



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 27th 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 ~~strike through~~:

- 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, AEA, 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, AEA, 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)

Authorized Signature

Date

Printed Name and Title

Address: _____

Phone: _____

Email: _____

Prepared By: Cynthia Phillips

Sent to: **via email at** 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