



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

Requested Board Meeting Date: 9/17/2024

or Procurement Director Award:

** = Mandatory, information must be provided*

***Contractor/Vendor Name/Grantor (DBA):**

Southern Arizona Arts and Cultural Alliance (SAACA)

***Project Title/Description:**

Public Art Coordinator Services

***Purpose:**

To provide administrative services for the Pima County Public Art Program, per Board of Supervisors Policy 3.3, Pima County Public Art Program, and Administrative Procedure, 3-16 Implementation of the Pima County Public Art Program.

***Procurement Method:**

Direct Select

***Program Goals/Predicted Outcomes:**

The Southern Arizona Arts and Cultural Alliance ensures the public art selection and artwork design process meets the needs of Pima County and compliance with procurement policy and procedures cited above in the Purpose section.

***Public Benefit:**

The public benefits from the aesthetics of the artwork as well as the support of the arts in our community

***Metrics Available to Measure Performance:**

Success will be measured by the ability to select artists and coordinate the artwork design process within scope, schedule, and budget and the overall County and public satisfaction.

***Retroactive:**

No

TO: COB, 9-12-24(1)
Vers: 0
Pgs: 23

ADDENDUM

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PDC Contract Number (i.e., 15-123): SC2400002267
Commencement Date: 9/18/2024 Termination Date: 9/19/2026 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 146,160.00 * Revenue Amount: \$

*Funding Source(s) required: Various Departmental Capital Improvement Program Funds

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

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

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Rod Lane, Director

Department: Project Design and Construction

Telephone: 520-724-2089

Department Director Signature: Date: 9/5/24
Deputy County Administrator Signature: Date: 9/11/2024
County Administrator Signature: Date: 9/11/2024

DATE: 8/27/2024

TO: Jan Leshner, County Administrator

FROM: Rod Lane, Director
Project Design & Construction

Cc: Carmine DeBonis Jr. Deputy County Administrator
Terri Spencer, Procurement Director

SUBJECT: Request for Direct Selection of Professional Services from Southern Arizona Arts and Cultural Alliance (SAACA) for Public Art Coordinator Services

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Southern Arizona Arts and Cultural Alliance (SAACA) to provide Public Art Coordinator Services

Background: Pima County seeks Public Art Coordinator services to manage the public art panel component on individual Capital Improvement art projects in compliance with Board of Supervisors Policy C 3.3 and Administrative Procedure 3-16.

As a liaison between artists, the community, and the County, the Coordinator will promote public art opportunities, assemble stakeholder-based art panels for the review of applicants, selection of artists, management of artwork design phase, and panel approval of artwork design.

This recommendation is due to SAACA's wealth of experience in community-based culture and art programs with specific experience managing and delivering public art programs and projects with other public agencies in southern Arizona including Oro Valley, Sahuarita, Marana as well as others in Casa Grande and the Phoenix area. They are based in Tucson and have substantial public outreach experience working within this community. This expertise and experience is unique to our region, and they are the exclusive organization providing public art services in all these communities.

Requested Action: The Project Design & Construction requests SAACA to be selected for Public Art Coordinator Services with a not-to-exceed amount of \$146,160.00 for a contract term of two years with four two-year renewal options pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.


Initials (Author/Preparer) RPL

MEMORANDUM


Jan Leshner, County Administrator
Re: Request for Direct Selection of Professional Services from Southern Arizona Arts and Cultural Alliance (SAACA) for Public Art Coordinator Services
August 28, 2024
Page 2

Approved as to Form: 
Terri Spencer
Procurement Director

Date: 8/27/2024

Concur: 
Carmine DeBonis Jr. Deputy County Administrator

Date: 9/11/2024

Direct Select Approved: 
Jan Leshner
County Administrator

Date: 9/11/2024

Pima County Department of Project Design & Construction

Project: Public Art Coordinator Services

Contractor: Southern Arizona Arts and Cultural Alliance

Amount: \$146,160.00

Contract No.: SC2400002267

Funding: Various Capital Improvement Program Fund Sources

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Southern Arizona Arts and Cultural Alliance, SAACA ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6. III.C.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on September 18, 2024 and will terminate on September 19, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 2 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**. Upon request from County, on a project by project basis, Contractor will perform, as appropriate, those duties identified in Administrative Procedure 3-16 (**Implementation of the Pima County Public Art Program**), specifically sections IV.F and V, and will generally ensure that the Pima County Public Art Program will conform to the requirements of Board of Supervisors Policy C3.3 (**Public Art Program**) and Administrative Procedure 3-16, both of which are incorporated into this Contract by reference. Contractor will perform duties in compliance with the Contractor Guidelines **EXHIBIT A** (12 pages) and other duties germane to management of the Pima County Public Arts Program as directed by the managing County Department of this contract.

4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel,

especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Executive Director, Kate Marquez
Deputy Director, Matt Rolland

5. **Compensation and Payment.**

5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit C** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$146,160.00 for the term of the Contract (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit C** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to

this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary, and that any insurance carried by County, or

its agents, officials, or employees, is excess and not contributory insurance.

6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the

Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders.
 - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Rod Lane, Director, Project Design &
Construction

150 W. Congress St. 3rd Floor
Tucson AZ 85701

Contractor:

Kate Marquez, Executive Director,
Southern Arizona Arts and Cultural Alliance

4500 North Oracle Rd. Suite 110
Tucson AZ 85705

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
 - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. **Legal Arizona Workers Act Compliance.**

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** "Not Applicable"

26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs

in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

- 28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Amanda Kate Marquez
Amanda Kate Marquez (Sep 4, 2024 14:31 PDT)

Authorized Officer Signature
Amanda Kate Marquez

Date

Printed Name and Title

09/04/24
Date


ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Deputy County Attorney



Department Head

Kyle Johnson
Print DCA Name

9/4/24
Date

9/4/2024
Date

EXHIBIT A (12 pages)

Scope of Services
SOUTHERN ARIZONA ARTS AND CULTURAL ALLIANCE

Public Art Coordinator Services for the
Pima County Public Art Program

September 18, 2024 –September 19, 2026

Management of up to twenty (20) Public Art Projects per term.

1. Contractor will adhere to the Contractor Guidelines (Exhibit A) provided by County.
2. Contractor will maintain professional staff and contractors in the implementation of the County Public Art Program.
3. Deliverables: Per project milestone invoices, using Invoice Template (Exhibit B), quarterly report with status on all projects.
4. Reporting. Contractor will provide quarterly reports on the status of all active County public art projects. Reports will be provided two (2) weeks in advance of quarterly meetings with managing County Department.
5. Contractor will provide services for up to ten (10) new Public Art Projects per year not to exceed twenty (20) projects under active management per term.

Contractor Guidelines

(Sourced from the 2024 Pima County Public Art Program Manual)

PC PA PROGRAM MANUAL, Pg. 6

I. ROLES AND RESPONSIBILITIES

PUBLIC ART COORDINATOR (PAC)

Contractor-Arts Agency PR Firm, or County Department

The Public Art Coordinator (PAC) is a community liaison charged with managing the public portion of the Pima County Public Art Program as outlined in Administrative Procedure 3-16. All PAC duties are to be conducted in compliance with [Board of Supervisors Policy C 3.3](#), [Administrator Procedure 3-16](#), [County Procurement Code](#), and processes described in this manual.

As a liaison between artists, the community, and the County, the PAC is a position of political neutrality and public relations. Compliance with the above criteria and effective management of the public process within the provided Pima County Public Art Project Timeline is at the core of this service.

Contract No.: SC2400002267

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Revised 8/19/22

Tasks include sourcing from geographically based stakeholder groups for representation on art panels as directed by Pima County, monthly panel meeting coordination, panel management in compliance with Pima County procurement best practices for the life of the public process (approx. 22 months per project), effectively advertising the “Call to Artists” at local and national levels, timely response to the county and public inquires, and effective public relations.

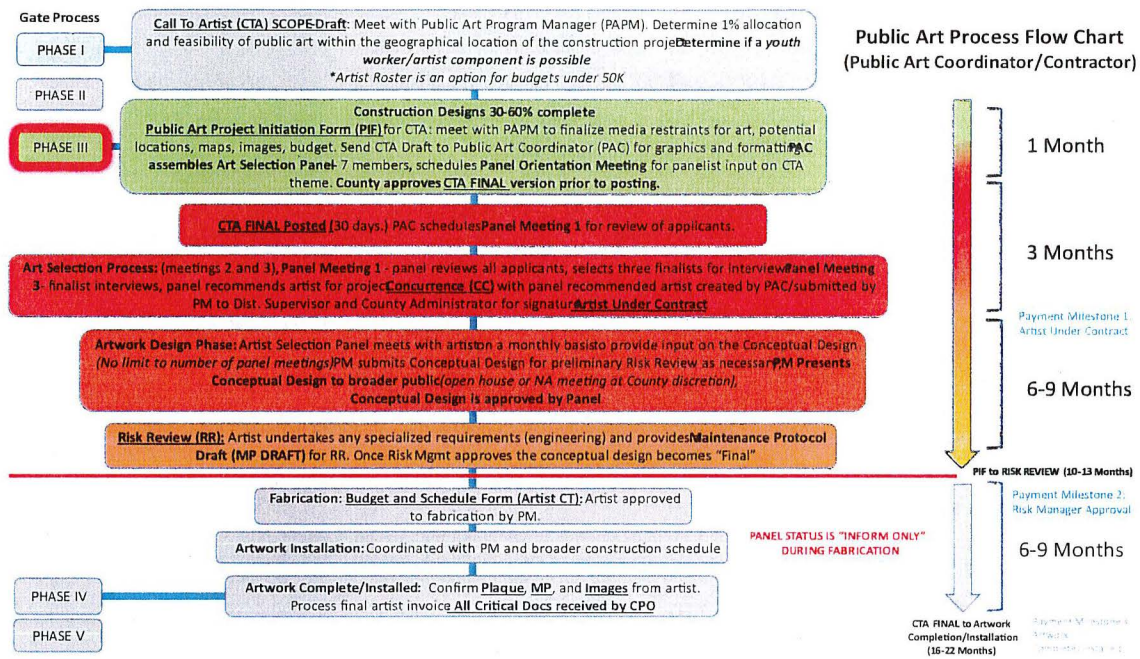
Duties include but are not limited to:

- Provide effective and timely communication with the public and Pima County.
- Publicly post Calls to Artists (CTA) to contractor’s website for a minimum 30 days.
Assembling Public Art panels in accordance with [Administrator Procedure 3-16](#), and processes described in this manual.
- Schedules/Presides over panel meetings, builds support and consensus among panelists on artwork designs through the artwork design phase.
- Manages/Schedules monthly panel meetings to enable delivery of projects within established timelines in compliance with CTA guidelines and Artist Contracts (CTs).

PC PA PROGRAM MANUAL, Pg. 7-19

III. 1% FOR ART PROJECTS

1% for Art projects follow a specific community-based artist selection and artwork design process. This process is described in general to specific terms in the following document order: Board of Supervisors Policy 3.3, Administrative procedure 3-16, The Pima County Public Art Program Manual. The below flowcharts illustrate the specific roles of County Project Manager (PM) and the Public Art Coordinator (PAC). The Public Art Program Manager and Public Art.



CALLS TO ARTISTS (CTA)*

CTAs are first stage in 1% for Art Projects. CTA guidelines are drawn from the Artist Contracts and key features of the construction projects. PMs are encouraged to provide as much information in the CTA as possible to include current construction design plans, maps, and cultural/historical information. The panel provides input on theme in advance of the CTA being posted publicly if possible and throughout the artwork design phase.

CTA Requirements

- **CTA Format** - Provided to county departments of jurisdiction by the PAPM, additional fields may be required based on project specific information. Alterations to CTA format will be reviewed and approved by the PAPM.
- **CTA Draft** - Provided by county departments of jurisdiction PM with signed Public Art Project Initiation Form and Allocation (PIF) form to PAC. Panel assembly will begin upon receipt of the signed PIF form from the County. PAC will provide panel with CTA DRAFT and schedule Panel Meeting 1 for panelist input on CTA theme.
- **Public Art Project Initiation Form (PIF)***- PMs fill out the PIF and list stakeholder groups that the PAC will contact to secure panelists.
- **CTA Final***– The PAC has 30 days from the receipt of the PIF to schedule meeting 1

- **CTA Posted Publicly** – The PAC has 1 week from approval of CTA FINAL by the PM to publicly post. CTA FINAL is posted for no less than 30 days.
- **Website Criteria** - CTA Drafts will not be publicly posted to the website until the CTA is approved by the PM. The PAC will ensure that only the content from the approved CTA Final is used for website materials and all links and support documents are functional/accurate and application links are accessible.

Note: CTA information cannot be viewable to the public in advance of the official posting date.

CTA Advertising Protocol (Minimum Requirements)

The PAC will ensure that the CTA Final is posted to the following:

Arizona Commission on the Arts - Art Opportunity webpage (FREE) when CTA is posted to web and made public.

Social Media - a minimum of 2 social media posts, the first within 1 week of the CTA posting, the second 1 week prior to the CTA closing.

Projects over \$50K - Follow the above criteria, and post to the Americans for the Arts Public Art list serve (FREE).

Acceptable Number of Qualified Applicants (Minimum Requirements)

Applicant numbers are based on Art Budget and Scope:

- Up to \$50K: 15 to 35 applicants
- \$50 - \$100K: 35 applicants
- \$100 - \$200K: 45-65 applicants

If applicant numbers are below the minimum requirements, the PAPM and the PM will review and decide whether to extend the call.

Note: Panel access for review and scoring will not occur until the PAPM and PM review and give the PAC notice to proceed.

PUBLIC ART PANEL

Goal of the Panel Process

The goal of the panel process is to ensure stakeholder groups and community members have input into the public art located in their communities. With guidance from the relevant county departments and the

district in which the artwork occurs, the process is designed to ensure a transparent and equitable artist selection process with a community informed design phase to result in a publicly supported final artwork.

Panel Assembly

Based on the Pima County Public Art Project Timeline in this manual, the PAC has 9 weeks to assemble a 7-person panel before the CTA closes. Panel assembly will begin upon receipt of the signed PIF form from the PM.

Panels with more than 7 Appointees - This is very rare and only occurs if county identified Stakeholder Groups/Community representative exceed the number of community representative slots (2). In this case panels can still be within 7 appointees by cross listing qualifications.

Panel Appointee Communication Protocol – The PAC will forward the CTA Draft or the CTA Final with initial solicitations for appointees (CTA type is timing reliant). All solicitations for appointees will require a minimum of 3 emails and 2 phone calls over a period of three weeks. If there is no response after this criteria is met, the PAC will contact the County PM on the project and request guidance. The PAC will maintain a *Panelist Contact Chronology*, available to the County upon request.

Community Representative/Stakeholder Group Contacts - Contacts are provided by the PM. The PAC will solicit appointees from the contact, or the contact can appoint themselves. Persons with a background/interest in the arts are encouraged but not required.

Note: The PAC does not determine the appointee from a Community Representative/Stakeholder Group for service on a panel. If a Community Representative/Stakeholder Group provides multiple recommendations exceeding the number of designated appointee slots, the recommendations will be ranked in order of preference by the contact. The PAC will solicit participation on the panel in the ranked order, moving on to the next recommendation only when the previous recommendation declines or does not respond (in accordance with the Panel Communication Protocol). The PAC will not implement a review/selection process for Community Representative/Stakeholder Group panel service. Designating an appointee is the responsibility of the Community Member/Stakeholder Group contact. The PAC will only contact Community Representative/Stakeholder groups provided by the County PM.

Panelist Appointee Definitions and Origin of Appointment

- **Community Representative/Stakeholder Groups: 2 Appointees (County PM provides the PAC with Contact, Contact provides Appointee)** – Could include persons residing in the vicinity of the project (Neighborhood Associations, Citizens Advisory Committee, businesses, organizations, or formally organized groups, that operate within the vicinity of the project or are involved with the construction project. Contacts may volunteer to serve on the panel themselves or recommend another person. If there is no response from contacts provided by the County, the PAC will contact the County PM on the project and request guidance.

- **District Appointee/Community Representative: Up to two (2) Appointees (District Supervisor)** - Provided by District Supervisor in whose district the project occurs.
- **Artist: 1 Appointee (PAC responsibility)** - Artists appointed by the PAC are encouraged to be community members that reside in proximity to the construction project, are affiliated with a stakeholder group, or are otherwise vested in the art project.
- **Arts Professional: 1 Appointee (PAC responsibility)** -Arts professional who does not earn a living as an artist but is knowledgeable about the discipline under review. Such persons may include, but not be limited to, art critics, collectors, educators, trustees or others with an aesthetic knowledge about the particular discipline. Arts Professionals appointed by the PAC are encouraged to be community members that reside in proximity to the construction project, are affiliated with a stakeholder group, or are otherwise vested in the art project.
- **Project Manager: 1 Appointee (County)**
- **Design Team Representative: 1 Appointee (County)**

Note: All panelists must reside in Pima County. The PAC is strongly encouraged to have panelists that have cross-qualifications to meet the categories of appointees within the limits of 7 appointee slots. An ideal appointee will qualify in two categories. Below is an example with common cross-qualifications.

- **Arts Professional:** May also be an appointee from the District Supervisor or stakeholder group.
- **Artist:** May also be an appointee from the District Supervisor or stakeholder group.
- **Community Representative-District Appointee,** The District may appoint an Arts Professional or Artist.
- **Community Representative/Stakeholder Group (2 Appointees), County provided Contact, Contact provided Appointee,** may also be an arts professional or artist.

Panelist Contact List*

Once panelists are confirmed, the PAC will provide the PM with the Panelist Contact List which includes, origin of appointment, name, phone number and email.

PANEL MEETINGS

Presiding Over Panel Meetings: Guidance for the PAC

- **Remain Neutral:** Even a seemingly benign comment that a PAC “likes the artwork” of an applicant or design in progress can be problematic if panelists are undecided, haven’t had a chance to speak, or changes their mind in the future about an artist or artwork. Under no circumstances should a PAC be perceived as influencing the process.
- **PAC Bias:** As the PAC works with artists it is inevitable that they may have positive or negative professional experiences and/or personally prefer one artist’s work or professional conduct over

another. It is paramount that these biases remain unknown by the public and do not influence any aspect of the County Public Art process the PAC is charged with managing, either internally or externally.

- **Ensure Panelist Input:** Be sure that every panelist has an opportunity to speak as well as the artist. Call on each panelist if necessary.
- **Constructive Panelist Feedback:** Manage the discussion towards providing the artist with constructive feedback from the panel so that they can develop the design further.
- **Conflict Management:** The PAC is neutral and has the role of maintaining a civil discourse during panel meetings. The PAC will tactfully interject if the discussion gets heated and is responsible for diffusing tensions and moving the discussion towards progress for all involved.
- **Time Management:** Conduct meetings in the allotted time. With 10-15 minutes remaining in the meeting, the PAC should verbally summarize the comments of the panel, confirm what they have stated with the group, and confirm with the artist that what has been stated is sufficient for further design development.
- **Artist Selection/Design Phase Panelist Communication:** All panel deliberations and discussion related to artist selection and the design phase will take place exclusively during the scheduled panel meetings.

Note: Email exchanges or discussions outside panel meetings concerning artist selection or artwork designs between panelists, the PAC, county staff, and/or artists is not permitted.

- **Requests for availability** will be sent to the entire panel via the same email (including the PM) with dates no earlier than two weeks out from the date of the email. Potential dates will be for at least a two-week window with multiple dates and times provided.
- **Confirmation** of a set meeting date will occur within no less than two weeks in advance of the set meeting date.
- **Rescheduling** of panel meetings will follow the above criteria.

Note: It is at the PAC's discretion whether to schedule panel meetings incrementally (requesting availability after each set meeting concludes) or to pre-schedule multiple meetings in advance over several months. If a pre-schedule approach is used, the PAC needs to be aware that they will be adding the availability of three additional people to Meeting 2: Artists Interviews/Presentations (3 Finalists), which may not align with a preset date. If rescheduling for pre-scheduled Design Phase meetings occurs, it results in less time for design development between monthly meetings or a loss of 1 month if the pre-schedule is not altered.

Panel Meeting Hosting Options (selected by PM, depending on panel preference and logistics.)

- **Option 1: Virtual Meeting**
- **Option 2: In-Person- Location suitable for all attendees (Community center, library, County facility)**

Panel Orientation Meeting

The panel orientation meeting occurs before the CTA is advertised publicly when practicable. It is an opportunity to go over the artist selection/artwork design process, the construction project, and receive input from the panel for the CTA DRAFT (specific to artwork theme). The PAC will also cover the online review process via *Submittable*.

Note: There will be no correspondence regarding questions on the Project Construction/CTA scope with individual Panelists by the PAC or the County. All questions on Project Construction/CTA scope will be addressed by the PM to the entire panel.

Orientation Materials: CTA DRAFT/FINAL and Panelist Handbook.

Artist Selection Process

Panel Meeting 1

- Panel meets within 2 weeks of close of CTA (number of applicants/scoring reliant). Meeting should be 2 hours or less depending on number of applicants.
- Notify Finalists.

Panel Meeting 2

- Set Panel Meeting 2 date no sooner than 2 weeks from finalist notification.
- **Professional structure of interview process:** Artists need to present on past work, request input from panel on preparatory interview questions. Provide artists with preparatory interview questions 2 weeks in advance of this meeting. Ensure all preparatory interview questions are addressed by the artist during this meeting.

Concurrence* (PAC Responsibility, PM secures signatures)

- Lists panelists with origin of appointment.
- Lists finalists.
- Lists number of applicants.
- Includes summary of selected artists resume and select images of past work.
- Sign and forward to PM upon completion.
- PM will secure signatures from District Supervisor and County Administrator.

Artwork Design Phase Panel Meetings (No limit to the number of meetings)

- See "Presiding Over Panel Meetings: Guidance for the PAC" section.

Use of Native Imagery in County Public Art

Indigenous culture is an integral part of the fabric of Pima County's past and present. Should indigenous themes and/or imagery be desired in the artwork, Pima County offers three paths to ensure input and approval from local and state tribes.

- **Library Projects:** If native/indigenous themes or images are desired by the panel, the PM will forward the in-progress conceptual designs to a Library Affinity Group composed of representatives from Tribes within Pima County for review.
- **Federally Funded Projects:** If native/indigenous themes or images are desired by the panel, the PM will forward in-progress conceptual designs for consultation with the following groups in compliance with Federal guidelines, National Historic Preservation Act (NHPA) Section 106: Arizona State Historic Preservation Office (SHPO), the Ak-Chin Indian Community, Gila River Indian Community, Hopi Tribe, Pascua Yaqui Tribe, Salt River Pima-Maricopa Indian Community, Tohono O'odham Nation, Tonto Apache Tribe, White Mountain Apache Tribe, and the Yavapai-Apache Nation.
- **All Other Projects:** If native/indigenous themes or images are desired by the panel, the PM will forward the in-progress conceptual designs to the Pima County Cultural Resources & Historic Preservation Division Office for review.

Panel Approval of Conceptual Design *

- PAC provides PM a one-page report documenting the panel's approval of a conceptual design. The report will include the panel meeting/approval date, panel members in attendance, *vote tally*, and images with dimensions of the approved conceptual design.
- Conceptual Designs: Approved by the County

Note: Unless there are concerns specific to the content of the artwork conceptual design from a broader public meeting or safety concerns from the County Risk Manager (RM) that alter the design, the panel's role and obligation is met at this stage. The panel status changes to "Inform Only" in which the PAC will give updates to the panel on the artwork progress and installation date as relevant.

Broader Public Meetings

- Broader Public meetings are the County Department responsibility and occur at their discretion.
- Artists are obligated to attend up to 2 broader public meetings (construction project open house or relevant Pima County public committee meeting). Determination is influenced by open house/public committee meeting schedule for the construction project.
- The PAC will notify the panel and advertise the meeting through appropriate local channels.

Maintenance Protocol (MP)* DRAFT (PM Responsibility)

An MP Draft is required for the Risk Review. It covers all materials and construction of the artwork and may include engineered designs. It is in draft form to allow for any minor changes during fabrication. The MP Final is due upon installation of the artwork.

Note: The County retains sole responsibility for public art maintenance and will issue the MP DRAFT directly to the artist. MPs are a contractual obligation outlined in the Artist CT.

Risk Review (RR)*

- PM coordinates review of the project with Risk Management
- RR signed by Risk Management (RM), designs become "Final". PM provides copy of signed RR to the PAC for their records.
- Artist approved to go to fabrication by PM via "Notice to Proceed".

Fabrication/Installation

- Artist provides progress documentation to PM specific to Artist CT: Exhibit C (PM provides update on fabrication progress to the PAC as soon as possible, the PAC updates panel).
- PM provides the PAC with installation date. The PAC informs panel.
- Artwork installed with plaque. Artist provides high resolution images and MP Final to PM and the PAC.
- PM verifies that they are in receipt of all Critical Documents. Project complete.

1% FOR ART PROJECT TIMELINE

- **Public Art Project Initiation Form (PIF)*, CTA Draft** **1 Month**

Upon receipt of the CTA Draft and signed Public Art Project Initiation Form (PIF)*, the PAC will contact the stakeholder groups and the District Supervisor provided by the County to solicit appointees for service on the panel.
- **Confirm Panel - 7 Panelists** **Within 30 days of PIF**

Panelists meeting criteria outlined in the Pima County Public Art Management: Contractors Manual, provide PM with Panelist Contact List*.
- **Schedule Panel Orientation** **Within 2 Weeks of Panelist Confirmation**
- **Panel Orientation**

The panel orientation meeting occurs before the CTA is advertised publicly when practicable to allow for panel input on artwork theme. The PAC provides CTA DRAFT/FINAL and Panelist Handbook in advance of meeting. At the beginning of the meeting, PM provides overview of the

Construction project and CTA scope. The PAC covers content of Panelist Handbook and scoring of applicants.

- **CTA Post to Web** **2 weeks from Panel Orientation
(Open for 30 days)**

Upon approval of the CTA Draft by the PM, the CTA becomes the CTA Final and the PAC has 1 week to upload to *Submittable* and to post the CTA to the website, open to applicants for 30 days. Ensure that web page has approved CTA content, functionality of links, and that the application button is not obscured due to layout. There must be functionality across platforms.

- **CTA Advertising Protocol (Minimum Req.)**

Post CTA to Arizona Commission on the Arts (Free-when CTA is posted to web), a minimum of 2 social media posts: the first within 1 week of the CTA posting, the second 1-week prior CTA closing. For projects over \$50K follow the previous criteria and post to the Americans for the Arts Public Art list serve

- **CTA Open for Applications** **30 Days**

Schedule Panel Meeting 1 while the CTA is open for applications.

- **CTA Closed** **1 Week**

1 week for the PAC to review applications, ensure access of material and conduct any language translation of content. Provide PM and PAPM access to applicants for review and notice to proceed.

- **Panel Meeting 1 - Review of all Applicants** **1 Month**

Panel meets within 2 weeks of close of CTA (number of applicants/scoring reliant). Meeting should be 2 hours or less depending on number of applicants.

- **Panel Meeting 2 - Artist Interviews and Presentations** **1 Month**

PAC notifies Finalists. Set Panel Meeting 2 date no sooner than 2 weeks from finalist notification. Professional structure of interview process: Artists need to present on past work, request input from panel on preparatory interview questions. Provide artists with preparatory interview questions. Ensure all preparatory interview questions are addressed by the artist during this meeting.

- **Concurrence*** **1 Month**

PAC Responsibility, PM secures signatures.

- **Artist Under Contract with County (County)** **1 Month**

PAC MILESTONE 1: INVOICE COUNTY 50% OF COMMISSION (5-6 MONTHS)

- **Artwork Design Phase Panel Meetings** **6-9 Months**

Panel meets monthly. There is no limit to number of panel meetings, conceptual designs approved by panel. The PAC provides PM a one-page report documenting the approval of a conceptual design by the panel (Critical Document).

- **Conceptual Designs: Approved by County** **2 Weeks**

- **Broader Public Meetings** **TBD**

Artists are obligated to attend up to 2 broader public meetings (open house/NA meeting) (see Artist CT). Determination is influenced by public meeting/open house schedule for the construction project, county department responsibility and discretion.

- **Risk Review (RR)* (County)** **1 Month**

Once the approval of conceptual designs by RM is received, designs become “Final”. Artist is then approved to go to fabrication by the County.

PAC MILESTONE 2: INVOICE COUNTY 40% OF COMMISSION (6-9 MONTHS)

- **Fabrication- Installation (County)** **6-9 Months**

The PM provides fabrication and install updates to PAC to relay to panel. Artwork Installed, High Resolution Images, Maintenance Protocol, Plaque Maintenance Protocol, Plaque. (Artist CT: Exhibit C) PM verifies that they are in receipt of all Critical Documents. Project complete.

PAC MILESTONE 3: INVOICE COUNTY REMAINING 10% OF COMMISSION (6-9 MONTHS)

END OF EXHIBIT A

**EXHIBIT B (1 page)
Compensation and Payment**

1. Payment Schedule - County will pay Contractor on a per project basis as follows:

1.1 Contractor will be paid a percentage per project milestone as described in the Contractor Guidelines (Exhibit A), not to exceed the flat per project rate (*Admin. Procedure 3-16, pg.15, IX., E.*) The County will reimburse the Public Art Coordinator for administrative costs on a per project flat fee through a deliverables-based agreement. The County will approve agreements for services for allowable administrative costs before the Public Art Coordinator incurs such costs.

1.2 Timing of Invoices: Per project milestones as described in Exhibit A (1% for Art Project Timeline). Payment term is 30 days after approved invoice. Contractor will use the Invoice Format Template below.

2. Invoice Template

PA#.	COMMISSION	MILESTONE PAID TO DATE	MILESTONE BILLED THIS INVOICE
C123	\$0	NONE	Milestone 1 (50%): \$0
C345	\$0	Milestone 1 (50%): \$0	Milestone 2 (40%): \$0
C678	\$0	Milestone 1 (50%): \$0 Milestone 2 (40%): \$0	Milestone 3 (10%): \$0
			TOTAL
			\$0

END OF EXHIBIT B

EXHIBIT C



art inspires. culture unites.

Southern Arizona Arts and Cultural Alliance
Per Project Rate/Fee for Public Art Coordinator Services for
PIMA COUNTY PUBLIC ART PROGRAM

PHASE 1: Artist Selection Process (4 Months)

CTA draft/advertising, 3 art panel meetings.

Executive Director	16 hours @ \$40	\$640
Director of Programs	16 hours @ \$32	\$512
Public Art Coordinator	40 hours @ \$28	\$1,120
Clerical & Accounting Manager	12 hours @ \$30	\$360
Subtotal		\$2,632

PHASE 2: Artwork Design-Risk Management Review (Est. 9 Months)

Estimated nine (9) monthly art panel meetings. No limit to the number of panel meetings.

Executive Director	16 hours @ \$40	\$640
Director of Programs	16 hours @ \$32	\$512
Public Art Coordinator	60 hours @ \$28	\$1,680
Clerical & Accounting Manager	20 hours @ \$30	\$600
Subtotal		\$3,432

PHASE 3: Artwork Fabrication-Completion (Est. 9 Months)

Panel status is "Inform Only". No meetings required.

Executive Director	2 hours @ \$40	\$80
Director of Programs	2 hours @ \$32	\$64
Public Art Coordinator	15 hours @ \$28	\$420
Clerical & Accounting Manager	6 hours @ \$30	\$180

Subtotal		\$744
Administrative Per Project Fee		\$500
Total Per Project Fee		\$7,308

END OF EXHIBIT C