the amount of the landfill used during the year.

The estimated liability for landfill closure and postclosure costs has a balance of \$3,207,176 as of June 30, 2012, which is based upon approximately 56% usage of the landfill. The Agency will recognize the remaining estimated cost of closure and postclosure care (total of \$5,771,596) between the date of the balance sheet and the date showing the cost of hiring a third-party to close the largest area of the landfill (64.9 acres) at any time during the active life when the extent and manner of its operation would make closure the most expensive. The remaining landfill capacity is 10 years. The Agency expects to close the initial 20-year permitted area in 2022, and will seek additional permits for future cells before the current cell closes or by 2015. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.

In accordance with GASB Statement No. 18, the estimated total current cost of closure and postclosure care is applied to the percentage of the landfill consumed to date (56% as of June 30, 2012), resulting in a liability for landfill closure costs of \$3,207,176 as of June 30, 2012. The estimated liability for landfill closure and postclosure costs was increased primarily due to inflationary adjustments to closure and postclosure costs estimates of 3%. No other conditions or factors were changed. The overall liability increased by \$274,397. The amount of land considered as able to receive solid waste during the current operating life is 64.9 acres. The cost estimates for the entire disposable acres (76.8 acres) is \$6,868,467.

The estimated liability for the closure costs for the Buckman Road Recycling and Transfer Station (BuRRT) has a balance of \$148,416 as of June 30, 2012. As the Agency is leasing the BuRRT facility from the City of Santa Fe, upon the expiration of the lease management considers it to be the responsibility of the Agency to clean up all material on site. The estimated liability includes the cost of hiring a third party to clean up and dispose of all materials, end products, trash and solid waste expected to be on hand. The estimate also includes the costs of an independent project manager and contract administrator. Costs related to postclosure care are not expected to be incurred.

The Agency is required by State and federal laws and regulations to make annual contributions to a trust to finance closure and postclosure care. Management believes the Agency is in compliance with these requirements, and, at June 30, 2012, investments of \$3,355,592 are held for these purposes. These are reported as restricted assets on the balance sheet. The Agency expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or

NOTES TO FINANCIAL STATEMENTS - CONTINUED

June 30, 2012

NOTE M - CLOSURE AND POSTCLOSURE CARE COST - CONTINUED

additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs may need to be covered by charges to future landfill users or from future tax revenue.

NOTE N - BASALT ROCK INVENTORY AND SALES

The Agency entered into an agreement effective January 17, 2008 with the Contractor assisting with quarry and cell construction within the Caja Del Rio Landfill in which the Contractor performs excavation and basalt rock blasting and removal. The Contractor is permitted to separate or crush the basalt rock removed from the cells into their own custom product to be sold to local vendors. The Contractor shall pay the Agency \$1.50 per ton of basalt rock that is sold and removed from the Caja Del Rio landfill. The Contractor shall pay the Agency \$1.50 per ton of basalt rock that is sold and removed from the Caja Del Rio Landfill. As the Agency does not have mineral rights on the Caja Del Rio Landfill, they have a royalty agreement with the Bureau of Land Management (BLM) in which \$0.69 of each ton of basalt rock sold is paid by the Agency to BLM. Basalt revenues and royalty fees related to the sale of basalt rock were \$90,398 and \$42,099, respectfully, during the fiscal year ended June 30, 2012.

There was an estimated 100,000 tons of basalt rock with a net value of approximately \$81,000 available for sale as of June 30, 2012.

NOTE O - SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Agency recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Agency's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet, but arose after the balance sheet date and before financial statements are available to be issued. Significant subsequent events may be disclosed as appropriate.

The Agency has evaluated subsequent events through December 3, 2012, which is the date the financial statements are available to be issued. In September 2012, the Agency completed construction of a Household Hazardous Waste Collection Facility.

SUPPLEMENTARY INFORMATION

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS, BUDGET TO ACTUAL (NON-GAAP BASIS)

Year ended June 30, 2012

	Budgeted Amounts							
		Original	Final		Actual		Variance	
Operating Revenues:								
User fees	\$	6,975,000	\$	6,975,000	\$	7,539,284	\$	564,284
Other revenue		6,000_		6,000		101,149		95,149
Total operating revenue		6,981,000		6,981,000		7,640,433		659,433
Operating Expenses:								
Salaries, wages, and benefits		2,613,616		2,692,416		2,414,394		278,022
Contractual services and utilities		712,346		974,970		635,236		339,734
Repairs and maintenance		578,000		569,125		386,782		182,343
Supplies		545,489		546,203		443,989		102,214
Capital outlay - inventory exempt items		280,000		2,144,580		1,381,548		763,032
Insurance		95,205		95,205		83,720		11,485
Bad debt expense		-		-		34		(34)
Claims and judgments		-		-		-		•
Other		553,124		542,384		534,031		8,353
Total operating expense		5,377,780		7,564,883		5,879,734		1,685,149
Excess (deficiency) of operating revenues								
over operating expenditures		1,603,220		(583,883)		1,760,699		2,344,582
Non-Operating Revenue (Expenses):								
Investment income		101,320		112,320		106,004		(6,316)
Interest expense		(632,236)		(632,236)		(41,375)		590,861
Total non-operating revenues (expenses)		(530,916)		(519,916)		64,629		584,545
Excess (deficiency) of revenues over expenditures								
and other uses, non-GAAP basis		1,072,304		(1,103,799)	\$	1,825,328	\$	2,929,127
Prior year fund balance required								
to balance the budget (budget surplus)		(1,072,304)		1,103,799				
	<u>\$</u>	-	\$	· <u>.</u>				

RECONCILIATION OF BUDGET AND ACTUAL (NON-GAAP BASIS) TO THE STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS

Year ended June 30, 2012

Excess (deficiency) of revenues over expenditures and other uses, non-GAAP basis	\$ 1,825,328
Depreciation expense not budgeted	(2,860,808)
Gain on disposal of capital assets not budgeted for	48,499
Increase in liability for landfill and transfer station closure costs	(422,813)
Capital expenditures recorded as a budgetary expense	1,368,692
Change in net assets	\$ (41,102)

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CERTIFIED PUBLIC ACCOUNTANTS CONSULTANTS

ATKINSON & CO. LTD.
4501 AMERICAS PKWY NE
SUITE 700
ALBUOUEROUE, NM 87110

T 505 843 6492 F 505 843 6817 ATKINSONCPA, COM

PO BOX 25246 ALBUQUERQUE, NM 87125

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Hector H. Balderas, State Auditor and Board of Directors Santa Fe Solid Waste Management Agency

We have audited the financial statements of the business-type activities and the budgetary comparison statement listed as supplemental information of the Santa Fe Solid Waste Management Agency (the Agency), as of and for the year ended June 30, 2012, and have issued our report thereon dated December 3, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Governmental Auditing Standards*, and which is described in the accompanying schedule of findings and responses as item 12-01.

The Agency's response to the finding indentified in our audit is described in the accompanying schedule of findings and responses. We did not audit the Agency's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, others within the Agency, the fiscal agent, the Office of the State Auditor, the New Mexico Legislature, the Department of Finance and Administration, and applicable federal grantors, and is not intended to be and should not be used by anyone other than these specified parties.

Atkinson &Co., Ltd.

Albuquerque, New Mexico December 3, 2012

SCHEDULE OF FINDINGS AND RESPONSES

June 30, 2012

I. SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued: Unqualified

INTERNAL CONTROL OVER FINANCIAL REPORTING

Material weaknesses identified?

Significant deficiencies identified not considered to be material weaknesses?

COMPLIANCE AND OTHER MATTERS

Noncompliance material to the financial statements noted?

II. CURRENT YEAR FINDINGS

Financial Statement Findings Required by Government Auditing Standards

12-01 Sales of Recyclable Goods and Related Receivables

III. STATUS OF PRIOR YEAR FINDINGS

None

SCHEDULE OF FINDINGS AND RESPONSES - CONTINUED

June 30, 2012

Financial Statement Findings Required by Government Auditing Standards

12-01 Sales of Recyclable Goods and Related Receivables (Control Deficiency)

Condition:

Sales of recyclable goods are not recorded as accounts receivable and revenue in the general ledger at the time the revenue is earned. Sales of recycled goods are recorded on the cash basis which is not a generally accepted basis of accounting.

Criteria:

Generally accepted accounting principles in the United States of America requires revenues to be recorded when the revenue is earned, which is at the time of sale, rather than the point of collection.

Cause:

Sales and receivables of recyclable goods are tracked on a manual spreadsheet, which is not reconciled to the actual cash receipts recorded in the general ledger.

Effect:

Accounts receivable may be understated at June 30, 2012. Revenues may have been understated for FY2012 amounts that were not collected until FY2013, as well as a potential overstatement for sales that took place during FY2011 and were not collected until FY2012.

Recommendation:

Atkinson recommends that management change the method of recording sales of recyclable goods to the modified accrual basis. This would involve recording sales and corresponding receivables in the general ledger at the time of sale. The receivable balances would then be reduced at the time of receipt of payment. Any differences between the receivable and the cash collected can be easily adjusted at the time of collection.

Management's Response:

The Agency will recognize the recyclable revenue at the time when the recycle materials are accepted by the vendor and the sale is final.

FINANCIAL STATEMENT PREPARATION AND EXIT CONFERENCE

June 30, 2012 -

* * * * :

The basic financial statements have been prepared by Atkinson & Co., Ltd. with the assistance of the Agency. The content in this report is the responsibility of the Agency. An exit conference was held on November 29, 2012 and attended by the following:

For Atkinson & Co., Ltd.:

Martin E. Mathisen, CPA, CGFM James L. Hartogensis, CPA, CGFM Shareholder/Audit Director Senior Audit Manager

For the Santa Fe Solid Waste Management Agency:

Randall Kippenbrock, P.E. Commissioner Virginia Vigil Angelica G. Salazar Executive Director
Board Chairperson
Accounts Coordinator

For the City of Santa Fe:

Teresita Garcia

Assistant Finance Director

For Santa Fe County:

Molly Saiz

Accounting Oversight Manager

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ALBUQUERQUE, NM T505 843 6492 F505 843 6817 RIO RANCHO, NM T 505 891 8111 F 505 891 9169

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ATKINSON & CO. LTD. T 505 843 6492 6501 AMERICAS PARKWAY NE F 505 843 6817 SHITE 700 ALBUQUERQUE, NM 87110

ATKINSONCPA.COM

PO BOX 25246 ALBUQUERQUE, NM 87125

To the Board of Directors Santa Fe Solid Waste Management Agency

We have audited the financial statements of the business-type activities, and the aggregate remaining fund information of Santa Fe Solid Waste Management Agency for the year ended June 30, 2012, and have issued our report thereon dated December 3, 2012. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 19, 2012. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Santa Fe Solid Waste Management Agency are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2012. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the Depreciation of Equipment is based on a specialist's recommendation for estimated useful lives. The cat, tractor, and cell equipment is specialized and does not have standard estimated useful lives. We evaluated the key factors and assumptions used, by the specialist, to develop the estimated useful lives in determining that it is reasonable in relation to the financial statements taken as a whole.

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Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of accrued landfill liabilities in Note A to the financial statements, which include closure and post closure costs.

Allowance for bad debts was incurred during fiscal year 2011 in relation to a certain trade customer (L&L Portable Waste Services). The balance of the receivable continues to be provided for in the allowance which is reasonable and prudent.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 3, 2012.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We call your attention to the finding in the financial statement in relation to the sales of material on a cash basis of accounting for recyclables rather than an accrual basis. Management has responded to this finding.

This information is intended solely for the use of the Board of Directors and management of Santa Fe Solid Waste Management Agency and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Atkinson & Co., Ltd.

5m SI 2 O III

Albuquerque, New Mexico December 3, 2012

Santa Fe Waste Solid Waste Management Agency SWAMA

Joint Powers Board Meeting

January 24, 2013

Submitted to State Auditor on December 3, 2012

Financial Statements Walk Through

MDA-is a good explanation of some effects for this year and for current plans next year pg-5-11

Comparison of 2012 to 2011 for Operations page 9

Budgeted e expense increase in 2012 discussed page 8

Very close to breakeven page 9

L+L receivable is on the books but provided for page 12

Tipping fee increase, and small tonnage increase, basalt rock sales-page 8

Depreciation less pg 13 PY 3.2MM

Recertification consultants

Items expected to have a significant effect page 10-11

BuRRT liability page 29

Note paid off in 2 years page 24

SAS 114 Letter and Finding

Control Deficiency---cash basis for recycle goods page 35-36

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PERA pro rata recording in FY 15

OPEN

MEMORANDUM

To:

SFSWMA Joint Powers Board

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 14, 2013

Subject:

_, A Resolution Determining Reasonable Request for Approval of Resolution 2013-

Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

BACKGROUND AND SUMMARY:

On November 15, 2012, the Board approved Resolution 2012-1, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency, a part of the requirements under the Open Meetings Act. The Open Meetings Act requires the affected body (Board) to determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body.

In general, Resolution 2013- also includes the following:

- Regular meetings require at least seven days notice in advance of any meeting of a quorum of the Board members.
- Special meetings may be scheduled with at least three days notice prior to the meeting.
- Emergency meetings may be scheduled by the chairperson or majority of the Board with at least a 24-hour advance prior to the emergency meeting. If 24 hours advance notice cannot be given, the notice shall be posted as soon as possible under the circumstances.
- Proposed agendas of all meetings shall be made available before the meetings to Santa Fe County and City of Santa Fe.
- Board members shall have the right to have matters placed on the agenda at their request.
- A Board member may participate in a meeting by conference telephone or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person.

ACTION REQUESTED:

Staffrecommends approval of Resolution 2013	, A Resolution Determining Reasonable Notice
for Public Meetings of the Santa Fe Solid Waste	Management Agency.

Attachment:

Resolution 2013-____, A Resolution Determining Reasonable Notice for Public

Meetings of the Santa Fe Solid Waste Management Agency.

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SANTA FE SOLID WASTE MANAGEMENT AGENCY

RESOLUTION NO. 2013-1

A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

WHEREAS, NMSA 1978, § 10-15-1 et. seq., as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or for the purpose of taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body.

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:

1. Regular, Special and Emergency Meetings shall be held as follows:

- a. Regular Meetings: Regular meetings of the Santa Fe Solid Waste Management Agency (the "Agency") shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the members of the Agency held for the purpose of taking any action within the authority of the Agency. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and the Santa Fe City Clerk's Office at least seven (7) days prior to the public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
- b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and Santa Fe City Clerk's office at least three (3) days prior to the public meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. <u>Emergency Meeting</u>: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices.
- d. Agendas: Proposed agendas of all meetings shall be made available before the meetings at the office to the Santa Fe County Manager, 102 Grant Avenue and Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico. Board members shall have the right to have matters placed on the agenda at their request.
- 2. **BE IT FURTHER RESOLVED,** that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the County

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Courthouse or City Hall. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

- 3. **BE IT FURTHER RESOLVED,** that a member of the Board may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
- 4. **BE IT FURTHER RESOLVED,** that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

PASSED, APPROVED, AND ADOPTED this 24th day of January, 2013.

	SANTA FE SOLID WASTE MANAGEMENT AGENCY
	Approved by:
	Peter Ives, Vice Chair
Approved as to form:	Attest:
Justin W. Miller, Agency Attorney	Yolanda Y. Vigil, Santa Fe City Clerk

MEMORANDUM

To:

SFSWMA Joint Powers Board

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 14, 2013

Subject:

Discussion with Possible Action to Propose and Submit for Approval to the City of Santa Fe and the County of Santa Fe an Amendment to the City/County Landfill Joint Powers Agreement Providing for the Appointment of Alternate

Board Members.

BACKGROUND AND SUMMARY:

On November 18, 1996, the City of Santa Fe and Santa Fe County entered into the City/County Landfill First Amended Joint Powers Agreement.

On December 28, 2000, the City and County entered into the Amendment No. 1 to the City/County Landfill First Amended Joint Powers Agreement to reduce the number of board members from eight to six serving on the Joint Powers Board.

The Agreement allows amendments to be made by written agreement executed by each of the city and county.

The proposed Amendment No. 2 will amend the City/County First Amendment Joint Powers Agreement to allow the City and County to each appoint a member to serve as an alternate in the event one of the three regular members is unable to attend a board meeting. The amendment must be approved by the City and County and subsequently approved by the New Mexico Department of Finance.

ACTION REQUESTED:

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

Attachment: Amendment No. 2 to the City/County Landfill Joint Powers Agreement

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ATTACHMENT

Amendment No. 2 to the First Amended Joint Powers Agreement

AMENDMENT NO. 2

to

CITY/COUNTY LANDFILL FIRST AMENDED JOINT POWERS AGREEMENT

THIS AMENDMENT NO. 2 to the City/County Landfill First Amended Joint Powers Agreement is made and entered into by and between the CITY OF SANTA FE, NEW MEXICO, herein referred to as "CITY," and the COUNTY OF SANTA FE, NEW MEXICO, herein referred to as "COUNTY." This Amendment No. 2 shall be effective as of the date it is approved by the New Mexico Department of Finance and Administration.

RECITALS

WHEREAS, the Santa Fe Solid Waste Management Agency is created and governed by a Joint Powers Agreement between the CITY and COUNTY, entered into pursuant to the Joint Powers Agreements Act, NMSA 1978, §§ 11-1-1 to 11-1-7; and

WHEREAS, the CITY and the COUNTY entered into the City/County Landfill First Amended Joint Powers Agreement on November 18, 1996, attached as Exhibit "A" and made part of this Amendment, and

WHEREAS, the CITY and the COUNTY entered into Amendment No. 1 to the City/County Landfill First Amended Joint Powers Agreement on December 28, 2000, to reduce the number of board members serving on the Joint Powers Board, attached as Exhibit "B" and made part of this Amendment, and

WHEREAS, Section 8.03 <u>Amendment; Effect; Interpretation</u> of the City/County First Amended Joint Powers Agreement allows amendments to be made by written agreement executed by each of the CITY and COUNTY; and

WHEREAS, the purposes of the City/County First Amendment Joint Powers Agreement will be served by providing authority to the CITY and COUNTY to each appoint an alternate member to serve on the Joint Powers Board in the event one of the three regular members is unable to attend a Joint Powers Board meeting; and

NOW THEREFORE, it is agreed by the CITY and the COUNTY that the City/County First Amended Joint Powers Agreement, as amended by Amendment No. 1, be further amended as follows:

- 1. Section 1.02, paragraphs (a) and (b) shall be deleted in their entirety and the following shall be inserted in lieu thereof:
 - a. Three members, each of whom shall be a City Councilor from a different elective district within the City, shall be appointed by the City's Mayor with the approval

of the City Council, and each of which City members shall serve for such a period as may be determined from time to time by the Mayor with the approval of the City Council. The Mayor may appoint, with the approval of the City Council, a fourth member of the City Council to serve as an alternate in the event one of the three regular members is unable to attend a Board meeting.

b. Three members, each of whom shall be a County Commissioner, shall be appointed by the Board of County Commissioners, and each of which County members shall serve for such a period as may be determined and approved from time to time by the Board of County Commissioners. The Board of County Commissioners may appoint a fourth member of the Board of County Commissioners to serve as an alternate in the event one of the three regular members is unable to attend a Board meeting.

Except for the above Amendment No. 2, the City/County First Amended Joint Powers Agreement and Amendment No. 1 shall remain in full force and effect unless expressly amended or modified by Amendment No. 2.

IN WITNESS WHEREOF, the parties have set their hands and seal this day and year set forth below.

CITY OF SANTA FE:
DAVID COSS MAYOR
ATTEST:
YOLANDA Y. VIGIL CITY CLERK
APPROVED AS TO FORM:
GENO ZAMORA
CITY ATTORNEY

SANTA FE COUNTY:
KATHY HOLIAN BOARD OF COUNTY COMMISSIONERS CHAIR
ATTEST:
GERALDINE SALAZAR COUNTY CLERK
APPROVED AS TO FORM:
STEVE ROSS COUNTY ATTORNEY
THIS AMENDMENT HAS BEEN APPROVED BY
State of New Mexico Department of Finance Administration
By:
Date:

EXHIBIT A

City/County Landfill First Amended Joint Powers Agreement

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FIRST AMENDED JOINT POWERS AGREEMENT

THIS FIRST AMENDED JOINT POWERS AGREEMENT ("Agreement"), is entered into pursuant to the Joint Powers Agreements Act, §§11-1-1 through 11-1-7, NMSA 1978 (the "JPA Act"), by and between the City of Santa Fe, New Mexico (the "City"), and the County of Santa Fe, New Mexico (the "County"), as of the Effective Date (as defined below).

RECITALS

- A. Pursuant to Sections 3-48-1 through 3-48-7 NMSA 1978, the City has the power and authority to dispose of solid waste.
- B. Pursuant to Sections 4-56-1 through 4-56-3 NMSA 1978, the County has the power and authority to dispose of solid waste.
- C. It is in the best interests of the citizens of the City and the County that the City and the County jointly undertake to exercise their powers to dispose of solid waste, and thereby provide a more efficient and cost-effective method of solid waste disposal to City and County citizens.
- D. Therefore, the City and the County desire to purchase, permit, construct, operate and maintain a joint regional solid waste disposal facility (the "Facility"), and to establish and be part of a solid waste management agency that will engage in planning. management, and operation, including, maintenance, expansion and closure, as appropriate, of the Facility.
- E. The City and the County desire to equally divide the tasks necessary to acquire the real property on which the Facility will be located (the "Facility Site") and to obtain the appropriate permits for the Facility from the relevant public agencies and authorities.

parties to this agreement.

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- the Agency and the Facility, which budget shall be finalized for recommendation after a public hearing, and which budget shall not be formally adopted or implemented unless and until it is approved by each of the City and the County. However, the City and the County shall have only the power to approve or disapprove the annual budget of the Agency; and shall not have the power to modify the annual budget or approve the budget subject to any conditions. If, for any reason, the Agency fails to have an approved annual budget for a fiscal Agency year as of the first day of that year, the annual budget for the prior fiscal Agency year shall be effective for the subsequent fiscal year until such time as an annual budget is adopted and approved for that subsequent fiscal year.
- (d) Operation of Facility. The power to operate, maintain, repair, replace, expand, and close, as appropriate, the Facility in conformity with the relevant, adopted annual budget, which power shall include, without limitation, the powers to employ personnel, enter into contracts, amend, restate, modify or rescind applications and other documents filed with respect to the Facility with a public agency or entity, and perform any other function necessary for, and incidental to, the operation, maintenance, repair, replacement, expansion, and closure of the Facility; provided, however, that the Facility shall not be expanded or closed, and no actions with respect to the expansion or closure of the Facility shall be taken without the prior approval of each of the City and the County.
- (e) Financing. The power to apply for grants, loans, financial guarantees, and other financial assistance from private or public, including state and federal, agencies, institutions and entities; provided, however, that the Agency shall not obligate itself on a loan or encumber any of the Agency's or the Facility's property or assets unless and until each of the governing bodies of the City and the County approves

such loan or encumbrance. The Agency shall be empowered to adopt revenue bond ordinances in accordance with § 11-1-7 N.M. Stat. Ann. (Michie 1978) and section 3.03 of this agreement so long as any such revenue bond ordinance is duly ratified by ordinance by the governing bodies of each of the City and County.

- (f) Fees. The power to collect from the City, the County, and the residents of the City and the County, solid waste disposal fees as may be necessary or appropriate to operate, maintain, repair, replace, expand or close, as appropriate, the Facility, which fees shall be pursuant to a schedule of fees adopted by the Board after a public hearing and the powers to pledge the fees and other income of the Agency and the Board to the payment of loans, obligations and revenue bonds.
- (g) Enforcement. The power to use any and all legally delegable remedies provided under state statute, City ordinance, or County code for the enforcement of actions by and collection of monies for Agency operations.
- 1.04 Meetings of the Board. The Board shall have at least one regularly scheduled meeting per calendar quarter, unless more or less frequent meetings are set by the Board pursuant to Agency rules and procedures adopted by the Board in accordance with Section 1.03(a). A quorum shall be deemed to be present at each Board meeting if a majority of Board members is present. No action shall be taken at any meeting of the Board unless a quorum is present. A simple majority of Board members who are present at a duly called meeting of the Board at which a quorum is present shall act for the Board with respect to all matters brought before the Board at that meeting.
- 1.05. <u>Tie Votes</u>. If the Board reaches a tie vote at any duly called meeting of the Board at which a quorum is present on any action item within the authority of the Board, as provided by this Agreement, then the matter shall be submitted to arbitration in Santa Fe County, New Mexico, pursuant to the New Mexico Arbitration Act, §§44-7-1

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through 44-7-22 NMSA 1978, and the rules promulgated under that Act, so that the matter is finally decided within sixty (60) days of the date of the Board meeting at which the tie vote occurs. At any time during such sixty (60) day period, the Board may convene a special meeting of the Board for purposes of resolving the issue that caused the tie vote.

Arbitration pursuant to this Section 1.05 shall be before a panel of three (3) arbitrators, one (1) selected by members of the Board appointed by the City, one (1) selected by members of the Board appointed by the County, and the third selected by the other two arbitrators. Any award granted or determination made by two of the three arbitrators shall be the final award and decision of the panel and shall be binding upon the Agency, the Board and the parties, to the extent provided in that decision. Costs associated with arbitration shall be deemed to be operating costs of the Agency payable out of the Agency budget. However, if either of the parties incurs costs associated with an arbitration proceeding, such as legal costs, that party shall be solely responsible for the costs incurred by it unless otherwise determined by the relevant arbitration panel.

2. Operational Structure for the Facility.

- 2.01. Staff Advisory Committee. The City and the County and the Board shall establish a five-member staff advisory committee (the "Staff Committee") which shall be comprised of the Director of Finance for the City, the Director of Finance for the County, the Director of the City's Public Works or Utilities Department, as appropriate, the Director of the County's Public Works or Utilities Department, as appropriate, and the Director. The Director shall serve as chair of the Staff Committee. The Staff Committee shall meet at least once a calendar quarter prior to the regularly scheduled meeting of the Board; and shall make recommendations to the Board on the following:
 - Compliance by the Facility with all applicable laws, rules, and (a)

1.	regulations, including the conditions imposed under the applicable NMED permit for the
2	Facility;
3 .	(b) Costs associated with the Facility and preparation of the Agency's
4	annual budget;
5	(c) Any expansion or closure of the Facility; and
6	(d) Such other matters as may be requested from time to time by the
7	Board.
8	2.02. <u>Citizens Advisory Committee</u> . Within ninety (90) days of the Effective
9	Date, each of the City and the County shall appoint two (2) citizens to a five-member
10	citizens advisory committee (the "Citizens Committee"); and the Director shall serve as
11	chair of the Committee. The Citizens Committee shall meet at least once a calendar
12	quarter prior to the regularly scheduled meeting of the Board; and shall make
13	recommendations to the Board of the following:
14	(a) Compliance by the Facility with all applicable laws, rules, and
15	regulations, including the conditions imposed under the applicable NMED permit for the
16 .	Facility;
17	(b) Costs associated with the Facility and preparation of the Agency's
18	annual budget;
19	(c) Any expansion or closure of the Facility; and
20	(d) Such other matters as may be requested from time to time by the
21	Board.
22	2.03. <u>Use of Facility</u> . Unless otherwise determined by the Board, with the prior
23	approval and consent of the City and the County, only waste generated within the
24	geographic limits of Santa Fe County may be disposed at the Facility by persons operating
25	under express agreements with the Agency.

3. Funding.

3.01. Start-Up Costs. Each of the City and the County shall pay one-half of the amounts required to pay the capital and operating costs associated with the acquisition of, permitting for, construction of, and commencement of operations at, the Facility (the "Start-Up Costs"). What constitutes "Start-Up Costs" with respect to the Facility shall be mutually determined by the parties in accordance with generally accepted accounting principles, consistently applied ("GAAP"). The parties agree that Start-Up costs include, without limitation, the costs associated with acquiring the Facility Site, acquiring property necessary to construct the Facility, permitting the facility, including related consultants costs, and the initial monies necessary to operate the Facility prior to the collection of fees from Facility users. Each party shall pay its share of Start-Up Costs when and as the same become due or, if the Agency has an adopted annual budget, in accordance with the schedule set forth in that budget.

3.02. Operating Costs and Debt Service. In accordance with the approved annual budget for the Agency, the Agency shall expend the revenues (the "Fee Revenues") generated by the collection of fees imposed on the City, the County and other users provided for in section 2.03 supra, for the use of the Facility by each to pay for the Agency's operating costs, any expenses and costs associated with service of the Agency's debt, and all capital costs other than Start-Up Costs. If, for any reason, the Fee Revenues are insufficient to pay the costs associated with the Agency's operations, debt service, and capital improvements (other than those covered by Start-Up Costs), the Board promptly shall notify the City and the County; and each of the City and the County hereby agree to meet, negotiate in good faith and take such steps as may be reasonable and prudent in light of existing circumstances to insure that any deficits accumulated or incurred by the Agency are not allowed to impair the operation, integrity or creditworthiness of the

Agency. However, it is hereby agreed and acknowledged that any debts of the Agency shall not be the debts of the parties hereto and that nothing in this agreement is to be construed as creating an obligation or debt of a public entity which is or may be deemed a violation of New Mexico Law. The terms "operating costs", "debt service costs", and "capital costs" have the meanings assigned to them under GAAP.

3.03. Revenue Bonds. Without limiting the generality of Sections 3.01 and 3.02, funds required for the development, operation, closure and post-closure of the Facility may be generated by the Agency through the issuance of revenue Bonds as authorized by Section 11-1-7 NMSA 1978, or any successor or replacement statute. Revenue Bonds shall be issued pursuant to an ordinance adopted by the Board in accordance with the most restrictive procedures prescribed by state law for adopting revenue bond ordinances by the City or County and which ordinance shall be ratified by ordinance by the governing body of each of the City and County.

4. Facility Director.

- 4.01. <u>Director of the Facility</u>. The Director shall be contracted by the Board pursuant to their duly adopted personnel policy. The salary of, and any employment-related benefits for, the Director will be included in the annual budget for the Agency and will be paid, or provided for, by the Agency. The Director shall remain employed by the Agency at the pleasure of the Board. In the event that the Director is absent, ill, or otherwise unable to fulfill his duties for a protracted period of time, the Board shall select a designee to perform the duties of the Director on an interim basis.
- 4.02. <u>Duties of Director</u>. The duties of the Director shall include, without limitation:
- (a) the management and supervision of the operations of the Facility in accordance with the adopted annual budget of the Agency and in compliance with all

applicable laws, rules, and regulations, including the conditions imposed under the applicable NMED permit for the Facility;

- (b) the negotiation, execution and delivery of agreements, contracts, instruments and other documents in furtherance of the operations of the Facility, subject to the adopted annual budget of the Agency and all applicable laws, rules, and regulations, including the conditions imposed under the applicable NMED permit for the Facility;
- (c) the authority to hire and terminate such personnel as may be required or appropriate to operate and maintain the Facility, subject to the adopted annual budget and personnel rules and administrative manual or procedures adopted by the Agency as well as all applicable laws, rules, and regulations, including the conditions imposed under the applicable NMED permit for the Facility; and
- (d) the insurance of compliance by the Facility with all applicable laws, rules, and regulations, including the conditions imposed under the applicable NMED permit for the Facility.

5. Property.

- 5.01. Property other than the Facility Site. In accordance with its approved annual budget, the Agency may acquire real property and personal property other than the Facility Site and the Facility to implement this Agreement and to operate the Facility. Title to all real and personal property acquired with respect to the Facility, including the Facility Site and the NMED permit for the Facility ("Facility Property"), shall be vested in the Agency. Each of the City, the County, and the Agency shall take all such actions, and shall execute and deliver all such agreements, instruments, and other documents as may be necessary or appropriate to transfer title to all Facility Property to the Agency.
- 5.02. <u>Sale of Facility Property</u>. Upon termination of this Agreement or the conclusion of closure and post-closure activities for the Facility, whichever first occurs,

the City and the County delegate to the Board the power and authority to cause the sale of all Facility Property, other than the Facility Site (unless such sale is pursuant to a termination of this Agreement occasioned by the sale of the Facility and its operations), and shall use the proceeds of such sale to wind up the Agency's operations and affairs. Any sale proceeds remaining after the winding up of the Agency's operations and affairs shall be paid to the City and to the County in equal portions unless either of the County or the City failed to make payments required under Article 3, in which case, payment of sale proceeds shall be in proportion to the amounts contributed by the parties under Article 3. The Board may, in its sole judgment and discretion, make in-kind distributions to the parties in lieu of effecting a property sale and distributing the proceeds; and in-kind payments shall be distributed to the City and to the County in equal portions unless either of the County or the City failed to make payments required under Article 3, in which case, such distribution shall be in proportion to the amounts contributed by the parties under Article 3.

6. NMED Permit; Financial Assurances; Liability for Facility. The City, through its lawful agent, the Director, has contracted with the Contractor to prepare and submit a permit Application for the Facility to the NMED; and the Application has been prepared and submitted to NMED. Each of the City and the County will provide one-half of any financial assurance required with respect to the Facility to obtain a Facility permit from NMED or otherwise to comply with applicable laws, rules and regulations. The Agency shall be liable for all matters and obligations concerning the Facility; provided, however, that if liability arises with respect to the Facility that reasonably can be traced to the use of the Facility by either the City or the County or the respective licensees of either the City or the County, then the user that caused, or whose licensees caused, the liability shall be obligated to pay such liability as and to the extent the Agency is unable to pay such

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liability. The City and the County agree that the Permit may be amended, as appropriate, to reflect the division between the parties of the obligation to provide financial assurance and of liability with respect to the Facility and Facility Site set forth in this Article 6.

7. Term and Termination.

7.01. Term. The date on which this Agreement shall be effective (the "Effective Date") shall be the date on which this Agreement is approved by the New Mexico Department of Finance and Administration. This Agreement shall be effective from the Effective Date through the date of termination, as provided in Section 7.02.

7.02. Termination.

By One Party. Each of the City and the County may terminate this (a) Agreement by delivering notice to the other party and to the Agency of its desire to terminate this Agreement. The Board shall announce its receipt of a termination notice at the regularly scheduled, public meeting of the Board following the day the Board receives the termination notice; and this Agreement will terminate no earlier than eighteen months after the date that the Board notice is announced at a meeting of the Board. Each party shall perform its respective obligations under this Agreement through the date of termination, and thereafter to the extent such obligations properly arise or accrue during the effective period of this Agreement. The terminating party shall have the right to use the Facility for a period of up to five years from the date of termination. Unless otherwise agreed by the City and the County, such post termination use shall be on the terms and conditions set forth in this Agreement. During all times that the Facility is being used jointly by the parties, whether or not this Agreement has terminated, the Board, the Staff Committee and the Citizens Committee shall continue to function as provided in this Agreement.

(b) By Mutual Agreement of the Parties. The parties, by mutual

- (c) Retention of Fiduciary Responsibilities. Each of the parties acknowledges and accepts that it has a fiduciary responsibility with respect to the operation of the Facility and the Agency.
- 7.03 <u>Limitation on Termination</u>. Notwithstanding the provisions in sections 7.01 and 7.02, the parties shall not terminate this Agreement so long as any revenue bonds issued under this Agreement by the Agency are outstanding, i.e. so long as there has not been full payment or defeasance of such revenue bonds.

8. General Provisions.

- 8.01. Review. This Agreement and the operation of the Agency and the Facility shall be reviewed and evaluated jointly by the City and the County on every fifth anniversary of the Effective Date or as deemed necessary by the Board upon the recommendation of the Staff Committee. The review and evaluation may include deliberations concerning the viability of establishing a Solid Waste Authority pursuant to the Solid Waste Authority Act, §§74-10-1 through 74-10-100, NMSA 1978, or any successor or replacement statute.
- 8.02. Records and Audit. As provided in Section 11-1-4 NMSA 1978, the Agency shall be strictly accountable for all receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements, and other financial matters pertaining to the Facility and the Agency, in accordance with GAAP. Each year, the Board shall cause an annual audit of the Agency and the Facility to be performed by an independent certified public accountant; and the audit shall be provided to each of the City and the County and shall be made available to the public.

ATTEST:

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1	Golanda G. Wign	
2	Yolanda Y. Vigil, City Clerk	
3	APPROVED AS TO FORM:	
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5	Saural Shuston MARK BASHAM	
6	Mark Basham, City Attorney	•
7	County	of Santa Fe, New Mexico,
8		\mathcal{D} \mathcal{D} \mathcal{D} \mathcal{D} \mathcal{D}
9 ,	By:	ounty Commissioner
10	Title:	Chairman
11	Date:_	10-23-96
12	ATTEST:	MINIMATER DOLLAR
13 .	10-25-91	
14	County Clerk	
15	APPROVED AS TO FORM:	
16	Denice Brown Kulseta for	SANTA COLLINS
17	Steve Kopelman, County Attorney	
18	THIS AGREEMENT HAS BEEN APPROVED	BY:
19	State of New Mexico	Reviewed by ale I sheem English
20	Department of Finance Administration	Date:
21	By: January	DFA-Local Government Division
22	Date: 11/18/96	Reviewed by: SISAN M. Rolling City
23	Landfill.fin/pad/1002	Date: 11/2/94

DFA-Local Government Division

EXHIBIT B

Amendment No. 1 to the City/County Landfill First Amended Joint Powers Agreement

AMENDMENT NUMBER ONE TO CITY/COUNTY LANDFILL FIRST AMENDED JOINT POWERS AGREEMENT

THIS AMENDMENT NUMBER ONE is made and entered into this 22 day of 2000 by and between the CITY OF SANTA FE, NEW MEXICO, herein referred to as "CITY", the COUNTY OF SANTA FE, NEW MEXICO, herein referred to as "COUNTY", and the SANTA FE SOLID WASTE MANAGEMENT AGENCY, herein referred to as "AGENCY".

RECITALS

WHEREAS, the CITY and the COUNTY entered into the City/County Landfill First Amended Joint Powers Agreement on November 18, 1996, attached as Exhibit "A" and made part of this Amendment, and,

WHEREAS, Section 8.03 <u>Amendment</u>; <u>Effect</u>; <u>Interpretation</u> of the original Agreement allows amendments to be made by written agreement executed by each of the CITY and the COUNTY, and,

WHEREAS, it has been necessary to amend the City/County Landfill First Amended Joint Powers Agreement to reduce the number of board members serving on the Joint Powers Board, and,

NOW THEREFORE, it is agreed by the CITY, the COUNTY, and the AGENCY that the City/County Landfill First Amended Joint Powers Agreement be amended as follows:

- 1. Page 3, Section 1.02, delete paragraphs (a) and (b) in their entirety and insert the following in lieu thereof:
 - (a) Three members, each of whom shall be a City Councilor from a different elective district within the City, shall be appointed by the City's Mayor with the approval of the City Council, and each of which City members shall serve for such a period as may be determined from time to time by the Mayor with the approval of the City Council; and
 - (b) Three members, each of whom shall be a County Commissioner, appointed and approved by the Board of County Commissioners, and each of which County members shall serve for such a period as may be

determined and approved from time to time by the Board of County Commissioners.

Except for the above Amendment, the original City/County Landfill First Amended Joint Powers Agreement shall remain in full force and effect unless expressly amended or modified by the Amendment No.1.

IN WITNESS WHEREOF, the parties have set their hands and seal this day and year set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:
Continue
PAUL DURAN, COUNTY COMMISSIONER
DATE: 2-6-01
CITY OF SANTA FE, NEW MEXICO:
LARKY A. DEZGADO, MAYOR
LARRY A. DELGADO, MAYOR
DATE: 2.2.2001
•
APPROVED AS TO FORM:
PETER DWYER, CITY ATTORNEY

SANTA FE COUNTY, NEW MEXICO:
Ruland D. ang
RICHARD A. ANAYA, CHAIRMAN
DATE: 12/28/00
ATTEST:
REBECCA BUSTAMANTE, SANTA FE COUNTY CLERK
REBECCA BUSTAMANTE, SANTA FE COUNTY CLERK
(Seal)
APPROVED AS TO LEGAL FORM AND SUFFICIENCY:
STEVE KOPELMAN, SANTA FE COUNTY ATTORNEY
STEVE KOPELMAN, SANTA FE COUNTY ATTORNEY
THIS AGREEMENT HAS BEEN APPROVED BY:
State of New Mexico
Department of Finance Administration
By: Mele Aford Azholi
Date: 2 - 16 - 9//

MEMORANDUM

To:

SFSWMA Joint Powers Board

From:

Randall Kippenbrock, P.E., Executive Director

Date:

January 14, 2013

Subject:

Status Report and Possible Action on the Summary of the Community Meeting

Held on January 10, 2013, as Part of the Caja del Rio Landfill Permit Renewal

and Modification.

BACKGROUND AND SUMMARY:

Staff will provide a status report on the January 10, 2013 community meeting held as part of the Caja del Rio Landfill permit renewal and modification. Attached is a summary of the community meeting prepared by consultant CDM Smith.

ACTION REQUESTED:

Staff recommends CDM Smith continue with the preparation of the landfill permit renewal and modification application and consider the comments and concerns provided by the citizens at the community meeting. Staff also recommends CDM Smith apply Option H3 as the design criteria for the lateral and vertical expansion of the landfill.

Attachment: CDM Smith Memo - Summary of the January 10, 2013 Community Meeting

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Memorandum

To:

Randall Kippenbrock, PE, Executive Director, SFSWMA

From:

Danita Boettner, PE

Kelly Collins, PG, CHMM Kerrie Greenfelder, PE

Date:

January 17, 2013

Subject:

Community Meeting Summary - Permit Modification and Renewal

Application

On behalf of the Santa Fe Solid Waste Management Agency (SFSWMA), CDM Smith Inc. (CDM Smith) is preparing the application to renew and modify the operating permit for the Caja del Rio Landfill. As part of the permit renewal and modification process, the agency held a community meeting on January 10, 2013 from 5:30 to 8:00 p.m., at the Nancy Rodriguez Community Center at 1 Prairie Dog Loop, Santa Fe, New Mexico. Lynn Komer of PK Public Relations provided community outreach for the meeting. The outreach completed by PK Public Relations consisted of developing a press release for newspapers and radio, contact neighborhood association members by email, and arranging for a digital highway sign on Caja del Rio Road. SFSWMA was responsible for arranging for distributing the press release to newspapers and radio.

The purpose of the community meeting was to provide information on the proposed landfill modifications and permit process, as well as to gather public comments/concerns about the Caja del Rio Landfill. The community meeting was held early in the permit process so that public comments/concerns can be addressed and alleviated to the extent possible in the permit application. This memo provides a summary of the community meeting, including the reporting of comments and concerns provided by surrounding residents. The community meeting consisted of three segments in different formats in order to reach people with various communication styles. The format of the community meeting was as described in the CDM Smith memorandum titled Community Meeting - Caja del Rio Landfill Permit Renewal and Modification dated December 21, 2012.

Meeting Attendance

A welcoming table was staffed at the entrance to the room of the facility by Lynn Komer. On this welcoming table there was a board that shows the three major "systems" of a landfill: the engineered system, the operating system, and the environmental monitoring system. The staff at the welcoming table invited participants to sign in and to visit each of the landfill system exhibits in

Mr. Randall Kippenbrock, PE January 16, 2013 Page 2

the room to learn about what is involved in each of the systems, how a system is addressed at the landfill and in the permit application, and respond to comments/concerns that have been raised in that area.

A total of 18 people attended the meeting from the SFSWMA, the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB), CDM Smith, PK Public Relations, City and County representatives, and the public. The neighborhood public members in attendance at the meeting were: Andrew Leyba, Caroline Semon, and Larry Lujan (who arrived during the formal presentation). The sign-in sheet for the meeting is provided as **Attachment A**.

Open House - Informational Session

The first segment was in a structured open house format, from 5:30 to 6:30 p.m. The main focus of this segment was to educate and provide information on how landfills are engineered, operated, and monitored. Each of the landfill system exhibits had a CDM Smith representative to discuss information on that system in general and specifically about the Caja del Rio Landfill.

During this session, Andrew Leyba, Caroline Semon, and the representatives from the NMED SWB were escorted through each of the systems to discuss the plans for the Caja del Rio Landfill. Other people from the SFSWMA and County were in attendance to support the community meeting and to listen to the concerns of the neighborhood public members. Information related to each of the systems was provided in a factsheet for participants to take with them.

Formal Presentation - Informational Session

The second segment of the community meeting (6:30 to 7:00 p.m.) was a formal presentation on the permit application process and the SFSWMA Joint Powers Board approved proposals on the lateral and vertical expansion. This presentation included photographic renderings of the Caja del Rio Landfill at the maximum height from four different locations around the landfill.

This session served to be an informative session for all in attendance at the meeting. During this session, Larry Lujan joined the group and listened to the presentation.

Small Group Discussions - Public Input Session

The third segment of the community meeting will be small group discussions of community concerns (7:00 to 8:00 p.m). During this portion of the meeting, Andrew Leyba, Caroline Semon, Larry Lujan, representatives from CDM Smith, and Lynn Komer facilitated, documented and asked clarifying questions in order to obtain the full understanding of public comments and concerns. Attendees from the SFSWMA, NMED SWB, and City/County representatives separated themselves from the group in effort to allow the neighborhood public members to feel comfortable providing feedback on the proposed plans for the facility. A summary of the comments received is provided as **Attachment B**. It should be noted that there were no specific comments regarding the increase in height. The comments expressed concern with the impacts of the operating landfill.

Mr. Randall Kippenbrock, PE January 16, 2013 Page 3

Each of the neighborhood public members were provided comment sheet(s) that can be easily mailed to the SFSWMA (Attn: Randall Kippenbrock). They were also encouraged to provide any follow-up comments via the email address and website provided on the system factsheets.

Recommendations

CDM Smith recommends continued outreach and communication with the public as the renewal and modification application is developed.

cc: File

ATTACHMENT A

COMMUNITY MEETING SIGN-IN SHEET

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA) CAJA DEL RIO LANDFILL PERMIT RENEWAL AND MODIFICATION **COMMUNITY MEETING**

JANUARY 10, 2013 5:30 - 7:30 PM

NANCY RODRIGUEZ COMMUNITY CENTER

1 PRAIRIE DOG LOOP

+ mail address - PRINT-PRINT **SANTA FE, NM 87507**

	Name [please print]	Signature	Email Address [if you would like to receive project updates]
	George Schuman	George Schuma	
	Rondy Watking	Hereby Watter	
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	Larry Luzon	Ig.	77

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA)

CAJA DEL RIO LANDFILL PERMIT RENEWAL AND MODIFICATION **COMMUNITY MEETING**

JANUARY 10, 2013 5:30 - 7:30 PM

NANCY RODRIGUEZ COMMUNITY CENTER

1 PRAIRIE DOG LOOP

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Kelly Collins	Tolly Ch Call	11							
Kerne Greenfelder	AM -	11							
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ATTACHMENT B

COMMENT SUMMARY

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA)

CAJA DEL RIO LANDFILL PERMIT RENEWAL AND MODIFICATION

COMMUNITY MEETING

JANUARY 10, 2013 5:30 - 7:30pm

NANCY RODRIGUEZ COMMUNITY CENTER

1 PRAIRIE DOG LOOP

SANTA FE, NM 87507

Comment Summary

Landfill Expansion

- Expansion adversely affects residents because the landfill will be larger and closer to homes along Caja del Rio Road which will affect property values; the home values may decrease.
- The time has come to consider re-locating the landfill or haul waste to Albuquerque where the tipping fee
 is less.
- The landfill provides good jobs and we should keep the jobs here.
- The landfill has been a good neighbor, particularly since Randall Kippenbrock took over.
- A visual screen, such as a vegetated berm, to hide the expanded landfill may be acceptable for residents.

Landfill Operations

- Accepting special wastes (e.g., sludge, contaminated soils), will impact residents.
- Asbestos waste could blow to resident's homes (asbestos waste is not accepted at the landfill).
- The landfill should not accept out of county waste.
- The landfill produces dust, particularly noticeable on windy days. The landfill has been very responsive to dust concerns by applying additional water for dust control.
- Blasting causes damage, e.g., cracks in homes.
- Noise from the landfill (heavy equipment, trucks, bird cannon) is noticeable starting at 5:00 am.

Environment and Land Use

- The landfill will contaminate the water supply because it is in the same aquifer as water supply wells.
- The landfill has contaminated wells at the golf course and in the area of the landfill.

• The current maintenance building and any future buildings should be painted to that is it does not shine in the sun (e.g., brown).

Sand and Gravel Operations

- The sand and gravel operation (basalt) is unpermitted and increases heavy truck traffic on Caja del Rio Road.
- The crushing operations are loud.

Public Involvement

- There was insufficient notice for this meeting.
- Contact should be made by email to residents.
- Need more community involvement.

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA)

CAJA DEL RIO LANDFILL PERMIT RENEWAL AND MODIFICATION

PUBLIC COMMENTS FROM THE COMMUNITY MEETING

JANUARY 10, 2013

Landfill Expansion

Comment: Expansion adversely affects residents because the landfill will be larger and closer to homes along Caja del Rio Road which will affect property values; the home values may decrease.

Response: While the boundary of the landfill property is not changing, the operational area will expand to be approximately 1500 feet closer to Caja del Rio Road. The agency will explore the feasibility and acceptability of a visual and accustical screen (e.g. a vegetated berm) with our neighbors.

Comment: The time has come to consider re-locating the landfill or haul waste to Albuquerque where the tipping fee is less.

Response: The location and permit acquisition for the Caja del Rio Landfill was the result of a decade long process. It is a benefit to the entire Santa Fe County and City community to use this landfill site to the fullest extent. This benefit is both in terms of return on the investment in this site and eliminating the need to find another landfill site for 70 - 90 years. The use of the other landfills, such as Cerro Colorado Landfill in Albuquerque or Rio Rancho landfills would be counter to the mission of this agency, which includes the "safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County".

Comment: The landfill provides good jobs and we should keep the jobs here.

Response: We agree that our employees are our most important resource. One of the agency's core values is team work: "Always value and respect the contributions of others. Recognize that each individual is essential to our success. Demonstrate understanding and cooperation in every action"

Comment: The landfill has been a good neighbor, particularly since Randall Kippenbrock took over. **Response:** Mr. Kippenbrock has made a concerted effort to make the Caja del Rio Landfill a good neighbor. His attention to community concerns will continue through the operation of the expanded landfill.

Comment: A visual screen, such as a vegetated berm, to hide the expanded landfill may be acceptable for residents.

Response: The agency will explore the feasibility and acceptability of a visual and acoustical screen (e.g. a vegetated berm) with our neighbors.

Landfill Operations

Comment: Accepting special wastes (e.g., sludge, contaminated soils), will impact residents.

Response: The Caja del Rio Landfill currently accepts two types of special waste: sludge (primarily from the Canyon Road Water Treatment Plant and Buckman Regional Water Treatment Plant) and petroleum contaminated soils. The Permit Renewal and Modification Application will add one additional type of special waste: not otherwise specified. The definition of this type of special waste is included in the Solid Waste rules

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as: special wastes that do not have specified disposal requirements (NMAC 20.9.8.18). An example of this type of special waste is car wash sump waste. These types of special wastes are not anticipated to impact residents. They may simply require special handling, such as immediately covering them with dirt.

Comment: Asbestos waste could blow to resident's homes.

Response: The Caja del Rio Landfill does not accept regulated asbestos waste. The Operations Plan for the landfill describes the waste screening procedures that are implemented to ensure asbestos waste is not disposed of at the landfill.

Comment: The landfill should not accept out of county waste.

Response: The Caja del Rio Landfill currently does not accept out of county waste. The agency is considering the possibility of accepting waste from out of the County in the future, which will require approval from the City and County.

Comment: The landfill produces dust, particularly noticeable on windy days. The landfill has been very responsive to dust concerns by applying additional water for dust control.

Response: The landfill, similar to other activities that disturb the soil, is a source of dust on windy days. The Caja del Rio Landfill uses dust control practices, such as wetting down the disturbed soil surfaces to reduce the amount of dust to the extent practicable. Dust control practices are described in the Caja del Rio Landfill Operations Plan, Dust is also created by the sand and gravel activities collocated with the landfill. The agency intends to work with the sand and gravel operator to reduce the dust from those activities on windy days.

Comment: Blasting causes damage, e.g., cracks in homes.

Response: The agency is concerned about reported damage to property associated with blasting at the landfill. In order to understand the issue more completely, the Agency will bring in an expert in geophysics to monitor the impact from blasting. Blasting has not been conducted at the landfill since 2008. The only remaining blasting is to develop the final two landfill cells (Cell 5B/6B). It will be conducted in 2013. After that period, it is anticipated that no further blasting activities will occur at the landfill.

Comment: Noise from the landfill (heavy equipment, trucks, bird cannon) is noticeable starting at 5:00 am. **Response:** The agency has enforced the operating hours to no earlier than 6:00 am. The agency will explore the feasibility of a visual and acoustical screen (e.g. a vegetated berm) to reduce noise from landfill operations.

Environment and Land Use

Comment: The landfill will contaminate the water supply because it is in the same aquifer as water supply wells.

Response: The primary purpose of the engineered foundation of the landfill is to contain waste and to prevent releases of waste to groundwater. The engineered foundation includes a liner and a leachate collection system that is routinely pumped. The landfill has a groundwater monitoring system to detect any groundwater contaminants contributed by the landfill. No contaminants from the landfill have been detected in the monitoring system. However, the groundwater beneath the landfill is not potable due to the naturally occurring arsenic. The Caja del Rio Landfill is located above the same aquifer that supplies water to the City and County. The closest water supply well to the landfill is about 3.75 miles away. At the measured rate of

groundwater flow (1 in/year), it would take on the order of 100,000 years for water from beneath the landfill to reach the closest water supply well.

Sand and Gravel Operations

Comment: The sand and gravel operation (basalt) is unpermitted and increases heavy truck traffic on Caja del

Response: The sand and gravel operations are is an integral part of the landfill operation.

Comment: The crushing operations are loud.

Response: The agency will work with the sand and gravel operator to minimize noise.

Public Involvement

Comment: There was insufficient notice for this meeting.

Response: The agency implemented an outreach strategy for the Community Meeting in mid-December that included:

- Press releases for the meeting that were provided to newspapers and radio stations.
- Email invitations were sent to 7 surrounding neighborhood association email lists.
- Direct emailed invitations to individuals identified by the agency as interested parties.
- Notices were placed in the Las Campanas and Marty Sanchez Links de Santa Fe club houses.
- A digital road sign was placed on Caja del Rio Road announcing the meeting.

Comment: Contact should be made by email to residents.

Response: Invitations for the Community Meeting were emailed to the members of seven neighborhood associations: Las Campanas Owner's Association, La Tierra HOA, Aqua Fria HOA, West Santa Fe HOA, Tano Road HOA, Puesta del Sol HOA, Las Acequias NA.

Comment: Need more community involvement.

Response: Although not required by the Solid Waste rules, the agency will consider additional public involvement activities.

Operational System

COMMUNITY MEETING January 10, 2013 Vigeties of the Emilion essen ijis Enemik

Currently Permitted System

The Caja del Rio Landfill operates Monday through Saturday from 7am to 5pm where certified operators manage the disposal activities at the Caja del Rio Landfill. Operators are trained on a regular basis on various aspects related landfill operations and safety.

Operations are performed as defined in the current landfill permit including: material handling, waste screening, emergency contingency plans, special waste handling, and closure and post-closure care. A synopsis of each of these operational requirements is:

Operations and Material Handling— The landfill area is lined. Registered commercial haulers and self haulers bring waste to the landfill. Waste is unloaded at the working face of the landfill. Heavy equipment is used place waste in a layer before it is compacted. Compaction is accomplished using heavy equipment and is performed in

a manner that minimizes the space used at the facility. Material is placed in layers and covered with clean dirt.

Traffic An average of 90 trucks per day enter the landfill and are directed to the working face on maintained haul roads at the facility. The permanent roads leading to the landfill and crushing operation are paved.

<u>Dust</u> is created as part of landfill operation. Dust at the Caja del Rio landfill is controlled by wetting exposed dirt areas with treated effluent. In the lined area of the landfill, a combination of treated effluent and leachate are used for dust control. Dust is more of an issue on dry, high wind days.

Windblown litter is controlled using wind fencing at the working face of the landfill. In addition, litter crews regularly pick up the litter along surrounding roads and adjacent properties.

Waste Screening- All waste

entering the facility is subject to a screening program implemented by trained SFSWMA staff. When unauthorized waste is identified during waste inspection activities, the material is contained, categorized, and disposed of in a proper manner. Unauthorized waste is immediately reported to the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB).

(Continued on back)



Typical Operational Working Face of the Landfill

Proposed Modifications

The proposed modifications in the operational system are updates to operational plans to provide additional detail required by the 2007 New Mexico Solid Waste Rule requirements (20.9 New Mexico Administrative Code—NMAC).

Special Waste—The application will include the addition of one type of special waste to what is

currently permitted: "special waste not otherwise specified". This would allow wastes like sand from carwash sumps or street sweepings to be disposed at the facility.

This requires a new Disposal Management Plan be provided for "special waste not otherwise specified'. Disposal Management Plans define the requirements for pre-acceptance and characterization; landfill disposal and handling procedures; recordkeeping; employee protection; and safety precautions.

SANTA FE SOLID WASTE

The Agency is committed to be an innovative, responsive, and integrated solid waste organization that provides a safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County while educating the public in the importance of waste diversion programs including waste reduction, recycling, composting, and special waste.

For additional information and to provide input to the development of the permit modification and renewal project, please visit our website or email: info@cajadelrio.com

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Currently Permitted System (Con't)

Emergency Contingency

Plans— All workers are trained on the facility contingency plan. The contingency plan is in place for the safety of workers and surrounding area in the event there are: fires/explosions, detection of landfill gas within onsite structures, spills and releases.

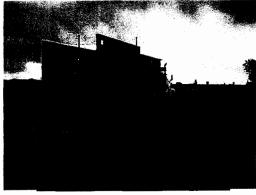
The plan defines the chain of command, emergency notification procedures, equipment to be used in response to an emergency, and contingencies for blasting activities.

Special Waste Handling— Certain non-hazardous special wastes are currently permitted for disposal at the landfill: sludge and petroleum contaminated soil. The special waste is handled and disposed in accordance with NMED SWB approved disposal management plans.

Closure and Post-Closure

Care— Upon closure of various parts of the facility, the SFSWMA is responsible for maintaining the protective cover (e.g. erosion, vegetation) and to perform monitoring activities related to: groundwater, landfill gas, and methane. These activities, including records related to facility operations will occur through a 30-year post-

closure care period.



Registered hauler weighing in

Environmental Monitoring System

COMMUNITY MEETING January 10, 2013 lasiu kondulininguina Where he on the could the Vicio all'ine negoziamination menicangeboteliew

Currently Permitted System

The environmental monitoring in the current landfill permit includes: groundwater, methane, landfill gas, and leachate. A synopsis of each of these monitoring requirements is:

Groundwater-- Three wells are used to sample the groundwater at the landfill. One well is up-gradient of the landfill and it represents the quality of groundwater before it is effected by the landfill. Two of the monitoring wells are located down-gradient of the landfill. The samples taken from these wells are used to determine if the landfill is impacting groundwater. The wells are sampled annually, the results are reported to NMED. The sampling results from the landfill wells has demonstrated that the quality of the groundwater has not been effected by the landfill.

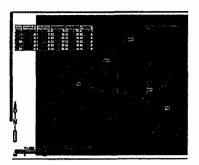
The 3 monitoring wells, plus two additional piezometers (wells only used to measure

water level) are used to measure the depth of the water table beneath the land. These measurements are important in determining what is up-gradient and down-gradient from the landfill. The measurements are also used to determine which direction groundwater is moving and how fast. These measurements show that the groundwater is moving toward the north-northeast at about 0.1 ft/yr. This is consistent with the regional groundwater flow system.

Methane—Landfills produce methane gas as the trash in the landfill decomposes. The Caja del Rio Landfill has 10 methane sampling locations around the northern perimeter of the landfill. These locations were placed in the areas where the edge of the filled area is close to the property boundary. The methane from the landfill is sampled annually. To date, no methane has been detected at the sampling locations.

Landfill Gas – The gas generated at the landfill is collected and burned in a flare. The emissions from the flare, the landfill gas wells, and the cover are monitored on a routine basis under a Title V Operating Permit issued by NMED.

Leachate— Leachate is the liquid formed by decomposition



Groundwater Monitoring Locations

of trash in the landfill. The landfill is built with a leachate collection system located above the landfill liner. The leachate is collected and is either used for dust control on the lined landfill or evaporated

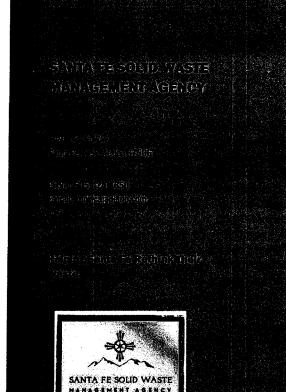
Proposed Modifications

The proposed modifications in the environmental monitoring system are required to accommodate the lateral expansion of the landfill. The monitoring plans for groundwater, leachate, methane, and air will be revised to include the new area during the development of the Permit Renewal and Modification Application.

The environmental site characteristics, such as threatened and endangered species, cultural resources, public and privates wells, floodplains, and subsurface mines and sinkholes have been investigated and found not to exist within or near the expansion area.

A new rule added since the 1994 permit was issued addresses "vulnerable areas".

The landfill is not located in a vulnerable area, as defined by the Solid Waste Rules (NMAC 20.9.2) as: an area within a four mile radius from the landfill where the percentage of economically stressed households greater than the state percentage; the population density is greater than 50 people per square mile, and there are 3 or more facilities with environmental permits.



The Agency is committed to be an innovative, responsive, and integrated solid waste organization that provides a safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County while educating the public in the importance of waste diversion programs including waste reduction, recycling, composting, and special waste.

For additional information and to provide input to the development of the permit modification and renewal project, please visit our website or email: info@cajadelrio.com

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Currently Permitted System (continued)

from a pond at the landfill. The Leachate Collection Plan for the landfill requires that: the volume of leachate produced be measured and reported to the NMED; the leachate be no thicker than 1 foot beneath the landfill, and the leachate must be sampled and analyzed annually. In order to maintain the 1foot thickness of leachate, it is pumped on a monthly basis. The leachate is managed in two ways: 1) it is diluted with effluent from the wastewater treatment plant and used for dust control in the lined area and 2) it is placed on two ponds on site and evaporated. The amount of leachate produced in 2010 was about 10% of the water

used for dust control for the entire landfill.

In addition to the ongoing environmental monitoring, there are a number of other environmental factors that were addressed in the permit application submitted in 1994. The environmental site characteristics were:

- The landfill is not located in the floodplain
- There are no threatened or endangered species in the landfill area
- A survey of cultural resources found no sites that eligible for listing on the National Register of Historic Places

- There are no public water supply wells and private wells within 1000 feet of the landfill
- There are no subsurface mines or sinkholes beneath the landfill



Stormwater drainage swale at the Caja del Rio Landfill

Engineered System

COMMUNITY MEETING January 10, 2013

Currently Permitted System

The engineered system in the current landfill permit includes: compacted subgrade, high-density polyethylene (HDPE) liner, two-foot thick drainage material, leachate collection and management, stormwater management, and closure. A synopsis of each of these engineered systems follows.

The landfill is divided into "cells," or designated area where the solid waste is collected within the permitted landfill boundary. Each cell is built from the following:

Subgrade—each landfill cell starts with a compacted native soil and/or basalt subgrade to serve as a solid foundation for the lined area. The basalt rock that is found beneath the existing area is blasted to achieve the desired cell depth.

HDPE Liner—once the subgrade is prepared, a bottom liner (comprised of 60-mil thick, seamed HDPE material) is laid along the bottom and side-

slopes of the cell. The liner is "anchored" at the top of the cell and joined with the adjacent cell, as applicable. The thick liner prevents the solid waste from coming in contact with the outside soil, and particularly, the groundwater beneath the landfill.

Drainage Material—Atop the liner is a two-foot thick layer of material (composed of soil, basalt, or glass cullet) with high conductivity, or permeability. This engineered material is selected based upon modeling, using site-specific criteria. The drainage material facilitates leachate movement and collection throughout the lined area (refer to next section).

The permitted cells are constructed adjacent to one another such that the common systems (leachate and stormwater management) can be connected to one another. Details for these management systems are as follows.

Leachate Collection and Management— Rainwater that comes in contact with solid waste percolates through the cell. As the water percolates through the solid waste, it may pick up contaminants (including organic and inorganic chemicals, metals, biological waste products of decomposition, etc.). This water is referred to as "leachate" and is typically acidic. The permit-



Caja del Rio landfill

ted cell includes a leachate collection system, which conveys the liquid from the bottom of the landfill cell (above the liner layer) and into an approved leachate storage pond. (continued on back)

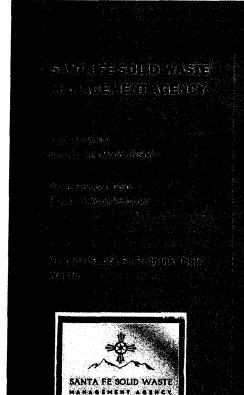
Proposed Modifications

The proposed modifications to the engineered system are related largely to the lateral and vertical expansion of the landfill.

The primary modifications include the design of a new landfill area to the west of the existing permitted area. The expansion includes the BLM Area and a 40-foot vertical increase in height of the current facility. The proposed expansion is expected to increase the life of the facility 70 to 90 years. The increased life is a benefit to the City and County because it postpones the time when a new landfill site must be found and developed.

These seven new cells will be installed in accordance with the existing permit and will include similar subgrade, HDPE liner, and drainage material designs. The BLM area lateral expansion does not include a basalt layer beneath; therefore, further blasting will not be required.

A separate leachate collection system will be constructed for the new cells, (continued on back)



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For additional information and provide input to the development of the permit modification and renewal project, please visit our website or email: info@cajadeiro.com

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Currently Permitted System (continued)

Stormwater Management—
The landfill is engineered to minimize stormwater ponding on the solid waste disposal areas. As such, the storm water management areas are designed to convey the water off the landfill and into designated channels along the perimeter of the site. The stormwater is then conveyed into naturally occurring and/or man-made channels so that it is not retained on the landfill property.

Closure—Once the landfill has expended its useful life, the cells will be "closed" or capped with an engineered system. Details regarding the cap include:

- Cap— three-foot thick compacted soil with very low conductivity, or permeability. This engineered material system is selected based upon modeling, using site-specific criteria. The landfill cap acts as a barrier to slow stormwater movement throughout the lined area.
- Vegetative Layer -The top six-inches of the cap include a seeded or "vegetative" layer, which is placed to promote native plant growth. The vegetation not only acts as a further

barrier to stormwater movement through the cells, but it provides a natural look that matches the surrounding areas.

Proposed Modifications (continued)

but will be conveyed to the existing lined leachate storage pond.

Stormwater management controls will be similar to the existing landfill area and will include engineered channels for stormwater conveyance away from the solid waste disposal areas.

The final, "closed" system will be constructed atop the landfill, similar to the permitted requirements.



Landfill liner installation

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director (R)

Date:

January 14, 2013

Subject: Election of Chair and Vice Chair Positions.

Below are the past chair and vice-chair positions for the Board. Generally, the city and county members of the Board alternate the chair and vice-chair positions. The matter is before the Board for discussion and possible action.

Term	Chair	Vice-Chair
Mar 2012 - Dec 2012	Commissioner Virginia Vigil	Councilor Peter Ives
Mar 2011-Feb 2012	Councilor Rosemary Romero	Commissioner Virginia Vigil
Feb 2009- Feb 2011	Councilor Rosemary Romero	Commissioners Liz Stefanics Harry Montoya
Mar 2008 - Jan 2009	Commissioner Virginia Vigil	Councilors Chris Calvert Rosemary Romero
Feb 2007 - Feb 2008	Councilor Ron Trujillo	Commissioner Paul Campos
Jul 2006-Jan 2007	Commissioner Virginia Vigil	Councilor Ron Trujillo

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Ccu yards (tons) (pulls) (cu yards) (tons) (pulls) (pulls) (tons) (pulls) (tons) (pulls) (pulls) (pulls) (tons) (pulls)	Date	ELDORADO								TOTAL			
February 880 169.94 22 280 55.39 7 1,160 225.33 March 1,400 255.63 35 40 3.26 1 1,440 258.89 April 240 67.01 6 40 3.02 1 280 70.03 May June 920 163.46 23 920 189.85 23 920 183.46 July 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December TOTAL 3,520 644.61	Date	(cu yards)	(tons)	(pulls)	(cu yards)	(tons)	(pulls)	(cu yards)	(tons)	(pulls)	(cu yds)	(tons)	(pulls)
March 1,400 255.63 35 40 3.26 1 1,440 258.89 April 240 67.01 6 40 3.02 1 280 70.03 May June 920 163.46 23 920 183.46 July 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	January	360	71.31	9							360	71.31	
April 240 67.01 6 40 3.02 1 280 70.03 May June 920 163.46 23 920 189.85 23 920 189.85 July 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	February	880	169.94	22	280	55.39	7				1,160	225.33	29
May 920 163.46 23 920 163.46 July 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	March				1,400	255.63	35	4 0	3.26	1	1,440	258.89	36
June 920 163.46 23 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December 700 147.97 18 147.97 18 TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	April			_	240	67.01	6	40	3.02	1	280	70.03	7
July 920 189.85 23 920 189.85 August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 December TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	Мау									·			<u> </u>
August 720 145.99 18 480 86.02 12 1,200 232.01 September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 18 18 December 10 24.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	June	920	163.46	23							920	163.46	20
September 240 32.04 6 600 94.42 15 40 2.98 1 880 129.44 October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18 18 18 18 18 14 10	July				920	189.85	23				920	189.85	23
October 160 24.06 4 560 89.04 14 720 113.1 November 240 37.81 6 720 147.97 18	August	720	145.99	18	480	86.02	12				1,200	232.01	30
November 240 37.81 6 720 147.97 18 December December 10 120 9.26 3 7,880 1453.42	September	240	32.04	6	600	94.42	15	40	2.98	1	880	129.44	22
December TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	October	160	24.06	4	560	89.04	14				720	113.1	18
TOTAL 3,520 644.61 88 5,200 985.33 130 120 9.26 3 7,880 1453.42	November	240	37.81	6	720	147.97	18					Selection of the select	
	December												
Total toy*	TOTAL	3,520	644.61	88	5,200	985.33	130	120	9.26	3	7,880	1453.42	197
Total toy*		-						·		*		·	
Total tpy	Total tpy*												
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	Fotal % wt.												