

1 **MINUTES OF A REGULAR MEETING**  
2 **OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO**  
3 **HELD AT THE TOWN HALL**  
4 **April 25, 2016**  
5

6 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules  
7 of the Town on April 25, 2016, at 6:30 P.M.  
8

9 Upon Roll call the following members were found to be present:

10  
11 **PRESENT:**  
12 Councilor Jaramillo  
13 Councilor Prairie  
14 Councilor Sisneros  
15 Mayor Torres  
16

**ALSO PRESENT:**  
Lee Dante Vicki Andrews  
Barbara Edmonson  
Dan Darnell

17  
18 **ABSENT:**  
19 Councilor Dominguez  
20  
21

**Others Present Not Identified**

22 **APPROVAL OF AGENDA: 5a)**

23 Councilor Prairie moved to approve the agenda as presented. The motion was seconded by  
24 Councilor Sisneros and the motion carried unanimously.  
25  
26

27 **APPROVAL OF MINUTES: 6a) Regular Meeting of April 11, 2016**

28 Councilor Jaramillo moved to approve the minutes of April 11, 2016 as presented. The motion  
29 was seconded by Councilor Sisneros and the motion carried unanimously.  
30

31 **NEW BUSINESS: 7a) Discussion, Consideration, Approval and Award of Solid Waste**  
32 **Service for the Town of Bernalillo to Road Runner Waste Service, Inc. Presenter: Ida**  
33 **Fierro**  
34

35 Ida Fierro, Town Clerk stated that there were four companies that replied to the Request for  
36 Proposals for Solid Waste Service to the Town. They were Waste Management, Road Runner  
37 Waste Services, Inc., All American Waste Removal and NM Waste Service.  
38

39 The committee members to review the RFP's were Andy Edmondson, Juan Torres, Maria  
40 Rinaldi and myself.  
41

42 The RFP's were ranked and scored the highest proposal was that of Road Runner Waste Service,  
43 Inc. Once that process was done Juan Torres and I met with Lee Dante and Vicki Andrews to  
44 negotiate the contact you have before you this evening.  
45  
46

47 **SOLID WASTE AGREEMENT**  
48

49 **THIS SOLID WASTE AGREEMENT** (this “Agreement”) is entered into on the 25<sup>th</sup> day of  
50 April, 2016, between the Town of Bernalillo, New Mexico, a Municipal Corporation (the  
51 “Town”) and Road Runner Waste Service, Inc., (the “Contractor/Provider”).

52 **RECITALS**

- 53 A. The Town and Contractor have entered into this certain Solid Waste Agreement  
54 effective July 1, 2016 for solid waste collection for Residential (including a bi-weekly  
55 curbside recycling program) & All Commercial Customers to include but not limited  
56 to; Commercial, Industrial, Apartment Complex Customers etc., and Town Facilities  
57 expires on June 30, 2020.
- 58
- 59 B. Contractor has submitted a new proposal to contract for the collection and  
60 disposal of solid waste within the Town.

61 **AGREEMENTS**

62 **NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth  
63 herein, the Town and Contractor agree as follows.

- 64
- 65
- 66 1. **GRANT OF EXCLUSIVE FRANCHISE.** Contractor is hereby granted the exclusive  
67 right and privilege within the corporate limits of the Town to conduct business  
68 for the purpose of collection and disposal of solid waste, garbage, refuse and  
69 rubbish within the corporate limits of the Town and in any and all tracts,  
70 territories, and areas hereafter annexed to or acquired by the Town. All  
71 residential and commercial establishments served by the Town shall be required  
72 by the Town to utilize the waste collection and disposal services of Contractor  
73 during the term of this Agreement. Contractor is further granted the use of all  
74 public streets and roads as necessary for Contractor to perform its obligations  
75 under this Agreement.
- 76
- 77 2. **EXCLUSIONS.** This Agreement shall not cover hazardous, special, toxic, or  
78 radioactive waste, materials, or substances as defined by applicable Federal,  
79 State or local laws or regulations, nor be interpreted to prevent the removal of  
80 garbage, refuse, or rubbish by the generator of such garbage, refuse, or rubbish.

81 Contractor will not be responsible for hauling human or animal waste, auto  
82 parts, rocks, concrete, sand, gravel, or dirt.

- 83  
84 3. **TERM.** This Agreement shall commence July 1, 2016, and continue in full force  
85 and effect for four years until June 30, 2020. This Agreement may be extended  
86 for two additional four-year terms. If neither party notifies the other party in  
87 writing prior to one hundred eighty (180) days before the end of a term, then  
88 this Agreement shall automatically be extended for an additional term upon the  
89 same terms and conditions as the previous term, If a party provides written  
90 notice to the other party prior to one hundred eighty (180) days before the end  
91 of a term, then this Agreement may be extended for an additional term only  
92 upon the mutual agreement of the parties.

93  
94 **4. SERVICE AND RATES**

95  
96 **4.1 Residential Service.**

97 **4.1.1 Residential Rates.** Contractor shall collect solid waste from  
98 residential units once per week and recyclable materials from residential  
99 units every other week for the monthly rate shown on the attached  
100 Exhibit B, which shall be billed to the customer by the Town. Contractor  
101 shall provide a list of recyclable materials to the Town and the  
102 customers. Residential rates for items requiring special handling due to  
103 size, weight, type of material or placement may be negotiated at any  
104 time by Contractor and the generator prior to collection. Such rates shall  
105 be reasonable for the service furnished. If agreement cannot be reached  
106 between Contractor and generator regarding reasonable rate for items  
107 requiring special handling, the matter may be submitted to the Town  
108 Administrator of the Town of Bernalillo, New Mexico, for final  
109 arbitration.

110  
111 **4.1.2 Receptacles.** Contractor shall provide one 96-gallon receptacle  
112 for solid waste and provide one 96-gallon receptacle for recycle materials  
113 to each residence. Only waste materials placed in the receptacles will be  
114 collected. Contractor shall replace receptacles that are lost or damaged  
115 except where such loss or damage is raised by the willful acts of the  
116 customer. Contractor shall provide additional receptacles to a customer,

117 at the request of the Town and shall provide collection of the additional  
118 receptacle for an additional charge as shown on the attached Exhibit B,  
119 which shall be billed to the customer by the Town.  
120

121 **4.1.3 Place of Collection.** All collections made by the Contractor for  
122 other than a qualified physically disabled customer shall be made  
123 roadside in front of each residence and accessible to Contractor's  
124 vehicles. For the qualified physically disabled customer, Contractor shall  
125 deliver the receptacles to the roadside for collection and return them to  
126 the Contractor-designated place of storage.  
127

128 **4.2 Commercial Service and Rates.** Contractor shall collect solid  
129 waste from commercial and industrial establishments and apartment  
130 complexes for the monthly rates shown on the attached Exhibit B.  
131

132 **4.3 Rate Adjustment.** Rates in Exhibit "B etc. "shall not be adjusted  
133 for the first 24 Months of this Agreement. Road Runner Waste Service,  
134 Inc., may request adjustments at any time during the remaining term of  
135 this Agreement, provided that the request is in writing. Road Runner  
136 Waste Service, Inc.'s request will provide substantial documentation to  
137 support the rate adjustment to the Town of Bernalillo Administration.  
138 The Town of Bernalillo shall not unreasonably withhold approval of any  
139 necessary, reasonable and documented rate adjustment pursuant to this  
140 section and shall conclude within (90) ninety days. The Town of  
141 Bernalillo Administration shall amend the Agreement and based on any  
142 approved rate adjustment.  
143

144 **4.4 OTHER ITEM:**  
145 As per the RFP – all residential and commercial businesses are part of this  
146 agreement:  
147 Which shall include any customers (commercial and/or residential) that  
148 require municipal solid waste removal in a Cart, Commercial Metal  
149 Dumpsters, Compactor or Roll-Off Container that is generated during the  
150 normal course of their operation/business in the Town of Bernalillo.  
151

152  
153 **5. BILLING**

154                   5.1     **Residential Billing.**     Billing shall be conducted by the Town at the  
155   beginning of every month of service. Remittance of funds to Contractor  
156   shall be made in accordance with Section 6 below.

157  
158   5.2     **Commercial Billing.**     Billing shall be conducted by the Contractor  
159   at the beginning of every month of service.

160  
161     **6. CONSIDERATION.**

162  
163                   6.1     **Percentages of Residential and Commercial billings and Provisions for**  
164   **Payment.**

165   As consideration for granting this Agreement, Contractor agrees to pay  
166   to the Town a franchise fee as full payment for the privilege of using and  
167   occupying the streets, highways, easements, alleys, parks and other  
168   public places in the Town, which shall be construed as rental, conduct  
169   and supervision of collection or inspection charges, and maintenance of  
170   public roads. The franchise fee shall be in lieu of any tax assessments or  
171   other charges. The franchise fee shall be 3.5% and shall be paid as  
172   follows. Payments of 96.5% of the amount billed monthly by the Town  
173   for residential service shall be remitted by the Town to Contractor on or  
174   before the 15<sup>th</sup> day of the month following the month for which the  
175   services are rendered by Contractor and each succeeding month  
176   thereafter for the duration of this Agreement. Payments of 3.5% of the  
177   amount collected monthly by the Contractor for commercial service shall  
178   be remitted by Contractor to the Town on or before the 15<sup>th</sup> day of the  
179   month for which services are rendered by Contractor and each  
180   succeeding month thereafter for the duration of this Agreement.

181  
182                   6.2     **Residential Information to Contractor.**     The Town shall provide to  
183   Contractor on a monthly basis the number of new residential customers  
184   to be added and the number of residential customers to be deleted from  
185   the billing process.

186  
187                   6.3     **Commercial Information to the Town.**     Upon request, Contractor  
188   will provide to the Town an account summary of commercial customer

189 billing that includes the customer's name, type of service, size, frequency  
190 and price.

191  
192 7. **STATE AND FEDERAL REGULATIONS.** Contractor agrees to comply with all  
193 existing laws of the United States and New Mexico and any further laws that  
194 may be enacted by the United States or New Mexico, and agrees to comply with  
195 the regulations pertaining to the operation of garbage disposal, it being  
196 expressly agreed that nothing in this Agreement shall be construed in any  
197 manner to abridge the right of the Town to pass or enforce necessary police and  
198 health regulations for the protection of the inhabitants of said Town.

199  
200 8. **BOND.** Contractor shall furnish to the Town a performance bond in the amount  
201 of \$150,000.

202  
203 9. **ACTIONS OF EMPLOYEES.** Contractor shall be responsible for the actions of its  
204 employees during the performance of service under this Agreement.

205  
206 10. **INSURANCE.** Contractor shall provide and maintain during the terms of this  
207 Agreement insurance policies to protect itself, its agents, and its employees  
208 from claims of bodily injury, death, and property damage that may arise from  
209 Contractor's operation under this Agreement, The policy or policies shall name  
210 the Town as an additional insured and shall contain a clause that the insurer will  
211 not cancel or decrease the insurance coverage without first giving the Town 90  
212 day advance written notice. Said policies shall be for not less than the following  
213 amounts: worker's compensation – as required by State law per accident;  
214 general liability - \$5,000,000; and automobile liability – 5,000,000.

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219 **11. INDEMNITY.**

220  
221 11.1 **Contractor Indemnity.** Contractor shall defend, indemnify  
222 and hold harmless the Town and its employees, agents, and appointed  
223 and elected officials (collectively, "Indemnitees"), from and against any

224 and all liabilities, penalties, fines, forfeitures demands, claims, causes of  
225 action, suits, and judgments, and costs and expenses incidental thereto,  
226 including reasonable attorneys' fee (collectively "Damages"), which any  
227 or all of the Indemnitees may hereafter suffer, incur, be responsible for  
228 or pay out with respect to claims by third parties for personal injury,  
229 property damage or other loss to the extent caused by, or arising from or  
230 in connection with the negligent actions or omissions or willful  
231 misconduct of Contractor, its employees , officers, owners, directors,  
232 agents or subcontractors, in the performance of this Agreement, except  
233 such loss or damage which was caused by the negligence or willful  
234 misconduct of the Town. The extent of Contractor's liability under this  
235 Section shall not exceed the amount of Contractor's proportionate share  
236 of fault.

237  
238 **11.2 Procedure.** Contractor shall have no obligation to indemnify or  
239 defend hereunder unless the Indemnitees provide written notice to  
240 Contractor of the occurrence of events giving rise to Contractor's  
241 obligation to indemnify hereunder within 30 days after the Indemnitees  
242 know or should have known of such events. The Indemnitees shall  
243 cooperate in the defense of suit if requested by Contractor and shall  
244 have the right to approve counsel chosen by Contractor to litigate such  
245 suit, which approval shall not be unreasonably withheld. Contractor shall  
246 have the sole right to contest, defend, litigate and settle claims tendered  
247 by the indemnitees hereunder provided that at least ten business days  
248 prior to any such settlement, written notice of Contractor's intention to  
249 settle is given to the Indemnitees. In the event a dispute exists over  
250 whether an Indemnitee is entitled to indemnification for its defense  
251 costs incurred prior to resolution. Notwithstanding the forgoing,  
252 Contractor shall not be obligated to pay for the defense of any claim or  
253 suit that any insurer has a duty to defend. If no insurer defends,  
254 however, then the Contractor shall, to the extent obligated to do so by  
255 this agreement, pay for the defense, but shall be entitled to the insured's  
256 rights against all insurers with a potential for coverage of such claim.

257  
258 **11.3 Indemnitee Insurance.** If any claims indemnified against  
259 under this Section 11 have the potential for coverage under any  
260 insurance then the indemnity set forth in this Section 11 shall be limited  
261 as provided in this Section 11.3 Before pursuing recovery under this

262 indemnity, The Indemnitees shall exhaust all recovery available for such  
263 claim from insurance. Once the indemnitees have exhausted all recovery  
264 under all available insurance, Contractor shall pay only the amount of the  
265 loss, if any that exceeds the total amount that all insurance has paid for  
266 the loss. Nothing in this Agreement shall constitute a waiver or  
267 relinquishment of any claims which the parties may have against  
268 insurer's, nor shall any provision of this Agreement waive or relinquish  
269 any subrogation or contribution rights that the parties or their insurers  
270 may have against another insurer or other potentially liable party.  
271

272 **12. OFFICE.** All complaints shall be given prompt and courteous attention. In  
273 the case of alleged missed scheduled collections, Contractor shall investigate  
274 and, if such allegations are verified, shall arrange for collection within 24 hours  
275 (excluding, Saturdays, Sundays, or holidays) after the complaint is received.  
276 Contractor's office shall be open from 8:00 a.m. to 4:30 p.m. Monday through  
277 Friday, excluding holidays.  
278

279 **13. HOURS OF SERVICE AND HOLIDAYS.** Hours of service shall be 7:00 a.m. to 8:00  
280 p.m. for residential collection. Commercial collections shall be 5:00 a.m. to 8:00  
281 p.m. If a regularly-scheduled collection does not occur because of a holiday  
282 during that week, collections for the balance of that week may occur on the day  
283 following the regularly-scheduled day. For the purpose of this Agreement,  
284 holidays shall include New Year's Day, Thanksgiving Day, Christmas Day, and San  
285 Lorenzo Fiestas.  
286

287  
288 **14. Interruption/Continuity of Service.**

289 An interruption of service due to a vacancy whether temporary or permanently,  
290 in which the customer requires service for a period of less than (10) days will not  
291 constitute a full month of service and therefore no billing of charges, A period of  
292 service to (10) days or greater will be deemed a continuation of service for an  
293 entire month and subject to charges for a complete month.  
294

295 **15. Special Services.**

296 The provider shall, upon request of the customer, provide special services as  
297 follows:



298                   **1.       Dead animals.**  
299                   Provider shall make all necessary arrangements to allow its residents to  
300                   dispose of dead animals for a fee in Exhibit "B". The provider shall allow the  
301                   Town to dispose of dead animals at no cost to the Town.

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304                   **2.       Special Services**  
305                   Upon request, the Provider shall provide special services for items that do  
306                   not conform to the weight or size limitations for regular pick-up, such as  
307                   appliances (stoves, refrigerators & freezers ((containing no freon)), etc.)  
308                   residential customers should be allowed one free white good waste per  
309                   calendar year. October and May, residential customers should be allowed to  
310                   leave on the curb unlimited tree trimming as long as they are bagged or tied  
311                   in secured bundles less than 4' long and 2' in diameter.

312                   **3.       Special Wastes or Hazardous Waste.**  
313                   The provider shall, upon request, provide for the collection and removal of  
314                   special wastes or hazardous wastes, if provider is licensed to do so,  
315                   according to any applicable federal, state or local requirements. The disposal  
316                   of such waste is a matter of private agreement between the parties, and the  
317                   rates shall not be set by the Town. Providers shall dispose all such waste only  
318                   in and appropriately permitted facility. Special waste means a solid waste  
319                   which may require chemical analysis prior to acceptance or which may  
320                   require special handling or disposal procedures. Special waste includes, but  
321                   is not limited to: asbestos, bulk tires or other bulk materials, biomedical  
322                   waste, sludge's and contaminated soil.

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326                   **16. Containers, Size; Providing for.**

327                   **1. Residential**  
328                   The collection containers and carts are and will remain the property of the  
329                   Provider. The Provider will provide residential containers in accordance with  
330                   the Town's Solid Waste Ordinance. Provider will solely be responsible for all  
331                   costs of operating and maintaining collection equipment except due to  
332                   negligence from customer's abuse of equipment.

333  
334                   **2. Commercial.**

335                   The use of compactors, containers and dumpster containers shall be the  
336                   subject of private agreements between the Provider and users to the extent  
337                   possible, if not regulated by the Solid Waste Ordinance. When conflicts exist  
338                   as to the type, size or frequency of collection, the Utilities director or  
339                   Designee will make the final determination, or the Town may specify  
340                   requirements in the Solid Waste Ordinance.

341  
342                   **17. Services to the Town.**

343                   Provider shall provide reasonable Solid Waste collection and disposal service to  
344                   the Town government, free of charge, such service shall include:

- 345                   (a)       Participating in general Town wide cleanup programs: 3, 30 yard roll-offs  
346                   for the Great American Cleanup, 1-30 yard roll-off for Labor Day event, 1-30  
347                   yard roll-off for San Lorenzo fiestas and 1-30 yard roll-off for unspecified use.  
348                   (b)       Disposal of dead animals

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354                   **18. Notices to Customers.**

355                   The Provider shall cooperate with the Town to inform all customers about  
356                   relevant complaint procedures, rates and billing procedures, collection and  
357                   recycling regulations, days and hours of scheduled collection service, and any  
358                   other relevant notices. In addition to other means of informing customers, the  
359                   Provider shall provide information as necessary to the Town for customers.

360                   **19. Necessary Equipment and Containers; Repair and Maintenance.**

361                   A Provider shall provide an adequate number of vehicles to collect solid waste in  
362                   accordance with the terms of this agreement. The vehicles shall be licensed in the  
363                   State of New Mexico and shall be operated in compliance with all applicable  
364                   state, federal and municipal regulations. The vehicles shall be manufactured and  
365                   maintained to conform to the appropriate American National Standard Institute's  
366                   standards. Each vehicle shall bear at a minimum the name and telephone number  
367                   of the Provider plainly visible on both sides of the vehicle. Each vehicle shall be  
368                   uniquely numbered in numbers at least three (3) inches high. Each vehicle shall  
369                   have at least one broom and shovel to clean up solid waste that may be spilled or  
370                   otherwise scattered during the process of collection, all vehicles shall be  
371                   sufficiently secured and/or maintained so as to prevent any littering of solid waste

372 and/or leakage of fluids of any type. Fluid spills from vehicles operating on routes  
373 must be soaked up and cleaned up in an appropriate manner immediately. No  
374 vehicles will be overloaded.

375 1) All trucks and other equipment used in collecting solid waste shall be  
376 thoroughly cleaned at least once a week, and deodorized or maintained in a  
377 sanitary and non-offensive condition, No solid waste material shall be allowed to  
378 remain in a truck or other collection equipment while parked overnight.

379 2) The Provider shall not transfer, sell, assign, lease, surrender, abandon, or permit  
380 to lapse its title or right of possession in and to any real or personal property used  
381 in the performance of this agreement, without replacing such property with  
382 property of comparable serviceability for use in performance of the work required.  
383 Any attempt to do so without permission of the Town shall constitute a material  
384 breach of the agreement.

385 3) The Provider shall properly maintain all Provider owned collection equipment,  
386 vehicles, and containers, and endeavor to keep the same serviceable, such items of  
387 equipment should be replaced with property in proper working condition.

388 4) The Contractor will replace any lost or damaged containers without charge to  
389 the Town or customer except when a customer is known to have willfully  
390 removed or damaged a container/cart may be charged a fee to repair or replace the  
391 damaged container/cart not to exceed the actual cost to the contractor of the  
392 container/cart. The charges for replacement of items such as lids and wheels will  
393 be part of the technical proposal.

394 5) The provider may make private collections with the same vehicles used for  
395 collections under this agreement, provided that such use in any way impairs the  
396 delivery of service required under this agreement.

397 6) Provider further agrees that it will, upon request and for a reasonable fee, return  
398 solid waste containers to its repair yard for purposes of thoroughly cleaning said  
399 containers (commercial containers)

400  
401 **20. Inspection of Equipment.**

402 The Town shall have the right to inspect all vehicles, equipment, and containers  
403 used by the Provider in carrying out the requirements of this agreement,  
404 Provider shall promptly perform all correction of conditions found to be in  
405 violation of any Town ordinances, state or federal laws.

406  
407  
408  
409 **21. Supervision, Employees.**

410

- 411 1) Provider shall employ and retain supervisors and employees who are  
412 experienced and qualified to assure performance of this agreement.
- 413 2) Provide adequate operating and safety training for all of its employees  
414 and personnel including, but not limited to hazardous waste management.
- 415 3) Furnish, upon the request of the Town, information concerning the  
416 background and experience of any supervisor, agent or employee of the  
417 Provider.
- 418 4) Require the appropriate field employees to wear a company uniform  
419 clearly labeled with the name of the company and employee. Such clothing  
420 will be as neat and clean as circumstances permit. Shirts will be required at  
421 all times.
- 422 5) Allow the Town to make a complaint regarding any employee or agent of  
423 the Provider who violates any provision hereof or who is wanton, negligent,  
424 or discourteous in the performance of his or her duties; who is unnecessarily  
425 noisy or violates the motor vehicle code. Any disciplinary action suggested by  
426 the Town shall not be binding on the Provider;
- 427 6) Require that employees follow regular walkways for pedestrians while on  
428 private property, not trespass or loiter on private property; not cross  
429 property to adjoining property and not meddle or tamper with property  
430 which does not or should not concern them:
- 431 7) Require that each employee assigned to drive a vehicle shall, at all times  
432 carry a valid driver's license for the type of vehicle being driven, and shall  
433 comply with all other state and local laws, ordinances, rules, and regulations;
- 434 8) Encourage that each employee be trained in first aid;
- 435 9) Assure that each employee that drives or operates vehicles or equipment  
436 is properly trained in the operation thereof;
- 437 10) Provider will cleanup any spilled debris associated with pickup.
- 438
- 439 22. **ENFORCEMENT.** The Town hereby further grants the Contractor the  
440 right to seek an injunction against any third party that is believed to be  
441 infringing on their rights of Contractor to this exclusive franchise agreement.  
442 By granting this right to Contractor, the Town in no way reduces its right to

- 443 enforce this Agreement or any other Town ordinance relating to the  
444 collection and disposal of garbage, refuse, or rubbish.
- 445 23. **SOLID WASTE REGULATIONS.** The service furnished hereunder to the  
446 Town and its inhabitants shall be subject to the Town’s ordinance relating to  
447 the collection and disposal of solid waste. The Town shall cite into Municipal  
448 Court any person in violations of the Town’s solid waste ordinance. The  
449 Town shall modify its solid waste ordinance as necessary to implement the  
450 terms of this Agreement.
- 451
- 452 24. **COMMERCIAL CONTAINERS.** The Town and Contractor agree that all  
453 commercial and industrial establishment and apartment complexes will have  
454 at a minimum one 96-gallon receptacle, which may be replaced by the front  
455 load containers. An establishment generating one yard or more of solid  
456 waste per week will be required to obtain a frontload container and/or a roll  
457 off container from contractor.
- 458
- 459
- 460 25. **FORCE MAJEURE.** If either party is delayed, hindered or prevented  
461 from performing any act required by this Agreement by circumstances  
462 beyond its reasonable control whether or not foreseeable, including,  
463 without limitation, fires typhoons, hurricanes, severe weather, floods,  
464 volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of  
465 terrorism, labor disputes, inability to procure materials, failure of power,  
466 acts of God, or significant threats of such circumstances or any future laws,  
467 rules, regulations, orders or acts of any local, state, or federal, or provincial  
468 government (“Force Majeure”), then performance of such act shall be  
469 excused for the period of the delay and the period of the performance of  
470 any such act shall be extended for a period equivalent to the period of such  
471 delay. The party claiming Force Majeure shall promptly notify the other  
472 party when it learns of the existence of a Force Majeure condition and when  
473 the Force Majeure condition is terminated.
- 474

475                   26.     **DEFAULT.**     If the Contractor defaults in the performance of any of the  
476                   terms of this agreement, the Town shall provide notice for the nature of the  
477                   default in writing to Contractor from the Town Council, signed by the Mayor  
478                   and attested by the Town Clerk. Within 30 days following such notice,  
479                   Contractor shall correct the default. If the default cannot be corrected within  
480                   30 days, Contractor shall commence correcting the default within 30-day  
481                   period and the proceed diligently to correct the default, If Contractor fails to  
482                   correct the default as provided above, such failure shall be grounds for the  
483                   forfeiture and termination of all rights under this Agreement. Notices or  
484                   correspondence under this agreement shall be given in writing to the  
485                   following addresses and shall be deemed delivered on the date of the actual  
486                   delivery or the date mailed by registered or certified United States mail:

487  
488  
489                   If to Contractor:           Road Runner Waste Service, Inc.  
490                                   P.O. BOX 5550  
491                                   Bernalillo, New Mexico, 87004  
492                                   Att: Vicki Andrews

493  
494  
495                   If to Town:                 Town of Bernalillo, New Mexico  
496                                   P.O. Box 638  
497                                   Bernalillo, NM, 87004  
498                                   Att: Ida Fierro

499  
500                   27.     **ARBITRATION.**     In the event that any dispute involving this  
501                   Agreement cannot be resolved by the parties either party may submit the  
502                   dispute to arbitration in accordance with the rules of the American  
503                   Arbitration Association. Any award of such arbitration may be enforced in a  
504                   court of competent jurisdiction.

505  
506                   28.     **ASSIGNABILITY.**   This agreement, as well as the rights hereunto may be  
507                   assigned by Contractor herein, as well as all succeeding contractor at their  
508                   option with the approval of the Town, such approval not to be unreasonably  
509                   withheld, or the rights of such contractors or successors hereunder may be

510 transferred under foreclosure proceedings or judicial sale, or may be  
511 transferred form one holder to a third party by the operation of a forfeiture  
512 clause of any agreement between such persons, in which case assignees  
513 shall succeed to all rights, duties, and liabilities of the Contractor hereunder.

514  
515 Several Highlights of the contract; Roadrunner will be picking up daily. If a customer's trash is  
516 not picked up for some reason on their day of service. Being there is a truck here daily, it will be  
517 picked up the next day. They will offer manure pick up for those residents that have horses.  
518 Their trucks are smaller than Waste Management trucks. Being the drivers work off route sheets,  
519 they will work with the Town to remove trash bins of those customers that have been  
520 disconnected for non-payment of their water bill.

521  
522 Mayor Torres entertained a motion.

523  
524 Councilor Prairie made a motion to award the Contract for Solid Waste Service for the Town of  
525 Bernalillo to Road Runner Waste Service, Inc. The motion was seconded by Councilor Jaramillo  
526 and the motion carried unanimously.

527  
528  
529

530 **MISCELLANEOUS SECTION: 8a) Public Comment.**

531 Dan Darnell the new Public Sector Manager from Waste Management introduced himself and  
532 stated that Waste Management would make the transition to Road Runner Waster Service, Inc as  
533 smooth as possible.

534

535 **MISCELLANEOUS SECTION: 9b) Information on Federal Police Staffing Grant.**

536 **Presenter: Chief Tom Romero**

537

538 Tom Romero informed the Governing Body on the submission of an application for a  
539 Department of Justice Staffing Grant. Requested was 1 full time officer. The grant would pay the  
540 salary and benefits for three years and the Town would have to guarantee to pick up the police  
541 officer as an employee. This staffing would allow the police department to have 20 officers not  
542 including the lieutenant and myself. The Application has been submitted. Notification will be  
543 given in the fall if Town is selected for the grant.

544

545

546 **MISCELLANEOUS SECTION: 9c) Announcements. Presenter: Mayor Torres**

547 Maria Rinaldi stated that applications are now available for the Memorial Day Parade.

548  
549 Maria Rinaldi stated that there will be a tree sale at Rotary Park for Arbor Day on Friday begins  
550 at 10 a.m.

551  
552 Maria Rinaldi stated that Chris Perez Town Attorney and she are working on a plan and policy  
553 for leasing public property.

554  
555 Chief Tom Romero stated there will be a low cost animal shot clinic at the Police Department on  
556 Saturday.

557  
558 Ida Fierro stated there will be a workshop for the budget on May 9<sup>th</sup> at 5:30 in the Town Council  
559 Chambers.

560  
561 There being no further business, Councilor Prairie moved to adjourn the meeting at 7:10 P.M.  
562 The motion was seconded by Councilor Sisneros and carried unanimously.

563  
564  
565 Done this 25th day of April 2016.

566  
567  
568 ATTEST:

569 \_\_\_\_\_  
570 Ida Fierro, Town Clerk  
571 (seal)

\_\_\_\_\_  
Jack S. Torres, Mayor