

AMENDMENT NO. 1 TO **PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT No. 1 to Professional Services Agreement (“Amendment No. 1”) amends the Professional Services Agreement (“Agreement”) that was made and entered into on the 18th day of July 2023, by and between The City of Oklahoma City ("The City") and the Paseo Arts Association, Inc., an Oklahoma private nonprofit corporation ("PAA").

WHEREAS, the PAA has a professional services agreement with the City approved by Council on July 18, 2023 in the amount of Eighteen Thousand Dollars (\$18,000) to foster the preservation and growth of the Paseo Arts District in the area of NW 28th Street and Dewey Avenue; and

WHEREAS, the PAA organization produces the annual Paseo Arts Festival, which attracts thousands of visitors to the district. Due to rising costs, the PAA has taken on additional expenses associated with the festival and, due to recent renovations to the street, the space available for artist booths has been reduced thereby decreasing the amount of revenue generated from booth fees.

WHEREAS, The City desires the amendment in order for PAA to complete the deliverables in accordance with the amended Scope of Work included herein as “**Attachment A**”.

NOW THEREFORE, in consideration of the covenants and agreements contained in the Agreement and hereinafter set forth, it is mutually agreed by the Parties that the Agreement is amended as follows:

SECTION 4. COMPENSATION

The Contractor will only be compensated for the Scope of Work and Program Services to be provided to the City under this Agreement. For convenience of administration only, the compensation paid to the Contractor may include certain authorized business expenses related to the Scope of Work and Program Services to be provided. The compensation will be made based on the following criteria:

- A. Evidence of Matching Funds Required. Contractor shall provide evidence of having raised private funds to match the City’s agreed compensation in the original Agreement.

To implement this requirement, the City's reimbursement will be for 50 percent of eligible expenses incurred and approved for payment, which equates to a minimum match of 50 percent of eligible expenses from Contractor for the original amount in the contract year.

- B. Exception for Additional Funds. Provided Contractor has met the minimum match requirement for the agreed compensation under the original contract, funds provided under Amendment No. 1 are not subject to the Matching Funds Requirement.
- C. Compensation for Scope of Work and Program Services. Under the terms of this Agreement, Contractor agrees to perform the work described in the Amended Scope of Work and Program Services and to provide the Reports and other materials required herein. The City agrees, upon the submission of a proper claim, to compensate the Contractor in an amount not to exceed \$18,000 \$23,000 for the work and services performed.

APPROVED by the Pasco Arts Association, Inc., this 20 day of May, 2024.

Pasco Arts Association, Inc.

By: Amberley Bleakley

Amberley Bleakley, Executive Director
(Print name and Title of Person who Signed)

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IN WITNESS WHEREOF, this Amendment No. 1 to Professional Services Agreement was approved and executed by the City Council and executed by the Mayor of The City of Oklahoma City this 4TH day of JUNE, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

PASEO ARTS ASSOCIATION FY24 July 2023 - June 2024 Scope of Work \$36,000 \$41,000 City Contract: \$18,000 \$23,000 District Match \$18,000		
	Actions and Measurements	Due
	Board Development & Governance, Talent Management and Fundraising	
1	Executive Director and at least one board member to attend at least two trainings for non-profit organizations	Q1-Q4
2	PAA to conduct half-day board training	Q3
3	Increase PAA total non-City revenues 10% from prior year through fundraising, earned income and programming.	Q1-Q4
4	Conduct an annual performance review of the Executive Director and other paid staff	Q3
5	Strengthen the four committees of the board. Executive, Governance, Financial/Development , Festival, Marketing and Communications and Programs and exhibits.	Q1-Q4
6	Write at least five grants a year. Look for new funders, possibly federal.	Q1-Q4
	District Arts, Culture & Promotion	
7	Maintain art programming: classes, workshops and seminars	Q1-Q4
8	Publish bi-annual gallery guide, update street directory and maintain two websites: PAA and Paseo Arts District.	Q1-Q4
9-AMD	Plan and host the annual three-day Paseo Arts Festival, within the reduced footprint created by the streetscape project.	Q3-Q4
10	Coordinate Magic Lantern (October). Involve local school partners.	Q2
11	Continue PAA Arts Awards Dinner and Auction promoting artists and art supporters; and maintain attendance of 300 attendees	Q2
12	Continue artist-in-residency program at the Skirvin’s Paseo Artist Creativity Expo, SPACE with 10% proceeds going to the PAA	Q1-Q4
13	Continue to meet with diverse groups of people to expand opportunities and build bridges in the arts community.	Q1-Q4
14	Work with merchants to increase district engagement. Act as liaison with the community development committee.	Q1-Q4
15	Coordinate efforts with the City and stakeholders before/during and after the streetscape construction. Work with property owners in consideration of new sidewalks, lighting, landscaping, etc	Q1-Q3
16	Work with the City to keep up plans for the Walker St. renovation and communicate progress with visitors and owners to minimize inconvenience.	Q1-Q4