

**AGENDA**

**REGULAR MEETING**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD**

JANUARY 20, 2011  
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 Regular Meeting - December 15, 2010**
- V. Matters from the Public**
- VI. Matters from the Board**
  - (A) Welcome New Board Members.
- VII. Matters from the Executive Director**
  - (A) Request for Approval of Amendment No. 2 to 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 \$9,000.00.
    - (1) Approval of Budget Increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the Amount of \$9,000.00.
  - (B) Request for Approval of Professional Service Agreement with Long, Pound & Komer, P.A. of Santa Fe, NM for Legal Services in the Amount of \$35,000.00 (RFP # '11/06/P).
    - (1) Approval of Budget Increase from 5500.100700.07000 (Cash) to 52501.510200 (Legal Services) in the Amount of \$42,012.00.
  - (C) Discussion with Possible Action to Fund a Joint City/County Recycling Program Focusing on Unwanted Catalogs and Phone Books via Catalog Choice, a Non-Profit Corporation.
- VIII. Executive Session**
  - (A) Discussion of Pending or Threatened Litigation in Which the Santa Fe Solid Waste Management Agency is or May Become a Participant, Pursuant to NMSA 1978, §10-15-1(H)(7); Limited Personnel Matters Regarding the Executive Director, pursuant to NMSA 1978, §10-15-1(H)(2).
- IX. Next Meeting Date**
- X. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Jodie Gonzales at (505) 424-1850, extension 120.

CITY CLERK RECORDED 03/02/2011

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 CITY AND COUNTY OF SANTA FE  
 SOLID WASTE MANAGEMENT AGENCY  
 REGULAR BOARD MEETING  
 January 20, 2011

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SFC CLERK RECORDED 1/27/2011

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SFC CLERK RECORDED 03/02/2011

**MEETING OF THE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD  
Legal Conference Room  
Santa Fe County Courthouse  
January 20, 2011**

**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 Councilor Rosemary Romero, Chair, on Wednesday, January 20, 2011, 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 Rosemary Romero, Chair  
Commissioner Kathy Holian  
Commissioner Daniel Mayfield  
Councilor Ronald S. Trujillo  
Commissioner Virginia Vigil  
[Vacancy]

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Jody Gonzales, SWMA  
Rita Fiore-Lucero, SWMA  
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance

**III. APPROVAL OF THE AGENDA**

Chair Romero said she would like to have an Executive Session to the agenda.

Ms. Long noted an Executive Session was added as a regular agenda item, and the Board can do a short executive session on pending or threatened litigation, and limited personnel matters.

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, to approve the Agenda as presented..

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Commissioner Vigil and Councilor Trujillo voting in favor of the motion, no one voting against and Commissioner Mayfield absent for the vote.

**IV. APPROVAL OF THE MINUTES – DECEMBER 15, 2010**

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the minutes of the regular meeting of December 15, 2010, as presented.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Commissioner Vigil and Councilor Trujillo voting in favor of the motion, no one voting against and Commissioner Mayfield absent for the vote.

*Commissioner Mayfield arrived at the meeting*

**V. MATTERS FROM THE PUBLIC**

There were no matters from the public.

**VI. MATTERS FROM THE BOARD**

**A. WELCOME NEW BOARD MEMBERS**

Chair Romero introduced newly-elected Commissioner Daniel Mayfield, who has been appointed to serve on this Board, and asked everyone else in attendance to introduce themselves.

**VII. MATTERS FROM THE EXECUTIVE DIRECTOR**

**A) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO 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 \$9,000.00.**

- (1) APPROVAL OF BUDGET INCREASE FROM 5503.100700.07000 (LANDFILL GAS COLLECTION RESERVE) to 52501.510300 (Professional Services) in the amount of \$9,000.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of January 7, 2011, 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:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve Amendment No. 2 to the Agreement with SCS Field services of Albuquerque, in the amount of \$9,000, as requested by staff.

**DISCUSSION:** Responding to Councilor Trujillo, Mr. Kippenbrock said the \$9,000 is needed to provide routine services in Task 2 of the Agreement for non-routine services – unscheduled shutdown and trying to get it back up and running.

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

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve the budget increase in the amount of \$9,000, as requested by staff.

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

- (B) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH LONG, POUND & KOMER, P.A., OF SANTA FE, NM, FOR LEGAL SERVICES IN THE AMOUNT OF \$35,000.00 ( RFP #11/06/P)**
  - (1) APPROVAL OF BUDGET INCREASE FROM 5500.100700.07000 (CASH) TO 52501.510200 (LEGAL SERVICES) IN THE AMOUNT OF \$42,012.00**

Nancy Long, Esq., Long, Pound & Komer, P.A., excused herself for this part of the meeting.

Mr. Kippenbrock presented information regarding this matter from his Memorandum of January 7, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation.

Mr. Kippenbrock noted this year's process was very similar to what was done last year, and the proposal of Long, Pound & Komer, P.A. of Santa Fe was chosen. He noted Basham and Basham was a close second, with Sutin, Thayer third. Mr. Kippenbrock recommended approval of the proposed PSA and the proposed budget increase.

Councilor Trujillo asked if the proposed PSA includes the \$7,012 for legal fees in conjunction with the recent BLM Settlement Agreement, or if it is in addition to the \$35,000 for the PSA. Mr. Kippenbrock said it is included in the Budget Adjustment Request and is in addition to the \$35,000.

Chair Romero advised Commissioner Mayfield that she will meet with him and Mr. Kippenbrock separately to bring him up to speed on the BLM issue.

Chair Romero said the motion to approve the budget increase request needs to include the specific dollar amount..

Responding to Commissioner Holian, Mr. Kippenbrock said this is a 3-year contract with the option to renew annually for 3 years.

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the Professional Services Agreement with Long, Pound & Komer, P.A., of Santa Fe, for Legal Services in the amount of \$35,000.

**DISCUSSION:** Commissioner Mayfield said Mr. Kippenbrock noted this was a close bid, and asked the reason Long, Pound & Komer was chosen.

Mr. Kippenbrock said Long, Pound & Komer bid \$160 per hour and Basham \$150. However, it comes down to the experience of the firm and its principals, noting one of the principals has extensive landfill permitting experience. He said the bids for the total amount of the contract were very, very close, but the selection committee decided to award the bid to Long, Pound & Komer, based on its experience.

Commissioner Vigil noted there is a difference of some \$7,000 between the BAR and the contract, and asked if we needed to have noticed Item B(1) separately.

Mr. Kippenbrock said no. The additional \$7,012 in the BAR is payment for a legal subcontract which was done through, and paid by, Long, Pound & Komer.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Commissioner Vigil and Councilor Trujillo voting in favor of the motion, no one voting against and Commissioner Mayfield abstaining.

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the request for a budget increase in the amount of \$42,012.00, as requested by staff.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Commissioner Vigil and Councilor Trujillo voting in favor of the motion, no one voting against and Commissioner Mayfield abstaining.

**(C) DISCUSSION OF POSSIBLE ACTION TO FUND A JOINT CITY/COUNTY RECYCLING PROGRAM FOCUSING ON UNWANTED CATALOGS AND PHONE BOOKS VIA CATALOG CHOICE, A NON-PROFIT CORPORATION.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of January 7, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

Councilor Trujillo asked if we approached Catalog Choice, or did Catalog Choice come to us.

Mr. Kippenbrock said Catalog Choice came to us.

Councilor Trujillo asked if this is the only proposal we have received.

Regina Wheeler said Councilor Calvert brought this proposal for a catalog opt out program in response to the goal of the City and SWMA to reduce waste going to the landfill and to encourage increased recycling. She said it is important to Councilor Calvert to reduce the carbon footprint. She said Councilor Calvert saw this service at a conference he attended, and the company later contacted SWMA.

Councilor Trujillo said it is a good idea. However, he would like to invite someone from the company to attend a SWMA meeting and/or the City Council, and explain how the program works and what they are going to do.

Responding to a question from the Board, Ms. Wheeler, explained that this would be a joint City/County venture, and the City and County would incorporate this information in its publications and outreach. She said we would meet with the companies and stay in communication. She said Catalog Choice would follow up with the participants to ensure that they do not continue to receive unwanted phone books, as well as working with the companies to be sure they don't continue to sent the phone books.

Ms. Wheeler said this program would stop unwanted phone books from being mailed to participants. She said Catalog Choice does have a non-profit website where people can sign up to stop unwanted catalogs at no charge.

Commissioner Holian said it does work, noting she subscribed to the service. She is supportive of this proposal, and said she doesn't need a presentation.

Commissioner Vigil asked who will pay the \$10,000.

Mr. Kippenbrock said it will come from Professional Services from SWMA. He said Catalog Choice is trying to do a campaign drive to get major cities signed up.

Commissioner Vigil asked why they chose Santa Fe for the pilot program.

Ms. Wheeler said because Santa Fe has a recognizable name, and because of it's size.

Commissioner Vigil asked who will pay for the advertising.

Ms. Wheeler said it will be done in conjunction with our respective advertising, and there will be no additional costs to SWMA, the City or the County.

Commissioner Vigil said then the in-house promotion would be done through the PIO. She said the County just approved \$50,000 to match the City, in response to Keith Toler's proposal to pool funds for tourist promotion. She said she feels strongly about joining resources, so the County allocated \$37,500



for this joint effort in promoting tourism, but this might fit in that. She asked if there is someone on staff to do this.

Ms. Wheeler said yes, SWMA just hired Mike [?] who has a great deal of experience in marketing things such as this program.

Councilor Trujillo said if people can go on line and sign up for free, why are we paying for this service.

Ms. Wheeler said they are helping us set up the website and to get people to sign up. She said cancellation of unwanted phone books isn't a part of the free service.

Chair Romero said she believes it would be worthwhile to do the pilot program.

**MOTION:** Commissioner Holian moved, seconded by Chair Romero, for purposes of discussion, to approve the one-year pilot program for \$10,000 and to enter into negotiations with the company to provide this service.

**DISCUSSION:** Mr. Mayfield asked how much recycling is being produced annually.

Ms. Wheeler said approximately 5,000 tons per year, 60% of which is paper.

Mr. Mayfield asked about the baseline, noting it is projected to eliminate 400,000 pounds of waste to the landfill, but there is no baseline.

Mr. Kippenbrock said currently it is 100,000 pounds, and Catalog Choice believes it can increase that to 327,000 pounds of diverted waste.

Commissioner Vigil said if they have a website where the consumer can sign up for free, we may be paying for something we could put on our website and do our own outreach.

Ms. Wheeler said they do a good job collecting data.

Commissioner Vigil said we could create links on our websites, commenting she believes we should be focusing within our resources with a link to this service at our respective websites.

Councilor Trujillo said his concern is getting the word to the public, and it would be better to advertise our services, saying just building a website won't do that.

Mr. Kippenbrock said he is unsure we can set up a link, reiterating that the service on phone books is a special part of the service which isn't available as a free service. He said part of the service will be helping with our website and outreach.

Commissioner Vigil said her concern is do we have interested parties, and how much we would capture through the non-profit website.

Chair Romero said she gets a lot of phone books which she doesn't want and can't use. She said part of this service is stopping the phone books before they reach us. She is willing to support a one-year program to see if we can make a difference. She said this is a good opportunity for the public. She pointed out that there are no additional costs for advertising and they will help us with the program. She said it also lets the public know that the City and County are working together to divert waste from the landfill and in promoting our joint efforts to increase recycling.

Councilor Trujillo said then the program to which Commissioner Holian subscribed was free, but it didn't include stopping phone books or junk mail. He asked what is the limit of the list of things that can be stopped for free.

Commissioner Holian said it is extensive, but they don't stop local circulars or phone books. She said Catalog Choice also works directly with the companies to stop unwanted mail.

Commissioner Trujillo said his questions about this have been answered.

Commissioner Mayfield asked what kind of information do they want from people signing up.

Commissioner Holian said they want names and addresses, stressing that this information is not shared, is kept confidential and not given/sold to other companies, noting people won't be getting spam from signing up for the program.

Commissioner Holian reiterated that important thing about this joint effort, is that the City and County are committed to working together in diverting waste from the landfill and greatly increasing recycling.

**FRIENDLY AMENDMENT:** An amendment was proposed to the motion to authorize SWMA to pay the \$10,000 for the pilot program, and for the Executive Director to enter into a contract for the pilot program. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE BOARD.**

**VOTE:** The motion, as amended, was approved on a voice vote, with Commissioner Mayfield, Commissioner Holian and Councilor Trujillo voting in favor of the motion and Commissioner Vigil voting against.

## **VIII. EXECUTIVE SESSION**

- A. DISCUSSION OF PENDING OR THREATENED LITIGATION IN WHICH THE SANTA FE SOLID WASTE MANAGEMENT AGENCY IS OR MAY BECOME A PARTICIPANT, PURSUANT TO NMSA 1978, §10-15-1(H)(7); LIMITED PERSONNEL MATTERS REGARDING THE EXECUTIVE DIRECTOR, PURSUANT TO NMSA 1978, §10-15-1(H)(2)**

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, that the Santa Fe Solid Waste Management Agency Joint Powers Board go into Executive Session for the purpose of discussion of pending or threatened litigation in which the Santa Fe Solid Waste Management Agency is or may become a participant, pursuant to §10-15-1(H)(7), NMSA 1978, and limited personnel matters regarding the Executive Director, pursuant to §10-15-1(H)(2), NMSA 1978.

**VOTE:** The motion was approved on the following roll call vote:

**For:** Councilor Trujillo, Commissioner Holian, Commissioner Montoya and Commissioner Vigil.

**Against:** None.

The Board went into Executive Session at 12:35 p.m.

#### **MOTION TO COME OUT OF EXECUTIVE SESSION**

**MOTION:** At 1:05 p.m., Commissioner Holian moved, seconded by Councilor Trujillo, that the Santa Fe Solid Waste Management Agency Joint Powers Board come out of Executive Session, and stated that the only items which were discussed in executive session were those items which were on the agenda, and no action was taken.

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

#### **IX. NEXT MEETING DATE**

Chair Romero said the next meeting will be on February 17, 2011, which is the 3<sup>rd</sup> Thursday of the month.

Chair Romero said at the next meeting, Pego Guerrerortiz, Public Utilities Director for the County, will be talking about the work of the County, and some exciting ideas about how things are going to change.

Chair Romero asked people to let her know if there are other issues which need to be placed on the agenda.

Chair Romero said she will be contacting Commissioner Mayfield to set a date and time to update him on the Solid Waste Management Plan and the BLM lawsuit around mineral rights.

#### **X. ADJOURNMENT**

The meeting was adjourned at approximately 1:12 p.m.

APPROVED BY:

Rosemary Romero  
Rosemary Romero, Chair

ATTESTED TO



Yolanda Vigil  
Yolanda Vigil, City Clerk

SUBMITTED BY:

Melessia Helberg  
Melessia Helberg, Committee Stenographer

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

SOLID WASTE MINUTES  
PAGES: 102

I Hereby Certify That This Instrument Was Filed for  
Record On The 2ND Day Of March, 2011 at 10:58:47 AM  
And Was Duly Recorded as Instrument # 1628379  
Of The Records Of Santa Fe County

Deputy Marcella )  
Witness My Hand And Seal Of Office )  
Valerie Espinoza  
County Clerk Santa Fe, NM



SFC CLERK RECORDED 03/02/2011

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director  
**Date:** January 7, 2011  
**Subject:** Approval of Amendment No. 2 to 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 \$9,000.00.

## 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:

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;
2. routine monitoring of the 15 extraction wells, flare, and surface emissions;
3. non-routine services consist of repair and replacement of equipment that can be scheduled in advance, and;
4. non-routine emergency services when conditions require immediate response and the restoration of GCCS operations.

The landfill gas collection system began operation on March 25, 2010, and ran continuously until the latter part of May, when the system began shutting down due to low gas flow. The flare has a 900 cubic feet per minute capacity, and is currently operating between 65 and 90 cubic feet per minute. SCS Field Services has since been modifying the flare and operating the system on a timer which allows it to be operated intermittently. The flare passed a mandatory source test on September 1, 2010.

On October 21, 2010, the Joint Powers Board approved Amendment No. 1 to Amend Professional Services Agreement with SCS Field Services of Albuquerque, NM, 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 were required to continue to provide non-routine services.

The effort to provide routine services for this portion of the contract has also been extensive. Additional funds are required to continue to provide routine services in Task 2 of the Agreement.

Amendment No. 2 will increase the Agreement in the amount of \$9,000.00 for a total not-to-exceed amount of \$160,275.32. 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. 2 to the 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 \$9,000.00.

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 \$9,000.00.

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

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**ATTACHMENT 1**  
**Budget Adjustment Request**

SFC CLERK RECORDED 03/02/2011

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Santa Fe Solid Waste Management Agency				1/20/2011
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
Professional Svs	52501. 510.300		9,000.00	
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	\$ 9,000.00 \$ -

Budget increase from 5503.100700.07000  
 Landfill Gas Collection Reserve to fund  
 Amendment no. 2 to SCS Contract.

Prepared By: <u>Star Fole - Nuevo</u> <span style="float: right;">Date: <u>1/20/2011</u></span>	<b>CITY COUNCIL APPROVAL</b> City Council Approval Required <input type="checkbox"/>
Division Director: <u>Gambel Keppenbrock</u> <span style="float: right;">Date: <u>1/20/2011</u></span>	City Council Approval Date <input type="text"/>
Department Director: <u>Executive Director</u> <span style="float: right;">Date: <u>1/20/2011</u></span>	Agenda Item #: <input type="text"/>
Budget Officer: _____ <span style="float: right;">Date: _____</span>	Finance Director: _____ <span style="float: right;">Date: _____</span>
City Manager: _____ <span style="float: right;">Date: _____</span>	_____ <span style="float: right;">Date: _____</span>



**ATTACHMENT 2**

**Professional Service Agreement Amendment No. 2**

SFC CLERK RECORDED 03/02/2011

**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, Amendment 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, Compensation 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

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

ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

SCS FIELD SERVICES:

\_\_\_\_\_  
Ron Wilks  
Vice President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

SFC CLERK RECORDED 03/02/2011

**ATTACHMENT 3**  
**Professional Service Agreement**

SFO CLERK RECORDED 03/02/2011

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

SFC CLERK RECORDED 03/02/2011

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. 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. 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,

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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.

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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.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services

rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

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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

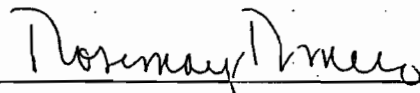
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

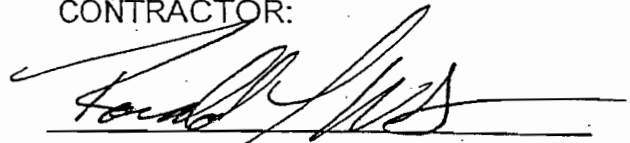
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

AGENCY:



Rosemary Romero  
Chairperson

CONTRACTOR:

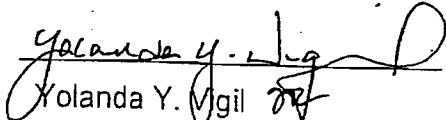


Ron Wilks  
SCS Field Services


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

ATTEST:

  
Yolanda Y. Vigil  
City Clerk

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. 09-04412

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**EXHIBIT A**

Scope of Work

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## SCS FIELD SERVICES

January 19, 2010  
SCS Proposal No. 07196209

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

Re: Proposed Scope and Fee Santa Fe Solid Waste Management Agency RFP #'10/14/P  
at the Caja Del Rio Landfill, Santa Fe, New Mexico – OM&M Services for GCCS

Dear Mr. Kippenbrock:

SCS Engineers is pleased to present this proposed scope, schedule, cost, and fee schedule for RFP #'10/14/P. These proposal documents have been prepared based on communications with the Santa Fe Solid Waste Management Agency (SFSWMA) and your office and conform to the proposal provided to you December 30, 2009. We have organized the documents as follows for insertion into your standard contract form:

- Exhibit A – Scope of Work and Schedule;
- Exhibit B – Cost of Routine Services
- Exhibit C – Non-Routine Services Fee Schedule.

It should be noted that the attached fee schedule is adjusted annually by SCS Field Services. We have not reflected increases for any sequent years. We would like the opportunity to adjust our rates, if needed, on a yearly basis. We very much look forward to this exciting project. Please do not hesitate to contact us with any questions.

Sincerely,



Marcia Pincus, P.E.  
Project Manager  
SCS Field Services



Ron Wilks  
Vice President  
SCS Field Services

MP/RW

cc: Randy Watkins, SFSWMA  
Kathlene Ewing, SCS-FS



## 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 system at the Caja del Rio 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, below-grade 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 landfill gas collection and control system (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 Work

- Task 1 – Review of the GCCS Design Plan; O&M Manual for the flare station; the Startup, Shutdown and Malfunction (SSM) Plan; and GCCS startup parameters and well data obtained to date.
- Task 2 – Provide routine wellfield and blower flare station monitoring services including continuous and/or weekly monitoring of greenhouse gases.
- Task 3 – Provide non-routine wellfield and blower flare station monitoring services.
- Task 4 – Provide non-routine emergency wellfield and blower flare station services.

### **Task 1 – Review GCCS Design Plan; O&M Manual for the Blower Flare Station; SSM Plan; and GCCS Startup Parameters and Well Data**

SCS will initially review all pertinent documents associated with OM&M of the GCCS, including documentation that is relevant to the operation of the GCCS under NSPS and

Mr. Randall Kippenbrock

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greenhouse gas (GHG) emissions reporting requirements. Review of the following documents is proposed:

- GCCS Design Plan.
- As-built drawings of the GCCS.
- Startup, Shutdown, and Malfunction (SSM) Plan.
- O&M Plan for the Zink Blower Flare Station (BFS) Model No. ZTOF and the Siemens Ultramat 23 gas analyzer model 7MB2337-3DR10-5CR1.
- Wellfield and BFS startup data.
- Greenhouse gas monitoring requirements as specified by the engineer

The GCCS Design Plan specifies any agreed-upon alternatives to the normal NSPS parameters that are granted to the site's GCCS. These parameters assist in determining how the wellfield will be adjusted, and which parameters are pertinent for meeting regulatory requirements. In addition, the GCCS Design Plan contains other pertinent data such as the proposed route to be taken to perform surface emissions monitoring (SEM), which determines if the wellfield has been adjusted properly and is effective in controlling LFG emissions through the surface of the landfill.

The as-built drawings will be reviewed to assure that field staff understands where all wellfield features are located and how they can be accessed, as well as how these features were designed for future maintenance and troubleshooting. Locations/sizes of extraction wells, isolation valves, condensate sumps/pumps, blind flanges, and header and lateral lines need to be reviewed to assure understanding of the operation of the entire GCCS.

Review of the SSM Plan will be reviewed so field staff can comply with NSPS parameters for startups/shutdowns and malfunction of GCCS equipment. This plan defines how each situation (startup, shutdown, and malfunction) must be handled and documented so that regulatory requirements are met. Information obtained under the guidance of the SSM Plan is submitted in a semi-annual report that is filed with the New Mexico Environment Department Air Quality Bureau.

Review of the John Zink BFS equipment manual helps to familiarize field staff with the equipment comprising the BFS, and the maintenance schedules and methods used to ensure that the equipment operates efficiently thus increasing the life of the equipment and the BFS. The Siemens' Ultramat 23 gas analyzer model 7MB2337-3DR10-5CR1 technical manual will also be reviewed so field staff become familiar with O&M of this equipment and any maintenance requirements that may be needed. After review of these technical manuals, SCS will compile a list of equipment/components that will need periodic maintenance and calibration along with their associated time intervals. This list will be provided to SFSWMA.

Mr. Randall Kippenbrock

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A brief review of wellfield extraction wells and BFS data will be performed to determine how the wellfield is operating to date (startup data), and how the extraction wells have reacted to the set BFS parameters. The wellfield system review will aid in an understanding of how/what adjustments can be performed so that the wellfield is not "overpulled" or "underpulled." Familiarity with the system data collected to date will also ensure: that not too much air is being introduced into the wellfield (resulting in possible subsurface fire), that regulatory NSPS parameters are being met, and that further adjustments to the wellfield or the BFS should be performed, if necessary.

Review of greenhouse gas (GHG) monitoring requirements as specified by the engineer provides guidance on what must be performed at the BFS to meet regulatory requirements related to GHG emissions reporting. Field staff will review this information/document(s) to make sure all requirements of the specifications are being met.

#### Task 2 –Routine Services

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

- 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 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, 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

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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 will re-monitor 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 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 will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but 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 not be limited to:

- Lubrication of the blowers (quarterly basis or sooner if required by manufacturer) at bearing locations and other locations 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).

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- 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).
- 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.
- Igniters inspection (quarterly or as required by manufacturer) and cleaning, as required.
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS 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 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 SFSWMA 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.

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SCS's 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 are 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 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 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.

SCS is aware that the Caja del Rio Landfill and its GCCS is subject to the new greenhouse gas emissions report. Due to this new regulation, greenhouse gas emissions must be collected either with a continuous gas analyzer or by weekly collection of methane concentrations, temperature and pressure. SCS is prepared to assist SFSWMA with either installing a continuous gas analyzer or provide field staff on a weekly basis (during weeks SCS is not at the landfill tuning the wellfield) to collect the required data.

SCS will install the Siemens Ultramat 23 gas analyzer Model 7MB2337-3DR10-5CR1 as soon as we receive notice to proceed from SFSWMA to install the unit. The Siemens Ultramat 23

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will be installed in a weatherproof control panel with temperature conditioning equipment and assorted control valves and solenoids to allow for automated sampling and calibration. This equipment will be equipped with an oxygen sensor. In addition, SCS field staff will have the output from the gas analyzer added to the GCCS's digital chart recorder. Once the gas analyzer is mounted and connected to the recorder, SCS field staff will test the unit, calibrate if necessary, and test the digital recorder connection to ensure the unit is working properly and is recording the necessary data for the emissions inventory. SCS is aware the unit must be in-place and functional by no later than March 31, 2010.

If SFSWMA chooses not to install the gas analyzer or there is a delay in obtaining the Siemen's Ultramat 23, SCS is prepared to include additional monitoring events to collect weekly landfill gas methane, temperature, and pressure measurements as required by 40 CFR 98. SCS will collect this information weekly in conjunction with routine services and during weeks where no routine service is being performed; however, SCS will coordinate the weekly methane monitoring when we are at the site for non-routine services, when they are required, to keep our visits to the site at a minimum.

All data collected relative to the greenhouse gas emissions reporting will be added to the monthly GCCS report in a format that can be easily accessed to add to continuous data. Electronic copies of the collected data will be submitted to SFSWMA within 48 hours of collection of the data.

#### **Optional 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 recommends that this routine service be performed on a semi-annual basis. In order for SCS 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 will be discussed with SFSWMA and recommendations to SFSWMA on how to handle these fluids will be advised.

#### **Optional Task 2B – Surface Emissions Monitoring**

An additional item for consideration by SFSWMA is quarterly surface emissions monitoring (SEM). SCS 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.



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January 19, 2010

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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 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 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.

Part of the routine services will involve installation of a continuous gas monitoring device, or possible weekly readings until the continuous gas monitoring device is installed. A description of this routine service is discussed in Task 5.

### **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 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 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 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 to perform, SCS 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. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication, SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visit to the site (i.e. during a semi-monthly wellfield tuning event or weekly GHG monitoring, if occurring). 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 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.



Mr. Randall Kippenbrock

January 19, 2010

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Repair/replacement of any HDPE pipe will be performed by Secor. SCS will contact Secor 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 will oversee the work performed by Secor. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs at a minimum.

#### **Task 4 – Non-routine Emergency Services**

SCS can provide non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services 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 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 will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS 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.

#### **Schedule**

Attached below is a table which depicts the proposed schedule in a six month period. We anticipate the six month period depicted will repeat itself every six months, etc. Where noted for one time events, such as the installation of the Siemens Ultamax 23 we have shown the task only once and as a one time event.

REC'D  
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03/02/2011

City of Santa Fe  
Santa Fe Solid Waste Management Agency

Operation and Maintenance Services for a Landfill Gas Collection and Control System.

Proposed Work Schedule (based on a typical six month period)

TASK NO.	DESCRIPTION	PRE-FIELDWORK	MONTH 1		MONTH 2		MONTH 3		MONTH 4		MONTH 5		MONTH 6	
			1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week
1	Review: GCCS Design Plan; O&M Manual for the Blower Flare Station; SSM Plan; and GCCS Startup Parameters and Well Data.	x x x x												
2	Provide Routine Wellfield and Blower Flare Station O&M Services		Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Provide quarterly maintenance.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Provide quarterly maintenance.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th
3	Provide Non-Routine Wellfield and Blower Flare Station O&M Services		To be completed as required and authorized by SFSWMA											
4	Provide Emergency O&M Services		To be completed as required and authorized by SFSWMA											
5	Other Optional tasks		Install Selmen's continuous recorder or begin weekly GHG data collection		Perform SEM (quarterly - 2nd month of quarter)						Perform SEM (quarterly - 2nd month of quarter)			Collect fluid levels

Routine Services Costs (revised Feb. 2, 2010)  
 Gas Collection and Control System - OM&M  
 Waste Management Agency - Caja Del Rio Landfill

<b>TASK 1: Review O&amp;M Manual for the Blower Flare Station</b>					
Personnel	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Project Manager	\$165.00	hours	2	1	\$330.00
Technician	\$70.00	hours	1	1	\$70.00
<b>Expenses</b>					
Reproduction	\$50.00	ls	1	1	\$50.00
Subtotal, Less Gross Receipts, Tax					\$450.00
Santa Fe County Gross Receipts Tax Rate (6.6250%)					\$29.81
Subtotal, Task 1					\$479.81
<b>TASK 2: Routine Services</b>					
<b>AVERAGE FIELD READINGS (twice/mo including monthly maintenance)</b>					
Personnel	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Project Manager	\$165.00	hours	2	12	\$3,960.00
Senior Superintendent	\$95.00	hours	8	12	\$9,120.00
Senior Technician	\$70.00	hours	11	12	\$9,240.00
<b>Expenses</b>					
Field Truck	\$144.00	day	2	12	\$3,456.00
Equipment - Gem 2000	\$185.00	ls	2	12	\$4,440.00
Miscellaneous supplies/expenses	\$186.00	ls	1	12	\$2,232.00
Subtotal, Less Gross Receipts, Tax					\$32,448.00
Santa Fe County Gross Receipts Tax Rate (6.60%)					\$2,109.12
Subtotal, Task 2					\$34,557.12
<b>QUARTERLY MAINTENANCE (blower flare station equipment, condensate sumps, wellheads)</b>					
Personnel	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Project Manager	\$165.00	hours	1	4	\$660.00
Senior Technician	\$70.00	hours	4	4	\$1,120.00
<b>Expenses</b>					
Field Truck	\$18.00	hours	4	4	\$288.00
Miscellaneous supplies/expenses	\$93.00	ls	1	4	\$372.00
Subtotal, Less Gross Receipts, Tax					\$2,440.00
Santa Fe County Gross Receipts Tax Rate (6.60%)					\$158.60
Subtotal, Task 2					\$2,598.60

Routine Services Costs (revised Feb. 2, 2010)  
 as Collection and Control System - OM&M  
 Waste Management Agency - Caja Del Rio Landfill

Optional tasks	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
2A. Ground Level Measurements (GLM)					
Personnel					
Project Manager	\$165.00	hours	1	2	\$330.00
Senior Technician	\$70.00	hours	4	2	\$560.00
Expenses					
Field Truck	\$18.00	hours	4	2	\$144.00
Equipment	\$25.00	ls	1	2	\$50.00
Miscellaneous supplies/expenses	\$93.00	ls	1	2	\$186.00
			Subtotal, Less Gross Receipts Tax		\$1,270.00
			Santa Fe County Gross Receipts Tax Rate (6.50%)		\$82.55
			Subtotal Task 2		\$1,352.55
2B. Surface Emissions Monitoring (SEM)					
Personnel					
Project Manager	\$165.00	hours	1	4	\$660.00
Senior Technician	\$70.00	hours	4	4	\$1,120.00
Expenses					
Field Truck	\$18.00	hours	4	4	\$288.00
Miscellaneous supplies/expenses	\$93.00	ls	1	4	\$372.00
Equipment	\$185.00	ls	1	4	\$740.00
			Subtotal, Less Gross Receipts Tax		\$3,180.00
			Santa Fe County Gross Receipts Tax Rate (6.50%)		\$206.70
			Subtotal Task 2		\$3,386.70
Reporting (OM&M, SEM, LL)					
Personnel					
Office Director	\$195.00	hours	1	12	\$2,340.00
Project Manager	\$165.00	hours	4	12	\$7,920.00
Senior Technician	\$70.00	hours	1	12	\$840.00
Field Compliance Officer	\$140.00	hours	0.5	12	\$840.00
Administrative Assistant	\$45.00	hours	1	12	\$540.00
Drafter	\$75.00	hours	1	6	\$450.00
			Subtotal, Less Gross Receipts Tax		\$12,930.00
			City of ABQ Gross Receipts Tax Rate (6.25%)		\$856.61
			Subtotal Task 2		\$13,786.61

Routine Services Costs (revised Feb. 2, 2010)  
 as Collection and Control System - OM&M  
 Waste Management Agency - Caja Del Rio Landfill

ROUTINE SERVICES COSTS					
	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
<b>Subtotal Less Gross Receipts Tax</b>					
Santa Fe County Gross Receipts Tax Rate (6.50%)					
City of Albuquerque Gross Receipts Tax Rate (6.625%)					
<b>Routine Services Total Task</b>					
<b>GREENHOUSE GAS EMISSIONS REPORTING</b>					
Equipment Installation	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Siemens Ultamax 23:	\$35,000.00	Is	1	1	\$35,000.00
(Incls equipment, installation mob/demob)					
<b>Subtotal Less Gross Receipts Tax</b>					
Santa Fe County Gross Receipts Tax Rate (6.50%)					
<b>Subtotal</b>					
Weekly GHG Readings	Unit Rate	Units	Quantity	# of times	Extended Cost
*Weekly readings (twice/mo)	\$275.00	Is	1	9	\$2,475.00
<b>Subtotal Less Gross Receipts Tax</b>					
Santa Fe County Gross Receipts Tax Rate (6.50%)					
<b>Subtotal</b>					
NONROUTINE/EMERGENCY SERVICES					
Start Up Costs	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Project Manager	\$165.00	hours	2	1	\$330.00
Senior Superintendent	\$95.00	hours	80	1	\$7,600.00
Expenses					
Field Truck	\$144.00	days	10	1	\$1,440.00
Equipment - Gem 2000	\$185.00	days	10	1	\$1,850.00
Miscellaneous supplies	\$25.00	days	10	1	\$250.00
General Costs					
Non-routine/emergency services	\$7,500.00	Is	1	1	\$7,500.00
<b>Subtotal Less Gross Receipts Tax</b>					
Santa Fe County Gross Receipts Tax Rate (6.50%)					
<b>Total Task</b>					
<b>TOTAL PROJECT COSTS</b>					
<b>Subtotal Less Gross Receipts Tax</b>					
Santa Fe County Gross Receipts Tax Rate (6.50%)					
City of Albuquerque Gross Receipts Tax Rate (6.625%)					
<b>Total Project Costs</b>					

\* To re-evaluate the need to read wellfield twice/mo after the third month of operation of GCCS.

\* Cost based on two readings per month for the first 4 months from the end of the startup period of the GCCS to installation and operation of the Siemen's Ultamax 23 and if reduce number of times reading wellfield per month after third month.

## SCS FIELD SERVICES

### FEE SCHEDULE

(Effective August 1, 2009 through July 31, 2010)

Technical Field Personnel	Rate (\$)/Hour
Laborer.....	48
Fusion Technician.....	58
Technician.....	59
Equipment Operator.....	62
Senior Technician.....	70
Foreman.....	74
Plant Operator.....	77
Superintendent.....	95
Senior Superintendent.....	110

Management/Support Personnel	Rate (\$)/Hour
Secretarial.....	45
Project Administrator.....	55
Senior Project Administrator.....	70
Designer/Drafter.....	75
Project Coordinator.....	95
Project Professional.....	110
Senior Project Professional.....	130
Field Compliance Auditor.....	140
Project Manager.....	165
Regional Manager/Project Director.....	195

#### General Terms

1. Labor rates are in effect until July 31, 2010. 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. Automobile mileage cost is \$0.58 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, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on Client's accounts

SCS Field Services  
Fee Schedule  
August 1, 2009 through July 31, 2010  
Page 2

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 CLERK RECORDED 03/02/2011

## SCS FIELD SERVICES

### FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS (Effective August 1, 2009 through July 31, 2010)

	Rate (\$)
GEM 500 Gas Analyzer:	
• Daily Rate .....	115/day
• Weekly Rate .....	345/week
• Monthly Rate .....	1,035/month
GEM 2000 Gas Analyzer:	
• Daily Rate .....	185/day
• Weekly Rate .....	555/week
• Monthly Rate .....	1,665/month
H <sub>2</sub> S Gas Pod .....	10/day
SEM 500 Emissions Monitor:	
• Daily Rate .....	185/day
• Weekly Rate .....	555/week
• Monthly Rate .....	1,665/month
Q Rae Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles .....	50/day
Micro Max Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles .....	50/day
Gas-Tech Tritector Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/Combustibles .....	45/day
Magnehelic Pressure Set .....	20/day
Kurz Air Velocity Meter .....	35/day
Digital Readout Thermocouple .....	25/day
Gastech Detector Tubes/Pump .....	15/each
Metal Bellows Vacuum Pump .....	35/day
Bar Punch:	
• Daily Rate .....	10/day
• Weekly Rate .....	30/week
• Monthly Rate .....	90/month
Fisher M95 Metal Detector .....	30/day
Dewatering Pump (Trash Pump) .....	45/day
TVA Flame Ionization Detector:	
• Daily Rate .....	110/day
• Weekly Rate .....	500/week
• Monthly Rate .....	1,400/month

REC'D CLERK RECORDED 03/02/2011





SCS Field Services  
 Fee Schedule for Equipment and Analysis  
 August 1, 2009 through July 31, 2010  
 Page 2

Rate (\$)

MiniRae 2000 PID:

- Daily Rate ..... 100/day
- Weekly Rate ..... 400/week
- Monthly Rate ..... 1,200/month

Air Sampling Station:

- Daily Rate ..... 40/day
- Weekly Rate ..... 175/week

Transit:

- Daily Rate ..... 15/day
- Weekly Rate ..... 75/week
- Monthly Rate ..... 250/month

Level:

- Daily Rate ..... 15/day
- Weekly Rate ..... 65/week
- Monthly Rate ..... 195/month

Pipe Laser:

- Daily Rate ..... 50/day
- Weekly Rate ..... 220/week
- Monthly Rate ..... 650/month

- Water Trailer ..... 75/day
- PAS 3000 Air Sampling Pump ..... 25/day
- Tedlar Bag (10-Liter) ..... 40/each
- Non-Contaminating Air Sampling Pump ..... 25/day
- Fyrite Carbon Dioxide Indicator ..... 15/day
- Interface Probe ..... 50/day

Submersible Pump:

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 450/month

Water Level Indicator:

- Daily Rate ..... 20/day
- Weekly Rate ..... 60/week
- Monthly Rate ..... 180/month

SFC CLERK RECORDED 03/02/2011

Rate (\$)

100-Foot Temperature Probe:

- Daily Rate ..... 15/day
- Weekly Rate ..... 45/week
- Monthly Rate ..... 135/month

Teflon Well Bailer ..... 10/day  
 Minuteman Drill Rig (excluding operator) ..... 60/hour  
 Vacuum Box/Carbon Canister and Blower ..... 25/day  
 Tool Truck ..... 144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate ..... 80/day
- Weekly Rate ..... 240/week
- Monthly Rate ..... 720/month

No. 28 P.E. Fusion Machine (2"-8") ..... 150/day

412 P.E. Fusion Machine (4"-12"):

- Daily Rate ..... 225/day
- Weekly Rate ..... 675/week
- Monthly Rate ..... 2,025/month

618 P.E. Fusion Machine and Tool Truck ..... 400/day  
 Trackstar 500 Fusion Machine ..... 375/day  
 Sidewinder P.E. Fusion Machine ..... 100/day  
 Air Compressor ..... 60/day  
 Arc Welder ..... 75/day  
 Generator (3,500-Watt) ..... 45/day  
 Generator (5,000-Watt) ..... 60/day

Generator (6,000-Watt):

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 450/month

SFC CLERK RECORDED 03/07/2011

SCS Field Services  
 Fee Schedule for Equipment and Analysis  
 August 1, 2009 through July 31, 2010  
 Page 4

Rate (\$)

Generator (8,000 Watt):

- Daily Rate .....75/day
- Weekly Rate.....225/week
- Monthly Rate ..... 675/month

Isolation Pinch-off Tools:

- Daily Rate .....25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

Leister Extrusion Welding Gun .....120/day  
 Plate Compactor.....75/day

4-Wheeler (ATV):

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate .....100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Cub Cadet:

- Daily Rate .....175/day
- Weekly Rate..... 525/week
- Monthly Rate ..... 1,575/month

Chain Saw:

- Daily Rate .....10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Draeger Pump:

- Daily Rate .....15/day
- Weekly Rate..... 45/week
- Monthly Rate ..... 135/month

SFC CLERK RECORDED 03/02/2011

Rate (\$)

Friatec Electrofusion Machine:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

Horiba Water Quality Meter:

- Daily Rate ..... 40/day
- Weekly Rate ..... 120/week
- Monthly Rate ..... 360/month

Hydrogen Sulfide Meter:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Infrared Thermometer:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate ..... 75/day
- Weekly Rate ..... 225/week
- Monthly Rate ..... 675/month

Earth/Resistance Tester:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

PID:

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 450/month

SCS FIELD SERVICES  
 REC'D  
 03/02/2011

SCS Field Services  
 Fee Schedule for Equipment and Analysis  
 August 1, 2009 through July 31, 2010  
 Page 6

Rate (\$)

Pitot Tube and Gauges:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

PLC Program:

- Daily Rate ..... 75/day
- Weekly Rate ..... 225/week
- Monthly Rate ..... 675/month

Pressure Washer:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Squeeze Tool:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Thermal Anemometer:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Turbidity Meter/Conductivity Meter:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Vacuum Air Pump:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

Video Camera System ..... 200/hour

Weed Trimmer

- Daily Rate ..... 15/day
- Weekly Rate ..... 45/week
- Monthly Rate ..... 135/month

SFC CLERK RECORDED 03/02/2011

	Rate (\$)
<b>Safety Equipment:</b>	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair) .....	15/each
• Rubber booties (per pair) .....	15/each
• Organic Vapor Cartridges (per pair).....	20/each
• Organic Vapor/Acid Cartridges (per pair).....	25/each
• Cartridges pre-filters (per pair).....	15/each
• Half face respirator (each) .....	20/day
• Full face respirator (each).....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate .....	35/day
- Weekly Rate.....	105/week
- Monthly Rate .....	315/month
• SCBA .....	35/day

**General Terms**

1. Rates are in effect until July 31, 2010. 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.

SCS CLIENT RECORDED 03/02/2011

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 7, 2011  
**Subject:** Request for Approval of Professional Service Agreement with Long, Pound & Komer, P.A. of Santa Fe, NM for Legal Services in the Amount of \$35,000.00 (RFP #11/06/P).

## Background and Summary

Six firms responded to the Request for Proposals # 11/06/P - Legal Services on November 29, 2010 as follows:

Basham & Basham, P.C.  
Brownstein Hyatt Farber Schreck, LLP  
Long, Pound & Komer, P.A.  
Sutin Thayer & Browne, P.C.  
Rugges, Rosales & Associates, P.C.  
William Mullen

The evaluation criteria consisted of overall qualifications (50%); knowledge of local governments (10%); government and union contracts (10%); labor and employment law (10%); knowledge of environmental law (10%); and cost proposal (10%).

On December 9, 2010, the evaluation committee evaluated the proposals and selected Long, Pound & Komer to provide legal services listed in the request for proposals.

## ACTION REQUESTED

Staff recommends the Board award a professional service agreement for RFP # '11/06/P - Legal Services to Long, Pound & Komer in the amount of \$35,000.00. The Agreement can be extended for three additional years upon the approval by the Board for each year.

Staff also requests approval of budget increase from 5500.100700.07000 (Cash) to 52501.510200 (Legal Services) for legal services related to the recent BLM Settlement Agreement (\$7,012) and new legal contract (\$35,000) in the total amount of \$42,012.00.

Copies of the responses to the Request for Proposals and evaluation scores will be made available upon request.

Attachments: Budget Adjustment Request  
Professional Service Agreement  
RFP #11/06/P - Legal Services

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**ATTACHMENT**

Budget Adjustment Request

SEC CLERK RECORDED 03/02/2011



# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
<i>Santa Fe Solid Waste Management Agency</i>				<i>1/20/2011</i>
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
<i>Legal Contracts</i>	<i>52501. 510200</i>		<i>42,012.00</i>	
<i>Budget increase to be funded from</i>			<i>5500.100</i>	<i>700.07000</i>
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	<b>\$ 42,012.00 \$ -</b>

*Funds needed to clear deficit of \$ 7012.00 for legal services regarding BLM Lease Settlement Agreement and \$ 35,000.00 for new legal contract for FY 2010-2011.*

<i>Prepared By: Zita A. Gole-Lucero</i>	<i>1/20/2011</i>	<b>CITY COUNCIL APPROVAL</b>	
	Date	City Council <input type="checkbox"/>	Budget Officer _____ Date
	Date	City Council Approval Date <input type="checkbox"/>	Finance Director _____ Date
	Date	Agenda Item #: <input type="checkbox"/>	City Manager _____ Date
<i>Bandall Luppenbrock</i>		<i>Executive Director</i>	

SFC CLERK RECORDED 03/02/2011

**ATTACHMENT**

Professional Services Agreement

SFC CLERK RECORDED 03/02/2011

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.

1. 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

Little V. West..... \$140.00  
Jennifer L. Attrep..... \$140.00  
Vicki R. Marco (paralegal).....\$ 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.

4. APPROPRIATIONS

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.

NO CLERK RECORDED 03/02/2011

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. 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 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:

\_\_\_\_\_  
Rosemary Romero  
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**

RFP #11/06/P  
Legal Services .

SFC CLERK RECORDED 03/02/2011

**CITY OF SANTA FE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**"REQUEST FOR PROPOSALS"**

**LEGAL SERVICES  
for  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**RFP #'11/06/P**

**PROPOSAL DUE:**

**November 29, 2010  
2:00 P.M.**

**PURCHASING OFFICE  
CITY OF SANTA FE  
2651 SIRINGO ROAD  
BUILDING "H" SANTA FE,  
NEW MEXICO 87505**

SFC CLERK RECORDED 03/02/2011

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REC'D CLERK RECORDED 06/02/2011

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '11/06/P**

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, November 29, 2010.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**LEGAL SERVICES FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Solid Waste Joint Powers Board, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

Proposals may be held for sixty (60) days subject to action by the City. The Agency reserves the right to reject any or all proposals in part or in whole. Proposal packets are available by contacting: City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

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Robert Rodarte, Purchasing Director,

Received by the Santa Fe New Mexican Newspaper on: 10/12/10

To be published on: 10/15/10

Received by the Albuquerque Journal Newspaper on: 10/12/10

To be published on: 10/15/10

SFO CLERK RECORDED 03/02/2011

## PROPOSAL SCHEDULE

RFP # '11/06/P

- |   |   |
|---|---|
| 1. Advertisement  | October 15, 2010  |
| 2. Issuance of RFP'S:   | October 15, 2010  |
| 3. Receipt of Proposals   | November 29, 2010<br>2:00 p.m. local prevailing time<br>Purchasing Office:<br>2651 Siringo Road – Building "H"<br>Santa Fe, NM 87505<br>(505)955-5711 |
| 4. Interviews   | December 3, 2010  |
| 5. Selection  | December 10, 2010   |
| 6. Recommendation of Award<br>to Solid Waste Joint Powers Board | January 20, 2011  |

**DATES OF CONSIDERATION BY THE SANTA FE SOLID WASTE JOINT POWERS BOARD ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

SFC CLERK RECORDED 03/02/2011



## INFORMATION FOR PROPONENTS

### 1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites firms to submit one original and six (6) copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, November 29, 2010.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time, as late-delivered packages will be determined to be non-responsive, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '11/06/P  
Title of the proposal: Legal Services for Santa Fe Solid Waste Management Agency

Name and address  
of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

### 2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency.

### 3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The Agency reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the Agency.

#### **4. LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this Request for Proposals shall apply to the contract throughout. They will be deemed to be included in the contract the same as though written out in full.

#### **5. METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the Agency. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the Agency reserves the right to alter the membership or size of the selection committee. The Agency reserves the right to change the number of firms interviewed.

#### **6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

#### **7. PROTESTS AND RESOLUTIONS PROCEDURES**

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

SFC OPEN RECORDED 03/02/2011

## SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**

No increase in the scope of work, services or equipment after award will be accepted, unless means were provided for the increase within the contract documents. Decreases in the scope of work, services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent provided for elsewhere in the contract documents.

4. **DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall make the final determination of satisfactory receipt of goods or services.

5. **TAXES**

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. **INVOICING**

- (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
- (B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency** and not the City of Santa Fe.

7. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the Agency due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor and these causes have been made known to the Agency in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this bid or proposal, the vendor agrees to comply with Presidential Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies it has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

REC'D CLERK RECORDED 11/12/2011

## SCOPE OF SERVICES

- 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 concepts; 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 must have experience in government organization and structure.

### Required Expertise:

- o Government Contracts
- o Union Contract
- o Injury and Tort Law
- o Labor and Employment Law
- o Environmental Law

### Preferred Expertise

- o Construction Law
- o Corporation Law
- o Property Law & Real Estate Law

The Santa Fe Solid Waste Management Agency reserves the right to reject any and all proposals deemed in its best interest to do so.

## SUBMITTAL REQUIREMENTS

1. Format requirements: Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Padding the proposal with "boiler plate" material is strongly discouraged.
2. Proposal contents:
  - Firm identification and transmittal letter from proponent with authorized signature. Include firm name and address; name and telephone number of contact person.
  - Provide the following for each sub-consultant (if needed):
    - Name, address, and telephone number.
    - Describe role of the firm in the project.
  - A summary of the proposed approach to this project, and the advantages/disadvantages of this approach. Discuss any important issues you have identified after review of the scope of services provided within this RFP.
  - Qualifications as demonstrated by experience. Document relevant expertise, qualifications and experience with similar accounts/projects. Demonstrated expertise must include projects with characteristics substantially similar to the proposed project.
  - Copy of City of Santa Fe Business License.
  - Copy of State of New Mexico CRS Tax Identification Number.
  - Summary of insurance/liability coverage.

**IMPORTANT: PLEASE INCLUDE IN THIS ORDER IN THE PROPOSAL  
FOR EASE OF EVALUATION**

SFC CLERK RECORDED 03/02/2011

**EVALUATION CRITERIA & WEIGHTED VALUES**  
**EVALUATION COMMITTEE MEMBERS**  
**'11/06/P**

Robert Rodarte, Purchasing Officer or Representative  
 Randall Kippenbrock, P.E., SFSWMA Executive Director or Representative  
 Jodie Gonzales, SFSWMA Manager or Representative  
 Regina Wheeler, City of Santa Fe Solid Waste Director or Representative  
 Olivar Barela, Santa Fe County Solid Waste Manager or Representative

At its discretion, the Agency reserves the right to alter the membership and size of the committee. The evaluation points scored in writing by the evaluation committee members based on the evaluation criteria and using the weighted values shown below will be totaled to determine the top rated firms. If interviews are conducted with the firms receiving the top three scores in the written evaluations, the interviewed firms will be evaluated by the evaluation committee members based on the interviews, and the scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented. Unless noted elsewhere in this RFP, the same evaluation scoring system shown below will be used to conduct the interview evaluations.

**Evaluation Points:**

<b>Criteria</b>	<b>Weighted Value</b>	<b>Evaluation Pts. 1-2-3-4-5</b>	<b>Total</b>	<b>Max Score</b>
Overall Qualifications	50%	_____	_____	250
Knowledge of Local Governments	10%	_____	_____	50
Government and Union Contract	10%	_____	_____	50
Labor and Employment Law	10%	_____	_____	50
Knowledge of Environmental Law	10%	_____	_____	50
Cost Proposal (Billing Rates)	10%	_____	_____	50
		<b>Total</b>	_____	<b>500</b>

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.

\_\_\_\_\_  
 Company Name

Evaluation: \_\_\_\_\_ Interview: \_\_\_\_\_ (Please mark appropriate filed)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature and title of evaluation committee member or representative

SFC CLERK RECORDED 03/02/2011

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT

(Legal Services - 2011)

\*\*\*\*SAMPLE ONLY\*\*\*\*

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

1. 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 a sum of \_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$ \_\_\_\_\_), inclusive of gross receipts taxes.

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

John Doe.....\$ \_\_\_\_\_

Jane Doe (paralegal).....\$ \_\_\_\_\_

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. APPROPRIATIONS

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 \_\_\_\_\_, 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:

(1) 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.

(2) 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.

(3) 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.

SFC CLERK RECORDED 03/02/2011

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

SFC CLERK RECORDED 03/02/2011

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. 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 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:

STC CLERK RECORDED 03/02/2011

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Rosemary Romero  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

CONTRACTOR:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
NAME  
TITLE  
FIRM

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

SFC CLERK RECORDED 03/02/2011



# Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

## **Purpose:**

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wage rates.

## **Who it affects:**

- All businesses and non-profit organization required to have a business license or business registration issued by the City of Santa Fe.

## **Compliance:**

- Affected businesses are required to pay employees an hourly wage of \$9.85 effective January 1, 2009.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from (Medicaid) waivers are exempt.

## **Prohibitions against retaliation and circumvention:**

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within sixty days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

## **Enforcement; Remedies:**

- **Administrative Enforcement** - The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty** - A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to which any such violation occurred.
- **Other remedies** - The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

**Nonexclusive Remedies and Penalties** - The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

## **Pasting and Publication:**

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For further information, please contact the office of: Constituent Serv - 90 - 505) 955-6949 or by Email at: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov)

# MEMORANDUM

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To: Joint Powers Board Members  
From: Randall Kippenbrock, P.E., Executive Director *RLK*  
Date: January 7, 2011  
Subject: Discussion with Possible Action to Fund a Joint City/County Recycling Program Focusing on Unwanted Catalogs and Phone Books via Catalog Choice, a Non-Profit Corporation.

## BACKGROUND AND SUMMARY:

On December 7, 2010, a conference call was held at the City of Santa Fe Solid Waste Department to discuss an opt-out program that was developed by Catalog Choice, a non-profit 501.c3 corporation. The program is designed to allow citizens and businesses to reduce the volume of unwanted mail, catalogs and phone books delivered to their homes or workplace.

Based on that discussion, Catalog Choice was asked to submit a proposal to the City and County (the entities). The proposal was submitted on December 14, 2010 and revised on January 3, 2011. The annual subscription (operating) cost for the service would be \$10,000.00 per year. The annual fee does not cover promotions and advertisement to be done by the entities. A one-time set up fee of \$10,000.00 was waived if there was agreement to move the project forward by January 31, 2011.

The program involves Catalog Choice operating a website that City and County citizens can use to control or eliminate unwanted catalogs, coupons, circulars, credit offers, fliers, phone books, and other unsolicited mail items. Catalog Choice will operate the co-branded site 24/7, and respond to all customer service inquiries submitted by users through the website. The service will support "title-specific" opt-outs and opt-down options for direct mailers as well as opt-out options for telephone directories.

The following is an outline of Catalog Choice's participation in setting up the program:

1. Catalog Choice will establish the co-branded website using a URL mutually agreed upon by Santa Fe agencies and Catalog Choice. The website would be run off the Catalog Choice domain and have no effect on any Santa Fe agency IT systems.
2. Prepare a co-branded logo for the website.
3. Catalog Choice will assist in preparing information banners for the site.
4. Catalog Choice will work with agencies to add navigation to the subdomain from our website and other sites.

The stated benefits of the program are costs savings, providing quantified results, potentially increased promotion of other community services on website, increased citizen engagement towards zero waste goals, and credibility as a community leader in working towards zero waste goals. In their stated program goals, which were not a part of the proposal, Catalog Choice

projects the elimination of 400,000 pounds of unwanted mail and phone books from the waste stream.

### Outreach

Catalog Choice will work with the City and County to promote the service using online and offline channels through the following avenues:

1. Press releases for local media, articles in community newsletters and other community outreach channels.
2. An email to constituents.
3. Periodic email newsletters to existing Catalog Choice members that live in Santa Fe County.
4. Social media channels (Facebook and Twitter).
5. Invite-a-Friend email service within Catalog Choice.
6. Outreach to green businesses, schools and other large City/County employers.

Catalog Choice records indicate that there are currently 1,469 members in the following Santa Fe nine zip codes: 87501, 87502, 87504, 87505, 87506, 87507, 87508, 87592, and 87594.

### Reporting and Analysis

Catalog Choice will provide our agencies with a secure online account to access the following site statistics and related information:

1. Website traffic.
2. Resident participation rates by zip code.
3. Solid waste savings.
4. Environmental benefits.
5. Per capita benchmarks with other communities.

The City, County and Agency will not have access to any personally identifiable information, account information of individual users or businesses or individualized statistics.

### Possible Funding

Since promotions and advertisement are not included in the annual subscription for the Catalog Choice's Consumer Mail and Phonebook Choice service, one possible funding mechanism is for the Agency to enter into an agreement with Catalog Choice for a one year pilot program in the amount of \$10,000.00. Promotions and advertisements, a necessary component to make the program successful, could be handled by the City and County. The City, County and Agency would evaluate the program after one year to determine if the program is positive and meets expectation. If the program is not successful, then Catalog Choice will de-commission the web site and seamlessly redirect all users to the main Catalog Choice site and their service will operate normally.

Funding by the Agency is available in line item 52501.510300 - Professional Services.

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**ACTION REQUESTED:**

This proposal is before the Board for discussion and possible action.

Attachment: Catalog Choice Proposal

M:\Memo\Memo010711.3wpd

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**ATTACHMENT**

Catalog Choice Proposal

SFC CLERK RECORDED 03/02/2011



1. Website traffic
2. Resident participation rates by zip code
3. Solid waste savings
4. Environmental benefits
5. Per capita benchmarks with other communities

Your agency will not have access to any personally identifiable information, account information of individual users or businesses or individualized statistics.

## **Sponsorship Agreement**

### ***Fee***

The annual operating cost is \$10,000 for the service. Catalog Choice agrees to waive the one-time set up fee of \$10,000 if you agree to move forward with this project by January 31, 2010. We propose a one-year pilot program. If the City/County does not wish to continue the program after the first year we will de-commission the site and seamlessly redirect all users to the main Catalog Choice site and their service will operate normally.

### ***License Agreement***

The terms and conditions of the service are governed by the Catalog Choice Sponsorship license agreement. A copy of the license agreement has been included as an attachment to this proposal. If you have any questions or have any suggested modifications to the proposal or license, please contact me at 510-868-0513 or [chuck@catalogchoice.org](mailto:chuck@catalogchoice.org).

Sincerely,

A handwritten signature in black ink that reads "Chuck Teller".

Chuck Teller  
Executive Director, Catalog Choice



## ROI Analysis

### Mall & Phone Book Preference Registry Return on Investment and Environmental Cost Benefit Analysis

Analysis	Per Household	Santa Fe County	
		Participation Rate per Household (7) Current: 3.7%	Breakeven: 12.0%
Average cost to dispose of household and business solid waste is assumed to be \$.038 per pound (1)	\$0.038	2,265	7,368
Annual Pounds of Solid Waste Created by Advertising Mail and Telephone Directories (2)	120 pounds	271,800	884,160
Annual Cost to collect & dispose of Advertising Mail and Phonebooks	\$4.50	\$10,193	\$33,156
Percentage of Advertising Mail and Phonebooks that are not recycled (3)	62%		
Pounds of Unwanted Material	74	168,516	548,179
Annual Collection & Landfill Cost of Unwanted Advertising Mail & Phonebooks	\$2.79	\$6,319	\$20,557
Average Participation Rate per Household (4)	50%		
Pounds of Unwanted Material Eliminated by Preference Registry	37	84,258	274,090
Collection and Disposal Cost Savings attributed to Preference Registry		\$3,160	\$10,278
Financial Benefit of Mall Preference Registry at annual cost of \$10,000			\$278
Program Cost per Ton of Solid Waste Saved			\$73
<b>Annual Global Environmental Benefits (6)</b>			
Trees Saved	0.30	674	2,193
Greenhouse Gases lbs CO2 equivalent	126	284,286	924,778
Gallons of Water	302	684,681	2,227,252
Pounds of Solid Waste	44	100,773	327,811
Pounds of CO2 saved per \$1 of Investment			92

(1) Average of landfill tipping fees are assumed to be \$75 per ton.

(2) USPS Household Diary Study, 2008. Figures based on National averages. Advertising mail volume is higher in higher income households. Telephone directories estimated at 20 pounds per household based on interviews with directory publishers

(3) EPA 2008 Municipal Solid Waste Generation study estimates that 41% of unwanted mail and 21% of telephone directories are

(4) Participation rate is based on analysis of Catalog Choice Member data.

(5) Does not include one-time set-up fees. Maximum cost per region is \$250,000.

(6) Based on environmental impacts measured by the Environmental Defense Fund's Paper Calculator. Reflects the global benefits of reduced demand for paper. Includes full life-cycle benefits through the paper life cycle, from harvest to disposal.

(7) Based on household estimate of 61,400. Source: <http://bber.unm.edu/demo/msahuest.htm>



Ms. Regina Watson  
Solid Waste Director  
City of Santa Fe  
1142 Siler Road  
Santa Fe, NM 87504

January 3, 2011

Dear Regina:

Catalog Choice is pleased to submit for your consideration a draft proposal to the City and County of Santa Fe to deploy a co-branded Consumer Mail and Phonebook Choice service powered by Catalog Choice. Catalog Choice, a 501(c)3 nonprofit corporation, has developed an innovative zero waste program that allows citizens and businesses to reduce unwanted mail and phone books delivered to their home or workplace. The Consumer Choice service is an online service that your residents and businesses can use to remove their names from direct marketing mailing lists and phonebook distribution lists. Businesses that use direct mail as a marketing tool can also activate a free account to manage their presence on Catalog Choice, provide opt-out and opt-down choices to their customers, and use our secure service to efficiently integrate consumer choices into their business practices.

The benefits of deploying the service are as follows:

1. **Cost Savings:** Further reduce solid waste disposal costs by removing unsolicited mail and phone books from the distribution channel. See the ROI analysis on Page 4 of this proposal.
2. **Quantified Results:** Detailed reporting on local participation, solid waste diversion and environmental benefits.
3. **Website Traffic:** Increased use of your website and ability to promote other community services.
4. **Citizen engagement:** A hands-on solution that will allow you to make additional progress towards your communities' zero waste goals.
5. **Reduce identity theft:** By protecting the unauthorized use of your name and address and removing unwanted credit card solicitations, stopping unwanted mail is an important step in reducing the risk of identify theft.
6. **Leadership and Credit:** Join Berkeley; Kansas City; Marion County, Oregon (Salem area) and other leading communities as national leaders by offering an opt-out program. These programs have not been formally announced at this time and are scheduled to launch in early 2011.

## Implementation

Catalog Choice will setup and operate the service on behalf of the City of Santa Fe and/or Santa Fe County. We understand that discussion with key government stakeholders will determine the scope of the proposed program. The following outlines the site setup, operations, promotions and reporting aspects.

### Setup

Working with your organizations, Catalog Choice will:

1. Establish the co-branded website using a URL mutually agreed by your agencies and Catalog Choice. The website will run off of the Catalog Choice domain (<http://YOURORGS.catalogchoice.org>) and not have any impact on your IT systems.
2. Prepare a co-branded logo for the site to be approved by your agencies. See example screen shot on Page 5 of this proposal.





3. Assist in preparing informational banners (home page marquee and 300x250) for the site.
4. Work with your agency to add navigation to the subdomain from your web site and other sites.

**Operations**

Catalog Choice will operate the co-branded site on a 24-hour, seven days a week basis, subject to normal and customary down times for updates, upgrades, maintenance or fixes/corrections. Catalog Choice will manage and respond to all customer service inquiries submitted by users through the website. The service will support title-specific opt-out and opt-down options for direct mailers as well as opt-out options for telephone directories.

**Outreach and Promotion**

Catalog Choice will work with your organization to promote the service using online and offline channels. We will work with you to announce the Zero Waste program through:

1. A press release for local media, articles in community newsletters and other community outreach channels
2. An email to your constituents
3. Periodic email newsletters to the existing Catalog Choice members that live in Santa Fe County (see chart below for current members count by community)
4. Our social media channels (Facebook and Twitter)
5. Invite-a-Friend email service within Catalog Choice
6. Outreach to green businesses, schools and other large employers in the City/County

Santa Fe Zip Codes	Catalog Choice Member Accounts as of 1-03-2011
87010	29
87015	74
87056	6
87501	460
87502	60
87504	77
87505	536
87506	243
87507	243
87508	406
87535	16
87540	23
87567	21
87574	26
87592	10
87594	35
Total	2,265


**Reporting & Analysis**


Catalog Choice will provide your agency with a secure online account to access the following site statistics and related information:

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# Example Screenshot



**Mall Preference Service**  
powered by 


Welcome
How it Works
Find Companies
Santa Fe

## 1. MANAGE MAIL & PHONE BOOKS

FREE

## 2. OPT-OUT LISTED FOR DONORS

**Live in Santa Fe County?**



Join your neighbors and start getting only the mail you want. Opt-out to reduce waste and clutter.


**Join over one million people and today.**

**Great for Home or Office**



Opt-out of unwanted mail that comes to your home and office.

[Learn More >](#)

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**SPONSORSHIP AGREEMENT**

This SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into this [ ] day of \_\_\_\_\_ 2010 (the "Effective Date"), by and between Catalog Choice, a California corporation, with a principal place of business located at 1654 Solano Ave., Suite A, Berkeley, California 94707 ("Catalog Choice"), and the \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Sponsor").

**BACKGROUND**

A. Catalog Choice has developed a technology for providing an online-based "Consumer Choice Service" that allows users to opt-out of receiving paper-based advertisement and promotional materials ("Ad Mail and Phone books") and to access additional services as may be offered by Catalog Choice from time to time.

B. Sponsor is interested in fostering ecology-friendly programs that reduce solid waste and providing residents and businesses with a convenient method for opting-out of receiving Ad Mail and Telephone Directory (Yellow pages).

C. Catalog Choice and Sponsor desire to enter a sponsorship arrangement through which Catalog Choice will provide a website that visitors of Sponsor's website can navigate to in order to establish a user account and select their delivery preferences or access additional services offered by Catalog Choice ("Co-Branded Site"), and Sponsor will work with Catalog Choice to promote the Co-Branded Site.

**AGREEMENT**

In consideration of the promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Catalog Choice's Responsibilities**

Catalog Choice will:

1.1 Establish and host the Co-Branded Site using a unique sub-domain as mutually agreed upon by the parties. The Co-Branded Site will be unique to visitors navigating from Sponsor's website and will contain the Catalog Choice Trademarks, Co-Brand Logo, Sponsor Trademarks and/or Sponsor Banners (each defined below). The Co-Branded Site will allow visitors to establish user accounts and manage their Ad Mail and Telephone Directory preferences or access additional services offered by Catalog Choice, its affiliates or its partners ("Users"), subject to Catalog Choice's then-current terms of service and privacy policies posted on the Co-Branded Site.

1.2 Provide to Sponsor space on the Co-Branded Site consisting of one 300px x 250px

informational banner and one home page marquee banner (collectively, the "Sponsor Banner").

1.3 Prepare and propose to Sponsor a Co-Brand Logo to use in connection with the Co-Branded Site as set forth below in Section 4.1.

1.4 Operate the Co-Branded Site on a 24 hour, seven days a week basis, subject to normal and customary down times for updates, upgrades, maintenance or fixes/corrections.

1.5 Manage and respond to all customer service inquiries submitted by Users to Catalog Choice.

1.6 Work jointly with Sponsor to promote the Co-Branded Site and related services using both online and offline advertising, marketing and promotional channels.

1.7 Analyze data collected from the Co-Branded Site and report this data to Sponsor on an aggregated basis only, which data will include: (i) website traffic, including daily visitors and page views, (ii) resident participation rates, (iii) company participation and compliance rates, (iv) solid waste savings and (v) environmental benefits ("Site Statistics"). Sponsor will not be entitled to receive any personally identifiable information, account information of individual Users or businesses or individualized statistics, unless approved in writing by Catalog Choice, which approval Catalog Choice may withhold in its sole discretion.

1.8 Provide to Sponsor its own account to the Co-Branded Site with a unique log-in and password to allow Sponsor to access Site Statistics and other information that may be provided by Catalog Choice from time to time.

**2. Sponsor's Responsibilities**

Sponsor will:

2.1 Provide a link on Sponsor's website directing its visitors to the Co-Branded Site.

2.2 Work jointly with Catalog Choice to promote the Co-Branded Site and related services using both online and offline advertising, marketing and promotional channels.

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2.3 At its option, design and provide to Catalog Choice Sponsor Banner to be displayed on the Co-Branded Site.

2.4 Use the Co-Branded Site in accordance with its posted terms of service and privacy policy as may be updated or modified from time to time.

2.5 Not attempt to obtain any personally identifiable information, account information of individual Users or businesses or individualized statistics in connection with or resulting from Users' use of the Co-Branded Site.

### 3. Term; Annual Subscription and Termination

3.1 Term. This Agreement will be in effect for an initial term commencing on the Effective Date through the first anniversary thereof. This Agreement will automatically renew for successive one-year terms on the anniversary of the Effective Date, subject to the payment of the Annual Fee by Sponsor as set forth below. Either party may terminate this Agreement upon written notice to the other party at least 60 days prior to the expiration of the initial term or any renewal term indicating such party's desire to terminate the Agreement.

3.2 Fee. Sponsor will pay to Catalog Choice an annual subscription fee for the services provided by Catalog Choice in connection with the development, establishment, management and maintenance of the Co-Branded Site. We will waive the one-time setup fee of US \$10,000 ("Setup Fee") if the Licensee executes this agreement by January 31, 2011. The annual subscription fee will be US \$10,000 ("Annual Fee"). The Sponsor will pay to Catalog Choice the Annual Fee within seven days of the Effective Date. Since this is a pilot project, Catalog Choice and the Sponsor will determine the terms of the subsequent Annual Fee jointly in writing within 30 days of anniversary of the Effective Date. Sponsor will pay the agreed upon Annual Fee for each subsequent annual term of this Agreement by the applicable anniversary of the Effective Date.

3.3 Termination. In addition to termination provided for in Section 3.1 above, either party may terminate this Agreement in the event of a material breach by the other party, which breach is not cured by the breaching party within 30 days after having received written notice from the non-breaching party. If this Agreement is terminated by Catalog Choice for Sponsor's uncured breach, Sponsor will not be entitled to receive, in connection with such termination, any return of the Annual Fee paid for the term in which the breach occurred. If this Agreement is terminated by Sponsor for Catalog Choice's uncured breach, Sponsor will be entitled to receive a pro-rata return of the Annual Fee paid for the term in which the breach occurred. Upon any termination or expiration of this

Agreement, all rights or obligations of the parties immediately terminate, including, without limitation, the rights to use the other party's name or trademarks. Notwithstanding the foregoing, Sections 2.5, 4.3, 5 and 6 will survive any termination or expiration of this Agreement

### 4. Trademark Usage

4.1 Sponsor Trademarks. Sponsor grants to Catalog Choice the non-exclusive, royalty-free right and license to use Sponsor's name, trademarks and logos ("Sponsor Trademarks") solely in connection with Catalog Choice's branding, advertising and promotion of the Co-Branded Site. Catalog Choice may develop a co-brand logo incorporating a Sponsor Trademark, in whole or in part ("Co-Brand Logo"), which may include, without limitation "Powered by Catalog Choice." Catalog Choice's use of the Sponsor Trademarks or Co-Brand Logo will be subject to Sponsor's prior approval, which approval will not be unreasonably withheld, delayed or conditioned.

4.2 Catalog Choice Trademarks. Catalog Choice grants to Sponsor the non-exclusive, royalty-free right and license to use the Catalog Choice name or any trademarks and logos of Catalog Choice in the manner provided by Catalog Choice to Sponsor ("Catalog Choice Trademarks") only on Sponsor's website and promotional materials and solely in connection with the promotion of the Co-Branded Site.

4.3 No Implied Rights. All rights not expressly provided under this Agreement are reserved by the parties, and neither party will have any implied rights to the other party's intellectual property.

#### 4.4 Quality Standards.

4.4.1 Catalog Choice will (i) use the Sponsor Trademarks according to Sponsor's then-current trademark usage guidelines, as may be provided by Sponsor to Catalog Choice from time to time and (ii) ensure that the nature and quality of the services promoted by Catalog Choice under the Sponsor Trademarks, and all related advertising, promotional and other related uses conform to generally accepted industry standards of quality and performance. Sponsor will (i) use the Catalog Choice Trademarks only as permitted under this Agreement and according to Catalog Choice's then-current trademark usage guidelines, as may be provided by Catalog Choice to Sponsor from time to time and (ii) ensure that the nature and quality of all advertising and promotion will conform to generally accepted industry standards of quality and performance.

4.4.2 In addition, Catalog Choice will use commercially reasonable efforts to provide the Co-Branded Site in a manner that will reflect positively on the Sponsor Trademarks. Both parties will ensure that use of the other



party's trademarks or name will be done in a manner that does not knowingly derogate the value of such other party's trademarks or name and neither party will knowingly take any action that would tarnish such value. Sponsor will have the right to monitor the quality of the services provided in connection with the Sponsor Trademarks. If Sponsor discovers that any services provided in connection with the Sponsor Trademarks are materially inconsistent with generally accepted industry standards, or that any use of the Sponsor Trademarks is materially inconsistent with Sponsor then-current trademark usage guidelines, Sponsor will notify Catalog Choice in writing of such inconsistency describing in detail the nature of the inconsistency. Catalog Choice will use commercially reasonable efforts to remedy such inconsistency within 30 days of receipt of such written notice.

**5. Warranty Disclaimers and Limitation of Liability**

CATALOG CHOICE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, CATALOG CHOICE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CO-BRANDED SITE OR THAT THE CO-BRANDED SITE WILL BE UNINTERRUPTED OR ERROR FREE. THE PARTIES AGREE THAT CATALOG CHOICE WILL HAVE NO LIABILITY FOR ANY THIRD PARTY'S USE OF SPONSOR'S WEBSITE. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE ANNUAL FEES PAID BY SPONSOR TO CATALOG CHOICE DURING THE TERM IN WHICH THE CLAIM AROSE.

**6. Miscellaneous**

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California, and the parties expressly consent to the exclusive and personal jurisdiction and venue of these courts. The parties are independent contractors, and neither party will be deemed to be an

employee, agent, partner, joint venturer or legal representative of the other party. Neither party will be entitled to assign this Agreement or its rights or obligations hereunder without the other party's prior written consent, and any such attempted assignment will be void. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. A waiver by either party of any term of this Agreement will not be deemed or construed to be a waiver of such term for the future, or a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is held invalid, the affected provision will be modified to reflect the parties' intention, and the remainder of the Agreement will remain in full effect. This Agreement may be amended only in a writing executed by the parties. All notices required or permitted under this Agreement will be in writing and be deemed given when delivered personally, sent by confirmed facsimile or five days after having been sent by registered or certified mail, return receipt requested. All communications will be sent to the respective addresses set forth in the first paragraph. This Agreement constitutes and contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all prior discussions, presentations, proposals or understandings, whether oral or written or implied between the parties. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

REC CLERK RECORDED 03/02/2011



**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**Catalog Choice:**

**Sponsor \_\_\_\_\_:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

SFO CLERK RECORDED 03/02/2011