



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
NOVEMBER 4, 2013 – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 11/1/13 TIME 11:40am
RECEIVED BY Yolanda Green
FILED BY SSC

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES

Regular Finance Committee Meeting – October 21, 2013

CONSENT AGENDA

6. Bid No. 14/09/B – City of Santa Fe Safe Routes to School Project and Construction Agreement; TLC Plumbing & Utility. (LeAnn Valdez)
 - A. Request for Approval of First Amendment to Cooperative Project Agreement – City of Santa Fe Routes to School Project; New Mexico Department of Transportation.
 - B. Request for Approval of Budget Increase – Project Fund
7. Bid No. 14/18/B – Indefinite Quantity for Bulk Fuel; Desert Fuel, Inc., Petroleum Traders Corporation, and Honstein Oil and Distributing, LLC. (Robert Rodarte)
8. Request for Approval of Procurement under State Price Agreement – Market Station – Two (2) Canon Multifunction Copiers; Rocky Mountain Business, Inc. (Chip Lilienthal)
9. Request for Approval of Amendment No. 1 to Memorandum of Understanding – Reduce Number of Parking Permits at Santa Fe Community Convention Center Parking Garage; Santa Fe County. (PJ Griego)
10. Request for Approval of Amendment No. 3 to Professional Services Agreement – Genoveva Chavez Center Website; Desert Elements Design. (Ivie Vigil)



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
NOVEMBER 4, 2013 – 5:00 P.M.

11. Request for Approval of Professional Services Agreement – Security Services at Genoveva Chavez Community Center (RFP #14/04/P); Blackstone Security Services, Inc. (Ivie Vigil)
12. Request for Approval of Memorandum of Agreement and grant award – Bus and Bus Facilities Program for Santa Fe Trails; New Mexico Department of Transportation, Transit and Rail Division. (Ken Smithson)
 - A. Request for Approval of Budget Increase – Grant Fund
13. Request for Approval of Agreement – 2013 State of New Mexico Capital Appropriation Project; State of New Mexico Department of Finance and Administration. (David Chapman)
14. Request for Approval of Professional Services Agreement and Lease – Project Manager for Two (2) Fund 892 Capital Appropriation Projects on Behalf of the City of Santa Fe, Fiscal Agent and Improvements to La Familia Medical Center on Alto Street; La Familia Medical Center. (David Chapman)
15. Request for Approval of Non-Exclusive, Non-Perpetual and Non-Assignable Easement – Use of 2723 Square Foot area within the Conservation Easement at the Railyard Park along the Easterly Boundary of 1606 Paseo De Peralta; SITE Santa Fe. (Edward Vigil)
16. Request for Approval of Professional Services Agreement – Santa Fe River Trail Connections and Improvements (RFP #13/31/P); Louis Berger Group, Inc. (Brian Drypolcher)
 - A. Request for Approval of Budget Transfer – CIP Bond Fund
17. Request for Approval of Procurement under State and Federal Price Agreements – City-Wide ITT Related Services and Equipment; Various Vendors. (Robert Rodarte)
18. Request for Approval of Professional Services Agreement – Phase II Construction Services at North Railyard Development Including Structural Shoring at Alcadessa Street and Railyard Underground Parking Structure Improvements; Santa Fe Railyard Community Corporation. (Robert Siqueiros)
 - A. Request for Approval of Budget Increase – Santa Fe Railyard Project Fund



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
NOVEMBER 4, 2013 – 5:00 P.M.

19. Request for Approval of Professional Services Agreement – Lobbyist Services for City of Santa Fe (RFP #14/07/P); Mark Duran and Associates, Inc. (Robert Rodarte)
20. Request for Approval of Donation – K9 Vehicle to Santa Fe County Corrections. (Eric Sanchez)
21. Utility Billing System and Implementation Services (RFP #13/33/P); N. Harris Computer Corporation. (Peter Ortega)
 - A. Request for Approval of Information Technology Agreement – Utility Billing/Customer Information Software and Implementation Services.
 - B. Request for Approval of Software License Agreement – Quality Customer Service and Accurate Billing to Utility Customers.
 - C. Request for Approval of Annual Support and Maintenance Agreement.
22. Request for Approval of 2014 Finance Committee Meetings. (Marcos Tapia)
23. Request for Approval of a Resolution Directing Staff from the City of Santa Fe and the Santa Fe Public School District to Enter into Negotiations to Explore the Options for the City to Acquire the Property at 1730 Llano Street (Oliver Lafarge Library and Former Tino Griego Pool) so that the Property may be Used for the Provision of Youth Services and Continuation of Library Services. (Councilors Trujillo, Wurzbarger, Calvert and Bushee) (Isaac Pino)

Committee Review:

Public Works (approved)	10/28/13
Joint City Council/Santa Fe School Board (scheduled)	11/14/13

Fiscal Impact – No

24. Request for Approval of an Ordinance Relating to Sewer Rates for Properties Located Outside the City Limits; Amending Subsection 22-6.2 SFCC 1987 to Establish that the Santa Fe County Housing Assistance Ordinance shall have Jurisdiction Over Properties Outside the City Limits; and Amending Rule 8 A. of Exhibit A of Chapter 22 SFCC 1987, City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule, to Establish Customer Wholesale Rates for Properties Located Outside the City Limits that are Connected to the City Sewer System. (Councilor Calvert) (Bryan Romero)



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
NOVEMBER 4, 2013 – 5:00 P.M.

Committee Review:

Public Utilities (scheduled)	11/06/13
City Council (request to publish)	11/13/13
City Council (public hearing)	12/11/13

Fiscal Impact – Yes

25. Request for Approval of a Resolution Relating to Climate Change as a Real and Growing Threat to the Well-Being of Present and Future Inhabitants of Santa Fe and Urging the U.S. Congress to Pass Legislation that Levies an Annually Increasing Revenue Neutral Fee on the Carbon in Fossil Fuels at the Point of Production and Importation. (Councilor Bushee) (Katherine Mortimer)

Committee Review:

City Council (scheduled)	11/13/13
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Fiscal Impact – No

END OF CONSENT AGENDA

DISCUSSION

26. OTHER FINANCIAL INFORMATION:

- A. Status of the City's Cash and Investment Portfolio as of September 30, 2013. (Helene Hausman)
- B. Update of Proposed Gross Receipts (Hold Harmless Revenue Replacement). (Marcos Tapia)
- C. Update on Collection Fees. (Robert Rodarte)

27. MATTERS FROM THE COMMITTEE

28. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520 five (5) working days prior to meeting date.

**SUMMARY OF ACTION
FINANCE COMMITTEE MEETING
Monday, November 7, 2013**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1-2
APPROVAL OF CONSENT AGENDA	Approved [amended]	2
CONSENT AGENDA LISTING		2-4
APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – OCTOBER 21, 2013	Approved	4
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING – REDUCE NUMBER OF PARKING PERMITS AT SANTA FE COMMUNITY CONVENTION CENTER PARKING GARAGE; SANTA FE COUNTY	Approved	4-5
REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT – GENOVEVA CHAVEZ CENTER WEBSITE; DESERT ELEMENTS DESIGN	Approved w/direction to staff	5
REQUEST FOR APPROVAL OF NON-EXCLUSIVE, NON-PERPETUAL AND NON-ASSIGNABLE EASEMENT – USE OF 2723 SQUARE FOOT AREA WITHIN THE CONSERVATION EASEMENT AT THE RAILYARD PARK ALONG THE EASTERLY BOUNDARY OF 1606 PASEO DE PERALTA; SITE SANTA FE	Approved	6-7
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – SANTA FE RIVER TRAIL CONNECTIONS AND IMPROVEMENTS (RFP #13/31/P); LOUIS BERGER GROUP, INC.	Approved	7-9
REQUEST FOR APPROVAL OF BUDGET TRANSFER – CIP BOND FUND	Approved	7-9

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – PHASE II CONSTRUCTION SERVICES AT NORTH RAILYARD DEVELOPMENT INCLUDING STRUCTURAL SHORING AT ALCADESA STREET AND RAILYARD UNDERGROUND PARKING STRUCTURE IMPROVEMENTS; SANTA FE RAILYARD COMMUNITY CORPORATION	Approved	9-12
REQUEST FOR APPROVAL OF BUDGET INCREASE – SANTA FE RAILYARD PROJECT FUND	Approved	9-12
REQUEST FOR APPROVAL OF DONATION – K-9 VEHICLE TO SANTA FE COUNTY CORRECTIONS	Approved	12-14
REQUEST FOR APPROVAL OF A RESOLUTION DIRECTING STAFF FROM THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOL DISTRICT TO ENTER INTO NEGOTIATIONS TO EXPLORE THE OPTIONS FOR THE CITY TO ACQUIRE THE PROPERTY AT 1730 LLANO STREET (OLIVER LaFARGE LIBRARY AND FORMER TINO GRIEGO POOL), SO THAT THE PROPERTY MAY BE USED FOR THE PROVISION OF YOUTH SERVICES AND CONTINUATION OF LIBRARY SERVICES	Approved [amended]	14-17
REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO SEWER RATES FOR PROPERTIES LOCATED OUTSIDE THE CITY LIMITS; AMENDING SUBSECTION 22-6.2 SFCC 1987 TO ESTABLISH THAT THE SANTA FE COUNTY HOUSING ASSISTANCE ORDINANCE SHALL HAVE JURISDICTION OVER PROPERTIES OUTSIDE THE CITY LIMITS; AND AMENDING RULE 8A. OF EXHIBIT A OF CHAPTER 22, SFCC 1987, CITY OF SANTA FE SANITARY SEWER RATE, FEE AND PENALTY SCHEDULE, TO ESTABLISH CUSTOMER WHOLESALE RATES FOR PROPERTIES LOCATED OUTSIDE THE CITY LIMITS THAT ARE CONNECTED TO THE CITY SEWER SYSTEM	Approved	17-18
***** END OF CONSENT CALENDAR DISCUSSION *****		

ITEM**ACTION****PAGE****DISCUSSION****OTHER FINANCIAL INFORMATION:**

STATUS OF THE CITY'S CASH AND INVESTMENT
PORTFOLIO AS OF SEPTEMBER 30, 2013

Information/discussion

18

UPDATE OF PROPOSED GROSS RECEIPTS
(HOLD HARMLESS REVENUE REPLACEMENT)

Information/discussion

18

UPDATE ON COLLECTION FEES

Information/discussion

19-21

MATTERS FROM THE COMMITTEE

Information/discussion

21

ADJOURN

21

**MINUTES OF THE
CITY OF SANTA FE
FINANCE COMMITTEE**
Monday, November 4, 2013

1. CALL TO ORDER

A meeting of the City of Santa Fe Finance Committee was called to order by Chair Carmichael A. Dominguez, at approximately 5:00 p.m., on Monday, November 4, 2013, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT:

Carmichael A. Dominguez, Chair
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Bill Dimas
Councilor Peter N. Ives

OTHERS ATTENDING:

Marcos A. Tapia, Finance Department
Yolanda Green, Finance Division
Melessia Helberg, Stenographer.

There was a quorum of the membership in attendance for the conducting of official business.

NOTE: All items in the Committee packets for all agenda items are incorporated herewith to these minutes by reference. The original Committee packet is on file in the Finance Department.

3. APPROVAL OF AGENDA

Mr. Tapia said he needs to remove two items from the agenda: Item #6 because there was a protest on the bid, and Item #17 because they are going to go a different route to make sure there are no blanket approvals, commenting that the City Manager wants Item #17 pulled and he agrees with him.

Councilor Bushee said she has had requests from Aspen School for a sidewalk, and she doesn't see it listed in the Safe Routes to School Project, and she would like staff to find out the reason a sidewalk isn't included.

MOTION: Councilor Bushee moved, seconded by Councilor Ives, to approve the agenda, as amended.

VOTE: The motion was approved on a voice vote, with Councilors Bushee, Dimas and Ives voting in favor of the motion, no one voting against, and Councilor Calvert absent for the vote.

4. APPROVAL OF CONSENT AGENDA

Councilor Bushee noted Councilor Ives is a cosponsor on Item #25, and would like him to be added, noting he was left off for some reason.

MOTION: Councilor Ives moved, seconded by Councilor Bushee, to approve the following Consent Agenda, as amended.

VOTE: The motion was approved on a voice vote, with Councilors Bushee, Dimas and Ives voting in favor of the motion, no one voting against, and Councilor Calvert absent for the vote..

CONSENT AGENDA

6. **BID NO. 14093/B – CITY OF SANTA FE SAFE ROUTES TO SCHOOL PROJECT AND CONSTRUCTION AGREEMENT; TLC PLUMBING & UTILITY. (LEANN VALDEZ)**
 - A. **REQUEST FOR APPROVAL OF FIRST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – CITY OF SANTA FE ROUTES TO SCHOOL PROJECT; NEW MEXICO DEPARTMENT OF TRANSPORTATION.**
 - B. **REQUEST FOR APPROVAL OF BUDGET INCREASE – PROJECT FUND.**

THIS ITEM WAS REMOVED FROM THE AGENDA
7. **BID NO. 14/18/B – INDEFINITE QUANTITY FOR BULK FUEL; DESERT FUEL, INC., PETROLEUM TRADERS CORPORATION AND HONSTEIN OIL AND DISTRIBUTING, LLC. (ROBERT RODARTE)**
8. **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – MARKET STATION – TWO (2) CANON MULTIFUNCTION COPIERS; ROCKY MOUNTAIN BUSINESS, INC. (CHIP LILIENTHAL)**
9. ***[Removed for discussion by Councilor Bushee]***
10. ***[Removed for discussion by Councilor Ives]***
11. **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – SECURITY SERVICES AT GENOVEVA CHAVEZ COMMUNITY CENTER (RFP #14/04/P); BLACKSTONE SECURITY SERVICES, INC. (IVIE VIGIL)**

12. REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT AND GRANT AWARD – BUS AND BUS FACILITIES PROGRAM FOR SANTA FE TRAILS; NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRANSIT AND RAIL DIVISION. (KEN SMITHSON)
 - A. REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.
13. REQUEST FOR APPROVAL OF AGREEMENT – 2013 STATE OF NEW MEXICO CAPITAL APPROPRIATION PROJECT; STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. (DAVID CHAPMAN)
14. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AND LEASE – PROJECT MANAGER FOR TWO (2) FUND 892 CAPITAL APPROPRIATION PROJECTS ON BEHALF OF THE CITY OF SANTA FE, FISCAL AGENT AND IMPROVEMENTS TO LA FAMILIA MEDICAL CENTER ON ALTO STREET; LA FAMILIA MEDICAL CENTER. (DAVID CHAPMAN)
15. *[Removed for discussion by Councilor Bushee]*
16. *[Removed by Councilor Bushee]*
17. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE AND FEDERAL PRICE AGREEMENTS – CITY-WIDE ITT RELATED SERVICES AND EQUIPMENT; VARIOUS VENDORS. (ROBERT RODARTE) THIS ITEM WAS REMOVED FROM THE AGENDA.
18. *[Removed for discussion by Councilor Ives]*
19. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – LOBBYIST SERVICES FOR CITY OF SANTA FE (RFP #14/07/P); MARK DURAN AND ASSOCIATES, INC. (ROBERT RODARTE)
20. *[Removed for discussion by Councilor Bushee]*
21. UTILITY BILLING SYSTEM AND IMPLEMENTATION SERVICES (RFP #13/33/P); N. HARRIS COMPUTER CORPORATION. (PETER ORTEGA)
 - A. REQUEST FOR APPROVAL OF INFORMATION TECHNOLOGY AGREEMENT – UTILITY BILLING/CUSTOMER INFORMATION SOFTWARE AND IMPLEMENTATION SERVICES.
 - B. REQUEST FOR APPROVAL OF SOFTWARE LICENSE AGREEMENT – QUALITY CUSTOMER SERVICE AND ACCURATE BILLING TO UTILITY CUSTOMERS.
 - C. REQUEST FOR APPROVAL OF ANNUAL SUPPORT AND MAINTENANCE AGREEMENT.
22. REQUEST FOR APPROVAL OF 2014 FINANCE COMMITTEE MEETINGS. (MARCOS TAPIA)
23. *[Removed for discussion by Councilor Calvert]*

24. *[Removed for discussion by Chair Dominguez]*

25. REQUEST FOR APPROVAL OF A RESOLUTION RELATING TO CLIMATE CHANGE AS A REAL AND GROWING THREAT TO THE WELL-BEING OF PRESENT AND FUTURE INHABITANTS OF SANTA FE AND URGING THE U.S. CONGRESS TO PASS LEGISLATION THAT LEVIES AN ANNUALLY INCREASING REVENUE NEUTRAL FEE ON THE CARBON IN FOSSIL FUELS AT THE POINT OF PRODUCTION AND IMPORTATION (COUNCILOR BUSHEE AND COUNCILOR IVES). (KATHERINE MORTIMER) Committee Review: City Council (scheduled) 11/13/13. Fiscal Impact – No.

END OF CONSENT AGENDA

5. APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – OCTOBER 21, 2013.

MOTION: Councilor Dimas moved, seconded by Councilor Bushee, to approve the minutes of the Regular Finance Committee Meeting of October 21, 2013, as presented.

VOTE: The motion was approved on a voice vote, with Councilors Bushee, Dimas and Ives voting in favor of the motion, no one voting against, and Councilor Calvert absent for the vote..

CONSENT CALENDAR DISCUSSION

Councilor Calvert arrived at the meeting

9. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING – REDUCE NUMBER OF PARKING PERMITS AT SANTA FE COMMUNITY CONVENTION CENTER PARKING GARAGE; SANTA FE COUNTY. (P.J. GRIEGO)

Councilor Bushee said she doesn't know what vehicles the County parks at the Convention Center. She said someone at the City said the County is reducing the cost of parking for its fleet, noting this is one of the reasons there are no public parking spaces at the new Courthouse, and asked if that is true.

P.J. Griego said, as far as he knows, the County has parking at the new facility, but it is for employees that are in the building, noting the County still has employees on Grant Street that need parking in this area.

Councilor Bushee asked if the County is parking some of its fleet at the new Courthouse as a cost savings measure.

Mr. Griego said they are using the old Courthouse property, not the new Courthouse. .

Councilor Bushee asked what did they work out for people to park at the Courthouse, given they didn't have a lot of parking for the public, and asked if that was parking at the Railyard.

Mr. Griego said that isn't anything the City is involved in. He believes there is a lower level for employees, but he isn't sure about that.

Councilor Bushee said she raises this issue on behalf of the public, noting that the City was involved, because the County was looking to the City to provide on-street parking and perhaps create a one-way street. She said will have to go over to the County for an update.

MOTION: Councilor Bushee moved, seconded by Councilor Dimas, to approve this request.

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

MOTION: Councilor Calvert moved, seconded by Councilor Bushee, to reconsider the previous approval of the Consent Agenda to remove Item #23 for discussion, and to approve the Consent Agenda, as amended.

VOTE: The motion was approved unanimously on a voice vote

10. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT – GENOVEVA CHAVEZ CENTER WEBSITE; DESERT ELEMENTS DESIGN. (IVIE VIGIL)

Councilor Ives said, "I don't have questions on the specific agreement, but more broadly on the City's various websites, and a request to staff to prepare some sort of short report identifying how many websites the City sponsors through its various departments, and what various contracts relate to those websites. I know a number of them and I appreciate the information you provided, but I would like to get a fuller understanding of that in hopes of trying to integrate some of those systems in ways that make sense for the City."

MOTION: Councilor Ives moved, seconded by Councilor Calvert, to approve this request, with direction to staff to prepare the report as requested by Councilor Ives.

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

15. REQUEST FOR APPROVAL OF NON-EXCLUSIVE, NON-PERPETUAL AND NON-ASSIGNABLE EASEMENT – USE OF 2723 SQUARE FOOT AREA WITHIN THE CONSERVATION EASEMENT AT THE RAILYARD PARK ALONG THE EASTERLY BOUNDARY OF 1606 PASEO DE PERALTA; SITE SANTA FE. (EDWARD VIGIL)

Councilor Ives said he would recuse himself from participating on this agenda item.

Councilor Bushee asked if the owners plan to have outdoor seating for the café, noting they have an awning, and asked if outdoor seating would be allowed.

Edward Vigil said their intent is eventually to build some sort of café within their existing facility which is inside, at the southeast corner of the building. He said the Conservation Easement itself provides that they can add doors which would be additional entries and exits on the outside of the building.

Councilor Bushee said she just wondered if there was sufficient room, and if we could amplify this in any way to allow for outdoor seating. She said, "I thought that would be fun in the summer time, particularly to have some kind of liveliness. And if there is room over there, I thought if we were doing it, maybe we could add that as a possibility and they didn't have to come back, if that was something in their future."

Mr. Vigil said he can't speak to that, but there is a large amount of area that lies between the ramada area and the lease parcel where this facility is located. He said if the City opted to do that, he is sure it would be possible.

Councilor Bushee asked if we could add that possibility to the Lease Agreement.

Mr. Vigil said he can't speak to that, and he would defer to Legal on that.

Councilor Bushee said as this moves forward, she would ask Legal if that is possible, if the applicant wants it.

Ms. Amer said, "This is an easement that was provided in the original Conservation Easement, and it does permit outdoor seating."

MOTION: Councilor Bushee moved, seconded by Councilor Calvert, to approve this request.

DISCUSSION: Councilor Dominguez said, "My question deals with gathering places and the definition of large numbers of people, because it sounds like that is something that is prohibited, and if that needs to be more specific." He said he is speaking to Subsection L, pages 6 and 7 of the Conservation Easement.

Ms. Amer said, "This easement is limited to seating for 30 people, and that doesn't qualify as a large event."

Chair Dominguez said then Ms. Amer is comfortable with that.

Councilor Bushee said, just to be clear, if they wanted to serve wine and beer, that would be prohibited currently.

Ms. Amer said, "I don't know the answer to that question. I haven't researched that."

Richard Czoski, Community Railyard Corp, said, "It is City owned property, so the exception to the Ordinance where you're not allowed to consume alcohol on City-owned property is for Railyard lease parcels. This is an easement, so they would not be able to consume alcohol on the easement, but they could have outdoor seating for other purposes. That's the way I understand it to work."

Councilor Bushee's remarks here are inaudible.

VOTE: The motion was approved on a voice vote, with Councilors Bushee, Dimas and Calvert voting in favor of the motion, no one voting against, and Councilor Ives recused.

16. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – SANTA FE RIVER TRAIL CONNECTIONS AND IMPROVEMENTS (RFP #13/31/P); LOUIS BERGER GROUP, INC. (BRIAN DRYPOLCHER)
A. REQUEST FOR APPROVAL OF BUDGET TRANSFER – CIP BOND FUND.

Councilor Bushee noted they are widening the existing trail between St. Francis and DeFouri, and asked if that means along Alameda.

Mr. Drypolcher said yes, the existing sidewalk from St. Francis to DeFouri, we are envisioning that we would widened that paralleling the River.

Councilor Bushee said some sections were across from the old cooperative, which is now a "gold frame," and asked if he means "all the way down."

Mr. Drypolcher said this is correct.

Councilor Bushee said some of those are brand new sections.

Mr. Drypolcher said he wouldn't characterize the existing sidewalk between St. Francis and DeFouri as brand new. He said there is a component we just built, as part of the River Park improvements across from Villa Alegre and near Louis Montano Park, that is brand new. He said the configuration of those improvements were put in place anticipating this widening of the sidewalk.

Councilor Bushee asked if that will mean pouring all new sidewalk.

Mr. Drypolcher said that determination has not been made at this point, but that's a possibility. He said more likely we would look at pouring an extension of the existing sidewalk to make it wider.

Councilor Bushee said when you do the widening of the DeFouri Bridge and you include new sidewalks connected to it, it's going to have the brown cement. Would that mean you are going to run all new sidewalk and it would be that new kind of adobe colored stuff.

Mr. Drypolcher said, with apologies, it hasn't been designed yet, and they haven't gone through all of the design considerations, and he has no answer at this time.

Councilor Bushee said we are approving the funding for it, and asked, "Will I see it again to ask more questions."

Chair Dominguez said, "You don't want to design it from up here do you."

Councilor Bushee said no, but the caption says "River Trail Connections and Improvements, so I presumed I could talk about the improvements."

Mr. Drypolcher said there will be two public meetings for this component of the project.

Councilor Bushee said, "And you'll let us know and we'll see the specifics again here, or just Public Works." She said she asks because she's attended several meetings for the DeFouri Street Bridge and has had input on 'we don't want a separate pedestrian crossing from the DeFouri Street Bridge and we want to improve the Closson Street zig-zaggy thing that you can barely take a bicycle over.' I want to know when I can have input."

Mr. Drypolcher said staff would be willing to present the design solutions to this Committee at some point.

Chair Dominguez asked when Mr. Drypolcher would have that information ready.

Mr. Drypolcher said there will be design solutions worth looking in terms of their level of resolution within the year and probably less than that.

Councilor Bushee said people have asked her about the Paseo de la Conquistadora River Trail connection which we never made. She wants the details.

Chair Dominguez said, "I will work to get something on the agenda with some of this stuff."

MOTION: Councilor Bushee moved, seconded by Councilor Calvert, to approve this request.

DISCUSSION: Councilor Ives said he wants to see more of what we are doing, noting the referenced planning documents are "getting a little long in the tooth," arguably.

Councilor Ives said this is designed in 5 phases, and he is always curious about how much we will spend in total over the course of the project and the length of time to complete the project. He is hoping to get an update on the potential underpass at St. Francis at some point in time.

Mr. Drypolcher said they asked the design team to separate the projects into two distinct bid packages – the River Trails connection component at Conquistadora near Alto Park, and a couple of connections along the River Trail corridor. They had the potential to fast track those and get them done within the year. He said in the downtown core they will look east of DeFouri, and the current proposal is to go under Guadalupe and Sandoval, and will get into longer term issues – permitting with the Army Corps of Engineer because we're getting into the River Channel and just the sensitivity of the downtown core and historic determinations, and the look and feel of design solutions. He said it should be within one year for the first bid package, but he can't estimate the time for the second bid package.

Councilor Ives said it raises the general question, for him, as to whether we want to go back and evaluate the applicability of the 1985 and 1995 plans for these improvements, given the age of the documents. He asked if it would make sense to update these plans at some point.

Mr. Drypolcher said the master plans that came before, really are conceptual plans and there are design guidelines, but not specific design solutions, for along the corridor. He said due to the level of resolution and conceptual nature, they really are flexible. However, the alignments we're talking about and the concept of bring the River Trail from point A to point B is very consistent with the master plan documents that came before.

Councilor Ives said in doing the succeeding phases, he hopes we have an eye on those plans to see if there are things that can be or should be updated to the current date.

Councilor Bushee would like for this to go to BTAC at some point. She said, given we're not going to have on-road bicycle lanes, we need to be sure our Codes are in alignment with regard to riding on the sidewalk/trail.

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

**18. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – PHASE II
CONSTRUCTION SERVICES AT NORTH RAILYARD DEVELOPMENT INCLUDING
STRUCTURAL SHORING AT ALCADESA STREET AND RAILYARD UNDERGROUND
PARKING STRUCTURE IMPROVEMENTS; SANTA FE RAILYARD COMMUNITY
CORPORATION. (ROBERT SIQUEIROS)**

**A. REQUEST FOR APPROVAL OF BUDGET INCREASE – SANTA FE RAILYARD
PROJECT FUND.**

Councilor Ives said this involves the north Railyard development, so it isn't something that implicates any interest of the Trust for Public Lands, so he has no conflict or any beneficial interest. He asked to be corrected if he is incorrect.

Chair Dominguez said as long as it is duly noted and if anyone thinks Councilor Ives has a conflict, they need to speak up.

Councilor Calvert said his basic question is how is this being funded.

Mr. Siqueiros said the infrastructure for most of the Railyard has been funded through the Railyard GRT Fund.

Councilor Calvert asked if there is adequate funding for this project, noting at least part of this wasn't anticipated.

Mr. Siqueiros said for the most part, this part of construction has been anticipated in terms of improving the parking structure. He said they have been banking on the Railyard GRT, so they have been keeping track of the funds. He said, for the most part, this portion has funding available in that fund.

Councilor Calvert said then we're not talking about deferrals and such to fund this, and Mr. Siqueiros said no.

Councilor Calvert said he got the impression some of this was not anticipated because of the way the theater was intended to be built originally. He said because of the way it is designed and where it will fit, it isn't going to go as far as originally planned toward the parking garage, and the City will have to do extra work.

Mr. Siqueiros said, "That is correct, and the design for the cinema has changed drastically since the previous approval, and the improvements we are seeing would have been completed by the original holder of the cinema parcel. When the parcel was turned over to the City and the SFRCC, we picked up those obligations as well."

Councilor Bushee said no one told us about those costs at the time. She asked what caused the subsidence of the sidewalks and the perimeter of the Market Station building.

Mr. Siqueiros said the short answer is the complexity of the construction of the infrastructure, having several contractors at the site at the same time, and the hard winters we experienced between completing parking structure and the infrastructure.

Councilor Bushee asked if any of it is due to poor workmanship.

Mr. Siqueiros said the compaction around that area was compromised, otherwise there wouldn't be any settlement. So at some point during the construction the compaction of the soil was compromised around the parking structure.

Councilor Bushee said that is part of the construction. She asked if there "is any going back" at this point.

Councilor Calvert said he thinks the City settled that.

Councilor Bushee asked if the rooftop water harvesting is functional, and Mr. Siqueiros said yes.

Councilor Bushee asked if we are collecting a certain amount of water.

Mr. Siqueiros said we will be collecting the majority of the roof water off the cinema building.

Councilor Bushee asked if that is the only building.

Mr. Siqueiros said that is the only building we are constructing now.

Councilor Bushee said the idea was to be able to harvest the water off all the buildings.

Mr. Siqueiros said the majority of buildings that are constructed are harvesting water in our structure now, with the exception of the cinema.

Councilor Bushee asked how many gallons that is.

Mr. Siqueiros said he has done the calculations and it is definitely sized adequately to hold the cinema roof water. He said he will get those numbers for her.

MOTION: Councilor Bushee moved, seconded by Councilor Calvert to approve Item #18, as requested by staff.

DISCUSSION: Chair Dominguez asked about the canopy in phase 2, and the Market Station canopy, and asked if those are two separate items.

Ms. Siqueiros those are two separate items. The funding for the canopy will come out of the GRT, but it is not part of Railyard Corporation's contract. He clarified that he is speaking of the canopy for the City offices.

Chair Dominguez said there is a table in the packet with the number of PSA's that have been approved, and asked how those correlate with these proposed and pending phases.

Mr. Siqueiros said the only phase shown on Exhibit A, the Chronology of PSA's, would be phase 1, noting phase 1 through phase 5 are primarily for the construction of the infrastructure surrounding the cinema. The others were for the platform at the Santa Fe Depot, the security at the Railyard for two seasons, sidewalk improvements and such.

Councilor Calvert said he is not familiar with the new design, and asked if there will be an underground connection between the parking garage and the new theater.

Mr. Siqueiros said no.

Councilor Bushee said she thought there was supposed to be a connection.

Mr. Siqueiros said there was an underground connection in the original design.

Responding to Councilor Bushee, Mr. Siqueiros said for the most part the additional costs are the City's obligation. However, we are working with Violet Crown to not duplicate construction, nor to do construction that Violet Crown may have to remove, so we're coordinating that so as to not duplicate our resources and to save money.

Councilor Bushee asked if the wine bar is still owned by the Railyard, LLC, the one that never opened.

Mr. Siqueiros said the developer would be the Railyard company.

Councilor Bushee said this looks a little bit derelict.

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

MOTION: Councilor Bushee, seconded by Councilor Calvert, to approve 18(A) as requested.

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

20. REQUEST FOR APPROVAL OF DONATION – K9 VEHICLE TO SANTA FE COUNTY CORRECTIONS. (ERIC SANCHEZ)

Councilor Bushee she has no problem with the donation, she just wondered what happened to the City's K-9 Program.

Eric Sanchez said that would be a question for the Police Department.

Councilor Bushee said she thought we had just bought new vehicles.

Deputy Chief Schaerfl said currently, the Santa Fe Police Department has no K-9 officers, due to the retirement of all 3 of the most recently certified officers. He said one of the officers, Brian Hidalgo, had to retire his dog. He is still with the Department. He said the vehicles they used have been repurposed for the bicycle officers, but those are 2004 Chevy Tahoes. He said they haven't purchased anything new recently.

Deputy Chief Schaerfl said the big reason they haven't reinstated the program is the cost-prohibitive nature, noting the K-9 dogs cost about \$10,000 each, and the first certification of the Officer is extremely expensive as well. He said there is no officer currently certified to do that. He said it is still on the books as a possibility, but they have no one able to refill that role, plus the cost-prohibitive nature of the programs. He said all of the dogs and handlers were retired.

Councilor Bushee asked the age of the vehicle.

Deputy Chief Schaerfl said it is a 2000 Crown Victoria that happens to have a canine cage, noting it was our canine loner when we had our own program. It is a vehicle we haven't utilized in an extremely long time.

Councilor Bushee how the County uses the K-9 Program, commenting she would assume we still have a need for it. She said, "What makes me crazy on the cost prohibitive side is, wouldn't you say that was a positive program for our Department."

Deputy Chief Schaerfl said, "I like K-9 officers and their K-9's. I think it's a benefit to the Agency, having been the special operations field for thirteen-some-odd years, and we used them a lot. They are a big expense from the liability side. It's the single most litigious protection that we have to have insurance for – the K-9's. That aside, Risk Management has had the insurance to cover that historically. Due to the retirement of all of ours over the past 3 years, either the dog or the officer, it just hit us all of a sudden that it would be very expensive to re-ignite it with multiple K-9 dogs. It's very hard to have just one because of the type of training we have to do, usually is accommodated by two or more officers. Could it be resurrected, it sure could, but we would have to reidentify some funding sources for it."

Councilor Bushee asked how we use K-9's primarily.

Deputy Chief Schaerfl said, "Our dogs historically, have been patrol service dogs, meaning they are certified to detect different varieties of narcotics, as well as to track, and that could be little lost kids or suspects. So they had a multiple certification role."

Councilor Bushee said, "It's not about the vehicles for me. I'm not sure that was a wise move. And I'm not the Police Chief, but we just kind of find out about those things after the fact."

MOTION: Councilor Calvert moved, seconded by Councilor Dimas, to approve this request.

DISCUSSION: Councilor Dimas asked the value of the vehicle.

Mr. Sanchez said the original purchase price was \$20,000.

Councilor Dimas asked if the current value is about \$100.

Mr. Rodarte said at this point if we sent it to auction, it would be valued at \$800 to \$1,000. He said the reason it is here is because under the Procurement Rules, any City-owned asset that is going to be donated has to come through here – Finance Committee and City Council..

Councilor Dimas asked if the vehicle has been used at all.

Deputy Chief Schaerfl said the last time it was used "in any way, shape or form," was when we still had K-9 officers internally, and it was only a loaner vehicle if one of their primary vehicles was down for maintenance. He said, "That vehicle has set at our warehouse for the last 18 months to 2 years, unused."

Councilor Dimas asked if it still has all the equipment on it.

Deputy Chief Schaerfl said it has a light bar that meets State standards, and it has the old version of our markings. He said with this donation, the County will have to make adjustments to the look of the vehicle. He said the Santa Fe Police radio has been stripped, and anything proprietary to the Santa Fe PD has been removed. The K-9 kennel insert in the rear seat is really what they want it for, because it's certified to transport a K-9 dog.

Responding to Councilor Dimas, Deputy Chief Schaerfl said the light bar on it is one of the old rotary halogen lights we don't service any more.

Councilor Dimas said it probably would be less expensive just to leave it on the car, and Deputy Chief Schaerfl agreed.

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

- 23. REQUEST FOR APPROVAL OF A RESOLUTION DIRECTING STAFF FROM THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOL DISTRICT TO ENTER INTO NEGOTIATIONS TO EXPLORE THE OPTIONS FOR THE CITY TO ACQUIRE THE PROPERTY AT 1730 LLANO STREET (OLIVER LaFARGE LIBRARY AND FORMER TINO GRIEGO POOL), SO THAT THE PROPERTY MAY BE USED FOR THE PROVISION OF YOUTH SERVICES AND CONTINUATION OF LIBRARY SERVICES (COUNCILORS TRUJILLO, WURZBURGER, CALVERT AND BUSHEE). (ISAAC PINO) Committee Review: Public Works (approved) 10/28/13; and Joint City Council/Santa Fe School Board (scheduled) 11/14/13. Fiscal Impact – No.**

Councilor Calvert said he doesn't remember the terms of the 40 year lease we had with the School District on this property.

Mr. Pino said the essential components of the Lease are the Lease was for 40 years at \$1 per year, and it is renewable for another 40 years.

Councilor Calvert said the previous School Board said that wasn't the price they were looking for on renewal.

Mr. Pino said this is correct, two years ago.

Councilor Calvert said he is hopeful the current School Board would entertain those types of terms. He has no problem with the Resolution. As the sponsor, his primary concern is the Library, because it is existing and if we don't renew the lease, we will be looking for a new building and location and it will get expensive.

Councilor Calvert said Councilor Trujillo is very interested in the Teen Center, but the Teen Center gets more verbiage in the Lease, and the library gets a footnote at the end. He said the library is the most important thing to him, because if we don't get it squared away, it will be expensive. He said the Teen Center may or may not come about and he doesn't have a problem with that, but that's a whole other set of expenditures. He said he signed on to work to preserve the library in that site, and hopefully the School will be of a mind to help us to continue to do that.

Councilor Bushee said perhaps we could beef up the language, and make it more than a continuation of library services. She said, however, the aim is to get the whole property and build the Teen Center. She asked if we have the terms worked out with the schools.

Mr. Pino said, "We do not. As a matter of fact, I met with them on Friday to see if we are getting close to being able to start doing that. And they said they want to hear the Council's vote on the Resolution. The School Board has already voted on this Resolution, apparently."

Councilor Bushee said she is supportive of "this and the library staying there and the expanded library at some point. She said she gets a lot of calls about the future of LaFarge. She said another question people ask her is what is going to happen on the land on the south side of the arroyo. She said people in that area are concerned about the traffic.

Mr. Pino said one of the reasons there is such an emphasis on youth services in the Resolution is that's what triggers the School's ability to be able to donate the property to the City at no cost, and the reason for the focus on that. He doesn't think they meant to short-shrift the library. However, to meet the Board of Finance requirements it has to be for provision of services to youth.

Councilor Bushee said the emphasis on youth is also because there are 5 schools within a small distance.

Chair Dominguez would like to be more specific in the language on lines 3-5, page 2, because it just says "many," and he doesn't know what that means. He asked if we are looking at a two-mile radius. He said, "I'll say this again. I always look at Whereases as being findings of fact, and that's a little too vague for me. Do you think you can get that clarified. It says the location is central to many of Santa Fe's elementary, middle and high schools. I just need something. In my opinion, it's not many, but I want that quantified. It's not many compared to where I live. Mention them by name. If you wanted to use the whole City of Santa Fe as the boundary you could say many."

Chair Dominguez continued, "And then on the 'Therefore be it resolved,' if you look at lines 21-23, where did that language come from, because I think in the lease there is specific language in there that speaks to the priority of the facility in terms of youth services."

Mr. Pino said his understanding is that this is the language which was proffered to meet the requirements of the Board of Finance.

Chair Dominguez asked, "Is this coming straight from the lease that meets that."

Mr. Pino said he can't say for certain and would have to check.

Chair Dominguez said, "To speak to Councilor Calvert's concern, it almost seems as though we might want to be more vague than specific.... how can I say that. We want to be specific to youth services. A library can be considered as youth services, but we really want to find out if the School District is willing to enter into negotiations." He is curious about the language and if we need to be more consistent with what is in the current lease. He asked if there is a current lease.

Mr. Pino said there is a current lease that runs until 2017.

Chair Dominguez said, "Otherwise, I think it would be in the best interest for the City of Santa Fe to look at coming up with a trade, or maybe acquiring that property. I'm a little curious to find out what's going on behind the scenes, but I'll worry about that later."

Councilor Ives said Mr. Pino said the current lease expires in 2017, and asked if there is a renewal provision in the lease.

Mr. Pino said yes, renewal for another 40 years.

Councilor Ives asked what does the lease say about rentals during the renewal period.

Mr. Pino said it isn't specific to that. He said the only feedback we've ever had on what the rental might be was from the previous School Board and Superintendent who suggested it was time for the City to go on a market rate lease.

Councilor Ives said he would like to look at the underlying document "when you get a chance."

Chair Dominguez said, with regard to LaFarge, "I know there's a huge cost that's been analyzed by staff on making that a library, and asked if this is still the case."

Mr. Pino said, "There was some consultant work done on the Library and the Teen Center which was completed in the last 5 years, and it hasn't been revisited for the last 4 years anyway."

Chair Dominguez asked if we still have that data.

Mr. Pino said yes.

Chair Dominguez would like to include the data in the Whereases. He said it would be helpful if he could provide that information to everyone on the Committee, and asked the data be broken down by both the Teen Center and the Library.

MOTION: Councilor Calvert moved, seconded by Councilor Dimas, to approve this request.

DISCUSSION: Chair Dominguez said he will work with Councilor Trujillo on this. If this is to be a teen center, there is a case to be made that in the southwest sector, where the population is the youngest, where the largest schools exist, that you could justify a need for one there as well. His hope is to work with Councilor Trujillo on this.

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

Mr. Pino said, "If I may, I would like to ask the consent of the Committee, absent the entire Council, to go ahead and provide the requested language that you've asked for, and to shoot a draft over to the Public Schools, because we have a joint meeting coming up with them almost about the next time there's a Council meeting. And they've already passed this Resolution I'm told, so I just want them to have the new language that we might propose.

Chair Dominguez said, "That's fine. It's really just information, there is no action necessarily in the language that I proposed, so okay."

- 24. REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO SEWER RATES FOR PROPERTIES LOCATED OUTSIDE THE CITY LIMITS; AMENDING SUBSECTION 22-6.2 SFCC 1987 TO ESTABLISH THAT THE SANTA FE COUNTY HOUSING ASSISTANCE ORDINANCE SHALL HAVE JURISDICTION OVER PROPERTIES OUTSIDE THE CITY LIMITS; AND AMENDING RULE 8A. OF EXHIBIT A OF CHAPTER 22, SFCC 1987, CITY OF SANTA FE SANITARY SEWER RATE, FEE AND PENALTY SCHEDULE, TO ESTABLISH CUSTOMER WHOLESALE RATES FOR PROPERTIES LOCATED OUTSIDE THE CITY LIMITS THAT ARE CONNECTED TO THE CITY SEWER SYSTEM (COUNCILOR CALVERT). (BRYAN ROMERO) Committee Review: Public Utilities (scheduled) 11/06/13; and City Council (scheduled) 11/13/13. Fiscal Impact – Yes.**

A copy of a proposed amendment sheet to this bill, proposed by staff, is incorporated herewith to these minutes as Exhibit "1."

Bryan Romero noted an amendment sheet was passed out to the Committee [Exhibit "1"]. He said this corrects an error on page 7, which is it should be \$3.95 instead of \$3.78 per 1000 gallons. He will stand for questions regarding this item.

MOTION: Councilor Calvert moved, seconded by Councilor Ives, to approve this request, as amended.

DISCUSSION: Mr. Romero said this will be heard at the Public Utilities Committee on Wednesday.

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

END OF CONSENT CALENDAR DISCUSSION

DISCUSSION

26. OTHER FINANCIAL INFORMATION:

A. STATUS OF THE CITY'S CASH AND INVESTMENT PORTFOLIO AS OF SEPTEMBER 30, 2013. (HELENE HAUSMAN)

Helene Hausman presented information from her Memorandum of November 4, 2013, which is in the Committee packet. Please see this Memo for specifics of this presentation.

Ms. Hausman said she met with Washington Federal today and they seem interested in the possibility of a \$250,000 Certificate of Deposit, commenting they don't want to go any more than the FDIC insured right now. She said she thinks it was a positive meeting and we'll see where things go.

B. UPDATE OF PROPOSED GROSS RECEIPTS (HOLD HARMLESS REVENUE REPLACEMENT). (MARCOS TAPIA)

Marcos Tapia said these are scenarios we are examining with regard to the hold harmless, noting he will have a timeline for the City Manager to review. This looks to see what it would produce if it were to be enacted and what it would affect. He said he did another calculation if we just did 2/8, noting Las Cruces enacted the full increment. He said the LFC met on this and they are talking about bringing this up again in the next Legislative Session, because it was rushed and not well thought out on some areas. For example, Los Alamos County is a Class H City/County, so both would be hit with the 3/8. He said Corrales would make money off this, potentially 10 times the amount.

Chair Dominguez said then there will be changes by the Legislature, but we don't know what those will be.

Mr. Tapia said this is correct, but he doesn't think they will pull the whole thing. However, he believes they will correct what they already have.

Chair Dominguez asked how does the Hold Harmless work.

Mr. Tapia said it is by percentage, starting at 94%, pro-rated over the next 15 years, until we get nothing. He said the first year we will lose about \$630,000. It will be a little less each month.

C. UPDATE ON COLLECTION FEES. (ROBERT RODARTE)

A copy of the *Request for Proposals for Debt Collection Service for the City of Santa Fe*, is incorporated herewith to these minutes as Exhibit "2."

Mr. Rodarte said on December 2012 a Debt Collection Service RFP was issued and they received 9 good proposals. However, as it moved forward, we had a change in Finance Director, and Jamison Barkley left the City, the sponsors of the RFP. He said the RFP's went over 120 days, so they decided to bring it back. He said they took the previous RFP from December 2012, changed a few things, noting it will advertise on Wednesday, November 6, 2013. The recommendation for the award of the contract should be ready by the second week in January 2014. He said this basically will be a collection service for public utilities, parking, Lodger's Tax, but not the library which is a different kind of collection process.

Mr. Rodarte said when they issued the RFP in December 2012, one of the most important things this Committee wanted in a contractor, was to have a soft type of collections process which is sensitive to the residents of Santa FE. He said the RFP seeks a collection process in which we can see examples of how they do it, rather than doing the "hard core" way of collections. He said, "So it's coming and it is in the process now."

Councilor Calvert said we need to move substantially on this before we discuss Item #26(B), because if we don't demonstrate/prove that we are doing the best we can to collect existing fees, then people will be questioning the reason we are doing #26(B). He said this is very important and the preamble to 26(B).

Councilor Calvert said when Mr. Rodarte listed what collections would be covered under this RFP, he didn't hear anything on the False Alarm Ordinance. He said he thinks the RedFlex contract allows them do their own collections. He said we need oversight on that, but it is only reasonable to allow them to do that because it's fair to people who are paying. He said we want to be fair to those who are paying, while motivating those who might think of not paying. He said we need some sort of discussion about "cutting them loose and letting them do that, because we held off doing anything, pending this RFP. If those aren't going to be included in the RFP we need to have that specific discussion for that contract.

Mr. Rodarte said the contracts for Cry Wolf and RedFlex are coming up for renewal and we are in the final year of these contracts. He thinks it's a good idea to explore the possibility of putting collections under one umbrella.

Councilor Calvert said he has a problem with including Cry Wolf and Redflex. He said we already are giving them a certain percentage, and if we get somebody separately to do collections, we will be paying them a percentage for collections as well, and we will lost an even larger percentage of the overall amount. He said with an umbrella arrangement they would still get a percentage of the collection, so we will be paying double.

Mr. Rodarte said in negotiating those contracts, we can easily remove the collection element of the contract.

Councilor Calvert said yes, we could do that, but the question is whether we would want to do that.

Mr. Rodarte said we can explore all of the possibilities as we move forward.

Councilor Calvert said, "As those contracts come up for renewal, if we decide to renew both of them, if one is already allowed to do collections, then perhaps we should allow the other one to do it, if we decide to renew those contracts."

Councilor Bushee said she is relooking at the budget from the last go-round and the one before. She personally doesn't favor adding GRTs back on food, nor does she favor any GRT increment and believes it is detrimental to our local economy, and it would make us the highest in the State.

Councilor Bushee said, "The \$19 million that was in Wastewater is still there. And the project that was on the books for all those years that it turns out we didn't need to build, I believe is still there. And from my perspective, there is a lot more reviewing that needs to be done, let's just say. I don't know if it's up to the level of auditing, but I would really like to find some of those large ticket items. I understood we were going to get the old project off the books. I mean, \$19 million sitting around in Wastewater, they're not even cash reserves, they are cash balances that are unencumbered. And I would like a close examination of a lot of those, but let's start with the Wastewater Fund that seems like a little bit of a slush fund at this point."

Brian Snyder, City Manager, said, "I disagree that it is a slush fund, and would like to do clarification of that. The \$19 million we found several years ago is tied into the finance plan to keep the rates at the rate they are now."

Councilor Bushee said we just raised the rates.

Mr. Snyder said, correct, but the rates would have been even higher if we didn't have that money. That funding is going to be used for upcoming projects, whatever the project. He noted those funds were used to help fund the emergency work on Alameda and other similar sized projects.

Councilor Bushee said the balance is still \$19 million.

Chair Dominguez said that was the balance at the time of budget, but some of it has been spent, and asked Mr. Snyder if this is correct.

Mr. Snyder said, "That's my understanding. There was a balance at the time of budget, as well as it's for upcoming projects at the Treatment Plant. We used some of it on the Digester Emergency contract that we did."

Councilor Bushee asked Mr. Snyder to prepare a break-down of how those funds were spent for the project that Costy had approved that was never built – \$10 or \$12 million. She would like the balance of those funds.

Mr. Snyder said he can do that, as well as providing the balance of funds and the plans for using those funds.

Councilor Bushee said, "That's just my perspective at this point. I think there's a lot more to look at, and I would hate for us to be precipitous on an additional tax."

Councilor Ives said he would echo Councilor Calvert's remarks about wanting to make sure we have a handle on past due accounts, and believes this is prudent before we consider imposing additional gross receipts tax.

Councilor Ives would like to create a much simpler structure for people to pay on line as well as incentivizing these programs in ways that encourages people to pay on line – a gradually increasing tier for unpaid fees and fines. He said Albuquerque's parking fines can be paid on line as can all of their different kinds of payments. He said we need to educate people to pay on line instead of having to go through collections procedures and other avenues which end up being more expensive. He said, hopefully, as part of the process he hopes we will look at web based solutions which make sense for Santa Fe and make it as easy as possible for people to pay on line.

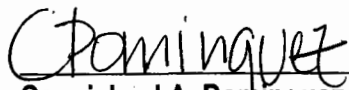
27. MATTERS FROM THE COMMITTEE

Councilor Ives said we approved the payment of the remaining balance to the firm which was working on the plans for the St. Francis underpass, but he hasn't heard how that ended, or if there is a final report, and he would like that information as we start discussing the mechanism at that intersection just north of Cerrillos. He thought we had agreed to expend the left-over funds to start to focus on that option.

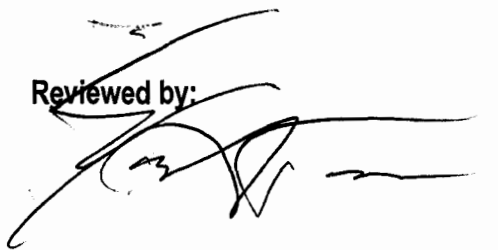
Chair Dominguez asked Mr. Tapia to provide a full Memo on this issue to all of the members of this Committee, with regard to the last action, direction that was given and by whom, noting that was about a year ago.

28. ADJOURN

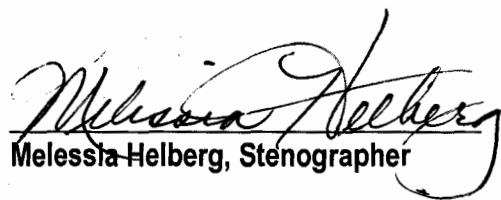
There was no further business to come before the Committee, and the meeting was adjourned at approximately 6:20 p.m.


Carmichael A. Dominguez, Chair

Reviewed by:

A handwritten signature in black ink, appearing to be 'Marcos A. Tapia', written over a horizontal line.

Marcos A. Tapia, Director
Department of Finance

A handwritten signature in black ink, appearing to be 'Melessia Helberg', written over a horizontal line.

Melessia Helberg, Stenographer

**CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2013-____
(Sewer Rates for Properties Outside the City Limits)**

Mayor and Members of the City Council:

We propose the following amendment(s) to Bill No. 2013-____:

On page 7, *delete* the following:

<i>Customer Wholesale Rate for Santa Fe County</i>			
<u>Effective Date</u>		<u>Monthly Service Fee</u>	<u>Monthly Usage Fee</u>
<u>January 1, 2014</u>	<u>Connected to county water</u>	<u>\$4.29/unit*</u>	<u>\$3.78 per 1000 gallons of water**</u>
<u>January 1, 2014</u>	<u>Not connected to county water</u>	<u>\$4.29/unit*</u>	<u>\$14.22/unit*</u>

And *insert* the following, in lieu thereof:

<i>Customer Wholesale Rate for Santa Fe County</i>			
<u>Effective Date</u>		<u>Monthly Service Fee</u>	<u>Monthly Usage Fee</u>
<u>January 1, 2014</u>	<u>Connected to county water</u>	<u>\$4.29/unit*</u>	<u>\$3.95 per 1000 gallons of water**</u>
<u>January 1, 2014</u>	<u>Not connected to county water</u>	<u>\$4.29/unit*</u>	<u>\$14.22/unit*</u>

Respectfully submitted,

Staff

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE
FINANCE

"REQUEST FOR PROPOSALS"

DEBT COLLECTOR SERVICE FOR THE
CITY OF SANTA FE

Public Utilities

- SW -
- WATER -
- WASTEWATER -

- Parking -

- Lodgers TAX -

- Licenses -

- Morgan - Permits

RFP #14/13/P

PROPOSAL DUE:

December 2, 2013

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

Exhibit "2"

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Attachments:	
1. Instructions Relating to Local Preference Certification Form	
2. Local Preference Certification Form	
3. Resident Veterans Preference Certification	
4. Sample Contract	
5. Minimum Wage Ordinance	

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '14/13/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, December 2, 2013. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

DEBT COLLECTOR SERVICE FOR THE CITY OF SANTA FE

The proponent'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 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.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

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


Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 11/01/13
To be published on: 11/06/13

Received by the Albuquerque Journal Newspaper on: 11/01/13
To be published on: 11/06/13

PROPOSAL SCHEDULE

RFP # '14/13/P

- | | | |
|----|--|--|
| 1. | Advertisement | November 6, 2013 |
| 2. | Issuance of RFP'S: | November 6, 2013 |
| 3. | Receipt of proposals: | December 2, 2013 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | January 17-18, 2014 |
| 5. | Interviews: | January 8-9, 2014 |
| 6. | Recommendation of award
to Finance Committee: | To be determined |
| 7. | Recommendation of award
to City Council: | To be determined |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time December 2, 2013.

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. "Overnight delivery" will be determined to be non-responsive if delivered late, 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: '14/13/P

Title of the proposal: Debt Collector Service for the City of Santa Fe

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 City of Santa Fe determines it is in the best interest of the city.

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 City 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 City of Santa Fe.

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 said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein 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 City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City 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. LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the

highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. 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) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

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 of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified 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 be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city 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 ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

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 city reserves the right to cancel all or any part of this order without cost to the city 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 city 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 with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe 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 city 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 city 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 City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have 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.

SCOPE OF SERVICES

'14/13/P

The City of Santa Fe is requesting a proposal from qualified respondents to provide collection services for delinquent city accounts, including but not limited to, utility billing, parking violations, and alarm ordinance violations. The response to this RFP will include proposed services and price quotations/collection fees to handle accounts as referred for collection by the City of Santa Fe. The proposals offered shall be complete in every respect whether specifically defined herein, which are necessary to achieve a system for account collection. Proposal submittals shall include samples of all correspondence that will be utilized.

The Contract term will be for a period of four (4) years from date of execution of the contract. Upon award, a contract from each the selected vendor will be required to be filled out and approved by the Santa Fe City Council. A sample of the contract is attached.

The review and approval of the RFP process is a multi-step process which requires variable amounts of time.

Responders are advised that the projected dates listed in the "Tentative timetable" may change as required.

Deadline for RFP responses:	December 2, 2013 2:00 p.m. MST
Evaluations of Proposals:	January 9-9, 2013
Council Approval:	To be determined

The Collector shall propose the contingency fee percentage of the total amount collected that it proposes to retain as payment for collection services for all referred accounts. The Collector will accept outstanding accounts with a start date to be determined by statute of limitations for each type of debt. At this time, the majority of accounts sent for collection are first referrals. Upon referral for collections, the City of Santa Fe will provide addresses, phone numbers, and any other relevant information to the agency. The Collector agrees to collect the debt at the contingency fee percentage established by the City.

SCOPE OF WORK of the Collector Service Contract:

The Collector shall:

1. Accept for collection and pursue diligent collection efforts, in accordance with the terms and conditions set forth in this Contract, regarding the accounts which the City chooses to refer to it for collection without regard to the amount of the account.
2. Implement through collection procedures, including telephone calls, mail efforts, and skip tracing wherever necessary, in order to achieve a maximum recovery of any referred delinquent account. Collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debtor in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other

- applicable federal or state law. Collector's employees and agents, when communication with any individual with respect to a debt, either by telephone, correspondence, or otherwise, shall truthfully state who they are and who they are employed by.
3. Comply with all Federal and State Laws when conducting business of behalf of the City of Santa Fe..
 4. Provide the City of Santa Fe a letter acknowledging each account received for collections within (10) business days of receipt which will further reflect the principal, interest, late charges, collection costs and the total amount placed for collection..
 5. Provide a quarterly Debtor Status Report for all accounts referred to the Collector by the City, The report shall be issued on the tenth(10) business day of March, June, September and December. Individual or cumulative Debtor Status Reports may be requested at any time and must be issued with five (5) business days..
 6. Accept for collection and engage in diligent collection efforts for all referred accounts regardless of the amount of the account.
 7. For correspondence collection services, use only correspondence format that has received prior written approval by City. Collector will copy City on all correspondence sent to a third party regarding any account placed with Collector by City. City reserves the right to rescind any previous approval.
 8. Prepare and mail payment notices to each debtor at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by City.
 9. By the tenth (10) day of each month, remit by wire transfer or by check to City, , all monies collected for City during the preceding calendar month, taking care to insure all debtor checks have been cleared on or before such date, together with an itemization of the payments received for each account. The itemization will feature debtor's name, account number, amount collected and whether or not the account has been closed. Collector's statement
 10. Along with all monthly itemization of payments received by Collector, submit requests for payment of the agreed upon contingency fee % on total amounts collected. The amount due to Collector will then be paid by City within thirty (30) calendar days following the receipt of Collector's request for payment.
 11. Include in the monthly request for payment, all payments received directly by the City for accounts referred to the Collector shall be included in the total payments collected which shall be subject to the agreed upon contingency fee percentage. The City shall within five (5) working days notify the Collector of any payment received by them for an account under referral to the Collector.
 12. In the event a referred account is reduced or canceled by the City, no contingency fee will be due the Collector for the amount of the reduction or cancellation.
 13. Update all referred accounts using simple interest at least monthly.
 14. Not charge a collection fee for cancellations, deferments or postponements approved by City.
 15. Make every effort to collect accounts prior to making recommendations to file suits on such accounts; however, Collector has no authority to file suit on any account referred by City which shall be the sole authority of the City.

16. Not accept any compromise settlement on any account without prior written approval of City.
17. Immediately suspend collection efforts either temporarily or permanently on any account upon notification by City.
18. Maintain company records on all referred accounts in a manner that allows audit by City or its representatives any time during normal business hours. Collector will not destroy any of the records and documents relating to City accounts until it has received written permission to do so from City, but in no event less than five (5) years after a particular debtor file is closed.
19. Indemnify, defend and hold harmless The City of Santa Fe, City and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by Collector or its officers, agents or employees in the performance of this contract.
20. Not assign this Contract, in whole or in part, without the prior written consent of City.
21. Be responsible for ensuring accounts are updated to reflect the amount actually past due. Collector shall return an account to City as soon as the delinquency has been paid in full. Collector must exercise special care to ensure the entire principal with interest and penalties assessed and collection fees, as authorized by the debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.
22. After receiving written notice from the City that a referred account has been determined to be "uncollectible" or "lost" due to any act or omission of the Collector or its officers, agents or employees, reimburse City for any amount which has been determined to be "uncollectible" or which is lost due to any act or omission of Collector or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of City, acknowledging a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to City.
23. Suspend action either temporarily or permanently on any account, in whole or in part, referred for collection upon notification to do so by City, or upon notice of bankruptcy of the debtor, and to return accounts to City upon request. Accounts referred to Collector by City must be returned to City if there is no payment activity for twelve (12) consecutive calendar months since date of last transaction.
24. Forward in full to City any amounts received by Collector which are in excess of monies due and payable with an explanation that the amount is an overpayment. Collector is not entitled to request a contingency fee for overpayments and shall not retain any portion of the overpayment.
25. Promptly cancel and return to City all accounts on which collection activity has ceased or accounts which are requested to be returned by City. Collector agrees to return accounts with a record of any contacts made with the debtor including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to City that Collector agrees to perform.

26. Provide written acknowledgement within three (3) business days of receipt of complaints or inquiries transmitted to Collector by City which arise out of Collector's performance of this contract, indicating the measures undertaken to resolve the complaint or respond to the inquiry with a time frame for resolution.
27. Represent and warrant that Collector is and will remain in good standing and comply with all applicable laws, including but not limited to, a business license from the City of Santa Fe, if a corporation, or a certificate of good standing for the corporation from the State of New Mexico or state of incorporation, and a valid CRS # from the State of New Mexico..
28. Maintain in effect, an errors and omissions insurance policy in the amount of \$500,000.00 to protect against errors and omissions by the Collector or any of its officers, agents or employees. The certificate of insurance must be provided before any services begin. Collector must provide the City notice of any cancellation of errors and omissions insurance policy within three (3) business days.
29. Maintain a satisfactory blanket employee dishonesty bond in the minimum amount of \$100,000.00. The Collector is also to maintain a complete bonding program adequate for the purpose of protecting the City against any loss through failure by the Collector or any of its officers, agents or employees to reimburse the City its share of monies collected. Proof of bonding will be required before services commence. Collector must notify City of any cancellation of any bond within three (3) business days of any cancellation.
30. Provide information on subcontractors that Collector proposes to use for the City's prior written approval. Information will include qualifications in terms of years in business, experience, size of facilities and number of employees and their average years of experience in servicing similar accounts.
31. Include a list of at least five (5) but no more than ten (10) clients of services comparable in type and scope of service in this solicitation in the last two years. Local government clients are preferred. The list shall include client's name, point of contact, telephone and fax number and e-mail address. City of Santa Fe reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

SUBMITTAL REQUIREMENTS

1. Letter of transmittal which included the following information:
 - a. Name, address and telephone /fax number of business;
 - b. Name of the primary contract;
 - c. Authorized signature and title of proponent;
 - d. Date of proposal; and,
 - e. Statement that the proponent has the ability to provide the debt collector services requested and will comply with the contract terms and conditions set forth in this RFP, if awarded the contract.
2. A cost proposal with hours, hourly rates by category of personnel to be assigned to the contract (principal, staff, clerical, etc.), and any other costs associated with the contract. It is requested that each proponent submit their cost proposal detailing hour of rate.
4. Background, qualifications, and experience of the firm in conducting debt collecting. Indication of ability of firm to perform this contract in a timely, effective and efficient manner.
6. A listing of names, addresses and telephone numbers of persons who may be contacted for reference.
7. Copy of current City of Santa Fe Business Registration Number, if proponent is a City of Santa Fe business.
8. Copy of New Mexico State Taxation and Revenue gross receipts number.
9. One original and three copies of proposal submitted.

FAILURE to adequately address and submit the above requirements may constitute forfeiture of the proposal, as to the determined by the City Purchasing Officer. For ease of evaluation, proposal should be formatted in the order as listed above.

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Past Experience and Expertise/References; Description of past project management experience in the successful implementation of cost-effective debt collector service, including success rate	25			250
Demonstrated knowledge in the debt collector service	20			200
Availability and Schedule, including proposed contingency fee percentage	25			250
Proposed Work Plan including total level of effort and methods to be used in collection	30			300
Total Score	100			1000

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested, a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership or joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, I will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ on this ____ day of _____.

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

FOR RFP PURPOSES ONLY
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City: Scope of Work and Budget are attached hereto as Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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 City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$____), CHOICE [plus] or [inclusive] of applicable gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed CHOICE [and eligible, prior-approved reimbursable expenses incurred]. Compensation shall be paid only for services actually performed and accepted by the City.

CHOICE [D. The eligible reimbursable expenses are detailed in the attached Budget as "Exhibit B."]

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City'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 City and the Contractor, whichever last and terminate on _____, [20xx], unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

CHOOSE ONE OR TWO DEPENDING ON PAYMENT METHOD

(CHOICE 1) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination..

(CHOICE 2) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and accepted by the City and prior approved reimbursable 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 City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City 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 subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

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 City.

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 performance of this Agreement no persons 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 City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, 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 City to any obligation not assumed herein by the City 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 City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor

shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If applicable, the 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 City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs 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 employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and

limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to 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 City 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.

16. 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 City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City 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 City of Santa Fe. 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 Court.

18. AMENDMENT

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

19. 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.

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 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.

21. 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.

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:

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CHOICE -- DAVID COSS, MAYOR FOR CONTRACTS OVER \$50,000 OR ROBERT ROMERO, CITY MANAGER FOR CONTRACTS UNDER \$50,000

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
(Name & Title)

Judith H. Morgan for

GENO ZAMORA, CITY ATTORNEY

11/15/12

CRS # _____
City of Santa Fe Business
Registration # _____

APPROVED:

DR. MELVILLE MORGAN, DIRECTOR
FINANCE DEPARTMENT

BUSINESS UNIT/LINE ITEM

EXHIBIT A

1. Accept for collection and pursue diligent collection efforts, in accordance with the terms and conditions set forth in this Contract, regarding the accounts which the City chooses to refer to it for collection without regard to the amount of the account.
2. Implement through collection procedures, including telephone calls, mail efforts, and skip tracing wherever necessary, in order to achieve a maximum recovery of any referred delinquent account. Collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debtor in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other applicable federal or state law. Collector's employees and agents, when communication with any individual with respect to a debt, either by telephone, correspondence, or otherwise, shall truthfully state who they are and who they are employed by.
3. Comply with all Federal and State Laws when conducting business of behalf of the City of Santa Fe..
4. Provide the City of Santa Fe a letter acknowledging each account received for collections within (10) business days of receipt which will further reflect the principal, interest, late charges, collection costs and the total amount placed for collection..
5. Provide a quarterly Debtor Status Report for all accounts referred to the Collector by the City. The report shall be issued on the tenth(10) business day of March, June, September and December. Individual or cumulative Debtor Status Reports may be requested at any time and must be issued with five (5) business days..
6. Accept for collection and engage in diligent collection efforts for all referred accounts regardless of the amount of the account.
7. For correspondence collection services, use only correspondence format that has received prior written approval by City. Collector will copy City on all correspondence sent to a third party regarding any account placed with Collector by City. City reserves the right to rescind any previous approval.
8. Prepare and mail payment notices to each debtor at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by City.
9. By the tenth (10) day of each month, remit by wire transfer or by check to City, , all monies collected for City during the preceding calendar month, taking care to insure all debtor checks have been cleared on or before such date, together with an itemization of the payments received for each account. The itemization will feature debtor's name, account number, amount collected and whether or not the account has been closed. Collector's statement
10. Along with all monthly itemization of payments received by Collector, submit requests for payment of the agreed upon contingency fee % on total amounts collected. The amount due to Collector will then be paid by City within thirty (30) calendar days following the receipt of Collector's request for payment.
11. Include in the monthly request for payment, all payments received directly by the City for accounts referred to the Collector shall be included in the total payments collected which shall be subject to the agreed upon contingency fee percentage. The City shall within five (5) working days notify the Collector of any payment received by them for an account under referral to the Collector.

12. In the event a referred account is reduced or canceled by the City, no contingency fee will be due the Collector for the amount of the reduction or cancellation.
13. Update all referred accounts using simple interest at least monthly.
14. Not charge a collection fee for cancellations, deferments or postponements approved by City.
15. Make every effort to collect accounts prior to making recommendations to file suits on such accounts; however, Collector has no authority to file suit on any account referred by City which shall be the sole authority of the City.
16. Not accept any compromise settlement on any account without prior written approval of City.
17. Immediately suspend collection efforts either temporarily or permanently on any account upon notification by City.
18. Maintain company records on all referred accounts in a manner that allows audit by City or its representatives any time during normal business hours. Collector will not destroy any of the records and documents relating to City accounts until it has received written permission to do so from City, but in no event less than five (5) years after a particular debtor file is closed.
19. Indemnify, defend and hold harmless The City of Santa Fe, City and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by Collector or its officers, agents or employees in the performance of this contract.
20. Not assign this Contract, in whole or in part, without the prior written consent of City.
21. Be responsible for ensuring accounts are updated to reflect the amount actually past due. Collector shall return an account to City as soon as the delinquency has been paid in full. Collector must exercise special care to ensure the entire principal with interest and penalties assessed and collection fees, as authorized by the debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.
22. After receiving written notice from the City that a referred account has been determined to be "uncollectible" or "lost" due to any act or omission of the Collector or its officers, agents or employees, reimburse City for any amount which has been determined to be "uncollectible" or which is lost due to any act or omission of Collector or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of City, acknowledging a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to City.
23. Suspend action either temporarily or permanently on any account, in whole or in part, referred for collection upon notification to do so by City, or upon notice of bankruptcy of the debtor, and to return accounts to City upon request. Accounts referred to Collector by City must be returned to City if there is no payment activity for twelve (12) consecutive calendar months since date of last transaction.
24. Forward in full to City any amounts received by Collector which are in excess of monies due and payable with an explanation that the amount is an overpayment.

Collector is not entitled to request a contingency fee for overpayments and shall not retain any portion of the overpayment.

25. Promptly cancel and return to City all accounts on which collection activity has ceased or accounts which are requested to be returned by City. Collector agrees to return accounts with a record of any contacts made with the debtor including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to City that Collector agrees to perform.
26. Provide written acknowledgement within three (3) business days of receipt of complaints or inquiries transmitted to Collector by City which arise out of Collector's performance of this contract, indicating the measures undertaken to resolve the complaint or respond to the inquiry with a time frame for resolution.
27. Represent and warrant that Collector is and will remain in good standing and comply with all applicable laws, including but not limited to, a business license from the City of Santa Fe, if a corporation, or a certificate of good standing for the corporation from the State of New Mexico or state of incorporation, and a valid CRS # from the State of New Mexico..
28. Maintain in effect, an errors and omissions insurance policy in the amount of \$500,000.00 to protect against errors and omissions by the Collector or any of its officers, agents or employees. The certificate of insurance must be provided before any services begin. Collector must provide the City notice of any cancellation of errors and omissions insurance policy within three (3) business days.
29. Maintain a satisfactory blanket employee dishonesty bond in the minimum amount of \$100,000.00. The Collector is also to maintain a complete bonding program adequate for the purpose of protecting the City against any loss through failure by the Collector or any of its officers, agents or employees to reimburse the City its share of monies collected. Proof of bonding will be required before services commence. Collector must notify City of any cancellation of any bond within three (3) business days of any cancellation.
30. Provide information on subcontractors that Collector proposes to use for the City's prior written approval. Information will include qualifications in terms of years in business, experience, size of facilities and number of employees and their average years of experience in servicing similar accounts.
31. Include a list of at least five (5) but no more than ten (10) clients of services comparable in type and scope of service in this solicitation in the last two years. Local government clients are preferred. The list shall include client's name, point of contact, telephone and fax number and e-mail address. City of Santa Fe reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

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

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.51 effective March 1, 2013.
- Beginning January 1, 2019, 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 toward 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.
- Nonprofit 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 60 days of the individual's assertion of or communication of information regarding rights raises a rebuttable 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 and 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 whom 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.

Posting 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 notice shall be considered a violation of this ordinance and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 955-4141 Email: constituentservices@santafemn.gov