

**PROFESSIONAL SERVICES AGREEMENT
For Coal Avenue Commons Construction Mitigation**

This professional service agreement ("this Agreement") is effective May 1, 2022, 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 Sydney Norris Imagery. (the "Contractor") whose notice address is 1701 Elm Circle, New Mexico 87301, (collectively the "Parties").

SCOPE OF SERVICES

Contractor will provide the following construction mitigation services for the Coal Avenue Commons Project Phase 2 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 existing City digital mediums, such as websites and tourism related databases and email services, in conjunction with the City Tourism and Marketing Manager, to issue public information regarding the project and to communicate with downtown business and property owners.
- 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 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 \$35,000 (plus NMGRT of \$2,909.55) for a total of \$37,909.55 in fiscal years 22 and 23.

B. Method of Payment

1. The City shall pay Contractor as follows:
 - a. \$15,000 for advertising acquisition at the onset of the Coal Avenue Commons Phase 2 project.
 - b. \$2,222.22 monthly to the Contractor during the duration of the contract.
2. The Contractor shall submit an invoice at the end of each calendar month with the final payment due on or before January 31, 2023. The City shall pay the Contractor within 30 days of receiving the invoice.

TERM OF AGREEMENT

m of this Agreement shall be for nine months, beginning on, May 1, 2022 and ending on January 31, 2023 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 April, 2022.

City of Gallup

Syndey Norris Imagery

Maryann Ustick, City Manager

Sydney Smolla, Owner

Attest:

Alfred Abeita II, City Clerk