



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, November 19, 2019 @ 4:30 PM
Community Room

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Current Events and Reports
- E. Staff Reports
- F. Arts and Cultural Advisory Commission Agenda

CALL TO THE PUBLIC:

INSTRUCTIONS: In order to address the Board\Commission, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the Secretary before the meeting begins.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address the Board\Commission only on issues within the jurisdiction of the Board\Commission which are not an item on the agenda. At the conclusion of the open call, the Board\Commission may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

CONSENT AGENDA:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- 1. Internal Discussion and action pertaining to contracting a curator for services related to the History Wall display. Danielle Osborne
City Manager
Office
- G. Other Business and Future Agenda Items
- H. Executive Session

For information purposes: Upon a public majority vote of a quorum ("Commission"), the Commission may hold an executive session, which will not be open to the public, but for only the following purposes: discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03(A)(2));

or discussion or consultation for legal advice with the attorney or attorneys of the public body (A.R.S. §38-431.03(A)(3)).

Confidentiality Requirements: Pursuant to A.R.S. §38-431.03(C)(D), any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney or by agreement of the Commission, or as otherwise ordered by a court of competent jurisdiction.

The Commission may vote to hold an executive session for the purpose of obtaining legal advice from the Commission's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

- I. Adjournment

POSTED:Friday, November 15, 2019 @ 1:20 p.m.

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: November 19, 2019
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Danielle Osborne, MGMT
ANALYST
District: Internal

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
-------------	--------------	--------------------	-----------------------

Agenda Wording:

Discussion and action pertaining to contracting a curator for services related to the History Wall display.

Motion:

I move to approve the procurement of services with Argo Fine Arts Services at a cost not to exceed \$1,500.00.

Background:

The City Hall Art display Plan was approved by City Council on May 16, 2017, including the implementation of seven new art projects. As implementation of the projects progressed, the Commission expressed a desire to continue enhancements to the Mayor's Atrium. Staff have begun gathering photos and necessary materials for the project, but in order to ensure the best quality and outcome of the finished product, staff have deemed it necessary to procure services from a professional exhibit curator. Argo Fine Arts Services has provided a proposal and estimate which meets the needs of the exhibit. This item has been placed on the agenda to take action on the procurement of services from Argo Fine Arts Services.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Action on this item is directly linked to the creation and implementation of public art within the community. City staff do not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(1) of the Surprise Municipal Code directs the Commission to develop and present to city council an art master plan that will identify suitable art projects for city buildings or property, including location, and size. The purpose of this item is to discuss a project identified for the interior of City Hall which will bring historical and cultural benefit and awareness to the City.

Financial Impact:

If approved, expenditures for services with Argo Fine Arts Services will not exceed \$1,500.00.

Budget Impact:

Currently, there is \$8,500.00 budgeted towards Professional Outside Services.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. 19.11.13 SA Argo LLC
-

**SERVICES AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
ARGO LLC**

THIS SERVICES AGREEMENT (this "Agreement") is made between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and ARGO LLC (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor will provide services as set forth in the Exhibit A proposal or work order ("Services"), attached and incorporated by reference. Any terms or conditions contained in another document are void where they conflict with this Agreement.
2. Compensation. City will pay Contractor a maximum Agreement price of one-thousand, one-hundred forty and 00/100 dollars (\$1,140.00) for the Services. This Agreement may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor.
3. Term of Agreement. This Agreement is effective as of the date the last person executed this Agreement and will remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.
5. Insurance.
 - a. *General.*
 - i. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
 - ii. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the

required insurance at all times during the performance of this Agreement.

b. *Insurance Requirements.*

- i. Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.
- ii. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, its agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance.
- iii. All policies required by this Agreement shall contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.
- iv. All certificates of insurance for the policies required by this Agreement shall reference this Agreement in its description, e.g. by Agreement/contract number or some other means.

c. *Minimum Scope and Limits of Insurance.* Contractor must provide coverage with limits of liability not less than those stated in this Agreement below.

i. Commercial General Liability – Occurrence Form

The policy must include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

The policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

ii. Business Automobile Liability

The policy must include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor involving automobiles owned, leased, hired, or borrowed by Contractor.

The Policy must contain a waiver of subrogation against the City and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

iii. Worker's Compensation and Employers' Liability

The policy must include workers' compensation statutory employers' liability coverage.

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

The Policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

- d. *Contractor's Coverage is Primary.* Contractor's insurance coverage will be primary insurance and non-contributory with respect to all other available sources. Coverage provided by Contractor may not be limited to the liability assumed under the indemnification provisions of this Agreement.
- e. *Notice of Cancellation.* Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced. Contractor must provide the City with prompt notice if the insurance is suspended, voided, cancelled, or reduced. Such notice must be sent directly to the City's procurement division and risk management division.
- f. *Acceptability of Insurers.* Insurance must be obtained from duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum-insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- g. *Verification of Coverage.* Contractor will furnish the City with an endorsement and a declarations page for each policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied. The "City of Surprise" shall be listed as the Certificate Holder and additional

insured on each certificate of insurance for each policy required by this Agreement.

All certificates and endorsements are to be received and approved by the City's procurement division before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement must be sent directly to the City's procurement division and risk management division. The City project/contract number, if applicable, and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

- h. *Subcontractors.* Contractor's certificate(s) must include all subcontractors as insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to the minimum requirements identified above.

All subcontractors are subject to the same terms and conditions and minimum insurance requirements identified in this Agreement. Contractor shall ensure for any subcontractor policy required under this Agreement and for any policy required by a contract between Contractor and each subcontractor, the subcontractors' certificates of insurance shall list the "City of Surprise" as the Certificate Holder and as an additional insured, and shall identify in each certificate of insurance's description: (i) this Agreement by Agreement Number, and (ii) any subcontract between the subcontractor and Contractor related to that subcontractor's work under this Agreement.

- i. *Approval.* Any modification or variation from the insurance requirements in this Agreement will be made by the City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

- 6. Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, claims costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

- 7. Applicable Law; Venue. This Agreement will be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in Arizona.

8. Termination; Cancellation. This Agreement is for City's convenience and may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination, Contractor will be paid for all undisputed services performed prior to the termination date.
9. Conflict of Interest. This Agreement is subject to Ariz. Rev. Stat. § 38-511.
10. Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
11. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.
12. Licenses. Contractor must maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement, including City of Surprise business license.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date the last party signs it.

For the "City"

CITY OF SURPRISE

By: _____

Title: Department Director

Date: _____

For the "Contractor"

ARGO LLC

By: _____

Title: _____

Date: _____

EXHIBIT A - Services



nj_argo@yahoo.com
Neil Borowicz 602.619.0744

Date: November 8, 2019

**Danielle Osborne
Management Analyst
City Manager's Office
City of Surprise**

Ms. Osborne,

I would like to offer the services of Argo Fine Art to the City of Surprise for installation assistance on the historical graphic presentation to be made at City Hall. Argo Fine Art is a museum services company that serves museums, galleries, and artist throughout Arizona. Our experience and expertise would be a perfect fit for this project. Please let us know if we can provide any additional information.

Thank you.

A handwritten signature in black ink, appearing to read "Neil Borowicz".

**Neil Borowicz
Argo Fine Art**

**argo
PO Box #24701
Tempe, AZ 85285**



nj_argo@yahoo.com
Neil Borowicz

Estimate

Date: November 8, 2019

**Danielle Osborne
Management Analyst
City Manager's Office
City of Surprise**

Description: Consult on, prepare, and install historical graphic presentation at Surprise City Hall.

**4 hours consultation: \$240
16 hours of prep and installation: \$800
Materials: \$100**

Total: \$1,140

Please contact us with any questions.
Thank you.

argo
PO Box #24701
Tempe, AZ 85285



nj_argo@yahoo.com
Neil Borowicz

Education:

B.F.A. Hartford Art School, University of Hartford, 1987
M.F.A. Arizona State University, 1991

Work Experience:

Argo Fine Art, Tempe

Proprietor, 2007-Present

Full range of gallery and museum services. Clients include:

Museum of Northern Arizona: Mount making.

Scottsdale Public Art: Sculpture maintenance and art installation.

Musical Instrument Museum: Mount making and installation.

Bellagio Gallery of Fine Art, Las Vegas: Fabricated casework for "Faberge: Revealed" exhibit.

Phoenix Office of Arts and Culture: Art installation and sculpture maintenance.

Scottsdale Museum of Contemporary Art, Scottsdale

Exhibit Designer, 2001-2007

Exhibit design, fabrication, and installation. Supervision of full and part-time preparators. Forklift certified.

Heard Museum, Phoenix

Preparator, 1996-2001

Fabrication and installation of exhibits and exhibit-related materials.

References:

Wendy Raisenen
Collections Manager
Scottsdale Public Art

Edward Lebow
Public Art Program Director
Office of Arts and Culture
City of Phoenix

argo
PO Box #24701
Tempe, AZ 85285