

Daniel R. Barrone, Mayor

Councilmembers:

Nathaniel Evans

Darien D. Fernandez

George "Fritz" Hahn

Pascualito M. Maestas

Richard Bellis, Town Manager



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NOTICE OF AWARD: Downtown Taos, LLC

PROGRAM BACKGROUND:

In 2018, the New Mexico Economic Development Department (NMEDD) awarded the Town of Taos a MainStreet Accelerator designation. The contract with the State required the Town to work with the community to form a separate non-profit entity to serve as the Accelerator entity. In exchange, the State provided technical assistance through the use of state staff and state consultants to guide community stakeholders (as the non-profit Accelerator) through a "capacity building process" to ultimately establish a nonprofit revitalization organization, Downtown Taos, LLC., for the purpose of advancing economic revitalization of the designated downtown area, and achieving status for the Town as a fully recognized NM MainStreet Program.

Downtown Taos, LLC, successfully fulfilled all of the State recommended benchmarks and achieved the MainStreet Affiliate designation. Under the State agreement, and effective July 1, 2019, the Town will provide a cash match to the state's contribution of staffing of \$35,000 to be used for operational expenses towards the following transformation strategies goals:

1. Strengthen and expand downtown Taos' market position by implementing Catalytic Projects and Physical Improvements in the Downtown District.
2. Develop an Entrepreneurship Ecosystem for the Downtown District.

PROCUREMENT BACKGROUND:

An opinion letter from the New Mexico Economic Development Department clarified, "A local government is permitted to contract with the local, nonprofit MainStreet program to provide public economic development funds so long as to what the MainStreet program supplies in return to a development project represents fair-market value for the funds the MainStreet program received. When contractual language ensures that such an exchange takes place between a local government and the MainStreet program, the local government will *not* be in violation of the anti-donation clause of the New Mexico Constitution."

While NMEDD is insistent, and has provided an opinion letter from the Department of Finance and Administration Office, that payments to state and locally designated non-profits that are recognized through state-municipal agreements such as ours as NM MainStreet programs are exempt from procurement for payments made by local government in fulfillment of the state-local

procurement issue for MainStreet in different ways. Additionally, the Town's Attorney has been unable to verify the validity of this procurement "exemption." For this reason, the Town has attempted to, consistent with the Town Procurement Code, obtain quotes for the services to be provided by Downtown Taos, Inc. and the associated state required \$35,000 payment being recommended to be made to that group.

SATISFACTION OF PROCUREMENT REQUIREMENT:

During the formation by the Town of the community-based stakeholder entity to serve as the Accelerator non-profit, the Town invited the participation of any and all community organizations that could possibly meet the state required definition for the Accelerator or as a fiscal agent for the Accelerator. This was done as a part of the overall MainStreet application process of coordinating meetings to provide general information to the public about the program and in determining if there was community interest in the program, persons or entities interested in forming an exploratory (or "stakeholder") committee, and any existing entity that could serve as the accelerator or temporary fiscal agent for the Accelerator before we created one.

Out of our substantial outreach efforts, only three (3) organizations expressed any interest in the MainStreet program at any time during the year-long process. Each was asked as to their interest in either applying or bidding to be the entity to serve as or to host or create the accelerator. The results are as follows:

Taos Arts and Cultural District:

Declined and rejected by State of NM EDD based on program requirements and prior contracting.

Taos Community Foundation:

Declined and rejected by the stakeholders and Town as they required a 20% commission as fiscal agent and could not serve as service provider.

Taos Chamber of Commerce:

Declined and could not meet the state requirements, as the organization is a 501.a (a business membership organization) and did not meet the state 501.c.3 requirement

NM Resiliency Alliance:

Declined. The Town negotiated with and actually went as far to work on a contract with the Alliance, but they never returned the agreement and subsequently withdrew once the Accelerator (Downtown Taos) obtained its own 501.c.3.

CONCLUSION:

While we are, therefore, not able to obtain actual quotes in satisfaction of the procurement requirements, we believe that the Town has done everything possible to satisfy the spirit and intent of the procurement process by identifying any and all possible entities that could both meet the state imposed requirements as the Accelerator, complete the state and Town required scope of services to obtain the MainStreet designation and were willing to work within the budget the state permitted.

While for procurement purposes this was treated as a professional services contract, the reality when one reads the NM EDD/Town agreement is that the Town was required to create a community-based volunteer advisory board to the Town in order to meet certain state benchmarks of community involvement prior to awarding the Town a full MainStreet designation. Therefore, there were realistically no other alternatives.

Should anyone subsequently have any questions on this, we have attached the original government-to-government agreement creating and funding Downtown Taos, the Department of Finance and Administration Office opinion letter and would urge that the questioner can contact NM EDD MainStreet Program directly for further clarification on the procurement issue.



Richard P. Bellis, Town Manager



SUSANA MARTINEZ
GOVERNOR

JON BARELA
CABINET SECRETARY

August 18, 2016

RE: Clarification of contracts between local governments and nonprofit MainStreet programs

In light of recent questions about the procedural steps involved with New Mexico MainStreet, this letter serves to reaffirm the permissibility of a contractual relationship between a local government and the local, nonprofit MainStreet program.

A local government is permitted to contract with the local, nonprofit MainStreet program to provide public economic development funds so long as what the MainStreet program supplies in return to a development project represents fair-market value for the funds the MainStreet program received. When contractual language ensures that such an exchange takes place between a local government and the MainStreet program, the local government will not be in violation of the anti-donation clause of the New Mexico Constitution.

The spirit of the National Main Street America project requires a public-private partnership to foster economic growth in a community. This collaboration between a local government and the local MainStreet program is critical to the project's development and success.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve J. Clampett".

Stephen J. Clampett
Acting General Counsel



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building, Ste 201 • Santa Fe, New Mexico 87501
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BILL RICHARDSON
GOVERNOR

MEMORANDUM # BFB-10-01

KATHERINE B. MILLER
CABINET SECRETARY

TO: Municipal and County Finance Officers

FROM: John A. Gallegos, Budget and Finance Bureau Chief
DFA, Local Government Division

DATE: July 22, 2009

SUBJECT: Memorandum #BFB-09-01, Section VI, Recommendations

ROBERT M. APODACA
DIRECTOR

A handwritten signature in blue ink that reads "John A. Gallegos".

The Economic Development Department's New Mexico MainStreet Program has received some inquiries from local MainStreet projects regarding the memo referenced above, specifically the "recommendation" on page five to discontinue "unappropriated" contributions to non-profit organizations to help avoid possible anti-donation violations.

The purpose of this memo is to clarify the intent of this recommendation as it relates to local New Mexico MainStreet projects.

This recommendation does not apply to programs, such as MainStreet programs, that have legislative authorization and that provide specific services and value to assist municipalities and counties with economic development.

The New Mexico MainStreet Program was authorized by the New Mexico State Legislature in 1978. The program was formed to "provide for the revitalization of central business districts in New Mexico communities based on the preservation and rehabilitation of existing structures of unique historical and architectural character and the development of progressive marketing and management techniques as an economic development strategy for local governments." 3-60B-1 to 3-60B-4 NMSA 1978

The New Mexico MainStreet Program is an affiliated "state coordinating program" of the National Trust for Historic Preservation. The New Mexico MainStreet Program works cooperatively with locally designated MainStreet communities through the local MainStreet project, which is often a non-profit, 501c3 corporation. These local MainStreet projects have an exchange of value for the municipalities that fund them for economic development and historic preservation.

Municipalities and counties may continue to fund local MainStreet projects through a contract for services and deliverables and therefore, be in compliance with the state's anti-donation clause. Municipalities and counties may also continue to assist and partner in the administration of MainStreet Capital Outlay funds of the state legislature and with federally funded projects for downtown MainStreet revitalization.



RESOLUTION 19-34

A RESOLUTION OF THE TOWN OF TAOS AUTHORIZING THE ADOPTION OF THE 2019-2020 ECONOMIC TRANSFORMATION STRATEGY (ETS) FOR TAOS MAINSTREET AND AUTHORIZING A CONTRACT BETWEEN THE TOWN OF TAOS AND DOWNTOWN TAOS, INC. FOR THE IMPLEMENTATION OF THE ETS AND THE OPERATION OF THE TAOS MAIN STREET PROGRAM

WHEREAS, the Town has previously applied for and been awarded designation as a MainStreet Accelerator program by the NM Economic Development Department (NMEDD); and

WHEREAS, the Town was required by its agreement with NMEDD to assist in the development of an independent community-based non-profit organization to operate the Main Street Accelerator toward Taos becoming a state and nationally recognized MainStreet community; and

WHEREAS, the organization formed and contracted by the Town to carry out those required responsibilities was Downtown Taos, Inc.; and

WHEREAS, the state and Town staff have determined that Downtown Taos, Inc. has successfully completed the requirements assigned to it on behalf of the Town of Taos and necessary for full MainStreet designation; and

WHEREAS, Taos MainStreet was required to complete a community strategic planning process known as an Economic Transformation Strategy (ETS) as its final requirement to obtain MainStreet designation and in order for the ETS to serve as the work program for the new MainStreet organization (if awarded) and as the basis for the 3-party "Letter of Agreement" (contract) between NMEDD, the Town of Taos and the taos MainStreet organization (if awarded), and

WHEREAS, both NMEDD and Town staff have reviewed and are recommending the formal adoption of the attached ETS (Attachment 1) by the MainStreet Board of Directors, the Town of Taos and NMEDD as the basis for the FY 2019-2020 3-party "Letter of Agreement" (contract) (if awarded); and

WHEREAS, the current contract with Downtown Taos, Inc. will expire on June 30, 2019, the Town has approved a FY 2019-2020 budget that includes the state required line item of \$35,000 for continuing the program, beginning July 1, 2019, and the Town and Downtown Taos, Inc. have received confirmation that the Town request for NMEDD to approve the Town for both technical assistance and recommendation for the development of an MRA (Metropolitan Redevelopment Area) and full MainStreet designation have been accepted, based in large part on the work completed in advance by the Strong At Heart process and the successful work of Downtown Taos on behalf of the Town, and

WHEREAS, the development of a full-pledged MainStreet organization and the development of an MRA were identified Community Builders and the Town as next steps in actually implementing the findings and recommendations of the community in the multi-year Strong At Heart process,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TAOS, BY THIS RESOLUTION THAT WE THE ELECTED OFFICIALS DO HEREBY DECLARE:

1. That the Town Council does hereby accept and adopt the Taos MainStreet ETS as the recommended work plan for Taos MainStreet for the fiscal year 2019-2020 (if awarded), and as the scope of work for a contract between the Town of Taos and Taos MainStreet (or the MainStreet Accelerator), as well as the scope of services for the 3-party agreement between NMEDD, the Town and Taos MainStreet (or the MainStreet Accelerator), for FY 2019-2020. (Attachment 1)
2. That the Town Council, based on the \$35,000 allocation in the Town FY 2019-2020 budget already approved by Council, authorizes the Town Manager and Attorney to enter into a contract with Downtown Taos, Inc. by July 1, 2019 to continue to operate the Taos MainStreet (or the MainStreet Accelerator) program on behalf of the Town for FY 2019-2020, based on the above approved ETS as a scope of services. (Attachment 2)
3. That the Town Council does, further, based on the above, authorizes the Mayor to accept on behalf of the Town of Taos full designation as a MainStreet community (if awarded), and to authorize the Mayor to accept NMEDD technical assistance in development of an application for

awarded), and to authorize the Mayor to accept NMEDD technical assistance in development of an application for financial assistance from the NM Finance Authority to conduct a feasibility study as to the development of a downtown MRA.

4. Any proposal for the implementation of an MRA, any improvement district, special district or taxing district must be brought to Council at the initiation of the process, at the awarding of consulting contracts, and for publication, notification of all property owners, public hearing(s) and approval by ordinance(s) by the Council, consistent with state law.

PASSED, APPROVED and ADOPTED, this 25th day of June, 2019, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Nathaniel Evans	<u>Yes</u>
Councilmember Darien Fernandez	<u>Yes</u>
Councilmember George "Fritz" Hahn	<u>Yes</u>
Councilmember Pascualito M. Maestas	<u>Yes</u>

TOWN OF TAOS


Daniel R. Barrone, Mayor

ATTEST: 


Francella Garcia, Town Clerk

APPROVED AS TO FORM


Stephen C. Ross, Town Attorney

DOWNTOWN TAOS LLC

PROFESSIONAL SERVICES AGREEMENT

with the

TOWN OF TAOS, NEW MEXICO

This Professional Service Agreement ("Agreement") is effective July 1, 2019, between the Town of Taos, New Mexico, a municipal corporation (the "Town") whose notice address is 400 Camino de La Placita, Taos New Mexico, 87571, and Downtown Taos LLC, DBA Taos MainStreet ("the Contractor") whose notice address is 1236 Half Moon Rd., El Prado, NM 87529 (collectively known as the "Parties").

Downtown Taos LLC - Mission and Purpose: to stimulate the preservation and enhancement of the traditional commercial district in the Downtown area of the Town of Taos, New Mexico through education, historic preservation, beautification, promotion of community and civic pride, and combating the underlying reasons for the physical and economic deterioration of the district. The primary goal of Downtown Taos LLC will be to operate a tax-exempt corporation dedicated to establishing and maintaining a livable, walkable and economically vibrant town center, henceforth known as the Taos MainStreet District.

In fulfillment of the purpose, the Corporation shall seek to establish public-private partnerships with local and state government, individuals or corporations with similar intent to enhance public infrastructure and revitalization efforts throughout the Midtown district. Additionally, the Corporation shall strive to fulfill all requirements of the Accelerator, Affiliate or Accredited designations identified by the New Mexico MainStreet Program (NM Economic Development Department).

I. Scope of Services: Activities Reflecting Town Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (Taos MainStreet), the Town of Taos and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic business district of Taos in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the New Mexico MainStreet guidelines and objectives.

2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOU.
3. Work closely with the Town's elected officials and professional staff, Chambers of Commerce, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Taos MainStreet program and its initiatives.
5. Adopt at least two Economic Transformation Strategies and develop annual work plans for the implementation of revitalization projects in the Taos MainStreet district.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Taos MainStreet program to engage the public-private partnerships with Town government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Taos MainStreet program and to help coordinate revitalization projects in the historic commercial district.
8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Taos MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, façade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the Town on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
11. Submit no less than four (4) services requests to the New Mexico MainStreet program to connect technical assistance and financial resources to local business/property owners to support the economic revitalization of the district, or to strengthen organizational capacity relating to:
 - a. Rehabilitation of downtown properties and/or historic buildings.
 - b. Implementation of placemaking projects or similar design initiatives.

- c. Support, develop or enhance local business practices and endeavors or recruit new businesses to the district.
- d. Enhance branding, marketing, image development and events that support district revitalization.
- e. Developing skills and resources for the overall revitalization of the district or sustainability of the Taos MainStreet Program.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Strengthen and expand downtown Taos' market position by implementing Catalytic Projects and Physical Improvements in the Downtown District.

Tasks to be completed in FY20:

1. Ensure that the Strong at Heart Report is officially adopted by Town of Taos to establish a guiding framework for catalytic projects and physical improvements in the District.
 - Work with Town leadership and staff to facilitate the adoption of the plan as a policy document
2. Initiate activities related to development of physical improvement to establish: a) Bike/Hike/Walk Trail, b) Network Acequias Programs, c) Tree Canopy Replacement and d) Arts and Culture-related projects:
 - Establish collaborations with organizations/associations to initiate development of concepts & plans to implement projects in our district.
 - Research the policy changes (ordinances, regulations, zoning codes, etc.) that may be needed to support the implementation of physical improvement projects in the district
3. Initiate planning to activate the Taos Plaza/County Courthouse site:
 - Establish a relationship with Town/County officials to determine design improvements and facilities usage for the space.
4. Initiate coordination and planning activities related to establishing Metropolitan Redevelopment Area(s) (MRA) in the district.
 - Seek NMMS technical assistance to guide the MRA designation (district-wide or multiple site-specific MRA's)
 - Initiate process to establish initial MRA district designation reports
 - In partnership with the Town of Taos, seek funding for the MRA Plan(s)
5. Establish a Façade Improvement program to enhance downtown properties:
 - Work with merchant and property owner to facilitate clean up and façade enhancements
 - Establish a Facade Squad committee
 - Establish guidelines and application process for façade squad projects; identify candidates for projects for FY 20/21

6. Initiate placemaking/beautification and economic development projects that develop or enhance parklets, planters, or pop-up markets:
 - Seek technical assistance and funding for planning and implementation of placemaking projects and pop-up markets.
 - As determined by receipt of funds, develop plans and implement the construction of portable parks for use during Festival Street or other public events
7. Initiate development of the Festival Streets Initiative in alignment with the specifications of the Strong at Heart Report:
 - Engage Town officials and other stakeholders to identify and implement small projects that support one Festival Street
 - Seek technical assistance and planning/implementation funds for the Festival Street Initiative.
8. Support existing events in the district:
 - Work with current Taos MainStreet committees to stabilize and expand the Lighting Ledoux project.
 - Expand the Downtown/Plaza Yuletide Lighting program
9. Initiate improvements at the Taos Center for the Arts (TCA):
 - Establish a task force to determine improvements to Lilac Garden, TCA courtyard and TCA historic buildings
 - Seek NMMS (and other) planning technical assistance and initiate development of an improvement plan for the TCA facility improvements
10. Launch the Alley Network Improvement Program
 - Research the policy changes (ordinances, regulations, zoning codes, etc.). that may be needed to support the implementation
 - Develop project concepts/plans in alignment with the Strong at Heart Report
 - Identify one alley/pathway for improvements
 - Research availability of financing tools and seek funds for the first set of alley improvements

Transformation Strategy #2: Develop an Entrepreneurship Ecosystem for the Downtown District.

Tasks to be completed in FY20:

1. Facilitate merchant information sessions on DOT road improvements in the district:
 - Research the impact of foot traffic and parking impact on businesses in the district; collect baseline info on current foot traffic and parking patterns
 - Coordinate with NMMS specialists guide Taos MainStreet in communications w/DOT
 - Coordinate with district merchants to evaluate impacts of construction and identify potential solutions for mitigation
2. Coordinate with merchants to take advantage of increased traffic from downtown events:
 - Identify and develop plans for implementation of one event in the district.
3. Develop a set of inter-business communication tools to support business retention and success:
 - Establish or convene merchant discussion/forums

- Establish business/property owner's mixer and meet 2x /year
- 4. Survey district businesses on their needs relating to business retention, success and growth:
 - Conduct quarterly visits/status check-ins with businesses in the district
- 5. Initiate tasks relating to reducing the number of vacant or obsolete buildings in the district:
 - Develop a map or database of buildings in the district that need improvements
 - Research effectiveness of Empty Storefront Ordinances in other communities; present recommendations to DTMS and Town officials for action
 - Develop short term solutions and plans for implementation of improvements or remediation
- 6. Develop an inventory of business and business assistance resources:
 - Collect and disseminate data to existing and/or potential downtown businesses
- 7. Collaborate with community efforts to facilitate the development of a common workspace in the district
 - Identify stakeholders and processes to initiate planning tasks; convene planning activities
 - Seek funding to conduct a Feasibility Study

Capacity-Building Strategy: Develop Organizational Capacity and Communications.

Tasks to be completed in FY20:

1. Enhance the partnership with the Town by preparing and delivering no less than four (4) reports or presentations to the Town Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment statistics/impact measures. Participate in regular planning/coordination meetings Town Manager and key Town staff.
2. Establish and maintain committees or taskforces to implement revitalization projects.
3. Establish and implement a resource development plan.
4. Prepare/disseminate collateral materials to generate sponsors for revitalization projects and donors to support the organization.
5. Implement at least one fundraising effort aimed at generating unrestricted funds to support operations.
6. Conduct annual work planning activities, board recruitment staff/organization evaluation efforts to support long-term sustainability and performance management.
7. Establish processes and measures to evaluate performance against outcomes established in the board-adopted Economic Transformation Strategies. Ensure collection of performance measures and evaluation tasks.
8. Prepare an annual summary of resources leveraged or developed by Downtown Taos LLC in support of documenting the return on investment to the Town in the public-private partnership established via the Biannual Memorandum of Understanding. The summary shall include, but not be limited to: fair market value of professional technical provided by New Mexico MainStreet, restricted or unrestricted funds development via grants or contributions for downtown revitalization projects, and any other relevant funds or investments dedicated to the district revitalization efforts and attributable to the efforts of the Downtown Taos LLC in the delivery of the scope of services described here.

9. Develop and disseminate regular, creative and engaging messages outlining our work and demonstrating our effectiveness:
 - Set up of communication tools to reach different groups, including mass emailing and tracking or responses
 - Develop an interactive website
 - Establish and promote the “Musings from Mainstreet” blog; post no less than once/month.
 - Develop and disseminate a quarterly newsletter
 - Provide at least four presentations to community groups per year
10. Develop a multi-layered Interactive map that supports our planning, resource development and transformative projects:
 - Determine the information to be represented and the best platform to use
 - Integrate existing data sources
 - Disseminate map to appropriate MS stakeholder groups and committees
11. Engage influential entities/partners who can support our mission, vision and projects:
 - Governmental
 - Non-Profit Community groups
 - Businesses resource providers
 - Foundations
 - Property Owners
 - Businesses
12. Implement activities to ensure that the biannual MOU and annual Scope of Services contract with Municipal partner are in place for FY21:
 - Develop an annual work plan
 - Develop an annual or multi-year contract
 - Determine deliverables contract is included in FY budget and signed by July

II. COMPENSATION

For services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

- (1) In consideration for the Core Services and Additional Services rendered in FY20, and in compliance with the biannual MOU executed with New Mexico MainStreet, the Town shall pay to the Contractor the sum of \$35,000.00.
- (2) In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the Town shall provide the following in-kind services to the Contractor during FY20:
 - a. Document, poster and map printing services
 - b. Use of Town Meeting Facilities for regular Board and Committee meetings
 - c. Temporary office space in Town managed facilities, approximately 300 SF with access to Town Wi-fi services.

- (3) For the fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the Town.

B. Method of Payment

The Town shall pay Contractor in equal installments of \$8,750.00 on a quarterly basis of each fiscal year. The Town shall provide the initial payment in July with the execution of the contract commencing on July 1, 2019. Thereafter, the Town shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

III. TERM OF AGREEMENT

The term of this Agreement shall be for one years, beginning on July 1, 2019 and ending on June 30, 2021 ("Term"), unless terminated pursuant to paragraphs 2, 3, 12, 15, 16 and 17 of Section V below.

IV. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT. *

V. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the Town at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual report outlining progress toward deliverables identified in Section I, Scope of Work of this contract. The report shall be delivered electronically or in printed format to the Town designated representative and/or Governing Body of the Town no later than 30 days after completion of the contract term.
- C. The Contractor shall maintain, for two (2) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the Town and the State Auditor. The Town shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Town to recover excessive and/or illegal payments.

2. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Services of the Contractor under the Agreement. However, the Contractor shall not be in default if specific elements of the Scope of Work are amended and mutually agreed to in writing by the Parties during the term of the contract.

3. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the Town may terminate this agreement and pursue its remedies at law and equity

4. INDEMNIFICATION

Contractor indemnifies the Town of Taos against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

5. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million dollars (\$1,000,000) and shall name the Town as an additional named insured on all insurance policies and shall provide the Town with satisfactory proof of insurance

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the Town for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the Town, this Agreement shall terminate upon 60-day written notice being given by the Town to the Contractor. The Town's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Town and are not employees of the Town. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town vehicles, or any other benefits afforded to employees of the Town of Taos as a result of this Agreement.

8. SUBCONTRACTING

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Town.

9. NO THIRD-PARTY BENEFICIARIES

This agreement confers no additional rights or benefits other than those explicitly provided herein to the Town and the Contractor; there shall be no third-party beneficiaries assigned in this contract.

10. SEVERABILITY AND SURVIVAL

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.

11. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Town, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to bind the Town in any way unless the Contractor has expressed written authority to do so, and then only within the strict limits described herein.

12. CONFIDENTIALITY

Any confidential information provided to, or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Town.

13. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or Town employee have been followed.

14. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. EQUAL OPPORTUNITY AND NONDISCRIMINATION COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity and non-discrimination.

17. WORKER'S COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Town reserves the right to terminate this Agreement.

18. APPLICABLE LAWS

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Town of Taos.

19. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 1st day of July 2019

TOWN:

CORPORATION:

TOWN of TAOS

DOWNTOWN TAOS, INC.

By _____
Rick Bellis, Town Manager

By _____
Jim Pollard, President
Downtown Taos, Inc.

ATTEST:

Marietta Fambro, Finance Director
Town of Taos

Jonah Reynolds, Secretary
Downtown Taos, Inc.

**Downtown TaosMainStreet
2020 Economic Transformation Strategy**

Strategy #1 : Strengthen and expand downtown Taos' market position by implementing Catalytic Projects and Physical Improvements in the Downtown District

Summary: Develop Catalytic and Physical Improvement Projects to improve the physical environment and public infrastructure to stimulate, improve and expand Downtown Taos This involves identifying and developing strategies, tools and techniques and implementing them with local partners These revitalization efforts will include public spaces, buildings, streets and pedestrian areas, as well as developing opportunities for live/work/mixed use, high density and affordable housing

Short Term Outcomes

Increased community awareness of benefits from catalytic projects and physical improvement activities-
Baseline survey results are used to build awareness
Strong engagement by property & business owners during planning forums

Intermediate Outcome

Increased community participation reported by merchants and event coordinators
Store hours extended as a result of stronger commercial activity
Merchants are reporting an increase of sales and foot traffic by residents and visitors

Long-term Outcomes

More diverse mix of commerce and business types
Streets & pathways are safer & easier to access
increased green spaces & activities
Physical changes impact sales for district merchants

GOAL ONE -	Develop Catalytic Projects to improve the physical environment and physical infrastructure	
Objective one	Develop community collaborations and/or initiate focused work groups to address programmatic efforts	
action	task	team
Bike/Hike/Walk Trail Network	Develop a collaboration with organizations & associations to assist in developing concepts & plans to implement projects in our district	Design
Acequias Programs	Research the policy changes (Ordinances, regulations, zoning codes, etc) that may be needed to support the implementation	Design
Tree Canopy Replacement		
Arts and Culture		
Taos Plaza/County Courthouse	Establish a relationship with Town/county officials to determine usage and design	Design
Objective two	Ensure TOT policies/ordinances to align with revitalization plans	
action	task	
Strong at Heart Report	Work with the town to facilitate the adoption of the plan as a policy document	Design
MRA Process	Apply for MS technical assistance	Org
	MRA district is defined	Design
	Seek and receive funding enabling the contract with Consultant planner	Org
GOAL TWO	Develop Placemaking Projects to create inviting and inclusive people-centered public spaces	
Objective one	Implement Placemaking improvements	
action	task	
Facade Squads	Work with merchant and property owner requests to facilitate clean up and facade enhancements	Design
	Identify a Facade Squad committee	Design
	Identify candidates for projects for FY 20/21	Design
Parklets, Pop Ups, Planters,	Apply and receive planning and implementation money and tech assistance	Org
	Determined by receipt of funds - Develop plans and implement the construction of portable parks for use during Festival Street or other public events	Design
Festival Streets	Establish conversation with Town officials and other stakeholders to identify and implement small projects to support one Festival Street in accordance with Strong at Heart Report	Design
	Apply and receive planning and implementation money and tech assistance	Org
Existing events	Work with current committees to stabilize and expand Lighting Ledoux Expand Downtown/Plaza Yuletide Lighting Programs	Promo
Taos Center for the Arts (TCA)	Apply and receive planning and implementation of tech assistance	Org
	Develop a task force to determine improvements to Lilac Garden, TCA courtyard and TCA historic buildings	Design

	Facilitate the implementation of the plan	Design
Alley Network Program	Develop concept and plans to implement as outlined in Strong at Heart Report,	Design
	Select one alley/pathway for improvements	Design
	Identify and apply for financing tools available	Org

Strategy #2: Develop an entrepreneurship ecosystem

Summary: Serve as a catalyst for encouraging a strong, diversified entrepreneurial environment where aspiring and existing businesses & entrepreneurs can thrive. Facilitate a strong and diverse local economy that expands opportunities for people who live and visit here

Short Term Outcomes
<p>Projects create advocacy and awareness of what a whole system of support is as a benefit to their business</p> <p>Businesses recognize the value of sharing information about their business operations and practices toward the goal of building and entrepreneurship ecosystem</p> <p>Businesses know where to access information that supports their business endeavors</p>
Mid Term Outcomes
<p>Merchants and property owners report a perceived value of MS as a resource, advocate for downtown revitalization efforts</p> <p>Merchants are reporting an increase of sales and foot traffic by residents and visitors</p> <p>Reduce the number/rate of vacancies in the district</p> <p>Increased community participation reported by merchants and event coordinators</p>
Long Term Outcomes
<p>Business mix meets the needs of visitors and residents (commensurate with demand)</p> <p>Businesses state that access resources have improved their business skills and networking which translated to sustainability/growth</p>

GOAL ONE	Enhance the entrepreneurial and creative economy by building on the existing commercial base, arts, culture, advanced technology and creative assets in Taos	
Objective one	Take a proactive role to inform and serve as an advocate for businesses and property owners	
action	task	Team
Facilitate merchant information sessions on DOT road improvements	Research the impact of foot traffic and parking impact on businesses in the district; collect baseline info on current foot traffic and parking patterns	Economic Vitality
	Coordinate with merchants to determine impact and possible solutions	Promo
	Coordinate with MS specialists guide DTMs in communications w/DOT	Economic Vitality
Coordinate with merchants to take advantage of increased traffic from downtown events	Identify one event type and develop a plan	promo

Develop a set of inter-business communication tools	Merchant discussion/forum	Promo
	Business and Property owners' mix and meet 3x /year	Promo
Survey and meet district businesses	conduct quarterly status check-ins with businesses	Economic Vitality
Address Vacant or obsolete buildings	seek resources to map buildings in the district	Design
	Research effectiveness of Empty Storefront Ordinances in other communities; present recommendations to DTMS and Town officials for action	Economic Vitality
	Develop short term solutions	Promo
GOAL TWO -	Strengthen and support entrepreneurial projects, including those directed at creating career development opportunities and workforce and entrepreneur training and support	
Objective one	Collect data that supports the development of catalyzing projects, including those directed at creating a workforce and entrepreneurial training and career development opportunities	
action	task	Team
Develop an inventory of business and business assistance resources	Collect and disseminate data	Economic Vitality
Collaborate with community efforts to facilitate the development of a common workspace in the district	Determine the stakeholder group	Economic Vitality
	Seek and receive assistance to conduct a Feasibility Study	
Survey and meet district businesses	conduct quarterly status check-ins with businesses	Vitality

Strategy #3 Develop Organizational Capacity and Communications

Summary:

Build our organizational capacity to implement projects and initiatives that accelerate community appropriate economic growth

Short Term Outcomes
Stakeholders are informed regularly of our work, projects and impact Stakeholders are aware of the value of contributing their resources to MS and seek to support/volunteer Dev Plan is accepted and refined Systems for tracking stakeholders, donors, information, and finances are identified
Mid-Term Outcomes
Development of succession and leadership plans are actively in place Merchant and property owners are engaged in activities to address challenges and opportunities Stakeholders contribute their time and money to build the capacity of the organization for the revitalization efforts;% of fundraising goals are met Systems are purchased and utilized
Long Term Outcomes
DTMS is recognized as a representative credible voice of the Downtown DTMS has the knowledge capacity and resources to implement the work DTMS has resources to meet budget Systems are used to inform decisions and complete projects in an efficient/effective manner The organization has the capacity to withstand fluctuations in growth, staff changes, funding, and environment influences

GOAL ONE	Ensure broad community engagement and build partnerships across sectors	
Objective one	Communicate and market our district’s defining assets, organizational activities, and successes	
action	task	Team
Regularly dispersed creative and engaging messaging demonstrating our effectiveness	Set up of communication process different groups/mass emailing tracking responses	Promo
	Develop an interactive website	Promo
	Musings from Mainstreet blog x/mo	Promo
	Quarterly newsletter	Promo
	Four presentations to community groups per year	Promo
GOAL TWO	We have the information and technology we need to support our work	

Objective one	Develop systems for ongoing tracking and data research to inform our work	
action	task	Team
Multi-layered Interactive map	Determine the information to be represented	design
	Determine platform to use	design
	Integrate existing data sources	design
	Disseminate map to appropriate MS groups and committees	Promo
Systems of management are selected and supported	Select and implement data systems for tracking & management of information, finances, people, places and projects	Org
	Selection of web host and Website is contracted, upload, and set up, system for management is in place	Promo
Objective two	Program Evaluation development to measure a cross-organizational evaluation tool for qualitative impacts beyond	
action	task	Team
ETS designated outcomes are measured	Review all defined outcomes	org
	Determine the process for measurement	org
	Meet with teams to determine implementation	org
	Develop a data tracking and reporting process	org
GOAL THREE	Develop leadership and sustainability	
Objective one	Volunteers are representative of the district and are informed of their responsibilities	
action	task	Team
Design and implement leadership development programs for Board, and Affinity groups	Develop orientation packet for incoming volunteers	org
	Update roles and responsibilities; review at least annually	org
Objective two	Allocation of our resources corresponds to our programmatic priorities and desired outcomes	
action	task	Team
Project planning	Development of decision-making screen	Org
	Development of project priority schedule	Org
Objective three	Develop Strategic Partnerships which serve to support and enhance ETS	
action	task	Team member
Identify and engage influential entities	Governmental	Org
	Non Profit Community groups	Org
	Businesses resource providers	Economic

		Vitality
	Foundations	Org
	Property Owners	Design
	Businesses	Economic Vitality
Objective Four	Raise funds to enable us to sustain and support our programs	
Action	Task	Team member
Develop materials needed for fundraising activities	Case Statement	Org
	Develop key giving documents	Org
	Write template ask letters	Org
	Design flexible hand out	Promo
	Adopt a gift acceptance policy	Org
	Set up giving page on the website and social media	Promo
	Set up credit card link on the website	Promo
Friend-raising events	Two gatherings mix and meets/house/business in the district	Org
The organization is supported by grants and donations	Create a pipeline for donor development and stewardship	Org
	A process for grant identification and applications is outlined (including committee reviews and board approvals)	Org
	Organization and projects are supported through diverse funding streams	Org
Annual contract with Municipal partner is in place	Develop an annual work plan	Org
	Develop an annual or multi-year contract	Org
	Determine deliverables contract is included in FY budget and signed by July	Org