

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2020)**

This AMENDMENT No. 4 (the “Amendment”) to the SERVICES AGREEMENT, dated July 16, 2020 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Natural Evolution, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

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

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

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventy Thousand Dollars and No Cents (\$70,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Sixty-Five Thousand Dollars and No Cents (\$265,000.00), including applicable gross receipts taxes pursuant to the fee schedule set forth in the Scope of Work in Exhibit A to the Agreement.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$45,000.00
AMENDMENT NO. 1	\$50,000.00
AMENDMENT NO. 2	\$30,000.00
AMENDMENT NO. 3	\$70,000.00
AMENDMENT NO. 4	\$70,000.00
CONTRACT TO DATE	\$265,000.00

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

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

D. Detailed invoices containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on July 16, 2024, unless it is terminated sooner pursuant to Article 6 below.

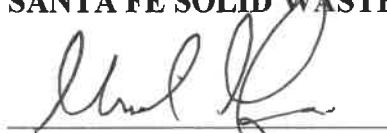
B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

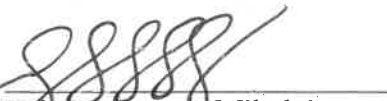
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson, Joint Powers Board


6/15/23
Date:

ATTEST:

for 

Kristine Bustos-Mihelcic *aw*
Santa Fe City Clerk

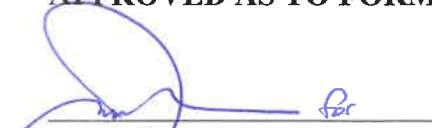
CONTRACTOR:



Traci Phillips
President/CEO
Natural Evolution, Inc.

6/21/23
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

6.15.2023
Date: