



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: March 21, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Pima Association of Governments

Project Title/Description:

PAG Transportation Art by Youth Program

Purpose:

Program allocates funding for transportation art by youth

Procurement Method:

Open competition pursuant to PAG Transportation Art by Youth Program rules

Program Goals/Predicted Outcomes:

Incorporate public art into regional transportation projects

Public Benefit:

Visual enhancement of transportation projects

Metrics Available to Measure Performance:

Public opinion as measured through calls, letters, comments, etc.

Retroactive:

No

Original Information

Document Type: CTN Department Code: TRAN Contract Number (i.e., 15-123): 17*176

Effective Date: 3/21/17 Termination Date: 12/31/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ \$125,000

Funding Source(s): Highway User Revenue Funds

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

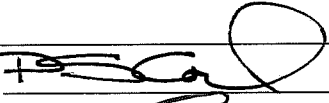
Cost to Pima County General Fund: _____

*To: COB - 3-15-17 (3)
Ver. - 1
pgs. - 8 Addendum*

Contact: Jonathan Crowe

Department: TRAN

Telephone: 724-6383


Department Director Signature/Date: 

3/7/17

Deputy County Administrator Signature/Date: 

3/14/17

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)



3/14/17

This number must appear on all correspondence and documents pertaining to this contract

PAG Contract:

AGREEMENT FOR PUBLIC ART FUNDING

THIS AGREEMENT is entered into by and between Pima County, a political subdivision of the State of Arizona, hereinafter called "the County," and the Pima Association of Governments, an Arizona non-profit corporation, hereinafter called "PAG."

RECITALS

WHEREAS, The County intends to administer a Summer Youth Transportation Art Program to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS, PAG intends to contribute Highway User Revenue Funds to The County's Summer Youth Transportation Art Program (the "Program") commencing with the summer of 2015 and continuing each calendar year thereafter throughout the term of this AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

TERM AND MAXIMUM AMOUNT:

The term of this AGREEMENT begins on the date of signature by the PAG Executive Director and terminates on December 31, 2019, unless sooner terminated, or unless further extended, pursuant to the provisions of Article V of this AGREEMENT. In the fall of each calendar year, PAG will solicit participation in the Program by notifying all of the participating jurisdictions of the amount of HURF funds available for the next calendar year. The County shall not undertake any PAG funded work on the Program until PAG issues a Notice To Proceed (NTP) to The County.

The Parties acknowledge that, upon completion and acceptance of the work undertaken during each year of the Program, The County may respond to PAG's solicitation by applying to continue Program participation during the succeeding year in accordance with PAG's Transportation Art By Youth Program Policies in effect at the time of application. Annual preliminary approval and determination of eligibility of The County's proposed project(s) submitted under this Program shall rest with PAG's Transportation Planning Committee (TPC). Final approval of The County's proposed project(s) rests with the Arizona Department of Transportation (ADOT). Upon final approval from ADOT, PAG will promptly issue a NTP.

The maximum contribution to The County by PAG under this AGREEMENT is limited to \$125,000.00. If the The County has remaining funds from a previous PAG Program contract, it may but need not incorporate the balance of such funds into this AGREEMENT.

ARTICLE II

PURPOSE AND WORK STATEMENT:

The County will submit each project for approval each year to the PAG Transportation Planning Committee.

ARTICLE III

The County's Duties:

The County shall provide the following services:

- Administer the project as approved by the Transportation Planning Committee each year.
- Recruit youth from economically disadvantaged areas.
- Consult with elected officials and other interested parties in determining the precise nature and location of the completed project.
- Provide for review and approval of the completed project by the key stakeholders and decision-makers.
- Assume all responsibilities for the project, including cost and quality control measures for design and construction, and ownership and maintenance of the final project.
- Submit a final report to PAG detailing the results of the program for the subject calendar year.
- Submit confirming, complete and accurate invoices for reimbursement of expenditures incurred under this Program; such invoices shall be submitted to PAG monthly. Final invoice to be submitted within ninety (90) calendar days upon completion of the project. Invoices submitted later than ninety (90) days following project completion will not be paid, unless PAG determines that extenuating circumstances prevail.
- Applications should include a budget breakdown that provides a separate line item for youth stipends. Note: PAG targets a minimum of 20% for youth stipends.

- Final invoice should include a color photograph of the completed youth art project.
- Each project should include a plaque on the completed Youth Art Project indicating funding support contributed by Pima Association of Governments. (PAG will provide plaques upon request.)

ARTICLE IV

PAYMENT:

- A. Total payment for each year of this AGREEMENT shall be set by the PAG Transportation Planning Committee. The County may elect to augment funds provided by PAG at the sole discretion of The County.
- B. PAG shall reimburse The County within thirty (30) days of receipt of acceptable, properly completed invoices detailing project progress and expenditures.

ARTICLE V

TERMINATION / EXTENSION FOR CONVENIENCE:

Either party may, at any time and without cause, cancel this AGREEMENT by serving upon the other party thirty (30) days advance written notice of such intent to cancel. In the event of such cancellation, PAG's only obligation to The County shall be payment for services rendered prior to cancellation. If mutually agreed by PAG and The County, the term and maximum amount of this AGREEMENT may be modified by written agreement signed by both Parties

ARTICLE VI

CONFLICT OF INTEREST:

This AGREEMENT is subject to the provisions of A.R.S. 38-511 which provides as follows: "The State, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent

of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE VII

ASSIGNABILITY:

The County shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same without prior written consent of PAG thereto; provided, however, that claims for money due or to become due to The County from PAG under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PAG.

ARTICLE VIII

OFFICIALS NOT TO BENEFIT:

No member of or delegates to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part of the AGREEMENT or to any benefit to arise here from.

ARTICLE IX

NONDISCRIMINATION:

Affirmative Action Provisions: The County agrees to abide by the PAG affirmative action policies as stated in PAG Resolution # 84-4, dated November 21, 1984. These are included in the Personnel Policies of the Pima Association of Governments as approved by the PAG Regional Council on November 21, 1984, and as they may be amended. Both parties agree to comply with Executive Order 2009-09 of the Governor of the State of Arizona.

ARTICLE X

AMERICANS WITH DISABILITIES ACT:

The County shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 D.S.C. 12101- 12213), and applicable Federal regulations under this Act.

ARTICLE XI

NON – WAIVER:

The failure of either party to insist in any one or more instances upon the full and complete compliance with any of the terms and provisions of this AGREEMENT, to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

ARTICLE XII

INDEMNIFICATION:

To the fullest extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

ARTICLE XIII

SEVERABILITY:

Each provision of this AGREEMENT stands alone, and any provision of this AGREEMENT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this AGREEMENT.

ARTICLE XIV

Funding for this AGREEMENT is being provided by the Arizona Department of Transportation. PAG has no funds of its own to pay for the work being done under this AGREEMENT, and therefore is not obligated to pay The County until PAG receives funding from the ADOT. Costs incurred by The County as the result of any changes by PAG and/or by The County outside the general Scope of this AGREEMENT will not be allowed for reimbursement under this AGREEMENT unless these changes and related costs have been approved by PAG in writing prior to incurring the costs.

ARTICLE XV

If The County is self-insured as a governmental entity, the Parties acknowledge that The County’s program of self-insurance meets the following minimum requirements of this AGREEMENT. Otherwise, The County shall obtain insurance as described below and keep such coverage in force throughout the life of the AGREEMENT. All policies must contain an endorsement providing that written notice be given to PAG at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability insurance, the liability insurance policy(s) shall include PAG as an additional insured with respect to liability arising out of the Contract. The County must agree that the insurance will be primary and that any insurance carried by PAG will be excess and non-contributing.

Coverage Afforded

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers’ Compensation Employees Liability	\$100,000
Professional Liability (Errors and Omissions)	\$500,000
General Liability	\$1,000,000

ARTICLE XVI

LEGAL ARIZONA WORKERS ACT:

Each party warrants to the other that it will, at all times during the term of this AGREEMENT, comply with all federal immigration laws applicable to the warranting party’s employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the “State and Federal Immigration Laws”). Each party further agrees to ensure that each contractor who performs work associated with any project subject to this AGREEMENT (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work on a project subject to this AGREEMENT advises each subcontractor of the party’s rights, and the subcontractor’s obligations, with respect to this subsection, by including a provision in each subcontract

substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor’s employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [County or PAG] may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party’s contractor on a project subject to this AGREEMENT, or by a subcontractor of that party’s contractor on a project subject to this AGREEMENT shall be deemed to be a material breach of this AGREEMENT subjecting the breaching party to penalties up to and including suspension or termination of this AGREEMENT. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party’s compliance with the State and Federal Immigration Laws.

ARTICLE XVII

ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire AGREEMENT between the parties and shall not be modified, altered, amended, or changed except by mutual consent as indicated by signatures of the PAG Executive Director and authorized officials of The County.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

PIMA COUNTY

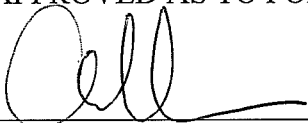
Chair, Board of Supervisors

Date: _____

ATTEST:

County Clerk

APPROVED AS TO FORM:



Andrew L. Flagg
Deputy County Attorney

PIMA ASSOCIATION OF GOVERNMENTS

Farhad Moghimi
EXECUTIVE DIRECTOR,
and not personally.

Date: _____

APPROVED AS TO FORM:

Thomas Benavidez
PAG Legal Counsel

Date: _____