

**Gallup MainStreet Arts & Cultural District
PROFESSIONAL SERVICES AGREEMENT
For Coal Avenue Commons Construction Mitigation**

This professional service agreement ("this Agreement") is effective July 1, 2020, between the City of Gallup, New Mexico, a municipal corporation (the "City") whose notice address is 110 W. Aztec Avenue, Gallup, New Mexico, 87301, and Gallup MainStreet Arts & Cultural District. (the "Contractor") whose notice address is P. O. Box 6007, Gallup, New Mexico 87305, (collectively the "Parties").

Mission and Purpose:

The mission of Gallup MainStreet Arts & Cultural District is to build partnerships with diverse groups and individuals to revitalize the traditional historic commercial center of Gallup, educate visitors and citizens about the historic and economic wealth of downtown Gallup, enhance the quality of the environment, including buildings, signs and landscape improvements, and develop a positive image that will attract tourism through ongoing community involvement, growth and pride.

As part of its mission and in support of the New Mexico MainStreet Capital Outlay Grant for the Coal Avenue Commons Street Project, Gallup MainStreet Arts & Cultural District will provide Construction Mitigation and Communication Services to the City of Gallup as outlines in the Scope of Services.

SCOPE OF SERVICES

Gallup MainStreet Arts and Cultural District will provide the following construction mitigation services for the Coal Avenue Commons Project during the term of this contract:

- Liaise with contractor, City Project Manager and other city departments as needed in regards to construction schedule and impact, including scheduling weekly meetings;
- Utilize New Mexico MainStreet technical assistance services to augment construction mitigation services to businesses as needed;
- Develop and Implement Coal Avenue Commons Communication Plan:
 - Produce and distribute information about the project to downtown businesses
 - Communicate one on one with businesses in construction zone, including regularly scheduled information meetings and newsletter/written messaging
 - Create a “downtown is open” marketing campaign to inform the public about the construction project
 - Produce physical signage to help direct visitors to businesses and display information about the construction project at the construction site
- Provide assistance, training and other services to businesses to help ensure continuity of operations during project construction.
- Encourage building façade improvements in Construction Zone: Work with New Mexico MainStreet to promote façade improvement program and services to businesses in the construction zone to encourage low-cost options to update/refresh their storefronts.
- Provide documentation and reporting on project updates.

COMPENSATION

For Basic Services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

1. In consideration of agreement executed between the City and the Contractor and in exchange for services rendered as specified in the scope of work above, the City shall pay to the Contractor the sum of \$50,000 (plus NMGRT of \$4,156.25) for a total of \$54,156.25 during fiscal year 2021.

B. Method of Payment

1. The City shall pay Contractor in monthly installments of \$4,513.02. The Contractor shall submit an invoice at the end of each calendar month with the final payment due on or before June 30, 2021. The City shall pay the Contractor within 30 days of receiving the invoice.

TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on, July 1, 2020 and ending on ,June 30, 2021 or upon expenditure of the full amount of the appropriated funds, whichever occurs first, unless supplemented by additional funds, and extended as herein provided.

TERMINATION

- A. This Agreement may be amended or terminated at any time by the written agreement of both parties.
- B. This agreement may be terminated by either party upon written notice delivered to the other at least (30) days prior to the intended date of termination. Termination by the City does not nullify the obligation to reimburse the Contractor for all services provided prior to termination.

STATUS OF CONTRACTOR

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 of Gallup as a result of this Agreement.

SUBCONTRACTING

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

NO THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the sole benefit of the Parties and it is not intended to confer and will not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).

AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the scope of services described above. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described above.

SEVERABILITY

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of July, 2020.

City of Gallup:

Gallup MainStreet Arts & Cultural District:

Maryann Ustick, City Manager

Kara Smith, Executive Director

Attest:

Alfred Abeita II, City Clerk