# Regional Arts & Culture Council Collections Management Policy Appendix

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AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City), a municipal corporation, and Regional Arts and Culture Council (RACC), a non-profit corporation.

RECITALS:

1. Whereas the history of the relationship between the City and RACC and its predecessor is recited in the Historical Recitals appended to this Agreement;

2. Whereas RACC is funded by the City, Metro, and Multnomah, Washington and Clackamas Counties;

3. Whereas this agreement is intended to specify the services to be performed by RACC on behalf of the City

AGREEMENT:

A. SCOPE OF RACC SERVICES: RACC shall provide to the City the services set out below:

1. Oversee and review all public art matters for the City of Portland, including but not limited to the following:
   a. Continue to utilize the Percent for Art Guidelines and administrative rules, adopted by RACC as they may be amended by RACC from time to time, to guide the process for selecting, purchasing, commissioning, placing, accessioning, deaccessioning, and maintaining the art purchased through the Percent for Art Program or through donations as guided by RACC’s donation policy;
   b. Continue to work with all City bureaus to explore public art opportunities beyond the Percent for Art ordinance, guided by Resolution No. 36308, adopted by the City Council on April 7, 2005;
   c. Continue programming, managing and maintaining the exhibits on display at the Public Art Gallery located in the Portland Building;
   d. Continue administration of the Visual Chronicle of Portland, a collection of artworks depicting Portland, and the City of Portland's Portable Works Collection;
e. Continue to participate in the joint approval process for memorials in public parks according to 1989 City adopted policy;

f. Continue administration of the art substitute for ground floor windows guidelines and arts bonus floor area ratios contained within Chapter 33.702.190 of the Code of the City of Portland according to adopted guidelines;

g. Continue administration of the public art policy for the Bureau of Environmental Services and the Bureau of Water Works;

h. Continue to advise other governments and private developers on development of public art programs;

i. Continue to develop public art education programs for schools, tourism groups and the general public;

j. Continue to administer the Public Art Trust Fund which is the vehicle for funding Percent for Public Art; and

k. Work with the Portland Bureau of Transportation to place art in the public right-of-way, temporarily or permanently.

2. Continue operation of the Public Art Program, including the Public Art Murals component adopted by Council by Ordinance No. 178946, effective January 7, 2005.

3. Provide support to a diversity of cultural development initiatives through technical assistance, project and professional development grants to artists, arts organizations, and public art commissions. RACC may provide loans to artists or arts and culture related businesses if funds become available and both the City and RACC agree to the parameters of the program.

4. Seek to make the arts and culture a part of every child's education by fostering relationships and donations among community organizations, businesses, cultural organizations and schools as well as providing grants to arts education providers and schools.

5. Coordinate and focus equitable cultural development through policy-making, initiation of new partnerships and exercise of leadership.

6. Advise the City of Portland and Metro, Multnomah, Washington and Clackamas Counties in connection with artistic and cultural development.

7. Support equal opportunity and access to the arts.
a. Provide leadership and conduct studies, hearings, and investigations to determine
the needs of the City and region in the arts and culture.
b. Prepare, publish and disseminate educational and other materials dealing with
the arts.

8. Advocate for the arts at the local, regional, state, and national level by representing
the arts in public forums, providing information to the media, general public and
key decision makers, helping to define a role for the arts in the community and
developing new resources.

a. Work with local, regional, state and federal government agencies and with
public and/or private groups, individuals and foundations to secure
contributions and grants to finance programs for the arts and to develop
collaborative projects beneficial to multiple services such as enhancing the,
travel and lodging industry through cultural tourism, to gather and
consolidate information relating to the arts, and report to the City and
Metro, Multnomah, Clackamas and Washington Counties periodically on its
finding;

b. Recommend changes in state, federal and local laws and policies to promote
the development of arts and culture in the region.

9. Plan for development and wise stewardship of our cultural resources within the arts
sector and seek to incorporate an arts agenda into City and regional economic
development, education, human service and growth management strategies.

10. Involve representative groups of citizens in its decision making at all levels,
evaluating services and reporting on outcomes.

11. Promote and encourage public programs to further the development and public
awareness of, and participation in the arts.

12. Pursue additional funding streams to support arts and culture in the region.

13. Develop annual budget and performance goals consistent with the Scope of
Contractor Services and submit them for City of Portland review at the same time
that City Bureaus submit budget and performance goals.

14. Provide annual performance reports to the City Council, as specified in Exhibit A
hereeto, incorporated herein by reference.

15. Comply with the requirements of City and Oregon Public Records Law and city
communications and public outreach policies.

B. **SCOPE OF CITY SERVICES:** To assist RACC in carrying out its obligations
hereunder, the City shall perform the services set out below:
1. The City shall be responsible at its own cost for the ongoing custody of City of Portland Public Art and shall be responsible for storage, structural integrity and insurance.

2. The City shall be responsible for the ongoing maintenance of the Public Art Gallery and lobby space in the Portland Building.

3. The City shall make meeting space available at no cost to RACC for official business during normal business hours.

4. Appropriate City Bureaus shall submit a copy of their proposed and adopted CIP Budgets to RACC according to Chapter 5.74 of the City Code and Resolution No. 36308 to be used in the Percent for Art program for planning and administering projects, according to City adopted administrative guidelines. This Agreement is specifically intended to authorize RACC to prepare invoices for the disbursement of those funds dedicated to Public Art by Portland City Code (PCC) section 5.74.030.

5. The City shall continue to maintain at no cost to RACC the Visual Chronicle Storeroom and the preparator space to be used when preparator is on site.

6. The City shall continue to maintain at no cost to RACC the Public Art Storeroom.

7. The Mayor shall appoint a City Council member as an ongoing liaison with RACC; the title of the City Council liaison shall be known as the City’s, “Commissioner of Arts and Culture.” The Commissioner of Arts and Culture is authorized to approve work hereunder, to give notices referred to herein, to propose termination of this Agreement as provided herein and to carry out any other City actions referred to herein. Termination of this agreement will be effective only after a vote of City Council on the proposed termination.

8. The Mayor shall nominate to the City Council for confirmation prospective members to RACC board in accordance with RACC bylaws and at the request of the Commissioner of Arts and Culture.

9. The City shall confer with the Executive Director of RACC in city goal setting, annual retreats, and appropriate task forces.

C. COMPENSATION: The City shall pay RACC for work performed under this Agreement after the effective date in the amount provided below. The payment is compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

1. Funding Base The funding base for this agreement shall be $3,572,344. The City shall annually increase the yearly funding target by an amount equal to the annual
growth rate in the Portland urban wage earners consumer price index (CPIW) or the growth rate in transient lodging tax revenues, whichever is greater, for the 12 month period ending in the December prior to the beginning of the new fiscal year as forecast by the Office of Management and Finance, Financial Planning Division.

2. **Percent for Art Payments** RACC shall separately receive disbursements of the amounts dedicated to Public Art by PCC section 5.74.040. To receive such a disbursement, RACC shall prepare an invoice to a Participating Bureau for the monetary contribution for Public Art due by reason of an Improvement Project, prepared in accordance with the procedures established by the administrative rules implementing PCC 5.74.030. Upon presentation of such an invoice by RACC, the amount dedicated to public art shall be disbursed to RACC under this Agreement. The contract number of this Agreement shall be used for such invoices and payments, no further contract shall be necessary to authorize these disbursements by any Participating Bureau or by the Office of Management and Finance.

3. **Adjustment of Funding Base** In the case of extraordinary circumstances causing severe financial restraints resulting in the curtailment of budgets, the funding target may be reduced by an amount not to exceed the average reduction in general fund discretionary budgets of similar size.

4. **Additional Special Appropriations** In consultation with RACC, the City may consider additional special appropriations to arts initiatives as opportunities arise.

5. **Phone System** RACC shall continue to utilize and be billed for the use of the City of Portland Centrex phone system.

D. **PAYMENT PROCEDURE:**

1. There will be three payments of the Funding Base to RACC. On July 1 (or for FY 2010-11 as soon thereafter as this contract is approved by Council), the City shall pay to RACC 56% of the funding base. On December 1, or the beginning of Accounting Period # 6 of the fiscal year, the City shall pay 37% of the funding base. On June 1 the City shall pay to RACC the remaining 7% of the funding base.

2. Public Art Allocations through Percent for Art will be invoiced to and paid separately by each appropriate City bureau.

E. **EFFECTIVE AND TERMINATION DATES:** This Agreement shall be effective as of December 1, 2010 and shall be terminated on November 30, 2015.

F. **EARLY TERMINATION OF AGREEMENT:**

1. The City and RACC, by mutual written agreement, may terminate this Agreement at any time.
2. The City and RACC, on thirty (30) days written notice to the other party, each may terminate this Agreement for any reason deemed appropriate in its sole discretion. If so terminated by either party, the parties shall attempt to agree upon an equitable allocation of any amounts already paid by the City under this Agreement. If they are not able to do so, a determination of fair compensation to RACC for work performed before the termination shall be made through arbitration conducted under ORS 36.300 et seq.

G. COMPLIANCE WITH LAWS: In connection with its activities under this Agreement, RACC shall comply with all applicable federal, state and local laws and regulations. In the event that RACC provides goods or services to the City in the aggregate in excess of $2,500.00 per fiscal year, RACC agrees it has certified with the City's Equal Employment Opportunity certification process.

H. OREGON LAW AND FORUM:

1. This Agreement shall be construed according to the laws of the State of Oregon.

2. Any litigation between the City and RACC arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon;

I. INDEMNIFICATION: RACC shall hold harmless, defend and indemnify for public liability and property damage the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from RACC's negligent acts or omissions or intentional misconduct.

J. WORKERS' COMPENSATION INSURANCE:

1. RACC, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Agreement. RACC further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

2. In the event RACC's workers' compensation insurance coverage is due to expire during the term of this Agreement, RACC agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and RACC
agrees to provide the City of Portland such further certification of workers' compensation insurance as renewal of said insurance occur.

3. RACC agrees to accurately complete the City of Portland's Questionnaire, for Workers' Compensation Insurance and for Qualification as an Independent Contractor, prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by RACC shall constitute a breach of this Agreement. In the event of breach, pursuant to this subsection, the City may terminate the Agreement immediately.

K. **ASSIGNMENT:** RACC shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

L. **INDEPENDENT CONTRACTOR STATUS:**

1. RACC is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

2. RACC, its subcontractors and their employees are not employees of the City and are not eligible for any benefits, workers' compensation, and unemployment compensation and retirement benefits.

M. **NOTICE:** Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Mayor Sam Adams  
1221 SW Fourth, Room 340  
Portland, Oregon 97204

With a copy to: Portland City Attorney’s Office  
1220 SW 4th Avenue, Rm. 430  
Portland Oregon 97204

If to the RACC: Eloise Damrosch, Executive Director  
108 NW 9th Ave., Ste. 300  
Portland, Oregon 97209

N. **INTEGRATION:** This Agreement in combination with the Intergovernmental Agreement establishing contractor as the Regional Arts and Culture Council and the Transition Agreement between the City of Portland and RACC contains the entire agreement between the City and RACC and supersedes all prior written or oral discussions or agreements.
O. **FUNDS:** The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

P. **BUSINESS LICENSE:** RACC shall obtain applicable business license, if any, that may be required for a Section 501 (c)(3) tax-exempt corporation.

Q. **MAINTENANCE OF RECORDS:** RACC shall maintain records on a current basis to support its billings to the City and to document the performance of services in accordance with this agreement. The City or its authorized representative shall have the authority to inspect, audit and copy on reasonable notice and from time to time, any records of RACC regarding its billings and performance of services. RACC shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

R. **AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the services specified in this Agreement at any time in the course of the Agreement and during the three (3) year period established above.

S. **LIABILITY INSURANCE:** RACC shall maintain public liability and property damage insurance that protects RACC and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from RACC's work under this Agreement. The insurance shall provide coverage for not less than $200,000 for personal injury to each person, $500,000 for each occurrence, and $500,000 for each occurrence involving property damage; or a single limit policy of not less than $500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. RACC shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. If the Insurance is cancelled or terminated prior to completion of the Agreement, RACC shall provide a new policy with the same terms. RACC agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by RACC.

RACC shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of the Agreement by the City.
T. BREACH OF AGREEMENT:

1. The City or RACC shall breach this Agreement if it fails to perform any substantial obligation under the Agreement. Before terminating this Agreement for breach, however, the non-breaching party shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

2. Neither the City nor RACC shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the City or RACC fail to perform because of a cause described in this subsection, the City and RACC shall make a mutually acceptable revision of this Agreement.

U. CONTRACTOR'S PERSONNEL:

1. RACC shall assign the following personnel to do the work in the capacities designated:

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<th>Name</th>
<th>Capacity</th>
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<tr>
<td>Eloise Damrosch</td>
<td>Executive Director</td>
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2. RACC shall not change these personnel assignments without the written consent of the City, which consent shall not be unreasonably withheld.
V. **AMENDMENTS:**

1. The City and RACC may amend this Agreement at any time only by written amendment executed by the City and RACC. Unless otherwise provided, any amendment that increases the amount of compensation payable to RACC must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

2. Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection 1.

W. **NON-WAIVER** The City and RACC shall not be deemed to have waived any breach of the Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

X. **PROHIBITED INTEREST**

1. No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No City officer or employee who participated in the award of the Agreement shall be employed by RACC, except for those employees transferred from city employment to contractor appointment, during the period of the Agreement.

RACC:

By: __________________________

Date: 11-17-10

Business License No. __________________________

Tax I.D. No. __________________________

CITY OF PORTLAND
By: __________________________
Commissioner - Sam Adams
Commissioner of Public Utilities

Date: 11-18-10

Approved as to Form

By: __________________________
Office of the City Attorney

Date: 11/18/2010

AUDITOR
HISTORICAL RECITALS

The City decided in 1973 that a vital arts sector was a worthwhile investment and co-founded the Metropolitan Arts Commission (MAC) by Intergovernmental Agreement with Multnomah County to support the development of the arts and increase their availability to the public;

MAC Public Art Program was established in 1980. Ordinances were in place that provide for MAC management and collection of funds for the Percent for Public Arts Programs for the City of Portland, Multnomah County, and Metro. MAC was responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art of the City/County Public Art Collection;

MAC was responsible for approving art substitutes for ground floor windows and for the percent for art floor area ratio bonus program as defined by City Of Portland Zoning Code (Title 33) according to MAC adopted guidelines;

MAC’s Public Art Program operated the Metropolitan Center for Public Art, administered the Visual Chronicle of Portland Collection, and participated in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks;

A Public Art Trust Fund exists in the City Of Portland Treasury into which monetary contributions for Public Art were deposited (City Code 5.74.040). Of the 2% of the total costs of improvement projects, 1.46% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .54% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the fund if requested by a participating agency or required by law;

The City Of Portland was a primary sponsor, funder and participant in the citizen driven Arts Plan 2000+;

The City Of Portland demonstrated its leadership and commitment to the arts by adopting Arts Plan 2000+ (resolution #34949) in February 1992, providing and sustaining increased funding and including Arts Plan implementation as one of thirteen City Council goals in fiscal years 1993/94 and 1994/95;

The City of Portland and Multnomah County recognized the increasingly regional scope of MAC's duties and amended the Intergovernmental Agreement in 1993 to include Clackamas, Washington and Clark Counties allowing for regional representation and service by MAC;

The City Of Portland was an active participant in the Metro Regional Arts Funding Task Forces, which recommended short and long term solutions to arts programs and facilities needs, including the transition of MAC to a regional nonprofit organization;

The City of Portland adopted an Arts Funding Policy in 1994 (resolution #35313) to represent its long term commitment to the health and vitality of the arts in Portland;
MAC was restructured into a nonprofit organization in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendation to provide more cost effective, efficient and flexible services;

It is well established and confirmed that local governments have an appropriate role in encouraging the arts, using modest public investments to leverage other resources. The transition was not intended to diminish that role;

The purpose of local government investment in the arts, including City of Portland funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life;

The City of Portland along with Metro, Multnomah, Washington, Clackamas, and Clark Counties entered into an Intergovernmental Agreement (1994) designating RACC as the regional arts and cultural agency and agreed to enter into service agreements with RACC to provide its professional expertise for leadership, strategic planning, policy making, financial support, and coordination for the regional arts industry. Service Agreements have been entered into between the City of Portland and RACC since that time to the present;

The Portland City Council adopted Resolution No. 36308 to clarify the City of Portland Percent for Art Program on April 7, 2005;

The Portland City Council adopted Ordinance No. 178946 amending PCC chapter 5.74, Acquisition of Art, and creating the Public Art Murals program, effective January 7, 2005. In 2004, the City of Portland expanded RACC’s public art program to include new oversight and funding for community murals. RACC became responsible for reviewing submissions for public art murals to be placed on public wall space, and the City committed additional dollars per year to help fund the creation of new murals. The RACC review process includes guidelines for placement, artistic quality, architectural and historical context, scale, community support, and other factors. In 2009, the City expanded the program to also allow the City to permit some murals that are not intended to be part of the City’s public art collection;

In 2006, The City of Portland committed an additional $200,000/year to RACC to establish and sustain an annual matching challenge fund for Work for Art. The City identified funds from the 2006 business license fee reapportionment process to pay for this program. RACC uses these funds to incent workplace giving contributions and other private sector gifts that support the city’s arts and culture organizations.

In 2006, the City amend the Business License Law (Ordinance 180629 amended PCC 17.02.830) to allow businesses to donate to the Work for Art program (amended PCC 7.02). The Revenue Bureau is authorized to collect and remit donations from taxpayers to “Work for Art,” and distribute these funds to RACC.
The City Of Portland was a primary sponsor, funder and participant in the citizen driven Creative Capacity Strategy and its resulting Act for Art: A Creative Action Plan for the Portland Metropolitan Region;

The City Of Portland demonstrated its leadership and commitment to the arts by adopting the report on Act for Art in April 2009, calling for strengthening our cultural infrastructure through dedicated funding and the creation of the Creative Advocacy Network, improving access to arts and arts education, and investing in creative talent.
AMENDMENT No. 1
Contract # 30001790

The City of Portland ("City") and the Regional Arts and Culture Council ("RACC") agree to amend Contract # 30001790 as follows:

1. Paragraph A, *Scope of RACC Services*, shall be modified by adding the following subparagraphs:

16. Receive all funds distributed by the City pursuant to Chapter 5.73 of the City Code, Arts Education and Access Income Tax and spend the funds in the following manner:

   a. General Support Funds: First, funds shall be used by RACC to fund grants to support non-profit Portland arts organizations that demonstrate artistic excellence, provide service to the community, show administrative and fiscal competence and provide a wide range of high-quality arts programs to the public. These funds shall be known as “General Support Funds.” Nothing in this paragraph precludes RACC’s Board of Directors, which is responsible for evaluating grant applications and allocating grants, from making that determination.

   i. In carrying out this function, RACC shall determine which arts organizations shall receive General Support Funds, in accordance with the other provisions of this contract.

   ii. Organizations qualifying through RACC’s competitive grant process, by meeting the requirements of community service, artistic excellence, increased access to the public and fiscal competence, as determined by the Board of Directors, shall receive General Support Funds from the Arts Education & Access Fund. The goal is to provide organizations with funds, equal to 5% (five percent) of their “eligible operating income”, although RACC may, in its discretion, provide less than that amount. For purposes of this Agreement “eligible operating income” shall be defined by RACC, but does not include: income earned from outside Multnomah, Washington and Clackamas counties; “in-kind” income; and, unrelated business income, such as income that is unrelated to the organization’s charitable activities.

   b. Designated Funds: The remainder of the funds, totaling no less than 5% of the funds RACC receives from
the Arts Education and Access Fund, shall be used by RACC to fund grants and programs to schools and non-profit organizations that will give access to high-quality arts experiences to Kindergarten through 12th grade students ("K-12") and for grants and programs directed to communities who are underserved by local arts providers.

17. In spending funds distributed by the City from the Arts Education and Access Fund RACC shall do the following:

   a. Limit RACC’s arts education coordination costs, as set forth in subparagraph (e) below, incurred as a result of receiving funds to a maximum of three (3) percent of Net Revenues. For purposes of this paragraph, “Arts education coordination costs” are the salaries, benefits and other employment costs associated with the RACC personnel directly responsible for performance of arts education coordination, including a reasonable allocation of overhead for this personnel for space and equipment;

   b. Ensure that highly qualified persons will coordinate and work with the School Districts identified in City Code as receiving funds from the Arts Education and Income Tax in the provision of high quality arts and/or music education; In addition, RACC will work with the School Districts identified in City Code as receiving funds from the Arts Education and Income Tax to align a sequential course of study in arts and/or music education for students in Kindergarten through 12th grade;

   c. Seek additional funds from other sources for arts education and access to supplement the goals of the Arts Education and Access Fund;

   d. Provide quality oversight to the programs of the School Districts as well as the expenditures made by RACC. In addition, RACC shall require the funded programs to report periodically regarding the programs provided, the numbers of students served, the amount and type of expenditures made on the programs and such other matters as RACC may request; and

   e. Coordinate between School Districts and arts organizations to ensure high quality arts education for Portland students; and facilitate the access of Portland students to the programs supported by the Arts Education and Access Fund.
f. If RACC determines that the School Districts identified in City Code as receiving funds from the Arts Education and Access Fund are not providing high-quality arts and/or music education based on the resources available, RACC will notify the City Commissioner-in-Charge of arts and culture.

18. The RACC Executive Director shall attend an annual meeting convened by the City Commissioner-in-Charge of arts and culture with the superintendents to discuss the state of arts education in Portland schools, the effects of the Arts Education & Access Fund investments and any plans for continuous improvement.

19. RACC arts education staff shall convene meetings on at least a quarterly basis on arts education and the Arts Education and Access Fund that shall include high-level school district staff as well as staff from the City Commissioner-in-Charge of arts and culture.

20. RACC shall establish and apply qualitative and quantitative measurements to evaluate whether the objectives of the Arts Education and Access Fund are being met and shall report as requested to the City Commissioner-in-Charge of arts and culture. RACC shall work cooperatively to implement any improvements in performance suggested through the measurement process.

2. Paragraph B, *Scope of City Services*, shall be modified by adding the following paragraph:

10. City shall collect revenues from the Arts Education and Access Income Tax. The City shall distribute Net Revenues to RACC as permitted by that Section.

3. Paragraph M is modified by deleting the words “Mayor Sam Adams” and replacing it with “Mayor of City of Portland” and by deleting the words “Eloise Damrosch.”

4. Paragraph R, *Audits*, shall be deleted and the following paragraph put in its place:

**R. AUDITS:** In addition to its duty to maintain records as provided in Paragraph Q of this Agreement, RACC shall obtain independently audited financial statements each year and ensure that such statements show how the Net Revenues received by RACC from the City’s Arts Education and Access Income Tax are spent. In addition, the City, either directly or indirectly, may conduct financial

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*3 - Amendment No. 1 – Contract No. 30001790*
and performance audits of the services specified in this Agreement at any time in the course of the Agreement and during the three (3) year period established above.

5. The “Historical Recitals” appendix to the contract is amended to include the following:

In November, 2012, the voters of the City of Portland adopted the Arts Education and Access Income Tax that, among other things, provides revenue to school districts and to RACC.

6. The term of the RACC contract, including this amendment, is extended to November 30, 2017.

7. Other than the changes stated in this amendment, all other portions of the original Contract #30001790 remain in full force and effect.

8. This Amendment shall be effective as of the date of the last signature below.

IT IS SO AGREED:

CITY OF PORTLAND

By: ________________________________ Date: 12/20/12

Mayor
City of Portland

REGIONAL ARTS & CULTURE COUNCIL

By: ________________________________ Date: 1/14/13

Executive Director
Regional Arts & Culture Council

4 - Amendment No. 1 – Contract No. 30001790
I certify that the following amended Intergovernmental Agreement document and signatures are true and accurate copies of the originals.

George Forbes
Regional Arts and Culture Council
Board Secretary

2/15/00

Date

George Forbes

initials

Officers
Chair - Pam Baker
Vice Chair - Eric Friedenwald-Fishman
Treasurer - Gary McGee
Secretary - George Forbes

Board of Directors
Dick Bogle
Christine Clark
David Fuchs
Grace Gallegos
Paula Kinney
Carol Lewis
Doug Macy
Gary Maffei
Cash Miller
Randy J. Miller
Marlene Haynes Mitchell
Alice Myron
Alice Norris
Bob Packard
Betsy Peele
Martha Richards
Joan Sappington
Leanne Sylvester
Bob Van Brocklin
Sharon VanSickle
Peter Vlahos
Joseph Wytar
Past Chair
Tony Marquis

Executive Director
Mike Pippi

Government Liaisons
Mayor Vera Katz - City of Portland
Mike Burton - Metro
Ellen Kennebrew - Clackamas County
Beverly Stein - Multnomah County
Tom Brian - Washington County

Member of Americans for the Arts
INTERGOVERNMENTAL AGREEMENT

PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon; Multnomah County, Oregon; Clackamas County, Oregon; Washington County, Oregon; and Metro, Oregon.

RECITALS

1. STATEMENT OF HISTORY OF THE METROPOLITAN ARTS COMMISSION (MAC)
   a. City of Portland/Multnomah County Intergovernmental Agreement
      (i) Purpose
      The City of Portland, Oregon, and Multnomah County created by Intergovernmental Agreement, date July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

      (ii) Fiscal/Agent
      The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

      (iii) regional Planning
      MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addresses the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

      (iv) Arts Plan 2000+
      Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and Regional Arts Funding Task Force. The regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.
(v) Addition of Clackamas and Washington Counties
The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas and Washington Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program
(i) Establishment of Public Art Program
As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and management of Public Art. MAC, with advise from the Public Art Advisory Committee, is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility
MAC is responsible for approving art substitutes for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities
The Public Art Program also operated the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund
The Public Art Trust Fund is a fund within the City of Portland treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established with the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs
As a result of Arts Plan 2000+, Washington and Clackamas Counties and metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)
a. Incorporation and tax status
RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.
b. Formerly called Metropolitan Regional Arts Council
   Founded during Arts Plan 2000+ in 1991, the Metropolitan regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws
   The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan regional Arts Council to RACC.

d. Purposes
   RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

   RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY
   RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support of the regional arts industry.

2. SELECTION OF BOARD OF DIRECTORS
   The board of directors shall consist of twenty seven members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 7 directors appointed by the Multnomah County Chair; 11 directors appointed by the Mayor of the City of Portland; 3 directors appointed by the Chair of Clackamas County Board of Commissioners; 3 directors appointed by the Chair of the Washington County Board of Commissioners; and 3 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON
   Each jurisdiction shall appoint one elected official to serve as liaison to RACC.

4. IMPLEMENTATION OF ARTS PLAN 2000+
   The parties to this agreement shall work with RACC to implement Arts Plan 2000+.
5. **REGIONAL FUNDING**
The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.

6. **TRANSITION AGREEMENT**
A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.

7. **TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT**
The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC not withstanding Clause XI of the City/County Intergovernmental Agreement.

8. **SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS**
Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Washington County, and Metro.

9. **IMPLEMENTATION**
   
   (a) **Arbitration**
   In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.

   (b) **Performance of work**
   Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall continue to perform its work pending resolution of the dispute.

10. **EFFECTIVE AND TERMINATION DATES**
This amended Intergovernmental Agreement shall be effective as of September 1, 1999 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of
paragraph 9 (a). The withdrawal of a party from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.
APPROVED AS TO FORM:

APPROVED AS TO FORM

Jeffrey L. Rogers
City of Portland Attorney
CITY ATTORNEY

REVIEWED:

Thomas Spencer
County Counsel

REVIEWED:

General Counsel

REVIEWED:

County Counsel

REVIEWED:

County Counsel

CITY OF PORTLAND, OREGON
By: Vera Katz
Name: Vera Katz
Title: Mayor
Date: 7/28/99

By: Gary Blackmer
Name: Gary Blackmer
Title: Auditor
Date: 7/26/99

MULTNOMAH COUNTY, OREGON
By: Beverly Stein
Name: Beverly Stein
Title: Commissioner Chair
Date: June 24, 1999

METRO, OREGON
By: Mike Buxton
Name: Mike Buxton
Title: Executive Officer
Date: 9/9/99

CLACKAMAS COUNTY, OREGON
By:
Name:
Title: Commissioner Chair
date:

WASHINGTON COUNTY, OREGON
By:
Name:
Title: Chair, Board of Commissioners
Date:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 6/24/99
DEB. BOGSTAD
BOARD CLERK

J.7
APPROVED AS TO FORM:

City of Portland Attorney

REVIEWED:

County Counsel

REVIEWED:

General Counsel

REVIEWED:

County Counsel

CITY OF PORTLAND, OREGON
By:
Name: Mavor
Title: Mayor
Date:

By:
Name:
Title: Auditor
Date:

MULTNOMAH COUNTY, OREGON
By:
Name:
Title: Commissioner Chair
Date:

METRO, OREGON
By:
Name:
Title: Executive Officer
Date:

CLACKAMAS COUNTY, OREGON
By:
Name:
Title: Commissioner Chair
date: 5/3/99

WASHINGTON COUNTY, OREGON
By:
Name:
Title: Chair, Board of Commissioners
Date:
APPROVED AS TO FORM:

City of Portland Attorney

CITY OF PORTLAND, OREGON
By:
Name: Mayor
Title: Date:

By:
Name: Auditor
Title: Date:

MULTNOMAH COUNTY, OREGON
By:
Name: Commissioner Chair
Title: Date:

METRO, OREGON
By:
Name: Executive Officer
Title: Date:

CLACKAMAS COUNTY, OREGON
By:
Name: Commissioner Chair
Title: Date:

WASHINGTON COUNTY, OREGON
By: 
Name: Tom Brian
Title: Chair, Board of Commissioners
Date: 6/22/99
The Conflict of Interest policy exists to protect RACC’s interests when it is contemplating entering into a transaction or arrangement that might directly or indirectly benefit the private interest of a director, employee, or committee member /panelist of RACC. This policy is intended to supplement, but not replace, any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

RACC directors, employees, panelists and committee members are encouraged to be active in the arts and culture community and have associations with RACC’s constituents. But it is necessary that all parties follow RACC’s conflict of interest policies when engaged in RACC activities. Although not prohibited by statute, Board members and staff are prohibited from applying for RACC grants, projects, commissions, etc. in order to maintain RACC’s standard of fairness and propriety.

**PROCEDURES FOR DISCLOSURE**

1. Directors/panelists/committee members are required by RACC’s Articles of Incorporation and Oregon statutes to disclose direct or indirect financial or non-financial conflict of interest. Disclosure should occur prior to consideration and discussion of transaction or arrangement. Declaration must include full disclosure of the existence and nature of his/her financial or non-financial interest to the board and/or committees/panels considering the proposed transaction or arrangement.

   a) An employee must disclose the existence and nature of his/her financial or non-financial interest to the Executive Director. The ED may consult with RACC’s legal counsel, Board chair, department directors, and/or direct the disclosure to the appropriate committee/panel/board considering the proposed transaction or arrangement.

2. Following disclosure of financial or non-financial conflict of interest, the director, committee member/panelist, or employee must refrain from voting on proposed transaction or arrangement. The director or employee may also choose to refrain from discussion of the proposal, although both discussion and voting is permissible under RACC bylaws and Oregon statutes.

   a) The transaction or arrangement can be authorized, approved or ratified if it received the affirmative vote of a majority of the directors on the Board or members on the committee who have no direct or indirect interest in the transaction.

   b) The interested director, employee, panelist or committee member is to be counted in determination of a quorum.

3. The Board or committee/panel will affirm that the outcome of the transaction or arrangement was completed using appropriate disclosure procedures.

4. The Minutes of the Board and all committees/panels shall contain:

   a) Names of person(s) who disclosed a direct or indirect financial or non-financial conflict of interest and the nature of the conflict.

   b) The names of the persons present for discussion and/or voting related to the transaction or arrangement, and a record of any votes taken in connection with related item.

   c) For employees: A copy of the above record shall be placed in the personnel file of the employee, and a copy will be provided for review during the appropriate audit.

**Adopted June 29, 2000; Revised 2002; Reviewed and approved August 2013**
VIOLATIONS OF THE CONFLICT OF INTEREST POLICY
If the Board or committee/panel has reasonable cause to believe that a member has failed to disclose conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose to the Executive Committee (or Executive Director in the case of staff), which shall determine appropriate action.

DEFINITIONS
Any RACC director, employee, or member of a RACC committee or panel who has a direct or indirect financial or non-financial interest has a potential conflict of interest. This is not intended to preclude a contractor from being eligible to apply for any grant or public art commission through RACC.

Financial Interest
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
   a) An ownership or investment in any entity with which RACC has a transaction or arrangement;
   b) a compensation arrangement with RACC or with any entity or individual with which RACC has a transaction or arrangement; or
   c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which RACC is negotiating a transaction or arrangement.
Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. Complimentary tickets to events are not considered “substantial” and may be accepted.

Non-Financial Interest
A person has an interest, directly or indirectly, of a non-financial nature if the person serves as a board member, trustee, or in some other non-compensated role at an entity with which RACC either has or is negotiating a transaction or arrangement. Although a non-financial interest is not specifically addressed by statute or bylaws as a conflict of interest, members are asked to follow the same practices for both financial and non-financial interest.

Statements
Each director, principal officer, employee, or member of a committee/panel shall sign a statement which affirms that such a person:
   • has received a copy of the conflicts of interest policy,
   • has read and understands the policy,
   • has agreed to comply with the policy,
   • understands that the policy applies to all directors, employees, committees, subcommittees, and panels; and
   • understands that RACC is a charitable organization that must engage primarily in activities that accomplish one or more of its tax-exempt purposes to maintain its exempt status.

This will be done after the approval of the initial policy, for all new Board, panel, committee and staff members, and after any significant changes to the policy.

ADOPTED       June 29, 2000
REvised       June 20, 2002
### GOALS

- Provide art experiences to all communities.
- Outreach to diverse communities in the region to raise awareness of public art.
- Acquire artworks for city-county buildings, parks, and streetscapes through capital construction or improvement projects.
- Add portable scale artworks to the public collections that represent regional artists.
- Rotate 1,200+ artworks throughout publicly accessible spaces in City and County buildings.
- Portland Bureau of Transportation allocates funds to RACC to place artworks in the public Right of Way.
- Focus on weaving art into streetscape design in neighborhoods where the street improvements are planned or underway.
- Annually purchase works focusing on artists’ views of the City’s physical, cultural and social landscapes.
- Rotate artworks throughout publicly accessible spaces in City and County buildings.
- Promote and acquire murals that are aesthetically pleasing, creative and unique additions to Portland neighborhoods and that reflect the diverse communities of artists and neighborhoods in the City of Portland.
- Provide public dollars matched by private contributions to fund murals.
- City of Portland & Multnomah County dedicate 2% of capital budgets to public art.
- Panels of artists, community members, agency representatives, and project designers select artists using % for Art Guidelines.
- PAAC approves semi-finalists.
- Panel approves final project, reports to PAAC and makes contract recommendations to RACC Board.
- Panel of artists, community members, agency representatives, and project designers determine appropriate selection process.
- PAAC reviews artworks, recommends approval to RACC Board.
- Panel approves final designs, reports to PAAC and makes contract recommendations to RACC Board.
- Visual Chronicle Committee, a standing panel of artists, curators, historians, and writers reviews and recommends artworks for purchase to the RACC Board.
- Artists and community groups apply for mural funding.
- Committee of artists and community representatives reviews applications and recommends allocation of funds to the RACC board.
- Selection panel appointed by PAAC selects artists and projects.
- PAAC reviews and recommends approval to RACC Board.
- Determine process on a case by case basis per established guidelines.
- When applicable PAAC considers use of public dollars and makes recommendations to the RACC Board.
- Track and schedule regular condition reports and object maintenance.
- Respond to graffiti or vandalism with emergency maintenance treatment.
- Engage conservators to assess, propose, and undertake restoration when necessary.
- Restoring and deaccessioning issues are approved by PAAC.
- Create earned income for RACC by managing local, regional and national projects and increase exposure for the public art program.
- Bring agency expertise and recognized best practices to organizations developing new projects or new programs.
- Provide public education and professional artist development through workshops and other outreach opportunities.
- Provide searchable web function for public art collection at racc.org.
- Provide other online or smart phone access to the public art collections.

### PROGRAMS

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### PROCESS

- City of Portland & Multnomah County employees review portable works collection and determine appropriate selection process.
- PAAC reviews artworks, recommends approval to RACC Board.
- Panel approves final designs, reports to PAAC and makes contract recommendations to RACC Board.
- Visual Chronicle Committee, a standing panel of artists, curators, historians, and writers reviews and recommends artworks for purchase to the RACC Board.
- Artists and community groups apply for mural funding.
- Committee of artists and community representatives reviews applications and recommends allocation of funds to the RACC board.
- Selection panel appointed by PAAC selects artists and projects.
- PAAC reviews and recommends approval to RACC Board.
- Determine process on a case by case basis per established guidelines.
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- Bring agency expertise and recognized best practices to organizations developing new projects or new programs.
- Provide public education and professional artist development through workshops and other outreach opportunities.
- Provide searchable web function for public art collection at racc.org.
- Provide other online or smart phone access to the public art collections.

### RACC BOARD ROLE

- Approve Panel recommendations for purchase.
- Approve PAAC recommendations and contracts.
- Approve recommendations for purchase or commission.
- Approve Committee recommendations and contracts.
- Approve PAAC recommendations and contracts.
- Approve contracts and/or donations.
- Approve contracts for conservation projects and recommendations for restoring and deaccessioning.
- Receive updates, approve contracts if needed.
- Receive updates and provide feedback.

Revised 07/2013
E.1 Percent for Art Guidelines

City Ordinance 179869
Chapter 5.74 Acquisition of Public Art

-Note

(Replaced by Ordinance No. 161537, amended by Ordinance Nos. 168591 and 179869, effective February 10, 2006.)

5.74.010 Purpose.
It is the purpose of this Chapter and the policy of the City of Portland to dedicate two percent of the total Eligible Costs or two percent of the total Eligible Funds of all Improvement Projects (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, deaccessioning, community education, documentation and registration of Public Art.

5.74.020 Definitions.
(Amended by Ordinance No. 178946, effective January 7, 2005.)

A. As used in this Chapter:
   1. Improvement Project means any project paid for wholly or in part by a Participating Bureau in which the Participating Bureau’s contribution of Eligible Funds equals $50,000 or more for the construction, rehabilitation, remodeling, improvement or purchase for a public use of any building, structure, park, public utility, street, sidewalk or parking facility or any portion thereof within the limits of the City of Portland.
   2. Maintenance and repair does not constitute an Improvement Project.
   3. Improvement Projects which are developed privately and leased back to the City of Portland are not exempt from the provisions of this Chapter.
   4. The purchase of improved or unimproved property by the Portland Development Commission solely for resale or redevelopment, in which property is not otherwise to be put to a governmental use, shall not constitute an Improvement Project subject to the provisions of this Chapter.

B. Eligible Costs means the Participating Bureau’s capitalized costs for completion of an Improvement Project, including costs for capitalized tenant improvements. Eligible Costs do not include costs for: design and engineering, administration, fees and permits, building demolition, relocation of tenants, environmental testing, environmental remediation, non-construction contingency or indirect costs, such as interest during construction, advertising and legal fees. When an improvement project involves the acquisition of real property, costs attributable to land acquisition are not Eligible Costs, while costs attributable to improvements on the real property are Eligible Costs.

C. Eligible Funds means a Participating Bureau’s monetary contribution to an Improvement Project. The following are not Eligible Funds: private development revenue, federal and state grants that preclude Public Art as an object for expenditure, Local Improvement District revenue, Water Operating Fund revenue, Water Construction Fund revenue, Sewer Systems Operating Fund revenue, Sewer Systems Construction Fund revenue and revenue from any other funding source subject to legal restrictions which preclude Public Art as an object for expenditure.
D. Public Art means original artwork which is accessible to the public and/or public employees, and which has been approved as public art by the Regional Arts and Culture Council, acting on behalf of the City of Portland.

E. Participating Bureau means a City of Portland Bureau or Commission that funds an Improvement Project within the meaning of this Chapter.

F. Selection Panel means a group responsible for reviewing proposed Public Art and making recommendations to the Regional Arts & Culture Council on the selection of Public Art. Selection Panels shall include a representative of the Participating Bureau, the Improvement Project architect or engineer, artists and citizens.

5.74.030 Dedication.
Any City of Portland official or employee acting on behalf of a Participating Bureau who authorizes or appropriates expenditures for an Improvement Project shall include in the capital improvement program of the City’s capital budget, and disburse to the Regional Arts & Culture Council, a monetary contribution for Public Art equal to Two percent (2%) of the total Eligible Costs or two percent of the total Eligible Funds of the Improvement Project, whichever is less. The Office of Management and Finance and the Portland Development Commission shall each adopt administrative rules to implement this section, which to the greatest extent practicable shall set forth the same procedures to be followed by all Participating Bureaus, including the Portland Development Commission.

5.74.040 Public Art Trust Fund.
The Regional Arts & Culture Council shall maintain a special fund called the Public Art Trust Fund into which funds dedicated to Public Art pursuant to section 5.74.030 shall be deposited.

A. Such funds shall be deposited into the Public Art Trust Fund, and shall be allocated as follows:
   1. 63 percent shall be used by the Regional Arts & Culture Council for costs associated with Public Art including, but not limited to the acquisition, fabrication, and installation of Public Art.

   2. 27 percent shall be used by the Regional Arts & Culture Council for costs associated with Public Art, including, but not limited to costs of selection, project management, community education and registration of Public Art.

   3. 10 percent shall be used by the Regional Arts & Culture Council for the maintenance, conservation and deaccessioning of Public Art.

B. Such funds shall be deposited in separate accounts within the Public Art Trust Fund if separate accounting is requested by the Participating Bureau or required by law.

C. Disbursements from the Public Art Trust Fund shall be made by the Regional Arts & Culture Council.
   1. Disbursements shall be made according to the terms of this Chapter and any guidelines adopted hereunder by the Regional Arts & Culture Council.

   2. If an Improvement Project is funded by revenue sources whose expenditure is restricted by the City Charter or other law, the Regional Arts & Culture Council, prior to making a disbursement for Public Art from such a restricted account in the Public Art Trust Fund, shall adopt written
findings demonstrating that the proposed disbursement complies with all applicable restrictions.

3. The Regional Arts & Culture Council will report annually to Participating Bureaus on the disbursement of funds from the Public Art Trust Fund.

5.74.050 Siting.
Public Art selected pursuant to this Chapter may be sited in, on or about any Improvement Project or other property owned, leased, or rented by, donated to, or otherwise made available to the City of Portland in accordance with any restrictions placed on siting by the Participating Bureau.

5.74.060 Guidelines.
The Regional Arts & Culture Council shall, after consultation with Participating Bureaus, adopt guidelines to:

A. Provide for annual reporting to Participating Bureaus;

B. Develop an annual plan for Public Art that takes into account the views of the Participating Bureau;

C. Provide a method for the appointment of representatives to Selection Panels;

D. Determine a method or methods of selecting and contracting with artists for the design, execution and siting of Public Art;

E. Determine the dedication and disbursement process for the Public Art Trust Fund;

F. Determine a process for the ongoing care, maintenance and conservation of Public Art;

G. Determine a process to deaccession art;

H. Set forth any other matter appropriate to the administration of this Chapter.

5.74.070 Ownership.
All Public Art acquired pursuant to this Chapter shall be acquired in the name of the City of Portland, and title shall vest in the City of Portland.

5.74.080 Decisions.
Except as limited by other sections of this Chapter, the Regional Arts & Culture Council’s decisions as to the acquisition, fabrication, installation, deaccessioning, management, community education and registration of Public Art, and disbursement of the Public Art Trust Fund, shall be final.

5.74.090 Implementation.
The Regional Arts & Culture Council, or its designee, shall implement the provisions of this Chapter, in cooperation with the Office of Management and Finance and all Participating Bureaus.
Chapter 5.74 Acquisition of Public Art Administrative Rules

Administrative Rule Adopted by the Office of Management & Finance Pursuant to Rule Making Authority

Introduction

The purpose of this rule is to establish the procedures for bureaus of the City of Portland to comply with the administration of Chapter 5.74 of City Code (Acquisition of Public Art).

Authority

Authority for this administrative rule is established in the City Charter and City Code Chapter 5.74.

Improvements and Maintenance

The distinction between maintenance and repair and Improvement Projects subject to Ch. 5.74 is further established by Accounting Administrative Rules (ARC-FIN-6) pursuant to the Office of Management & Finance’s Rule Making Authority.

Filing CIP documents

1. The Office of Management and Finance (OMF) shall create, maintain and revise the Public Art Eligibility Form to determine eligibility and monetary contributions under Chapter 5.74 in concert with the Regional Arts & Culture Council (RACC) and in accordance with Chapter 5.74 of City Code.

2. OMF shall provide the Public Art Eligibility Form to bureaus, accessible online, electronically or in hard copy form, prior to CIP planning.

3. When submitting CIP budget documents to the Office of Management and Finance, each project with costs in the budget year shall include a Public Art Eligibility Form.

4. Bureau CIP budgets and budget revisions that do not contain a Public Art Eligibility Form for each Capital Project with costs in the budget year shall not be considered complete by OMF.

5. OMF shall review and verify all Public Art Eligibility Forms and request appropriate changes by bureaus prior to submittal to RACC.

6. OMF shall submit CIP budgets and budget revisions to RACC.

7. RACC has the right to review and verify all Public Art Eligibility Forms and request appropriate changes from OMF.

Disbursing funds to the Public Art Trust Fund

1. RACC shall work in concert with the Participating Bureau and OMF to approve payment among the following means:
   a. Payment in full upon issuance of an RFP for design/architectural services when the Improvement Project is one of architectural significance.
   b. Payment in full no later than 50% design development when the Improvement Project is not of architectural significance.
c. An aggregate payment or payments for completed Improvement Projects on July 1, December 7 or June 1 of the fiscal year in which the Improvement Projects were completed.

2. The Participating Bureau shall disperse funds and finalized Public Art Eligibility Form(s) upon invoice by RACC.

**Reconciling changes in costs and/or funds**

1. Only increases in an Improvement Project’s scope and Eligible Costs or Eligible Funds as a result of Council action require a reconciliation of the project’s Public Art allocation and additional payment to RACC.

2. Changes in Eligible Costs or Eligible Funds that result in a decrease of an Improvement Project’s Public Art allocation after initial disbursement to RACC shall be reconciled by adjusting the Participating Bureau’s future Public Art allocations by an equal amount.

**Accounting (DRAFT)**

1. Art objects shall be expensed, not capitalized.

2. (Pending Bond Council review) Participating Bureau’s payments to RACC are considered expensed at the time of the payment.

**Working with RACC**

The Regional Arts & Culture Council may set forth guidelines in accordance with Chapter 5.74 to provide for planning, reporting and collaboration with Participating Bureaus.

**Multiple Participating Bureaus**

When more than one Participating Bureau contributes Eligible Funds towards completion of an Improvement Project, the following shall apply:

1. Should the Participating Bureaus have an Intergovernmental Agreement or other contractual obligation wherein a single Participating Bureau disburses all funds towards completion of an Improvement Project, the single Participating Bureau shall be responsible for disbursement to the Public Art Trust Fund.

2. Should Participating Bureaus share disbursement of funds towards completion of an Improvement Project, each Participating Bureau shall be responsible for disbursement to the Public Art Trust Fund.
ART ACQUISITION

§ 7.450 - DEFINITIONS.
For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

CONSTRUCTION PROJECT. Construction of a new building where the construction cost exceeds $1,000,000 and projects for the rehabilitation, renovation or improvement of existing County buildings or to premises leased by the County where the project construction cost exceeds $200,000.

CONSTRUCTION COST. The actual construction cost of a new building or a rehabilitation, renovation or improvement to an existing County building or premises leased by the County. Construction Cost does not include planning, architectural, engineering, consultant and administrative costs, costs for fees, permits, testing, inspections, interest paid during construction, advertising and legal fees and all other indirect costs. Construction Cost does not include the cost of furnishings for the new building.

§ 7.451 POLICY.
It is the policy of the county that each construction project shall have an appropriate display of art integrated into the project in order to provide a more beneficial atmosphere and energizing environment.

§ 7.452 FUNDING.
(A) Two percent of the construction cost of each construction project shall be set aside for the acquisition of art. The acquired art may be an integral part of the newly acquired building or property attached thereto or be capable of display in other public buildings or on other public property. Siting variances may be granted by the Board.

(B) The 2% set aside shall be allocated as follows: 1.26% for art; .54% to the Regional Arts and Culture Council for management and administration of the art; and .20% for use by the Regional Arts and Culture Council for maintenance costs of the commission's percent for art program.

§ 7.454 ADMINISTRATION.
The Regional Arts and Culture Council shall in its discretion administer the provisions of this sub-chapter relating to art acquisition and display.
§ 7.455 ADOPTION OF GUIDELINES.
The Regional Arts and Culture Council shall have the authority:
(A) To determine the cases in which it would be inappropriate to display art in a county building;
(B) To identify suitable art objects for county buildings;
(C) To encourage the preservation of ethnic cultural arts and crafts, including Pacific Northwest Indian arts;
(D) To facilitate the preservation of art objects and artifacts that may be displaced by a construction project;
(E) To prescribe a method or methods of competitive selection of art objects for display;
(F) To prescribe procedures for the selection, acquisition and display of art in county buildings; and
(G) To set forth any other matter appropriate to the administration of this subchapter.

(Ord. 1117, Amended, 08/07/2008; Ord. 971, Renum27.205, 12/20/2001, eff. 1/1/2002 and 7/1/2002 (for budget); '90 Code, § 11.90.050, 07/01/1998; Ord. 811, passed, 02/26/1995; Ord. 222, passed, 03/20/1980)

§ 7.456 REGIONAL ARTS AND CULTURE COUNCIL’S DECISION FINAL.
The decision of the Regional Arts and Culture Council as to the selection, acquisition, allocation and display of art objects shall be final.

(Ord. 1117, Amended, 08/07/2008; Ord. 971, Renum27.206, 12/20/2001, eff. 1/1/2002 and 7/1/2002 (for budget); '90 Code, § 11.90.060, 07/01/1998; Ord. 811, passed, 02/26/1995; Ord. 222, passed, 03/20/1980)
Visual Chronicle of Portland
Statement of Purpose

The Visual Chronicle of Portland is a city-owned collection of artworks on paper which seeks to portray the vitality of the city in its many aspects over time. The collection was initiated in 1984 at the urging of Dutch expatriate Portland artist, Henk Pander, who was inspired by Amsterdam’s Topographic Atlas, an archival collection of views of the city by Dutch artists which covers several centuries of history and adds new works each year. The Visual Chronicle of Portland also acquires new works each year, by means of a volunteer committee of artists, historians, and journalists and a very modest budget supplied by the city.

In May of 1992, the Visual Chronicle Committee met to reaffirm the following:

1. While the Metropolitan Arts Commission, in general, may collect works of Northwest artists in a variety of media, the Visual Chronicle Committee believes that this particular collection should be limited to works on paper of specific dimensions to ensure that works can be commissioned, stored and maintained within archival standards. As the collection grows, the works will be stored in flat files and framed for specific exhibitions.

2. The Visual Chronicle Committee members may serve two terms of three years each. Because of the long terms of the members -- unique among Metropolitan Arts Commission committees -- they tend to develop a strong and abiding interest in how the collection develops. This sort of commitment is extremely important to the long-term vitality of the collection, and it has meant that the collection grows with a great deal of forethought and reappraisal by committee members.

For example, new works are chosen by the committee on the basis of two criteria: the excellence of their execution and their "Portlandness." In the past, the latter has proved to be an elusive concept, subject to reinterpretation each time a selection process is undertaken. Questions typically revolve around the following issues: should a work show subject matter that is readily recognizable as being about the city -- including street signs, marquees, landmarks, and so forth -- or does it qualify simply by being within the confines of the city? Must the work always be representational or could abstract works also qualify? Does the limitation on media also limit, in a critical way, who will apply to the collection?

Another question involves the extent to which the committee prescribes what artists do in terms of the "themes" of their work. In the earliest years of the collection, it became clear there was a preponderance of architecture and landscapes and very little about the social and cultural life of the city. If this is to be a chronicle of the entire life of the city, it was felt, then portrayals of people should be encouraged. The committee decided to suggest
themes for each year's submissions: life in the workplace, gatherings of people, Portland's nightlife.

While this has been somewhat successful in getting works that have more social content than previously, there is still debate among committee members about how far this sort of encouragement should go; for instance, about whether the theme should be a rule or a suggested approach; also, must the works always deal with the theme, or would a work qualify if it didn't portray the theme but in all other respects was an exceptional candidate for inclusion.

The committee aspires to include in the collection works which capture the life of the city and reflect a unique point-of-view. Artistic vision is of utmost importance and the collection will hopefully include various art styles including those that are outside of the mainstream. The power of the collection is in its capacity to reflect the "Portlandness"--its continuity and longevity--and not just the prowess of any single work of art.

3. In the same way that the growth of the collection is thoughtfully considered by committee members, the Visual Chronicle's budget has deliberately been kept small. Originally it was hoped that a small budget would be spared from cutbacks in hard economic times and that it would encourage modest, carefully considered growth for the collection. A happy result of this process is that artists have come to regard the collection as a good one, one they want to be part of, and they have often done work for the Visual Chronicle for much less money than they usually get for their work.

4. Because of the archival nature of the collection and the lack of a permanent exhibition space, the committee has been very sensitive to the charge that the collection be more accessible. On the one hand, it's important to resist the idea of parceling pieces out to be used as decoration in city officials' offices. On the other hand, it is a publicly owned collection and, perhaps more than any other, is very much about the lives of citizens. To guard against trivializing the collection by parceling it out, the committee has determined that no fewer than five works be mounted in a place that is considered fairly central and for periods of three months or more. A show of the entire collection was held at the Oregon Historical Society on the Chronicle's fifth anniversary, and hopefully this will become a five-year tradition. This first major exhibition included a catalogue of excellent design and production, put together by one of the foremost book designers in the Northwest. The catalogue was undertaken, in large part, because of the relative inaccessibility of the collection. It was also seen as the best way, short of a permanent exhibition space, for Portland's citizens to "own" the Visual Chronicle.

It is the hope of this committee that as the Chronicle becomes a larger, more substantial collection that it will have one or more permanent exhibit spaces throughout the city. We intend to begin to draw up a 5-year plan for the collection shortly.
G. Public Art Mural Guidelines


H. Public Art Murals Program, As Adopted Report

http://www.portlandoregon.gov/bps/index.cfm?a=63845

I. Guidelines for Donations of Artwork

http://www.racc.org/sites/default/files/Pol%20%205%20Guidelines%20for%20Donation%20of%20Artwork.pdf

J. Deaccession Guidelines

Outgoing Loan Agreement
City of Portland and Multnomah County

**Borrower:** ________________________________

**Bureau:** ________________________________

**Contact Name:** ________________________________

**Phone:** ________________________________ **Email:** ________________________________

**Location:**

**Building Name:** ________________________________

**Floor/Room:** ________________________________

**Loan Begin Date:** ________________________________

(Please see Terms and Conditions for loan period)

<table>
<thead>
<tr>
<th>RACC#</th>
<th>Accession #</th>
<th>Artist</th>
<th>Title</th>
</tr>
</thead>
</table>

Please read and sign the last page of this agreement
Terms and Conditions

Loan Period
The Regional Arts & Culture Council (RACC), being the caretakers of artwork for the City of Portland and Multnomah County, will loan the listed artwork(s) to the Bureau (Borrower) with the stated Contact acting as the Authorized Agent. The artwork will be exhibited at the stated location for a period of at least 1 year for Portable Works or 6 months for the Visual Chronicle of Portland, and for a maximum of 5 years, at which time the loan may be extended if reasonable justification for not rotating the artwork exists and an extension is agreed upon by both parties.

RACC may cancel this loan for good cause at any time, and will give reasonable notice thereof. The Borrower may cancel the loan at any time after the stated display period, and agrees to give RACC one month’s notice thereof for the removal of the artwork. This Loan Agreement will expire when the artwork is retrieved by RACC.

Display and Placement
Artwork placement will be made in consultation with the Borrower but final positioning/installation is at the discretion of RACC’s Public Art Collections Staff. To the best of their ability, the Borrower will ensure that the artwork and the walls immediately adjacent to the artwork will not be cluttered with materials that compromise, visually impede, or diminish the artistic quality of the artwork in order to maintain the maximum benefit from the placement.

Care and Handling
RACC is responsible for the care of the artwork in the Public Art Collection. RACC’s Public Art Collections Staff is trained in the handling of artwork and are the only people authorized to move, install, and remove the artwork. The Borrower agrees to contact RACC at 503-823-5405 if the artwork must be moved for any reason, or is in need of cleaning or repair. If artwork is damaged due to unauthorized handling, the Borrower agrees to pay for repairs or replacement.

The Borrower will exercise reasonable care in the safeguarding of the artwork on loan. Artwork lent by RACC will remain in the condition in which it is received. The artwork will not be handled, moved, unframed, unglazed, or covered by the Borrower, unless it is necessary in an emergency situation to protect the artwork from damage.

To the best of their ability, the Borrower will ensure that no food or beverages will be consumed in close proximity to unglazed (not behind glass) artwork and that, if possible, lights located in areas with artwork are turned off when the area is not in use (e.g., offices or conference rooms). Smoking is prohibited in rooms where artwork is located.

Please read the Terms and Conditions stated above
I, being the Authorized Agent for the Borrower, agree to contact RACC as soon as I become aware that the artwork must be moved or is in need of repair, or if I am no longer the agency contact with RACC. I have read the terms and conditions of the loan and authorize their acceptance.

__________________________________________  ______________________________________
Signature of Authorized Agent                  Date

__________________________________________  ______________________________________
Signature of RACC Public Art Collections Staff  Date

Please keep a copy of this contract for your records
Incoming Loan Agreement

Lender:
Contact:
Phone:
E-Mail:
Address:

Period of Loan:

Artwork Description

Artist
Title, date
medium
dimensions

Fair market value: $ __________

Do you wish to maintain your own insurance? Y N

Credit line (exact form of lender's name for exhibition labels and publicity):

____________________________________
Conditions Governing Loans

1. The work of art on loan (the ‘work’) will remain in the possession of the Regional Arts & Culture Council (RACC) for the time specified in this agreement, but may be withdrawn at any time by the Lender. The work will be returned only to the Lender at the address shown in this agreement unless RACC is notified in writing.

2. In the case of a change of ownership, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to RACC.

3. RACC will exercise the same care with respect to the work as it does with comparable property of its own. Except in case of emergency, the work will not be cleaned, restored, or otherwise altered without the written consent of the Lender except when the safety of the work makes such action imperative, in which case the Lender will be notified immediately. The lender certifies that the work is in good condition and will withstand the ordinary strains of packing and transportation.

4. Costs of packing and transportation will be borne by RACC unless otherwise stated. Materials included in this loan will be packed for shipment by an experienced and competent packer. The Lender may choose to make arrangements for the return of the loan at the Lender’s expense, including insurance, by notifying RACC in writing 15 calendar days prior to the termination of the Loan Agreement.

5. RACC will insure the loaned items against all risks of physical loss or damage from any external cause subject to the standard exclusions during the period of this loan. Insurance will be placed for the work for the amount specified by the Lender which should reflect fair market value. In the event of an insurance claim, a professional art appraisal may be required at the Lender’s expense. Lender agrees that if the work is damaged, recovery will be limited to such amount as may be paid by the insurer.

6. If the Lender elects to maintain his/her own insurance, this will constitute a release of RACC from any liability in connection with the loaned property, and RACC can accept no responsibility for any error or deficiency in information furnished to the Lender’s insurers or for lapses in coverage. RACC must also be supplied with a certificate of insurance naming RACC as additional insured under the lender’s policy or waiving subrogation against RACC.

7. Unless notified in writing to the contrary, it is agreed that the Lender authorizes RACC to photograph and reproduce in any media the loan for archival, educational, and publicity purposes, including presentation on the RACC website (http://www.racc.org). Proper copyright and credit will be given on any photographic representation of loaned artwork.

I have read the conditions of the loan as stated above and authorize their acceptance.

_________________________________________  ___________________________
Signature of lender or authorized agent                      Date

_________________________________________  ___________________________
Signature of the authorized RACC agent                      Date
Conservation Record Form
Three-Dimensional Work of Art

To be completed by artist as addendum to contract.

Artist name:__________________________________________________________

Nationality:_______________________ Birth date:_____________________

Title of work:______________________________________________________

Date completed:____________________________________________________

Dimensions of work (h x w x d): __________________________ Purchase Price $_________

Name of consulting conservator:______________________________________

Please answer the following questions as completely as possible. The information will assist us if the artwork should need future conservation.

CONCEPTUAL INFORMATION

Please provide a brief statement for the artwork, including subject/source of inspiration. This information will be used on the wall label for the artwork.
MATERIALS / TECHNIQUE (Supply brand names of materials used when possible.)

1. Principal materials used in fabrication; describe in detail (i.e. specific metal, brand name, source, or manufacturer, etc.):

2. Other materials used (i.e., screws, nails, glue, armatures, etc.):

3. If applicable, describe any electrical components used, their operation and supplier:

4. Preliminary work methods (i.e. drawings, smaller models, etc.):

5. Equipment used in construction:

6. Final working methods, describe in detail (i.e. cast, welded, carved, modeled, thrown, assembled, etc.):

7. Describe how the final surface/patina was achieved:

8. Protective coating (method of application):

9. Where was work completed? (i.e., name of studio, foundry, etc.):

   Date work completed:

   How long was work in process?
INSTALLATION

1. Are there any special installation considerations (i.e. viewing height, measured distance from relative objects, etc.)?

2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. If this artwork is comprised of more than one element, which is physically separated, please describe each element and where it is located (provide photograph, sketch or map):

EXTERNAL FACTORS

1. Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken (e.g., direct sunlight, extremes of annual rain or snowfall, temperature, air moisture or dryness, acidity of rainfall, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic; animal interaction with artwork - potential for nesting, droppings, etc.; human interaction with artwork- touching, sitting, climbing, vandalism):

DESIRED APPEARANCE

1. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the agency should strive in order to maintain the artist’s intent (e.g. matte rather than glossy luster, color of patina). What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?

2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site, which, if altered, would significantly alter the intended meaning, and/or appearance of the work:

MAINTENANCE / CONSERVATION INSTRUCTIONS

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (with observations regarding permanency/durability of materials and techniques):

1. Routine maintenance (e.g., removal of dust, dirt; maintenance of protective surfaces; tightening, adjusting, oiling; etc.):
2. Cyclical maintenance (less frequent and more extensive preventive measures, e.g., disassembly and inspection; reapplication of protective sealers; repainting; etc.):

3. What is the expected life span of this artwork?

SPECIAL CONSIDERATION

Provide detailed information about the artwork if it includes any electrical, mechanical, other unique or contemporary materials:

1. Are there any electrical components (lights, motors, transformers, photovoltaic, etc), mechanical (bearings, springs, universal joints, etc), or unique materials (resins, plastics, expanded polystyrene, etc):

2. Please provide detailed schematics of electrical components or mechanical drawings and names of manufacturers as well as detailed information of where the these components were purchased:

3. How often and in what ways should these components be maintained (tighten connections, replace bulbs, check timers, replace batteries, etc):

4. Provide any other pertinent information for the care of the these components as well as location of electrical power disconnect, if applicable:

Any other comments or information that you would like to offer regarding the creation and preservation of this work of art would be greatly appreciated (attach sheet).

Please provide photo credit/s for all images of the artwork given to RACC:

________________________________________________________________________

TO BE COMPLETED BY AGENCY

Condition of artwork at time of acquisition: □ Excellent □ Good □ Fail □ Poor

________________________________________________________________________

Artist Signature __________________________ Date __________________________

________________________________________________________________________

Agency Signature __________________________ Date __________________________
Design Phase Conservation Evaluation

As part of all contracts for City of Portland/Multnomah County Percent for Art projects, artists are required to complete this form in consultation with a professional art conservator. Consulting with a conservator regarding elements in the design process of outdoor sculpture can result in less costly and more effective maintenance after the work is installed. This form is for those sculptures intended to endure for at least 20 years.

Date: ____________________________________________
Artist: ____________________________________________
Conservator: _______________________________________
Project: ____________________________________________
Location: ___________________________________________

Checklist for discussion/approval:

☐ Site
Long term survival of outdoor sculpture will be affected by use of the site, adjacent buildings, trees, roads, playgrounds, ponds, etc.
☐ Site appropriate for artwork
☐ Conservator recommendations

☐ Materials & Design
Materials and coatings should be selected based on their ability to survive environmental conditions that include chemical pollutants, soot from automobiles, buses, or local industries, sunlight exposure, abrasive wind-blown dusts, graffiti.

☐ Foundation/footings
☐ accepted as designed
☐ conservator recommendations (attach recommendations if appropriate)

☐ Structural materials
☐ accepted as designed
☐ conservator recommendations (attach recommendations if appropriate)

☐ Surface materials
☐ accepted as designed
☐ conservator recommendations (attach recommendations if appropriate)

We are in agreement with the above recommendations.

Artist’s signature _____________________________ Date __________

Conservator’s signature __________________________ Date __________
ART SALES AGREEMENT

This Art Sales Agreement (hereinafter the "Agreement") is made this ________ day of ________, 2012 between:

Regional Arts & Culture Council
411 NW Park Avenue, Suite 101
Portland, Oregon 97209

and

Name
Address
Portland, OR Zip

WHEREAS, ARTIST is in the business of creating and selling ARTWORK, and has created the following pieces of art:

<table>
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<tr>
<th>Title</th>
<th>Dimensions</th>
<th>Value</th>
</tr>
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</tbody>
</table>

(hereinafter the ARTWORK); and

WHEREAS, the Regional Arts & Culture Council (RACC) has entered into an agreement with the County of Multnomah (COUNTY) to select and purchase artworks; and to monitor contracts to create and install works of art in designated CITY and COUNTY buildings; and

WHEREAS, pursuant to the agreement with the COUNTY, RACC is purchasing the ARTWORK for the Portable Works Collection;

It is hereby agreed and acknowledged that

1. Purchase Price. The purchase price for the ARTWORK is as stated above.

2. Payment. Payment will be made upon receipt of the invoice and properly completed documentation; RACC is in receipt of ARTWORK.

3. Ownership. The ARTWORK created under this agreement shall be the property of the COUNTY.

4. Artist’s Warranty. ARTIST warrants to RACC that ARTIST is the owner of the ARTWORK, that the ARTWORK is free and clear of all encumbrances and that ARTIST has good right to sell the ARTWORK. ARTIST further warrants that the ARTWORK is original to ARTIST and does not infringe on any third party’s copyrights or other intellectual property rights.

5. Copyright and Exclusive License. ARTIST will grant a non-exclusive license to RACC to copy or reproduce the ARTWORK for all standard collection purposes including specifically (but not limited to): exhibition and collections catalogues, RACC website, handouts, brochures, didactic labels, magazines, journals, and newspapers; to transmit or otherwise communicate a display thereof by means of any device or process (examples include but are not limited to film, television,
and mobile technology) and to authorize others to do the same, but only on the condition that all such reproductions of said ARTWORK bear a copyright notice as prescribed by the Copyright Law of the United States. This non-exclusive license, which DOES NOT transfer ownership of copyright to RACC will endure for the entire term of the copyright in and to said ARTWORK (to the extent permissible under the copyright laws of the United States) and will survive all assignments of copyright.

In the event RACC wishes to use the ARTWORK for commercial purposes, RACC will contact ARTIST so that a separate agreement may be negotiated.

6. Copyright Claims. ARTIST hereby agrees that ARTIST shall give RACC written notice prior to asserting any claim pertaining to the specific ARTWORK referenced herein which may arise pursuant to 17 U.S.C. § 101 et seq. (the “Copyright Law”), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists’ Rights Act. Upon receiving such notice, RACC shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.

7. Documentation. ARTIST will submit to RACC a completed CONSERVATION RECORD FORM provided by RACC.

8. Severability. If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

9. Governing Law/Venue. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be resolved exclusively in Portland, Multnomah County, Oregon.

Dated this ___ day of ___, 2012.

________________________________________________________
(ARTIST)

Social Security or Federal Tax ID number____________________

Regional Arts & Culture Council

________________________________________________________
Eloise Damrosch
Executive Director
DEED OF GIFT

Donor:  
Name:  
Address:  
Phone:  
Email:  

Object List:

<table>
<thead>
<tr>
<th>Artist</th>
<th>Title</th>
<th>Date</th>
<th>Medium</th>
<th>Dimensions</th>
<th>Value</th>
</tr>
</thead>
</table>


Donor irrevocably and unconditionally transfers and assigns to the City of Portland by way of gift all right, title, and interests in, to, and associated with the object(s) described herein subject to the policies listed below. Donor affirms that the Donor owns said object(s) and that to the best of the Donor’s knowledge he/she has good and complete right, title and interests to give.

Donor, being the owner of the copyright in and to the mentioned object(s), does hereby acknowledge and to the extent necessary, authorize the City of Portland and the Regional Arts & Culture Council to copy or reproduce the said work(s) for all standard collection purposes including specifically (but not limited to): exhibition and collections catalogues, handouts, brochures, didactic labels, websites, magazines, journals, and newspapers; to transmit or otherwise communicate a display thereof by means of any device or process (examples include but are not limited to slides, film, and television); and to authorize others to do the same. This non-exclusive license, which does NOT transfer ownership of copyright to the City of Portland or the Regional Arts & Culture Council shall endure for the entire term of the copyright in and to said work(s) (to the extent permissible under the copyright laws of the United States) and shall survive all assignments of copyright.

**Policies**
Gifts to the City of Portland are considered outright and unrestricted donations and become the exclusive and absolute property of the City of Portland administered by the Regional Arts & Culture Council.

The Regional Arts & Culture Council reserves the right to determine when or how such material will be used. All donations may be exhibited, loaned, studied, stored, retained, or disposed of in the best interests of the City of Portland.

**Credit Line**
Donor wishes that this gift be identified to the public and in the records of the Regional Arts & Culture Council as (example: Gift of Donor name):

______________________________

I/We have read and agree to the policies and conditions of this Deed of Gift:

Donor_________________________________________ Date____________________

Accepted by the Regional Arts & Culture Council:

By_________________________________________ Date____________________

Please read, sign and return both copies to:
Public Art Collections Registrar
Regional Arts & Culture Council
411 NW Park Ave., Suite 101
Portland, OR 97209

If approved, a counter-signed original copy will be mailed to you.
AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART

This Agreement is between the Regional Arts & Culture Council (RACC) and (ARTIST).

RECITALS: The Regional Arts & Culture Council has been designated by the City of Portland (CITY) to select art works and to monitor contracts to create and install works of art in designated CITY buildings.

ARTIST has been selected to create and install the artwork hereinafter described and referred to as "WORK".

AGREEMENT

1) SCOPE OF CONTRACTOR SERVICES

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit B and the following description and specifications:

Description of Work:

Name/Location of Public Art Project:

Location of Work of Art:

Type of Work:

Design, Dimensions, Materials, Installation:

Date for completion of work:

2) EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of ___________, and shall terminate as of ______________.

3) COMPENSATION

The total compensation for this project is ________ as provided in Exhibit A. This shall constitute full compensation for all work, permits, inspections and insurance required to complete the project.

4) INDEPENDENT CONTRACTOR STATUS

(A) The ARTIST is engaged as an independent contractor and is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances and for payment of any federal, state and local taxes and fees due on or as a result of any payments to ARTIST by RACC.

(B) The ARTIST (and ARTIST’s subcontractors and employees, if any) are not employees of RACC or the City of Portland (CITY) and are not eligible for any benefits through RACC or the CITY, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

(C) The ARTIST is free from the direction and control over the means and manner of creating the Work of Art, subject only to the right of RACC to specify the desired results.
(D) The ARTIST or ARTIST’s subcontractors will furnish the tools or equipment necessary for the creation of the artwork;

(E) The ARTIST has the authority to hire and fire employees and subcontractors to perform work on the Work of Art; and

(F) As specified herein, payment for ARTIST’s labor or services is to be made upon completion of the performance of specific portions of the project.

5) ASSIGNMENT
ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of RACC.

6) OWNERSHIP OF WORK/NON-EXCLUSIVE LICENSE/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

(A) OWNERSHIP. The WORK created under this agreement shall be the property of the CITY.

(B) COPYRIGHT. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with ARTIST.

(C) ARTIST shall grant a non-exclusive license to RACC to copy or reproduce the ARTWORK for all standard collection purposes including specifically (but not limited to): exhibition and collections catalogues, RACC website, handouts, brochures, didactic labels, magazines, journals, and newspapers; to transmit or otherwise communicate a display thereof by means of any device or process (examples include but are not limited to slides, film, and television) and to authorize others to do the same, but only on the condition that all such reproductions of said ARTWORK bear a copyright notice as prescribed by the Copyright Law of the United States. This non-exclusive license, which DOES NOT transfer ownership of copyright to RACC shall endure for the entire term of the copyright in and to said ARTWORK (to the extent permissible under the copyright laws of the United States) and shall survive all assignments of copyright.

In the event RACC wishes to use the ARTWORK for commercial purposes, RACC shall contact ARTIST so that a separate agreement may be negotiated.

ARTIST hereby agrees that ARTIST shall give RACC written notice prior to asserting any claim pertaining to the specific ART WORK referenced herein which may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act.

(E) CREDITS. The ARTIST also agrees that photographic reproductions of the WORK made by ARTIST for publicity purposes shall refer to the fact that the WORK is installed at [SITE] under the CITY Percent for Public Art Program, administered by RACC.

(G) DEACCESSION OR RESITING PROCEDURE. The ARTIST agrees and acknowledges that should the deaccessioning or resiting of the WORK become necessary at any point, the CITY shall proceed with deaccessioning or resiting pursuant to guidelines approved by RACC. A copy of the guidelines may be obtained from RACC’s website at www.racc.org

7) DELIVERY AND INSTALLATION. Upon acceptance of WORK in manner described in Exhibit A, ARTIST shall deliver and install WORK in good condition as specified in Exhibits A and B.

8) WARRANTY, LOSS OR DAMAGES.

(A) ARTIST warrants that the work is and will be the original product of ARTIST’s own creative efforts and does not infringe on any third party’s copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from subcontracting certain processes as described in Exhibit B. The artist may subcontract portions of the work upon prior written consent from RACC.

(B) ARTIST warrants for a period of _____ from the date of acceptance by RACC of the WORK that the WORK shall be free from defects in material and workmanship. RACC shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than 45 days after its completion.
ARTIST Contract/ page 3

ARTIST shall repair or replace at RACC's discretion and at no additional cost to RACC or the CITY any portion of the WORK that is found to be defective during the warranty period. RACC agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.

(C) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST.

(D) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to RACC or the CITY.

9) REPAIR. With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10) NON-DESTRUCTION/ALTERATION. RACC and the CITY agree not to purposefully destroy or significantly alter, modify or otherwise change the WORK. If any significant alteration occurs after the receipt of the WORK by RACC, the ARTIST has the right to request that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at RACC’s expense.

11) MAINTENANCE. RACC shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation. In performing these functions, RACC shall be guided by the ARTIST’S intent as set forth in the Conservation Record Form.

12) TERMINATION BY MUTUAL AGREEMENT. RACC and ARTIST, by mutual written agreement, may terminate this Agreement at any time on any mutually agreeable terms.

13) TERMINATION BY RACC. RACC may terminate this Agreement upon 30 days written notice to ARTIST without cause and in its sole discretion. In the event RACC terminates the Agreement without cause ARTIST shall have the right to retain all amounts already paid by RACC and RACC shall pay to ARTIST an additional amount reasonably determined to compensate artist for all work performed prior to the effective date of the termination, to the extent that such work was not already covered by the amounts already paid by RACC to ARTIST.

14) TERMINATION UPON BREACH. Either party may terminate this Agreement upon seven (7) days’ written notice to the other party of a material breach of any duty, obligation or service required pursuant to this Agreement, if such material breach is not cured by the breaching party within ten (10) days after the written notice by the non-breaching party describing the breach.

(A) If RACC terminates this Agreement due to Artist’s material breach and failure to cure (except where caused by death, incapacitation or force majeure) ARTIST shall return to RACC all funds provided by RACC in excess of expenses already incurred. At RACC’s discretion all of ARTIST’s work product will be retained by RACC and will become the City’s property. RACC shall have the right to have the Artwork completed, fabricated, executed, delivered and installed. However, ARTIST shall retain the copyright in the Artwork. Upon notice of breach and termination, ARTIST shall cease all services affected.

(B) RACC may reject WORK and require that it be redone if, in RACC’s good faith judgment, the WORK is not in conformance with the project specifications agreed upon by ARTIST and RACC. RACC will accept the finished WORK when, in RACC’s good faith judgment, the finished WORK conforms sufficiently to specifications. RACC reserves the right to reject any portion of the WORK outright if, in RACC’s good faith judgment, the WORK cannot be brought into satisfactory conformance. RACC’s good faith determination that the WORK is not in conformance with the project specifications or cannot be brought into satisfactory conformance is not a material breach of this Agreement.

(C) If Artist terminates this Agreement due to a material breach and failure to cure by RACC, RACC shall promptly compensate ARTIST for all services performed by ARTIST prior to the date of termination, consistent with the schedule of payments set forth in Exhibit A. ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which ARTIST has been compensated to date. ARTIST shall retain possession and title to ARTIST’s work product already prepared and submitted or prepared for
submission to RACC by ARTIST prior to the date of termination. Upon notice of breach and termination, ARTIST shall cease all services affected.

(D) In the event ARTIST is unable to complete this Agreement due to death, incapacity or force majeure, such inability to complete the Agreement will not be deemed a material breach of this Agreement. In the event of Artist’s incapacity or death RACC shall pay ARTIST (or ARTIST’s estate) for all work performed by Artist prior to ARTIST’s death or incapacitation. ARTIST’s work product created up to that point shall become RACC’s property and RACC may elect to have the Artwork completed, fabricated, executed, delivered and installed. However, the artwork may not be represented to be the work of ARTIST without the consent of ARTIST or ARTIST’s estate. If the artwork is represented to be the artwork of ARTIST, ARTIST shall retain any copyright.

14) **INDEMNIFICATION.** The ARTIST shall hold harmless, defend, and indemnify the CITY, the RACC, and their officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST’s work or any subcontractor's work under this agreement. RACC shall hold harmless, defend, and indemnify ARTIST and ARTIST’s officers, agents and employees, against all claims, demands, actions and suits (including attorney fees and costs) arising from any tortious conduct by RACC.

15) **LIABILITY INSURANCE**

The ARTIST shall or shall cause its subcontractor to maintain public liability and property damage insurance that protects the ARTIST, its subcontractor, the CITY, RACC and their officers, agents, and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the ARTIST's or the subcontractor's work under this Agreement. The insurance shall provide coverage for not less than $1,000,000 for personal injury to each person, $1,000,000 for each occurrence, and $1,000,000 for each occurrence involving property damages; or a single limit policy of not less than $2,000,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY, RACC and their officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds of the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the RACC Director of Operations. If the insurance is canceled or terminated prior to completion of the contract, ARTIST shall provide or cause its subcontractor to provide a new policy with the same terms. ARTIST agrees to maintain or cause its subcontractor to furnish the CITY and RACC with a certificate of insurance evidencing such insurance coverage promptly following a request therefore.

16) **WORKERS’ COMPENSATION INSURANCE**

(A) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit C, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement, to the extent required by law.

(B) In the event the ARTIST’s workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide RACC such further certification of worker’s compensation insurance as renewals of said insurance occur.

17) **BUSINESS LICENSE.** If the ARTIST grosses more than $50,000 or more in one tax year within the City of Portland or Multnomah County as an independent contractor, ARTIST shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this agreement. ARTIST shall provide a business license number in the space provided at the end of this agreement.

18) **SEVERABILITY.** If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.
19) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

20) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this agreement shall be exclusively in Portland, Multnomah County, Oregon.

21) **ARBITRATION.** Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Multnomah. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

22) **ATTORNEY’S FEES.** In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney’s fees and court costs at arbitration, trial and/or on appeal.

23) **NONWAIVER.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

24) **AMENDMENTS.** Any amendment to this Agreement must be made in writing and signed by both parties.

25) **NOTICES.** All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such other address that a party shall specify. If the ARTIST fails to notify the RACC of his/her current address, notice shall be deemed sufficient if the RACC mails notice to the last known address of the ARTIST even if such notice is returned unopened to RACC.
PAYMENT PROVISIONS. RACC shall pay the ARTIST a fixed fee of $_________ which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this agreement. These payments are based on completion of WORK and inspection and acceptance by RACC for conformance with project specifications.

Such fee shall be paid in installments as follows and upon receipt of appropriate invoice from ARTIST:

1st payment: $                to be paid upon execution of this contract by all parties

2nd payment: $                 to be paid upon completion of one half of the project as determined by the Artist and RACC

3rd payment: $                 to be paid upon completion of all work by the Artist, including installation and final acceptance of the project by RACC.

4th payment: $ 5% of contract to be paid upon receipt of all final documentation

ARTIST will notify RACC of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the ____ payment.

ARTIST will notify RACC at least 72 hours prior to the date upon which installation of the WORK commences.

ACCEPTANCE. Representatives of RACC shall inspect ARTIST’s progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when RACC representatives and the ARTIST certify WORK has been performed.

RACC shall conduct its inspection at the conclusion of fabrication upon receipt of proper documentation and shall indicate its acceptance or rejection within three days thereof.

ARTIST shall be paid no later than 30 days from the time of RACC’s acceptance of invoice according to payment schedule above.

RACC may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and RACC. RACC will accept the finished WORK when it conforms sufficiently to specifications. RACC reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.
EXHIBIT B

The ARTIST has been commissioned based upon a design submitted for _________________. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of RACC, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

ARTIST SHALL:

1) Where appropriate, present drawings to a qualified engineer(s), licensed by the State of Oregon and paid by the ARTIST, for certification that the Artwork will be of adequate structural, mechanical and/or electrical integrity and the ARTIST shall provide RACC with such certification.

2) Secure any and all required licenses, permits and similar legal authorizations at the ARTIST’s expense as may be necessary for the installation of the WORK at the Site.

3) Where appropriate, as required by RACC and at RACC’s expense, present the design to a qualified conservator, who will submit a report to RACC regarding materials, fabrication methods and proposed maintenance of the WORK.

4) Design and fabricate the WORK in accordance with the ARTIST’s model and subsequent discussions between the ARTIST, RACC, the CITY and representatives of the project site.

5) Deliver and install the WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK in good condition when installation is complete.

6) Complete a “Conservation Record Form” provided by RACC that describes the concept and installation, materials and fabrication methods used in WORK,

7) Provide RACC with proper documentation to be agreed upon with the project manager but including a minimum of:
   • For two-dimensional work: 1 digital image formatted at 400dpi @2400 x 1800 pixels.
   • Site specific two-dimensional work: 1 digital image formatted at 400dpi @2400 x 1800 pixels.
   • For three-dimensional work: 3 digital images of 3 different views and 2 digital images of 2 details formatted at 400 dpi @2400 x 1800 pixels.

Final payment shall be withheld until documentation is received in a manner acceptable to RACC and the CITY.

SIGNATURES

<table>
<thead>
<tr>
<th>ARTIST</th>
<th>REGIONAL ARTS &amp; CULTURE COUNCIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name: Eloise Damrosch, Executive Director</td>
</tr>
<tr>
<td>Address</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Phone</td>
<td>Date: __________________________</td>
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</tbody>
</table>
Deaccession Worksheet

Object Summary

RACC#: 
Artist: 
Title: 
Date: 
Medium: 
Collection: 
Value: 
Date: 
Date Acquired: 
Owned by: 

Does the RACC have the legal right to deaccession and dispose of this artwork: Yes No 
Has the artist been notified: Yes No If not, why: ________________________________

Reasons for Deaccession

One or more of the deaccessioning criteria outlined in the Collections Management Policy must be met. Please explain in detail the reason the object has been recommended for deaccession and provide photographic documentation.
**Artist comments** (please attach any correspondence or documentation if applicable):

---

**Disposition**

Please describe the recommended method of disposal:

---

**PAAC comments:**

---

**Final method as approved by the PAAC** (please give as many details as possible):

---

**Approval**

Date completed:

Date approved by:  Deaccession Subcommittee: ____________
                  Public Art Advisory Committee: ____________
                  RACC Board: ____________

If the recommendation to deaccession was declined, please explain why:

---

Completed by:

____________________________  __________________________
Signature  Date

Print Name and Title