

Grant No. PBOT_DESTINATIONREADY2019-21
\$47,600.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of March 30, 2021 (the “**Effective Date**”), is entered into by and between Portland Bureau of Transportation (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

RECITALS

A. Grantor administers a Destination Ready Program (the “**Program**”) under which Grantor provides direct investment and technical assistance for the development, enhancement, and stewardship of key visitor experiences that are COVID-19 appropriate, will aid in economic recovery, enhance local livability, and provide access to a diversity of explorers. Upon successful completion of the Program, Grantor may award funds to a Project which is a direct outcome of the Program.

B. In response to Grantor’s Request for Program Grant Applications, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto, and incorporated herein by this reference (the “**Project**”).

C. Grantor selected the Project for grant funding.

D. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1 GRANT GENERALLY

Section 1.1 **Project Cost; Grant Funds.** The total estimated Project cost is \$47,600.00. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$47,600.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

Section 1.2 **Use of Grant Funds; Eligible Costs.**

1.2.1 **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the

line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project; and
 - (B) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- (b) Eligible Costs do NOT include:
 - (A) payments made to related parties as described in Section 6.13;
 - (B) loans or grants to be made to third parties;
 - (C) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
 - (D) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 Disbursement of Grant Proceeds. The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 Initial Disbursement. Subject to Section 1.3.4, Grantor will disburse Grant Funds totaling not more than 90% of Grant Funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 Subsequent Disbursements. Subject to Section 1.3.4, Grantor shall disburse additional Grant Funds totaling not more than the balance of remaining Grant Funds awarded to Recipient for eligible costs. The balance of Grant Funds is the amount identified in Section 1.1 less any Initial Disbursement described in section 1.3.1 above and less any prior Subsequent Disbursements of Grant Funds. Subsequent Disbursements of Grant Funds will be made within 30 days after Grantor’s receipt and approval of a disbursement request, in the form and substance described in section 1.3.1 above. Each disbursement request must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The first such disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1. Recipient may submit disbursement requests under this Section 1.3.2 no more frequently than monthly. Grantor will disburse the final 10% of Grant Funds only after the Project is completed to Grantor’s sole satisfaction.

1.3.3 Continuing Accuracy of Representations and Warranties. Recipient’s submission of a disbursement request constitutes Recipient’s affirmation that all of Recipient’s representations and

warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.3.4 Conditions to Disbursement. Each disbursement of Grant proceeds is subject to the following conditions:

(a) No Event of Default shall have occurred and be continuing, and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;

(b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and

(c) Grantor has received sufficient funding, appropriations, and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and

(d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;

(e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and

(f) Grantor has received the disbursement request no later than 90 days after the earlier of completion of the Project or the Project Completion Deadline.

ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 Existence and Power; Authority. Recipient is an eligible entity, defined as an Oregon-based not-for-profit, local government, port district or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the "**Grant Documents**") and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid, and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing, and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient's knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state, and local laws, rules, regulations, ordinances, and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 **Completion of Project.** Recipient shall complete the Project no later than November 30, 2021 (the "**Project Completion Deadline**") and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient's possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 **Maintenance of Business and Licenses.** Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 **Compliance with Laws and Use Restrictions.** Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 **Other Obligations.** Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 **Grantor Recognition.** Grant recipient shall visibly display on all finished grant projects (publications, websites, and other significantly visible project activities) Grantor's logo along with the following acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Grantor will work with Recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 **Indemnity.** Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 **Records and Inspection.** Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits and Financial Reviews.** Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Workers' Compensation Insurance.** Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide

workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 **Recycled Products.** To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

Section 3.10 **Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the “Other Financing”).

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 **Failure to Pay Debts When Due.**

4.1.1 **Generally.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

4.1.2 **Involuntary Proceedings.** A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge, or comply with any other covenant, agreement or obligation imposed on Recipient by this

Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient: Name: Portland Bureau of Transportation
 Attn: Gena Gastaldi, Transportation Planner
 Address: 1120 SW 5th Ave.
 Portland, OR 97204
 Telephone: (503) 317-6495
 Email: gena.gastaldi@portlandoregon.gov

If to Grantor: Oregon Tourism Commission
 Attn: Destination Development Department
 Address: 319 SW Washington Street, Suite 700
 Portland, OR 97204
 Telephone: (971) 717-6205
 Email: development@traveloregon.com

Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Subgrants.** Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the sub-granted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

6.6.1 **Federal Forum.** Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 **Amendments; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 **Conflicts of Interest.** While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, "**sub-agreements**") for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any sub-

agreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the sub-agreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law, or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

RECIPIENT:

STATE OF OREGON acting by and through the **OREGON TOURISM COMMISSION**

PORTLAND BUREAU OF TRANSPORTATION

By:  _____

By:  _____

Name: Jeff Hampton

Name: Gena Gastaldi

Title: VP, Operations

Title: Transportation Planner

City of Portland, City Attorney

City of Portland, Bureau of Transportation, elected official

EXHIBIT A**SCOPE OF PROJECT**

Recipient shall complete the following work as part of the Project:

Describe the project for which funding is requested (details should include the primary goals and objectives of your project).

This grant would fund the development and implementation of a temporary wayfinding and placemaking campaign specifically for twenty (20) of PBOT's Healthy Business Plazas in the Central City and other high tourism neighborhoods (Clinton, Mississippi, Buckman, Alberta, etc). Clear, consistently branded signage and sidewalk decals will be used to inform visitors and residents of nearby outdoor dining plazas. Healthy Business Plazas are part of PBOT's Healthy Business program, created in response to the Covid-19 pandemic. As visitors make their way back to Portland, it will be important to provide clear and consistent visuals that alert people to the location of these plazas. While the Healthy Business Plazas will be installed regardless of this grant, this funding opportunity would provide financial support for PBOT to help the Central City and other high tourism areas recover from the pandemic, while supporting local businesses and our tourism economy.

The wayfinding component consists of two pieces; signage and sidewalk decals. The signage would be positioned at the entrance to outdoor dining plazas and would provide an overview of the plaza, health guidelines (masks, social distancing, etc), which restaurants are participating, and interactive QR codes with links to menus. The sidewalk decals will be placed on nearby streets and intersections, giving a visual alert that something interesting is nearby, effectively "nudging" visitors to nearby outdoor dining opportunities. The placemaking component consists of street painting at the outdoor dining plazas, which provides an additional visual that enhances visitor experience and creates a sense of place at each plaza.

The Healthy Business permit program is staffed with PBOT staff members and was created as a response to the Covid-19 pandemic. While PBOT has staff time available to process the Healthy Business permits, there isn't budget for this additional wayfinding work or the staff time associated with it.

We have coordinated with partners to provide support for this work, including Travel Portland, Downtown Clean and Safe, and Friends of the Green Loop.

We don't anticipate needing additional support from Travel Oregon or the consultant team, as the work can be done with using PBOT staff.

Describe the need for your project.

People visit Portland for a variety of reasons, but our world renowned food scene is one of the top attractions for visitors. While the Central City is a major tourism destination in the Portland region, with shopping, cultural, and entertainment destinations all in close proximity, our close in neighborhoods also offer interesting dining options. In 2019, the Portland region welcomed 8.8 million overnight person-trips and generated \$5.6 billion in direct spending (Travel Portland). One reason why Portland is so popular with visitors is our unique food scene, with hundreds of food carts, restaurants, and high end dining options scattered throughout the city.

However, due to the COVID-19 pandemic, both the tourism and restaurant industries have been heavily impacted in 2020 and beyond.

There is an urgent need to bring tourism and visitors back to our well known restaurants and eateries, both in the Central City and our eastside neighborhoods.

How does the proposed project(s) advance your destination in welcoming visitors and locals with diverse ethnic, racial and cultural backgrounds and varied abilities?

All Healthy Business permit and program materials are provided in English, Chinese, Russian, Spanish, and Vietnamese. Any materials provided through this grant will be provided in the same five languages, including the signage placed at the plazas. The signs will include QR codes, which will direct people to websites which allows for screen readers to be utilized.

The wayfinding sidewalk stickers will use icons and graphics to convey the message, rather than a lot of text.

This program also supports our City's Black, Indigenous, and People of Color (BIPOC) owned businesses, with 20% of the Healthy Business permits in 2020 being issued to BIPOC-owned businesses. While we don't have summer 2021 permits available yet, we anticipate a similar level of interest from businesses.

PBOT provides additional support to BIPOC-owned businesses, including free traffic control devices to businesses who need them. Staff reaches out directly to coordinate item requests and schedule delivery.

What is your long-term plan for your project?

To coincide with the opening of summer Healthy Business Plazas, the wayfinding and street painting components will be planned over the next couple of months and installed simultaneously with the plaza infrastructure. Our experience working on the 2020 plazas gives PBOT staff a great background in this type of implementation. The wayfinding will remain in place as long of the Summer Healthy Business Plazas are active, likely October 31st, 2021.

The wayfinding and placemaking campaign will increase the visibility of the plazas so that visitors and locals realize that an outdoor dining opportunity is nearby. One lesson learned through implementation of these plazas last summer is that, unless you know right where they are, you might not see them. For example, standing on the corner of E Burnside and 28th Ave, you might not realize that a large outdoor dining plaza is one block away on Ankeny. Wayfinding stickers will alert people to the locations of these plazas and signage will welcome people to the space. Color street paintings will contribute to a joyful user experience and will build upon many successful street paintings and lessons learned from the Healthy Business Plazas in 2020, such as Rainbow Road on SE Ankeny.

We don't anticipate any issues with the timeline that would inhibit this project.

EXHIBIT B
Sources and Uses of Grant Funding Budget

Portland Bureau of Transportation Healthy Business Plaza Wayfinding Campaign			
INCOME			
		BUDGET	
		Cash	In-Kind
<i>Destination Ready Request (place in "Cash" column)</i>		\$47,600.00	
OTHER INCOME*			
SUB TOTAL INCOME		\$47,600.00	\$0.00
TOTAL INCOME		\$47,600.00	
EXPENSES			
LINE ITEM		BUDGET	
		Cash	In-Kind
1	Paint (outdoor quality, slip resistant added) \$36 each x 200 (10 gallons per plaza)	\$7,200.00	
2	Painting supply kits \$60 each x 20 (1 kit per plaza; 2 rollers, 2 trays, 1 roll painters tape)	\$1,200.00	
3	Weather proof poster \$40 each x 80 (4 per plaza)	\$3,200.00	
4	High Quality A-frame \$100 each x 40 (4 per plaza)	\$8,000.00	
5	Sidewalk decals (printing only) \$25 each x 200 decals (10 per plaza)	\$5,000.00	
6	Outdoor banners (vinyl, 6'x12') \$250 each x 20 banners (1 per plaza)	\$5,000.00	
7	Staff time Design, coordination, placement of materials (\$150/hr @ 120 hours)	\$18,000.00	
SUB TOTAL EXPENSES		\$47,600.00	\$0.00
TOTAL EXPENSES		\$47,600.00	
* Indicate "secured" or "anticipated" beside each other income source			

EXHIBIT C
Award Evaluation and Reporting Requirements

Destination Ready award recipients are required to work with Travel Oregon's Destination Ready program evaluation firm, to share evaluation information upon project completion. Evaluation and reporting requirements are due by December 1, 2021 and include:

1. Complete a mid-point status update questionnaire that will be sent by Travel Oregon.
 - a. Report must contain proof of usage of funds, a written account of how grant funds were used and the impact of the grant dollars
2. Complete a program evaluation survey.
3. Attend a program wrap-up/evaluation meeting.
4. Complete a final project report (no more than two pages) that includes:
 - a. A summary of project activities.
 - b. The final status of project.
 - c. Photos of the project in-progress and complete.
 - d. For projects completed on U.S. Forest Service land: a time tracker recording all volunteer hours associated with the Destination Ready project on USFS land.
5. Compile a list of all press related to the Destination Ready project (both industry and consumer-facing media).