

**Agenda No. 407**

**ORDINANCE NO.**

\*Amend contract with the Regional Arts & Culture Council to extend the term to December 31, 2021 and increase the contract by \$165,000 (Ordinance; amend Contract No. 30007404)

The City of Portland ordains:

**Introduced by**

Mayor Ted Wheeler

Section 1. The Council finds:

**Bureau**

Management and Finance

1. The City, under Ordinance 190043, authorized a one-year agreement with The Regional Arts & Culture Council (RACC) to administer arts programs on behalf of the City. RACC has been the City's primary arts agent since 1995.
2. The City, in its Spring 2021 supplemental budget, approved \$100,000 in funding to support a Community Healing through Art initiative, an arts-focused, community-informed collective grieving and healing project led by the City's Creative Laureate, Subashini Ganesan.
3. Several city bureaus, including the City Arts Program, the Emergency Coordination Center, and the Office of Civic Life are providing a total of \$50,000 in additional financial support for the Community Healing through Art initiative.
4. RACC has agreed to serve as fiscal sponsor for the Community Healing through Art initiative.
5. Under Portland City Code chapter 5.74, RACC has been delegated authority on behalf of the City for the acquisition, fabrication, installation, de-accessioning, management and registration of public art.

**Prepared by**

Jeff Hawthorne

**Date Prepared**

May 17, 2021

**Requested Council Date**

June 2, 2021

**Requested Agenda Type**

Consent

**Date Filed with Clerk**

May 25, 2021

6. The City Arts Program is collaborating with RACC to update an artwork installation in the Portland Building to make it more compliant with Covid-19 safety protocols; and to document and store many of the temporary murals that were painted by local artists during the social justice protests of 2020. The total cost for these two projects is \$15,000.
7. The City's agreement with RACC requires an ordinance of the City Council to increase the amount of compensation payable to RACC for the services described above.

NOW, THEREFORE, the Council directs:

- A. The Mayor or the Chief Administrative Officer is hereby authorized to execute an amended agreement with RACC substantially in accordance with Amendment No. 1 attached to this Ordinance as Exhibit A.

Section 2. The Council declares an emergency exists because delay in the contract amendment would impact the timeline of the Community Healing through Arts initiative, and the funds appropriated by City Council and City Bureaus must be transferred to RACC by the end of the fiscal year on June 30, 2021. Therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by Council:

**MARY HULL CABALLERO**

Auditor of the City of Portland

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -



## EXHIBIT A

**AMENDMENT No. ONE (1)**  
**to**  
**CONTRACT NO. 3 0 0 0 7 4 0 4**  
**FOR**  
**ART SERVICES**

This Amendment No. One (1) amends Contract No. 30007404 dated the 27<sup>th</sup> day of July, 2020, by and between Regional Arts & Culture Council (RACC) ("Grantee") a Non-Profit Organization of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a "Party" or collectively as the "Parties."

The Effective Date of this Amendment is April 1, 2021. The purpose of this Amendment is to **extend the term and add funds.**

The Parties agree to Amend the Contract as follows:

1. The Contract not-to-exceed amount of \$3,771,363.00, **is increased by \$165,000 to a new total not-to-exceed amount of \$3,936,363.00.**
2. **The Contract Term is extended from June 30, 2021 to December 31, 2021**, unless terminated sooner under the provisions of the Contract.
3. The following Scope of Services shall be added to this Contract. **New language is in BOLD** and deleted language is in ~~strike~~through:

### **Community Healing through Art**

- A. **RACC shall receive \$150,000 from various City Bureaus for the "Community Healing through Art" project, an arts-focused, community-informed collective grieving and healing initiative. Funding includes:**
  1. **\$100,000 committed to OMF in the Spring 2021 supplemental budget.**
  2. **\$20,000 committed by the City Arts Program's FY20-21 budget.**
  3. **\$20,000 committed by the Office of Community & Civic Life's FY20-21 budget.**
  4. **\$10,000 committed by the Emergency Coordination Center's FY20-21 budget.**
- B. **RACC shall serve as fiscal agent for the "Community Healing through Art" project, issuing payments for this project as directed by the City, including but not limited to:**
  1. **Retainer agreement payments to the City's Creative Laureate for project management and curation, as directed by the City Arts Program Manager.**

2. **Grant payments to artists and community organizations for “Community Healing through Art” projects and events as recommended by the City’s Creative Laureate and a community grants panel, and approved by the City Arts Program Manager.**
  3. **Grant payments to artists and community organizations for “Community Safety and Healing through Art” projects and events as recommended by the City’s Creative Laureate, the Office of Community & Civic Life, and a community grants panel, and approved by the City Arts Program Manager.**
  4. **Supplies and equipment as directed by the City’s Creative Laureate and approved by the City Arts Program Manager**
  5. **RACC may use 5% of these funds (\$7,500) to cover its administrative and accounting costs.**
- C. RACC may also receive private sector donations to support this initiative, including foundation grants resulting from the City’s fundraising efforts. RACC may use up to 5% of any grants and donations received for this program to cover its administrative costs.**
- D. RACC shall provide financial reports detailing all transactions related to this program by August 1, 2021 (for activity through June 30, 2021) and a final report by November 30, 2021 (for activity through October 31, 2021).**

**Covid-19 adjustment to Portland Building installation:**

- E. RACC shall receive \$12,000 from the City Arts Program FY20-21 budget to create a remote user interface that allows visitors to interact with the Portland Data Crystal with their smartphones.**

**BLM Mural documentation and preservation:**

- F. RACC shall receive \$3,000 from the City Arts Program FY20-21 budget to support the documentation and storage of temporary murals painted by local artists during the social justice protests of 2020.**

4. PAYMENT PROCEDURE (Section D) shall be modified. **New language is in BOLD** and deleted language is in ~~strikethrough~~:

- A. RACC may invoice the City Arts Program for the increased funds of this contract amendment (\$165,000) between June 2, 2021 and June 15, 2021. The city’s payment is contingent upon RACC providing the following reports as part of the invoice:**

1. **Financial statements for FY20-21, through March 2021, separated by fund type (general fund, AEF, PDX CARES, and other)**
2. **A complete list of all FY20-21 grants awarded through March 2021 with amounts separated by funding type (general fund, AEF, PDX CARES, and other)**
3. **RACC's org chart**

**B. A new fiscal year will begin on July 1, and the Base Amount (\$3,771,363) will be once again payable to RACC. This amendment established new payment procedures and reporting requirements:**

1. There will be ~~three~~ **four** payments of the Funding Base to RACC.
2. On July 1, the City shall pay to RACC ~~56%~~ **40%** of the funding base. **This payment shall require RACC to provide a year-end budget forecast for the previous fiscal year, and a board-approved budget for the new fiscal year.**
3. On ~~December 1, or the beginning of Accounting Period #5 of the fiscal year,~~ **November 15**, the City shall pay ~~37%~~ **20%** of the funding base. **This payment shall require RACC to provide board-approved financial statements for the first quarter of the fiscal year (July through September), and a final report on the prior year performance measures.**
4. **Additional payments of the funding base shall be detailed in a new contract.**

5. OTHER PROVISIONS **New language is in BOLD** and deleted language is in ~~strikethrough~~:

**A. This Amendment shall extend the term of the Contract from June 30, 2021 to December 31, 2021. All work in this Amendment shall be completed by that date.**

**B. Delete "Intergovernmental Agreement" from the title of this Contract.**

All other terms and conditions of the Contract remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

**(GRANTEE)**

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Authorized Signature

Date

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Printed Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Prepared By: Cynthia Phillips

Sent to: **via email at [email@address.com](mailto:email@address.com)**

**Contract Number:** 30007404

**Amendment Number:** ONE (1)

**Contract Title:** ART SERVICES

**CITY OF PORTLAND SIGNATURES**

By:           N/A           Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By:           N/A           Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney

## IMPACT STATEMENT

**Legislation title:** \*Amend contract with the Regional Arts & Culture Council to extend the term to December 31, 2021 and increase the contract by \$165,000 (Ordinance; amend Contract No. 30007404)

**Contact name:** Jeff Hawthorne, City Arts Program Manager

**Contact phone:** 503-823-865-6685

**Presenter name:** N/A - Consent

### **Purpose of proposed legislation and background information:**

- This is the first amendment to the RACC contract, adding funds and extending the term for projects recently funded by City Council and City Bureaus. We are adding the following funds and scope:
  - \$150,000 for the “Community Healing through Art” initiative
  - \$12,000 to update the “Portland Data Crystal” installation in the Portland building
  - \$3,000 to support the documentation and storage of BLM murals
- These projects will be completed by December 31, 2021.
- A new three-year contract with RACC is also in development.

### **Financial and budgetary impacts:**

- There are no long-term financial impacts. All funds being added to the RACC contract (\$165,000) are for discreet, one-time projects that have already been budgeted in FY21. Funding sources include:
  - \$100,000 from the FY21 Spring Supplemental Budget
  - \$35,000 from the City Arts Program
  - \$20,000 from the Office of Civic Life
  - \$10,000 from the Emergency Coordination Center
- The legislation does not change any current or future revenues, nor does it change any current or future staffing levels.

### **Community impacts and community involvement:**

- The Community Healing through Art initiative aims to provide opportunities for Portlanders to grieve, mourn, connect and begin to heal from all of the traumatic events of the past year. This project will utilize inclusive community engagement strategies and tap artists working in and trusted by culturally specific communities throughout Portland to connect with Portland's broad and diverse constituency, with a special focus on BIPOC communities and others who have been hardest hit.
- Events will be designed to spread out across Portland's broad geography and occur throughout Portland diverse neighborhoods.
- The Oregon Community Foundation has provided a \$25,000 grant to support the Community Healing through Art initiative, and we expect to attract additional support from businesses, foundations and individuals.



- The need for these kinds of events were also identified by the Events Action Table and other conversations with the community about what it will take to “re-open” Portland.
- The City Arts Program worked with the Mayor’s Office, Commissioner Rubio’s Office, the Creative Laureate and other City Bureaus to design and implement the Community Healing through Art Initiative. RACC agreed to be the fiscal sponsor, providing expertise in issuing grants and other payments to artists, arts organizations, and other vendors participating in this project.
- In addition, the project to update Refik Anadol’s artwork in the Portland Building, Portland Data Crystal, makes it safer for visitors to interact with the sculpture by using their cellphones to access what had been a common area touch screen designed for this purpose.
- The City also supports RACC’s efforts to collaborate with the Black Arts Initiative to document, preserve and store the temporary murals that were painted last summer in support of the Black Lives Matter movement until a permanent home for them can be found.

**100% Renewable Goal:**

N/A

**Budgetary Impact Worksheet**

**Does this action change appropriations?**

- YES:** Please complete the information below.  
 **NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount