

#A-08-18

MANAGEMENT AGREEMENT FOR HATCHITA TRANSFER STATION

This Agreement is made and executed between the BOARD OF GRANT COUNTY COMMISSIONERS, hereinafter referred to as "COUNTY" and SOUTHWEST SOLID WASTE AUTHORITY, hereinafter referred to as "CONTRACTOR."

Witnessed:

WHEREAS, the County owns the transfer station in Hatchita, New Mexico,; and

WHEREAS, the County desires to provide the residents of that area the best service possible; and

WHEREAS, The Contractor is in the business of providing management and operation of transfer stations in the county;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The Contractor will provide for the day-to-day management and staffing of the transfer station.
2. The Contractor will be responsible for all required reports to be prepared and submitted to appropriate agencies.
3. The Contractor is an independent Contractor and the County is without right of control over the hours, manner, or details in which the services required by this Agreement are to be performed.
4. The Contractor may hire employees to perform any or all of the services required by this Agreement. Contractor assumes the obligation of meeting all requirements of the law concerning employees. Said employees shall be employees of the Contractor and the County assumes no obligations or liabilities concerning said employees.
5. The Contractor will coordinate with the New Mexico Environmental Department on compliance inspections..
6. The Contractor will assume management of private hauling service.
7. The Contractor shall submit to the County by the first of each month an invoice detailing charges for services rendered.
8. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act..
9. Contractor may not assign his obligations under this Agreement except upon the written permission of the County.
10. Either party may terminate this Agreement by giving sixty-(60)-days written notice to the other party.

11. The County shall compensate the contractor in the amount of \$5,475.00 annually plus actual labor and benefit costs. Said compensation shall be made in monthly payments due and payable by the 10th of each month following the month the services are rendered.
12. The County shall also pay for actual tipping and private hauling fees billed in accordance with the current practice.
13. The County shall be responsible for all grounds maintenance for the Hatchita transfer station.
14. The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or other funding agencies. If the Legislature or other funding agencies does not make sufficient appropriations and authorization, this agreement shall, notwithstanding any other provisions of this agreement, terminate immediately upon Contractors receipt of written notice of termination from the County. The County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
15. This agreement becomes effective upon full execution and will remain in effect until either party chooses to terminate it.

This Agreement was signed and approved on May 22, 2008 by the Board of Grant County Commissioners in Silver City, Grant County, New Mexico.

BOARD OF GRANT COUNTY COMMISSIONERS


HENRY TORRES, CHAIRMAN

ATTEST: 

ROBERT ZAMARRIPA, GRANT COUNTY CLERK

SOUTHWEST SOLID WASTE AUTHORITY


ALEX C. BROWN, CHAIRMAN


DATE

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on the 10th day of July, 2008.



method : A|W



Henry Torres, Chairman

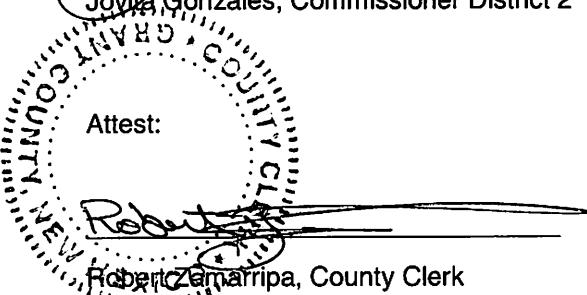


Mary Ann Sedillo, Commissioner District 1



Joyita Gonzales, Commissioner District 2

Attest:



Roberto Zamarripa, County Clerk