

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
REUNITY RESOURCES, INC.
(Material Sales and Transportation Services - 2021)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Reunity Resources, Inc. ("Reunity") for material sales and transportation services of mulch and manure from the Buckman Road Recycling and Transfer Station (BuRRT) to the Reunity Farm or to other Reunity facilities within a twenty-five (25) mile radius of the Agency's facilities that accept mulch and manure. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services and products subject to this Agreement are set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE: LICENSES

A. Reunity represents that it possesses the experience and knowledge necessary to perform composting services and to receive mulch and manure at the Reunity Farm composting facility (formerly Santa Fe Community Farm) or to other Reunity facilities within a twenty-five (25) mile radius of the Agency's facilities that accept mulch and manure.

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

3. COMPENSATION

A. Reunity shall pay to the Agency \$4.00 per ton for mulch and manure.

B. Reunity shall pay to the Agency \$100.00 delivery fee per load of mulch or manure delivered in an Agency's walking floor trailer or high-wall trailer to Reunity's facilities located within a 25-mile radius from the Agency's facilities.

C. The Agency shall invoice Reunity monthly for material sales and transportation services that the Agency has completed. Invoices shall be payable by Reunity within thirty (30) days of the invoice date.

D. Reunity shall be responsible for payment of gross receipts taxes levied by the State of New Mexico and fertilizer/soil conditioner inspection fees.

E. Reunity shall not be compensated for any costs, expenses, or other items associated with this Agreement.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Agency and terminate on May 20, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Reunity. In that event, Reunity shall pay the Agency all outstanding sums due under this Agreement.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Reunity fails to meet the provisions of this Agreement and to hold Reunity liable for any excess costs associated with Reunity's default. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

A. Reunity, its agents, and its employees are independent contractors and are not employees of the Agency.

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

C. Reunity shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Reunity retains in the course of its business.

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

Reunity warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the services provided by the Agency under this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING**

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

11. **RELEASE**

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

12. **INSURANCE**

A. Reunity, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Reunity has furnished the Agency with a copy

of a Certificate of Insurance or other evidence of Reunity's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Reunity shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Reunity's employees throughout the term of this Agreement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

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

19. NON-DISCRIMINATION

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

undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

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

21. NOTICES

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

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

CONTRACTOR: Tejinder Ciano
Executive Director
Reunity Resources, Inc.
1000 Cordova Place, #650
Santa Fe, NM 87505

B. Such notices may be delivered by:

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

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

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


22. COMPLIANCE WITH LAWS AND REGULATIONS: PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

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

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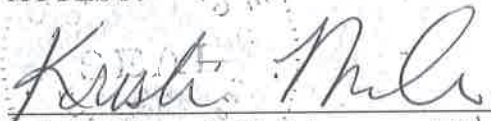
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


JoAnne Vigil Coppler
Chairperson

5/20/21
Date:

ATTEST:



Kristine Bustos-Mihelcic
Santa Fe City Clerk

REUNITY:


Tejinder Ciano
Executive Director
Reunity Resources, Inc.

5/21/21
Date:

APPROVED AS TO FORM


Nancy R. Long
Agency Attorney

5-21-2021
Date:

EXHIBIT A

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

- When requested by Reunity, the Agency shall deliver mulch and manure to Reunity's composting facility located at 1829 San Ysidro Crossing, Santa Fe, NM, or another Reunity facility as long as the facility is located within a 25-mile radius from one of the Agency's facilities that accepts mulch and manure.
- The Agency makes no representation or warranties as to the mulch and manure, and Reunity accepts the material as is and as delivered.
- Deliveries will be made when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of mulch and manure delivered to Reunity's facility. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall maintain records of loads and material quantities delivered to Reunity's facility.
- Each load delivered to Reunity's composting facility shall be charged at \$100.00 per load.
- In addition to the transportation charge of \$100.00 per load, material sales for mulch and manure delivered to Reunity's composting facility shall be charged at \$4.00 per ton.

Reunity agrees to provide the following services:

- Reunity shall provide a dedicated area at the composting facility for the Agency to drop off mulch and manure.
- Reunity's staff shall be on-site to ensure the Agency can access the composting facility to deliver materials.
- Reunity shall be responsible for maintaining all necessary permits and licenses for its composting facilities. These permits and licenses shall be subject to inspection by the Agency. Reunity shall also notify the Agency of any non-compliance.
- Reunity shall be responsible for maintaining proper work, safety, and environmental protection standards. Reunity agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Reunity shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.