

**AMENDMENT NO. 10
TO THE AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

THIS AMENDMENT is entered into this 29th day of JULY 2025, between **Santa Fe County** (the "County") and **Terri Werner** (the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") on August 3, 2018, to provide for the Contractor's provision of services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, Amendment Nos. 1 through 9 extended the term, increased the compensation and provided for the re-opening of the Cyclone Center; and

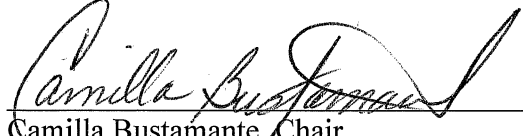
WHEREAS, the parties agree to amend the Agreement to extend the term to August 3, 2026, and increase the compensation payable to the Contractor.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation, Invoicing and Set-off) insert a subparagraph h to read:
 - h. By Amendment No. 10 the compensation payable to the Contractor is increased by the sum of \$75,000. The total amount payable to the Contractor for the term of this Agreement will not exceed **\$599,000.00**, *inclusive* of NM GRT.
2. Article 4 (Effective Date and Term) insert a subparagraph g to read:
 - g. By Amendment No. 10 the term is extended to August 3, 2026.
3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 9 and this Amendment No. 10 will remain in full force and effect.

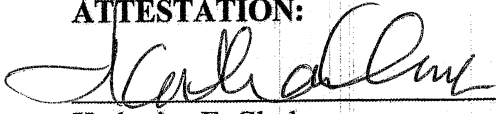
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Camilla Bustamante, Chair
Santa Fe Board of County Commissioners

ATTESTATION:



Katharine E. Clark
Santa Fe County Clerk

to 07/30/25

Date

Approved as to form:

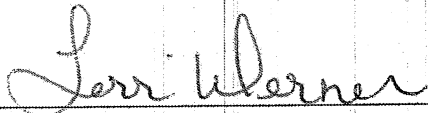
Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

June 27, 2025

Date

CONTRACTOR— TERRI WERNER



Signature

June 30, 2025

Date

**AMENDMENT NO. 9
TO THE AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

THIS AMENDMENT is entered into this 9th day of July 2024, between **Santa Fe County** (the "County") and **Terri Werner** (the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") on August 3, 2018, to provide for the Contractor's provision of services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, the services under this Agreement are not "professional services" as that term is defined in NMSA 1978, Section 13-1-76, and the contract amount is \$25,000 or more, the term of the Agreement is not limited to four years; and

WHEREAS, Amendment Nos. 1 through 8 extended the term, increased the compensation, and provided for the re-opening of the facility; and

WHEREAS, the County wishes to continue to benefit from the Contractor's services therefore the parties agree to extend the term to August 3, 2025, and increase the compensation payable to the Contractor by the sum of \$75,000.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation, Invoicing and Set-off) insert a subparagraph g to read:
 - g. By Amendment No. 9 the compensation payable to the Contractor is increased by the sum of \$75,000.00. The total amount payable to the Contractor for the term of this Agreement will not exceed **\$524,000.00**, *inclusive* of NM GRT.
2. Article 4 (Effective Date and Term) insert a subparagraph f to read:
 - f. By Amendment No. 8 the term is extended to August 3, 2025.
3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 8 and this Amendment No. 9 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Hank Hughes
Hank Hughes, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

07/09/2024
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

June 17, 2024
Date

CONTRACTOR— TERRI WERNER

Terri K. Werner
Signature

6/25/24
Date

Terri K Werner Event Coordinator
Print name and title

**AMENDMENT NO. 8
TO THE AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made this 16th day of July 2023, between **Santa Fe County** (the "County") and **Terri Werner** (the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") on August 3, 2018, to provide for the Contractor's provision of services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, the services under this Agreement are not "professional services" as that term is defined in NMSA 1978, Section 13-1-76, and the contract amount is more than \$25,000.00, therefore the term of the Agreement is not limited to four years; and

WHEREAS, Amendment No. 1 extended the term to August 3, 2020, and increased the compensation payable to the Contractor; Amendment No. 2 extended the term to August 3, 2021; Amendment No. 3 amended the Agreement to provide for an adjustment to the Contractor's costs for management and operation during limited operations; Amendment No. 4 amended the Contractor's costs; Amendment No. 5 extended the term to August 3, 2022; Amendment No. 6 amended the Agreement to provide for the re-opening of the facility and increased the compensation payable to the Contractor; and Amendment No. 7 extended the term August 3, 2023; and

WHEREAS, by this Amendment No. 8 the parties agree to extend the term of the Agreement to August 3, 2024, and increase the compensation payable to the Contractor by the sum of \$75,000.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation, Invoicing and Set-off) insert a subparagraph f to read:

f) By Amendment No. 8 to this Agreement the compensation payable to the Contractor is increased by the sum of \$75,000.00. The total amount payable to the Contractor for the term of this Agreement will not exceed \$449,000.00, inclusive of NM GRT.

2. Article 4 (Effective Date and Term) inserting a subparagraph e to read:

e) By Amendment No. 8 the term is extended to August 3, 2024.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3, 4, 5, 6, 7 and this Amendment No. 8 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Anna Hansen
Anna Hansen, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

June 27, 2023
Date

Finance Division:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

6/27/2023
Date

CONTRACTOR— TERRI WERNER

Terri Werner
Signature

6/28/23
Date

Terri Werner Event Coordinator
Print name and title

**AMENDMENT NO. 7
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 12th day of July, 2022, between Santa Fe County (the "County") and Terri Werner (the "Contractor").

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020, and the compensation payable to the Contractor was increased by the sum of \$100,000; by Amendment No. 2 the term was extended for one year to August 3, 2021; by Amendment No. 3, due to the COVID-19 virus pandemic, the Agreement was amended to provide for an adjustment to the Contractor's costs for management and operation during limited operations; by Amendment No. 4 the Agreement was amended to amend the Contractor's costs; by Amendment No. 5 the term was extended to August 3, 2022; and by Amendment No. 6 the Agreement was amended to provide for the re-opening of the facility and increase the compensation payable to the Contractor; and

WHEREAS, by this Amendment No. 7 the parties agree to extend the term of the Agreement to August 3, 2023, and increase the compensation payable to the Contractor by the sum of \$75,000.00.

WJH **NOW, THEREFORE**, the parties agree to amend the Agreement as follows:
(Compensation, Invoicing and Set-off)

1. Article 3.A.1 (~~Compensation~~) is amended by inserting a subparagraph e) to read:

e) By Amendment No. 7 to this Agreement the compensation payable to the Contractor is increased by the sum of \$75,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$374,000.00, inclusive of NM GRT.

2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph d) to read:

d) By Amendment No. 7 to this Agreement the term is extended to August 3, 2023.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3, 4, 5, 6 and this Amendment No. 7 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna Hamilton

Anna Hamilton, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark

Katharine E. Clark
Santa Fe County Clerk

7/19/22
Date



Approved as to form:

Roberta D. Joe for R.A.B.

Rachel A. Brown
Interim Santa Fe County Attorney

June 20, 2022
Date

Finance Division:

Yvonne S. Herrera

Yvonne S. Herrera
Finance Director

6/30/2022
Date

CONTRACTOR:

Tessi K. Werner

Signature

Date

Tessi K. Werner
Print name and title
Event Coordinator

**AMENDMENT NO. 6
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 30th day of August, 2021, between Santa Fe County (the "County") and Terri Werner (the "Contractor").

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020, and the compensation payable to the Contractor was increased by the sum of \$100,000; by Amendment No. 2 the term was extended for one year to August 3, 2021; by Amendment No. 3, due to the COVID-19 virus pandemic, the Agreement was amended to provide for an adjustment to the Contractor's costs for management and operation during limited operations; by Amendment No. 4 the Agreement was amended to amend the Contractor's costs; and by Amendment No. 5 the term was extended to August 3, 2022.

WHEREAS, by this Amendment No. 6 the parties wish to amend the Agreement to provide for re-opening of the facility for all events, and increase the compensation payable to the Contractor by the sum of \$75,000.00.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation) is amended by inserting a subparagraph d) to read:
 - d) By Amendment No. 6 to this Agreement the compensation payable to the Contractor, is increased by the sum of \$75,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$299,000.00, inclusive of NM GRT.
2. The Second Revised Cost Proposal is deleted in its entirety and replaced with the attached Third Revised Cost Proposal.
3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3, 4, 5 and this Amendment No. 6 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

[Signature]
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

[Signature]
Katharine E. Clark
Santa Fe County Clerk

08/31/21
Date



Approved as to form:

[Signature]
Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

August 8, 2021
Date

Finance Division:

[Signature]
Yvonne S. Herrera
Finance Director

8/11/2021
Date

CONTRACTOR:

[Signature]
Signature

8/12/2021
Date

Teal K. Werner
Print name and title

Stanley Cyclone Center
Event Coordinator

THIRD REVISED COST PROPOSAL

COST PROPOSAL for 2021 - 2022
CONTRACT RFP No. 2018-0282-CSD/KE
Stanley Cyclone Center
Stanley, New Mexico

Terri K. Werner
6 Log Cabin Lane
Edgewood, New Mexico 87015
505-417-9380
tkwerner@nmsu.edu

Personnel: All personnel will complete Scope of Work defined in the Proposal.

Terri K. Werner – Monthly Salary \$3500	Annual - \$42,000
Kendra Werner – Monthly Salary \$1500	Annual - \$18,000
John Ty Werner – Monthly Salary \$1000	Annual - \$12,000

TOTAL PERSONNEL EXPENSE - \$72,000

Maintain Center:

PPE Supplies - \$500
Sanitizing Equipment and supplies - \$500
Office Supplies - \$300
Cell Phone - \$500
Grounds/Indoor Maintenance - \$500
Arena Grounds Equipment - \$500
Reserve for unexpected COVID-19 Safe practices and supplies - \$200

TOTAL ARENA/GROUNDS/OFFICE EXPENSE - \$3000

TOTAL EXPENSE FOR STANLEY CYCLONE CENTER - \$75,000

**AMENDMENT NO. 5
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 4th day of August, 2021, between Santa Fe County (the "County") and Terri Werner (the "Contractor").

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020, and the compensation payable to the Contractor was increased by the sum of \$100,000; and.

WHEREAS, by Amendment No. 2 to the Agreement, the term was extended for one year to August 3, 2021; and

WHEREAS, by Amendment No. 3, due to the COVID-19 virus pandemic and reduced activity and use of the Stanley Cyclone Center, the Agreement was amended to provide for an adjustment to the Contractor's costs for management and operation during the Center's limited operations; and

WHEREAS, by Amendment No. 4 the Agreement was amended to make changes to the Contractor's costs; and

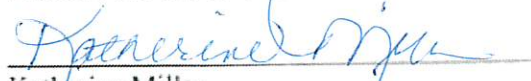
WHEREAS, by this Amendment No. 5 the parties wish to amend the Agreement to extend the term of this Agreement to August 3, 2022.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) is amended by inserting a subparagraph c) to read:
 - c) By Amendment No. 5 to this Agreement, the term of this Agreement is extended to August 3, 2022
2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3, 4 and this Amendment No. 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

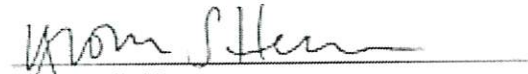
8.4.2021
Date

Approved as to form:

Roberta D. Joe for G.S.S
Gregory S. Shaffer
Santa Fe County Attorney

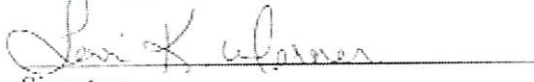
July 26, 2021
Date

Finance Division:


Yvonne S. Herrera
Finance Director

7/28/2021
Date

CONTRACTOR:


Signature

7/29/2021
Date

Terri K. Werner
Print name and title
Stanley Cyclone Center
Event Coordinator

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 16th day of March, 2021 by and between **Santa Fe County** (the "County") and **Terri Werner** (the "Contractor").

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020, and the compensation payable to the Contractor was increased by the sum of \$100,000; and

WHEREAS, by Amendment No. 2 to the Agreement, the term was extended for one year to August 3, 2021; and

WHEREAS, by Amendment No. 3, due to the ongoing COVID-19 pandemic and the reduced activity of the Stanley Cyclone Center, the Agreement was amended to provide for an adjustment to the Contractor's costs for management and operation during the Center's limited operations; and

WHEREAS, by this Amendment No. 4 the Agreement is amended to make changes to the Contractor's costs as stated in the attached Second Revised Cost Proposal. Contractor's monthly invoices will be limited to a sum not-to-exceed \$3,000.00, inclusive of NM GRT.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation) is amended by inserting a subparagraph c) to read:
 - c) By Amendment No. 4 to this Agreement the compensation payable to the Contractor effective April 1, 2021, is increased by the sum of \$12,000.
The total amount payable to the Contractor for the term of this Agreement shall not exceed \$224,000.00, inclusive of NM GRT.
2. The Cost Proposal attached to the Agreement is deleted in its entirety and replaced with the attached Second Revised Cost Proposal.
3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3, and this Amendment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
Santa Fe County Manager

3-16-2021
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

March 5, 2021
Date

Finance Division

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

3/12/2021
Date

CONTRACTOR:

Teri K. Werner
Signature

3/12/21
Date

Teri K. Werner Event Coordinator
Print name and title

SECOND REVISED COST PROPOSAL

Stanley Cyclone Center
Stanley, New Mexico

Terri K. Werner
6 Log Cabin Lane
Edgewood, New Mexico 87015
505-417-9380
coachterri@a.com

Contractor will continue to maintain the Stanley Cyclone Center to include waste management, grounds/indoor maintenance, update and monitor the Center's social media account(s) and security checks of the premises.

As of April 1, 2021 Contractor will open the facility for open riding and private riding while adhering to COVID-19 Safe Procedures.

Monthly expenses for Contractor's management of the Stanley Cyclone Center including Contractor's salary, will not exceed \$3,000.00 per month inclusive of NM GRT.

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 25th day of August, 2020 by and between Santa Fe County (the "County") and Terri Werner (the "Contractor")

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the "Agreement") for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications, written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020, and the compensation payable to the Contractor was increased by the sum of \$100,000, and

WHEREAS, by Amendment No. 2 to the Agreement, the term was extended for one year to August 3, 2021; and

WHEREAS, by this Amendment No. 3, due to the ongoing COVID-19 pandemic and the reduced activity of the Stanley Cyclone Center, the parties wish to amend the Agreement to provide for an adjustment to the Contractor's costs for management and operation during the Center's limited operations during the pandemic and until such time that the Center resumes normal operations; and

WHEREAS, by this Amendment No. 3 the Contractor's Cost Proposal is replaced with the attached First Revised Cost Proposal. In accordance with the costs and duties stated in the First Revised Cost Proposal, Contractor's monthly invoices will be limited to a sum not to exceed a total of \$1,000.00 inclusive of NM GRT.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation) is amended by inserting a subparagraph b) to read
 - b) By Amendment No. 3 to this Agreement the compensation payable to the Contractor effective August 1, 2020, is increased by the sum of \$12,000. The total amount payable to the Contractor for the term of this Agreement or until amended otherwise, shall not exceed \$212,000.00, inclusive of NM GRT.
2. The Cost Proposal attached to the Agreement is deleted in its entirety and replaced with the attached First Revised Cost Proposal.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
County Manager

8.25.2020
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

August 18, 2020
Date

Finance Division:

Vyonne S. Herrera
Vyonne S. Herrera
Finance Director

8/21/2020
Date

CONTRACTOR:

Terr. K. Werner
Signature

8/24/20
Date

Terr. K. Werner / Event Coordinator
Print name and title

FIRST REVISED COST PROPOSAL

Stanley Cyclone Center

Stanley, New Mexico

Terri K. Werner

6 Log Cabin Lane

Edgewood, New Mexico 87015

505-417-9380

coachterri@gmail.com

Contractor will continue to maintain the Stanley Cyclone Center to include waste management, grounds/ indoor maintenance, update and monitor the Center's social media account(s) and security checks of the premises. Monthly expenses for Contractor's management of the Stanley Cyclone Center including Contractor's salary, will not exceed \$1,000.00 per month inclusive of NM GRT.

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 31st day of July, 2020 by and between Santa Fe County (the "County"), and Terri Werner ("the Contractor")

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the Agreement) for the Contractor's services as event coordinator for the County's Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to August 3, 2020 and the compensation to the Contractor was increased; and

WHEREAS, by this Amendment No. 2 the County wishes to extend the term of the Agreement to August 3, 2021; and

WHEREAS, both parties desire to enter into this Amendment No. 2.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) is amended by inserting a subparagraph b) to read:
 - b) By Amendment No. 2 to this Agreement, the term of this Agreement is extended to August 3, 2021.
2. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

7.31.2020
Date

Approved as to form:

Roberta D. Joe for G S S.

Gregory S. Shaffer
Santa Fe County Attorney

July 30, 2020

Date

Finance Division:


Yvonne S. Herrera
Finance Director

7/30/2020

Date

CONTRACTOR:


Signature

7/30/20

Date

Terri K. Werner / Event Coordinator
Print name and title

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND TERRI WERNER**

This Amendment is made and entered into as of this 3 day of August, 2019 by and between **Santa Fe County** (the County), a political subdivision of the state of New Mexico, and **Terri Werner** (the Contractor).

WHEREAS, on August 3, 2018, the County and Contractor entered into Agreement No. 2018-0282-CSD/KE (the Agreement) for the services of event coordinator for the Stanley Cyclone Center; and

WHEREAS, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by this Amendment No. 1 the County wishes to extend the term of the Agreement for one year and increase the compensation payable to the Contractor by the sum of \$100,000.00; and

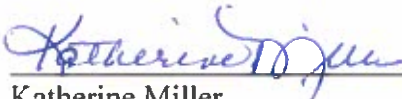
WHEREAS, both parties desire to enter into this Amendment No. 1.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.1 (Compensation) is amended by inserting a subparagraph a) to read:
 - a) By Amendment No. 1, the compensation payable to the Contractor is increased by the sum of \$100,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$200,000.00, inclusive of NM gross receipts tax.
2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph a) to read:
 - a) By Amendment No. 1 to this Agreement, the term of the Agreement is extended from August 3, 2019 to August 3, 2020.
3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

8.5.19
Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

8-2-19

Date

Finance Department:



Gary L. J. Giron
Finance Director

08/02/19

Date

CONTRACTOR:

Signature

Date

Print name and title

Amendment No. 1 to Agreement No. 2018-0282-CSD/KE

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

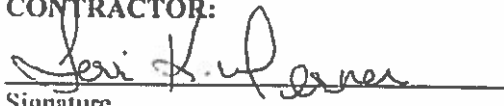
Date

Finance Department:

Gary L. J. Giron
Finance Director

Date

CONTRACTOR:


Signature

8-1-19
Date

Terri K. Warner Event Coordinator
Print name and title

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
TERRI WERNER**

THIS AGREEMENT is made and entered into this 3rd day of August 2018, by and between **SANTA FE COUNTY**, hereinafter the "County" and **Terri Werner**, an individual, whose principal address is **6 Log Cabin Lane, Edgewood, New Mexico 87105**, hereinafter the "Contractor".

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a Request for Proposals (RFP) No. 2018-0282-CSD/KE to solicit proposals for an event coordinator for the Stanley Cyclone Center (Center); and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified Offeror, the County has determined the Contractor as the most responsive and highly rated Offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF Services:

A. Manage and maintain the schedule for the Center which will include:

- 1) Receive applications for user events,
- 2) Manage a calendar of use for the Center,
- 3) Ensure that no scheduling conflicts arise,
- 4) Collect rental fees and submit fees to the County for deposit,
- 5) Work with the County to post a master calendar on the County web site,
- 6) Work with the kitchen contractor to inform the kitchen contractor of upcoming events where concessions will be needed, or in the absence of a kitchen contractor or concession operator, obtain food trucks for events. Contractor shall ensure that any food trucks meet any applicable business and food services requirements of the State of New Mexico or Santa Fe County.

B. Meet with renters:

- 1) Determine the type of event including number of participants and age groups,
- 2) Schedule the number of days and hours needed for the event,
- 3) Ensure the renter has obtained a Special Use Permit in accordance with Santa Fe County Ordinance No. 2001-1,
- 4) Collect fees and submit to the County for deposit,
- 5) Ensure compliance with all permit requirements as well as compliance with any necessary Santa Fe County Ordinances,
- 6) Verify that all renters submit proof of required insurance.

C. Prepare monthly and quarterly reports to the County containing number of events and fees collected for those periods.

- D. Advise the County Community Services Department of any issues with the Center (i.e. broken equipment, vandalism, etc.).
- E. Maintenance – Perform routine maintenance of the Center including clean up after events as well as waste management of the Center. The Contractor will run equipment (i.e. tractor and arena groomer) in preparation of and during events. The Contractor will also be responsible for ground maintenance to include weed and snow removal.
- F. Provide education and outreach to the community about the Center
- G. Develop and print a rack card or other promotional material for distribution and advertising of the location and uses of the Center.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement shall be completed in full, to the satisfaction of the County, and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
 - 1) The Contractor shall invoice monthly based on work and services performed for each month. The invoice shall accompany a monthly progress report. The invoice shall describe the service(s) provided and identify the individual(s) who performed the service(s) and provide receipts for all reimbursable items. The County shall pay to the Contractor in full payment for services satisfactorily performed. (See attached Cost Proposal).
 - 2) The total amount payable to the Contractor under this Agreement shall not exceed **\$100,000.00, inclusive** of New Mexico gross receipts tax.
 - 3) This amount is a maximum and not a guarantee that the work and services assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written

request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be, Program Manager, Anna Bransford, 505-992-9838 or such other individual as may be designated in the absence of the County representative.
 - 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
 - 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of last signature by the parties. The term of this agreement is one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term in one-year increments not to exceed four years in total.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County

shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

- A. All services performed under this Agreement shall be performed by the Contractor or under its supervision.

- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section I (Scope of Services), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or

contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, County ordinances, and regulations.
- B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
 Attention: CSD–Anna Bransford
 PO Box 276
 102 Grant Avenue
 Santa Fe, New Mexico 87504-02764

To the Contractor: Terri Werner
6 Log Cabin Lane
Edgewood, NM 87105

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement Professional Liability Insurance.

- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

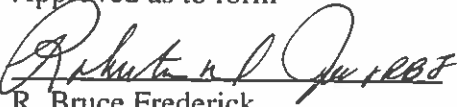
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

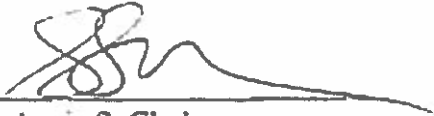
8.3.18
Date

Approved as to form


R. Bruce Frederick
County Attorney

7-17-18
Date

Finance Department


Stephanie S. Clarke
Finance Director

7/27/18
Date

CONTRACTOR


(Signature)

7/30/18
Date

Terri K. Werner
(Print Name)

Contractor - Event Coordinator
(Print Title)

COST PROPOSAL

**CONTRACT RFP No. 2018-0282-CSD/KE
Stanley Cyclone Center
Stanley, New Mexico**

**Terri K. Werner
6 Log Cabin Lane
Edgewood, New Mexico 87015
505-417-9380
tkwerner@nmsu.edu**

Personnel: All personnel will complete Scope of Work defined in the Proposal.

Terri K. Werner – Monthly Salary \$4150	Annual - \$49,800
John Ty Werner – Monthly Salary \$1675	Annual - \$20,100
Kendra Werner – Monthly Salary \$1675	Annual - \$20,100

TOTAL PERSONNEL EXPENSE - \$90,000

Maintain Center:

Waste Management - \$6000

Office Supplies - \$500

Cell Phone - \$500

Grounds/Indoor Maintenance - \$1000

Website - \$1000

Arena Grounds Equipment - \$1000

TOTAL ARENA/GROUNDS/OFFICE EXPENSE - \$10,000

TOTAL EXPENSE FOR STANLEY CYCLONE CENTER - \$100,000