

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

May 16, 2018

RFP# 2018-0282-CSD/KE
EVENT COORDINATOR FOR THE
STANLEY CYCLONE CENTER
ADDENDUM #1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

ATTACHMENTS: **PRE-PROPOSAL SIGN IN SHEET (1)**
 Fee Schedule
 Policy and Procedures
 Lease Agreement

1. Was previous contractor individual or business?

ANSWER 1: The previous contractor was an individual.

2. Will contractor be responsible for taking payments/fees to Santa Fe?

ANSWER: 2: Yes – the payments and applications need to be delivered to SF County once a week (if applicable).

3. Is there a current kitchen contractor? If no, will contractor be responsible for obtaining a vendor?

ANSWER 3: There is not a kitchen contractor at this time. Santa Fe County plans on releasing an RFP to get a contractor in place. The Event Coordinator may need to help with getting a food truck until a contractor is in place or in the event that the party holding the event would prefer a food truck. There is someone who has provided food truck services for past events.

4. Is there a current scheduling calendar?

ANSWER 4: There is not. The former contractor had one on the website that has been taken down. Internally at the County, we have one utilizing Microsoft Outlook.

5. Is there a current fee schedule?

ANSWER 5: Yes, please see attached as approved by the Santa Fe County Board of County Commissioners.

6. What is current process for receiving and submitting applications?

ANSWER 6: Please see attached Policies and Procedures and Lease Agreement as approved by the Santa Fe County Board of County Commissioners.

7. Is there current monthly and quarterly reports? If so when are they due? If no, will new contractor be responsible for making reports or any other records current?

ANSWER 7: There is not a template. The awarded contractor and the County can sit down to discuss what is needed in the report. The monthly report should be submitted with the monthly invoice. The quarterly is due 2 weeks after the end of each quarter.

8. What is the expected availability of the Coordinator?

ANSWER 8: The Coordinator should be available during scheduled events including availability to open / close for schedule 4H practice, 4H meetings, private ridings, etc. They should also be available for potential parties who would like to tour the facility in consideration of having an event at the facility. These would be scheduled ahead of time with the Event Coordinator.

9. Can the Event Coordinator hire sub-contractors?

ANSWER 9: Yes

10. Is the Event Coordinator responsible for creating a new brochure? Are they responsible for running ads in local newspapers or in magazines, etc.?

ANSWER 10: The Event Coordinator is responsible for creating a new brochure. SF County decided to pull the marketing / advertising and put it into some advertising that is currently under contract with our County Manager's Office. The Event Coordinator is expected to do outreach to various associations or organization via a letter. Also there could be social media and website opportunities in coordination with SF County

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Bidders are reminded that any questions or need for clarification must be addressed to Karen K. Emery, Senior Procurement Specialist at kkemery@santafecountynm.gov.

Pre-Proposal Conference
 RFP#2018-0282-CSD/KE
 EVENT COORDINATOR FOR THE
 STANLEY CYCLONE CENTER
 Tuesday, May 1, 2018 at 2:00pm

NAME	ORGANIZATION	PHONE #	EMAIL
ROBERT DETWEILER	CK PRODUCTION + ASSC.	575-302-9061	RDETWEILER@YAHOO.COM
DUBB LAYES	Clymo Cattle Co	916 390-0113	slia@stormbar@gmail.com
JOHN CLYMO	CLYMO CATTLE CO.	305 220 4513	johnclymo@aol.com
Suzanne Anderson		505-306-1091	anderzoo@mac.com
TERRI WERNER		505-417-9380	+Kwerner@nmsu.edu
Kim Fay		505-730-0602	Kim.fay.318@gmail.com
K. GREG SMITH		505-350-2788	gregmar1987@gmail.com
Cathy Brunson		505-362-2171	cathy.prov356@gmail.com
STEVE BRUNSON		505-362-2171	cathy.prov356@gmail.com
Aun-Bransford	SF County	505-992-9838	abransford@santafecountypr.gov

ATTACHMENT 1

Policies and Procedures for Temporary Use Leasing of the Santa Fe County Stanley Cyclone Center

I. General

A. The County owns the Stanley Cyclone Center located at 22 Kinsell Avenue, Stanley, New Mexico. The Cyclone Center occupies approximately nine acres of an eleven acre parcel. The facility is an approximately 41,497 ft. indoor arena.

B. The Cyclone Center may temporarily be leased in accordance with these Policies and Procedures by individuals, groups, businesses, nonprofits, or governmental entities ("lessee") for 4H Club and FFA Program events as well as public or private events such as roping, steer wrestling, barrel racing, bronc riding, and bull riding., or for other purposes approved by the Director of the County Community Services Department or another person or entity designated by the Director (collectively referred to as "Director"). A lease shall not be denied solely because the proposed use is "for profit." The Director may deny a lease to prevent the same lessee from leasing the Cyclone Center, or the same use from occurring on the Cyclone Center, more than once every two weeks.

C. Except as otherwise decided by the Santa Fe Board of County Commissioners ("BCC") or the County Manager, whether a lease is in the best interest of the County shall be within the sole discretion of the Director or the Director's designee. The granting of a lease does not constitute County endorsement of the lessee or the lessee's purpose of use, nor shall the lease create any partnership, joint venture, or any other relationship between the County and the lessee other than a lessor-lessee relationship subject to the terms of a written lease.

II. Lease

A. The Cyclone Center may be reserved for public or private uses or events by executing a temporary use lease agreement that is substantially in the form of the sample lease attached to these Policies and Procedures. If the Director approves the Lease, the Director or Director's designee will sign it on behalf of Santa Fe County, as lessor. Depending on the nature of the Lessee's proposed use, the Director may modify the form of lease to impose additional requirements on the Lessee but shall not diminish the duties of the lessee except as approved by the County Attorney.

B. Lessees shall have an affirmative duty to know and comply with these Policies and Procedures as well as all other applicable federal, state, and local laws.

C. The term of a temporary use lease shall not exceed 5 days unless approved by the County Manager. Unless otherwise approved by the Director in writing, Lessees may only use the Cyclone Center between the hours of 8:00 AM - 10:00 PM.

D. Rental and a damage and cleaning deposit shall be payable in full at the time the lease is executed and shall be calculated in accordance with the Santa Fe County Stanley Cyclone Center Rental and Deposit Fee Schedule attached to these Policies and Procedures, as the same may be amended from time to time by resolution of the BCC. However, the Director may require additional or higher fees if necessary to cover any additional costs that will be incurred by the County, plus ten percent, as a result of the Lessee's use of the Cyclone Center.

E. Businesses and other lessees desiring to lease the Cyclone Center for the purpose of conducting any business shall present the Director with proof that the lessee is licensed to conduct business within the City / County/ State or that a license is not required.

F. **Cancellation:** A Lessee may cancel a lease by providing the Director or his/her designee prior written notice of cancellation. If the Lessee cancels the lease, the Director or his/her designee will return the Lessee's damage and cleaning deposit in full within 30 days of cancellation. The County will refund or retain all or a portion of the pre-paid rental according to the following schedule:

- | | |
|---|-------------|
| - 30 days or more prior notice of cancellation: | Full Refund |
| - 15 thru 29 days prior notice of cancellation: | 50% Refund |
| - 0 thru 14 days prior notice of cancellation: | 0% Refund |

G. **Non-Discrimination** – Lessees shall not discriminate against any person on the basis of race, color, religion, creed, age, disability, sex, national origin or sexual orientation.

III. Accounting

All rents, deposits and other funds received and refunds provided in connection with the lease of the Cyclone Center shall immediately be documented on a spreadsheet maintained by the Director or his/her designee. A receipt shall be provided to Lessees showing the amounts and purposes of each payment made by the Lessee. All payments shall promptly be submitted to the Office of the Santa Fe County Treasurer for proper accounting. The Director or his/her designee shall not accept cash or credit / debit cards for any purpose. Spreadsheets shall be kept current and reconciled with reservations, receipts, and refunds.

ATTACHMENT 2

Santa Fe County Stanley Cyclone Center Rental Fees

All user agreements must be completed a minimum of 21 days prior to the rental date

Rental Hours are 8:00 a.m. – 10:00 p.m. Monday – Sunday for events; 8-5 Monday –Friday for Open Riding

Rental Fees

Customer Type	Roping Arena 41,497 ft. Occupancy ____	Classroom Occupancy ____
NMSU Sponsored / 4H/FFA Revenue Generating Event	\$50	\$0
County/NMSU Sponsored/4H/FFA Event and other Non Revenue Generating Events	\$0	\$0
Commercial Event – Full Day	\$400	\$75
Commercial Event – Half Day	\$250	\$75
Riding w/ Livestock – Full Day	\$250	N/A
Riding w/ Livestock – Half Day	\$150	N/A
Private Riding – Full Day	\$80	N/A
Private Riding – Half Day	\$40	N/A
Open Riding (M-F, 8-5) Saturdays (If no other events happening) 2 hour Sessions	\$5 per horse – Limit of 6 horses	

Cleaning / Damage Deposit

Customer Type	Roping Arena 41,497 ft. Occupancy ____	Classroom Occupancy ____
NMSU Sponsored / 4H/FFA Revenue Generating Event	\$50	
County/NMSU Sponsored/4H/FFA Event	\$0	\$0
Commercial Event – Full Day	\$750	\$50
Commercial Event – Half Day	\$750	\$50
Riding w/Livestock – Full Day	\$500	N/A
Riding w/ Livestock – Half Day	\$250	N/A

Private Riding – Full Day	\$100	N/A
Private Riding – Half Day	\$50	N/A

ATTACHMENT 3

**COUNTY OF SANTA FE - SANTA FE COUNTY STANLEY CYCLONE CENTER
TEMPORARY USE LEASE AGREEMENT**

This Temporary Use Lease Agreement ("Lease") is entered into this ___ day of __
_____, _____, by and between the County of Santa Fe ("County") and _
_____ ("Lessee") in accordance with the following terms and conditions:

1. Lease

The County leases the Premises to Lessee for the Term and subject to all the covenants and conditions of this Lease. As used in this Lease, "Premises" means the following grounds and buildings of the Santa Fe County Stanley Cyclone Center ("Cyclone Center"), located on Kinsell Avenue in Stanley, New Mexico

[Describe Portion of Roping Arena, Classroom, other Improvements Subject to Lease]

Lessee shall use the Premises only for the following purpose(s):

[Describe Event(s) and Purpose(s)]

("Authorized Use"). Lessee shall not use or occupy the Cyclone Center except for any purpose other than the Authorized Use.

In accepting this Lease, Lessee acknowledges and agrees that:

- (i) neither the County nor any agent of the County has made any representation or warranty regarding the condition of the Premises or with respect to the suitability of the Premises for the Authorized Use;
- (ii) The County has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises; and
- (iii) Lessee shall accept the Premises in their AS IS condition as of the Effective Date of this Lease.

2. Rental and Deposit

- A. In accordance with the Policies and Procedures for Temporary Use Leasing of the Cyclone Center ("Policies and Procedures"), which are incorporated

into this Lease by reference and made a part hereof, Lessee shall pay \$ _____ in rent. Lessee shall pay the rent, in full, upon execution of this Lease.

- B. At the end of the Term of this Lease, Lessee shall return the Premises and any tables, chairs or other County equipment used by Lessee to the County in the same condition that they were in prior to Lessee's use of the Premises. As security for this covenant, Lessee shall pay the County \$ _____ as a damage and cleaning deposit, which the County will return to Lessee upon the County's verification of Lessee's compliance with this clause. If Lessee breaches this clause, the County shall be entitled to retain all or the portion of the deposit the County deems necessary to clean the Premises, including removal of any signs, posters or decorations, and to repair or replace any damaged County property.

3. Effective Date

Upon execution by the County and the Lessee, this Lease shall be effective as of the date first written above.

4. Term

The Term of this Lease shall begin at _____ am/pm on _____ (Date(s)) and end at _____ am/pm on _____ (Date).

5. Signs

Any signs, posters or decorations used by Lessee during the Term of this Lease shall only be affixed to the inside metal components of the buildings including in the Premises. All such signs, posters and decorations shall be removed, including means of attachment, prior to the termination of this Lease. No sign, poster or decoration may be affixed outside any building at the Cyclone Center Property without prior written approval of the County.

6. Safety, Security and Inspection

- A. The Lessee shall solely be responsible at Lessee's expense for maintaining a safe and secure environment during Lessee's use of the Premises.

(1) In case of an emergency involving criminal activity, fire, personal injury, or any threat to individual or public safety, the Lessee shall immediately call -911.

(2) In the case of an emergency involving any plumbing, electrical, gas or other system of the Premises, the Lessee shall immediately call 505-231-1702.

- B. Lessee shall at Lessee's expense provide a minimum of two licensed and bonded security service personnel to patrol the Premises for public events to maintain the peace and protect against criminal activity, trespass, and injuries to persons and property. The County reserves the right to increase or decrease the amount of security required depending on the purpose and nature of the Lessee's use of the Premises.
- C. The County reserves the right but shall not have the duty to inspect the Premises during the Term of this Lease.

7. Termination

- A. Termination of Lease for Cause - Either party may terminate this Agreement for cause based upon a material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. The non-breaching party shall retain any and all other remedies available to it under law; **provided, however, that the County may terminate this Lease without notice or providing opportunity to cure based upon Lessee's violation of federal, state, or local law, or if the Fire Marshall, Sheriff, or other responsible County or City official declares that Lessee's use of the Premises is creating a nuisance or a threat to public health, safety or welfare.**
- B. Termination of Lease Without Cause: Either party may terminate this Lease by giving at least thirty (30) days written notice of termination to the other party.
- C. Delay in enforcing any provision of this Lease shall not constitute a waiver by the County.

8. Assignment

The Lessee shall not assign or transfer any interest in this Lease without the express prior written consent of the County. The County may refuse to consent such assignment or transfer for any reason.

9. Hazardous Materials

Neither Lessee, nor any of Lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammable substances (meaning any substance that has

a flash point of 80 degrees Fahrenheit or lower, as determined by the Tagliabue Open Cup Tester), explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws").

Notwithstanding the foregoing, and subject to County's prior consent, Lessee may handle, store, use or dispose of products containing small quantities of Hazardous Materials to the extent customary and necessary for the use of the Authorized Use of the Premises; provided that Lessee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or the environment.

10. Additional Expressly Prohibited Activities

- A. Alcoholic beverages shall not be served, sold or consumed on the premises, and any violation of this prohibition will subject the Lessee to criminal prosecution.
- B. Smoking is prohibited.
- C. Weapons, including knives (other than common household utensils) and firearms, are prohibited on the Premises except as expressly approved by the County and described in Exhibit A to this Lease.
- D. Fireworks are prohibited.

11. Indemnification

The County shall not be liable and Lessee hereby waives all claims against the County for any damage to any property or any injury to any person or property in or about the Premises by or from any cause whatsoever arising out of or relating to Lessee's use of the Premises, except to the extent caused by or arising from the gross negligence or willful misconduct of the County. Lessee shall protect, indemnify and hold the County harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee (including Lessee's agents, servants, employees, invitees, or

visitors) to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Lessee in or about the Premises or from transactions of the Lessee concerning the Premises; (c) Lessee's failure to comply with any and all federal, state, or local laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Lease. The provisions of this clause shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

As used in this clause, "County" includes the County and its officers, employees, contractors, agents, and assigns; "Lessee" includes the Lessee and its officers, employees, contractors, agents, invitees, and visitors.

12. Insurance

Lessee shall maintain during the Term of this Lease a commercial general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to Lessee's use of the Premises. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. Lessee shall provide proof of such general liability insurance acceptable to the County.

13. Compliance with Law

In using the Premises Lessee shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations (including the Policies and Procedures) during the Term of this Lease, and Lessee shall obtain all permits, licences, and any other authorizations that may be necessary to lawfully carry out the Authorized Use on the Premises. Lessee shall be solely responsible for ascertaining and complying with the law applicable to its use of the Premises.

14. Damage

The Lessee agrees to restore the Premises to the same condition in which they existed prior to Lessee's use of the Premises. Lessee shall pay the full cost of repairing, restoring, or replacing (at the County's option) any County property or equipment that was destroyed, damaged or taken during the Lessee's use of the Premises; provided, however, that Lessee shall not be liable for damage caused by inclement weather, County personnel, or causes not related to Lessee's use of the Premises. Lessee's liability for damage to County property and equipment shall not be limited to the amount of the cleaning and damage deposit. This clause shall survive termination of this Lease.

15. Amendment

This Lease shall not be altered, changed or amended except by written agreement executed by the County and Lessee. here to, however the County reserves the right to waive any provision of this Lease. .

15. Integration

This Lease represents the full and final agreement between the County and Lessee and it supersedes all other agreements, statements or representations, whether oral or written, that may have been made by the parties or their agents concerning Lessee's use of the Premises.

16. Severability

If any term or condition of this Lease shall be held invalid, the remainder of this Lease shall not be affected but shall be valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the parties have executed this Lease this as of the date first written above.

LESSEE:

Name: _____
Address: _____
Telephone: _____
Email: _____

By: _____ (Signature)
Name:
Title:

SANTA FE COUNTY:

By: _____ (Signature)
Name:
Title:

FEE RECEIPT AND INSPECTION REPORT

<u>Payment for</u>	<u>Amount Due</u>	<u>Paid</u>
4H / FFA Revenue Generating Event \$50 per day	\$ _____	
Commercial Event – Full Day \$400 per day	\$ _____	
Commercial Event – Half Day \$250 per day	\$ _____	
Classroom \$75 per day	\$ _____	
Riding w/ Livestock – Full Day \$250	\$ _____	
Riding w/ Livestock – Half Day \$150	\$ _____	
Private Riding – Full Day \$80 per day	\$ _____	
Private Riding – Half Day \$40 per day	\$ _____	
Open Riding - \$5 per horse (limit of 6 horses)	\$ _____	
Total	\$ _____	
 <i>Cleaning/Damage Deposit</i>	 \$ _____	

The Lessee has remitted the fees noted above. The premises and equipment have been inspected upon commencement of use by the Lessee and have been found to be clean and in good repair. Any damage is noted as follows:

Lessee Representative

Date

County Representative

Date

Return of Premises

Upon return of the premises at the close of the use period specified herein, the premises and equipment have been inspected and they have been found to be in the following condition:

SATISFACTORY

UNSATISFACTORY

(Circle One)

If unsatisfactory, describe damage as follows:

Lessee Representative

Date

County Representative

Date