

AMENDMENT TO
MANAGEMENT and OPERATION AGREEMENT
RED ROCK PARK

This Amendment (hereafter "Amendment") to the Management and Operation Agreement for Red Rock Park is made and entered into this _____ day of _____ 2022 by and between the City of Gallup, a New Mexico a municipal corporation existing by and under the authority of the laws of New Mexico, hereinafter referred to as CITY, and McKinley County, a political subdivision of the State of New Mexico existing by and under the authority of the laws of New Mexico, hereinafter referred to as the MANAGER.

WHEREAS, CITY and MANAGER entered into a Management and Operation Agreement for Red Rock Park (hereafter "Agreement") on August 9, 2022; and

WHEREAS, the Museum building (hereafter "Museum") located at Red Rock Park was specifically excluded from the terms and scope of the Agreement, with the CITY to retain sole control of the Museum; and

WHEREAS, CITY and MANAGER seek to amend the Agreement to convey partial use and control of the Museum to Manager for the term of the underlying Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read as follows:

2. **OCCUPANCY.** CITY does hereby give and grant unto MANAGER the rights of use and occupancy of all facilities and improvements at the RRP located within §11, of Township 15 North, Range 17 West, N.M.P.M., within the City limits of Gallup, New Mexico; provided, however, that CITY shall retain the exclusive use, control, and possession of the three storage rooms (Nos. 103, 104, and 123) located within the Museum building. As used hereafter, RRP shall not be defined to include any portion of the above-described storage rooms

located within the Museum. Said RRP property has been improved with buildings, an event arena, and parking spaces, camping sites, animal stalls, and existing personal property (including tools and machinery) needed for the operation of RRP, all of which are included in this Agreement. A map of RRP showing the location of structures and infrastructure attached thereto, along with a listing of personal property (including the tools, machinery, backhoe(s), dump trucks, hand tools, shovels, and rakes, etc.) owned by CITY and to be used by MANAGER in the operation of RRP are attached as Exhibits "A" and "B," respectively.

2 A new Paragraph 19 is added to the Agreement as follows:

19. MUSEUM. MANAGER agrees that at least one County employee shall be physically present in the Museum during all times that the building is open to the public. MANAGER agrees to install one (1) camera at the main entrance of the Museum to track everyone coming and leaving the museum. MANAGER agrees that all recordings shall be maintained for a period of not less than 30 days and shall be made available to CITY upon request.

3. A new Paragraph 20 is added to the Agreement as follows:

20. INDEMNIFICATION REGARDING ARTIFACTS. MANAGER acknowledges that the City has a significant collection of art and artifacts that are located in the Museum, both on exhibit and in storage, as demonstrated by the 2013 audit lists that are attached as Exhibits "A" and "B." MANAGER agrees to perform daily walk-throughs of the Museum and to notify CITY within 24 hours after learning of the potential or actual theft, removal, or disappearance of any of the art or artifacts

4. All other terms and conditions of the Agreement shall remain in full force and effect.

THIS AMENDMENT is entered into the date first written above.

CITY OF GALLUP:

Louie Bonaguidi, Mayor

Attest:

Alfred Abeita, City Clerk

McKINLEY COUNTY, NEW MEXICO:



Billy Moore, Chairman

Attest:



Jaqueline K. Sloan, County Clerk

