

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

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 gallupARTS. (the "Contractor") whose notice address is 123 W Coal Avenue, 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:

- A. Provide office/meeting space for Sydney Norris Imagery to meet with downtown business entities and to showcase information about the construction project
- B. Conduct two (2) art events/projects within the construction zone in order to drive pedestrian traffic and downtown interest to offset impact on the businesses. Services for these projects include: call for artists, contracting artists for services and supplies, collaboration with businesses for Holiday Project. Projects are:
 - a. Art on the Fence: 100th Anniversary Ceremonial Art Installation
 - b. Holiday Windows Project: art on the windows or unique window displays that are thematically organized around a classic holiday story
- C. Provide documentation and reporting on downtown arts-based projects
- D. Collaborate with Sydney Norris Imagery to ensure project inclusion within the broader Construction Mitigation campaigns.

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 \$15,000 for Fiscal Year 23.
- B. Method of Payment
 - 1. The City shall pay Contractor as follows:
 - a. \$15,000 for services at the onset of the Coal Avenue Commons Phase 2 project.
 - 2. The Contractor shall submit an invoice at the end of May, 2022. The City shall pay the Contractor within 30 days of receiving the invoice.

TERM OF AGREEMENT

The term 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

GallupARTS

Maryann Ustick, City Manager
Attest:

Rose Eason, Executive Director

Alfred Abeita II, City Clerk