

EXHIBIT "A"

148979

AGREEMENT FOR SERVICES

PARTIES:

THE CITY OF PORTLAND, OREGON, City Hall, 1220 S. W. Fifth Avenue, Portland, Oregon 97204 (City).

F. CHARLES HUBBARD, who shall be contacted through F. Charles Hubbard, 1232 S. W. Jefferson, #403, Portland, Oregon 97201, 224-9722 (Contractor).

RECITALS:

1. Multnomah County and the City of Portland have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multnomah County. The Commission has recommended to the County and the City that the services under this agreement will aid in promoting the arts.
2. F. Charles Hubbard (Contractor) presents itself to the City as an individual which provides quality dance presentations and represents that it has the experience and expertise to provide for the City a series of dance performances.
3. City desires to engage such services in order to provide cultural enrichment opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE:

Contractor shall:

1. Provide 5 dance performances for children, free to the public.
2. Publicize and make known to the public that the dance concerts are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of March, 1980
and continues through the 30th day of June, 1980.

COMPENSATION AND METHOD OF PAYMENT:

1. Such amounts as may become due to the Contractor by the City because of this contract shall be paid upon receipt by the City of a timely and properly executed requisition and report package as required. All payments are subject to post audit. Total payment shall not exceed \$ 1,000.
2. Upon receipt by the City of such a requisition and report package, the Contractor shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder to date.
3. Payment schedule: The Contractor shall be reimbursed _____
on a monthly basis _____

in accordance with Exhibit "A".

GENERAL PROVISIONS

Contractor shall:

1. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases, and verbal announcements.
2. Coordinate time and place of performance(s) with the Metropolitan Arts Commission in writing in advance of the project.
3. Shall cooperate with the evaluation and monitoring by the City and shall furnish a final report to the Metropolitan Arts Commission concurrently with the submission of the final invoice.
4. Subject to efficient delivery of all services under this contract, the Contractor can, whenever necessary, amend the operating budget in Exhibit "A", provided that the full cost does not exceed the amount stated in this contract, and provided that prior approval of any amendment to the budget by the City Commissioner in charge has been secured in writing. Such budget modification shall not be valid and shall not authorize expenditures until the original thereof, approved by the Contractor and the Commissioner in charge, has been filed with the contract in the Office of the City Auditor.

TERMINATION:

This contract may be cancelled by either party upon giving thirty (30) days written notice for any willful failure or refusal on the part of either party to perform faithfully the contract according to its terms.

In such event all finished or unfinished documents, data, studies, drawings, maps, models, photographs, reports or other items, materials, or documents prepared by the Contractor under this contract shall at the option of the City become its property and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

ASSIGNABILITY:

The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract without prior written consent of the City.

LEGAL PROVISIONS:

1. The Contractor shall make payment promptly as due to persons supplying services for the prosecution of the work provided under this contract.
2. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor furnished.
3. The term "Approved by the City" means the written approval of the Commissioner in Charge.
4. In performance of this agreement, the Contractor agrees not to make any expenditures unless such expenditures are provided for in the budget (Exhibit "A").
5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Affairs

F. CHARLES HUBBARD

BY _____

Approved as to form:

_____ Title
City Attorney

148979

EXHIBIT "A"

BUDGET

5 dance concerts @ \$200 ea - - - \$1,000

TOTAL \$1,000

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

THE CITY OF PORTLAND, OREGON, City Hall, 1220 S. W. Fifth Avenue, Portland, Oregon 97204 (City).

MARY MARGARET DUNDORE, who shall be contacted through Mary Margaret Dundore, 1126 N. E. Imperial Avenue, Portland, Oregon 97232, 283-7258 (Contractor).

RECITALS:

1. Multnomah County and the City of Portland have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multnomah County. The Commission has recommended to the County and the City that the services under this agreement will aid in promoting the arts.
2. Mary Margaret Dundore (Contractor) presents itself to the City as an individual which provides vocal music presentations and represents that it has the expertise to provide for the City a series of concerts.
3. City desires to engage such services in order to provide cultural enrichment opportunities to the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide 6 vocal concerts, free to the public.
2. Publicize and make known to the public that these concerts are taking place.

TERMINATION:

This contract may be cancelled by either party upon giving thirty (30) days written notice for any willful failure or refusal on the part of either party to perform faithfully the contract according to its terms.

In such event all finished or unfinished documents, data, studies, drawings, maps, models, photographs, reports or other items, materials, or documents prepared by the Contractor under this contract shall at the option of the City become its property and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

ASSIGNABILITY:

The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract without prior written consent of the City.

LEGAL PROVISIONS:

1. The Contractor shall make payment promptly as due to persons supplying services for the prosecution of the work provided under this contract.
2. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor furnished.
3. The term "Approved by the City" means the written approval of the Commissioner in Charge.
4. In performance of this agreement, the Contractor agrees not to make any expenditures unless such expenditures are provided for in the budget (Exhibit "A").
5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Affairs

MARY MARGARET DUNDORE

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

| | |
|---------------------------------|---------------|
| Preparation and Scheduling..... | \$ 380. |
| 6 concerts @ \$200 each..... | <u>1,200.</u> |
| TOTAL | \$1,580. |

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

THE CITY OF PORTLAND, OREGON, City Hall, 1220 S. W. Fifth Avenue,
Portland, Oregon 97204 (City).

ERIC FUNK, who shall be contacted through Eric Funk, 3004 S. W.
Bennington Dr., Portland, Oregon 97204, 241-8679 (Contractor).

RECITALS:

1. Multnomah County and the City of Portland have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multnomah County. The Commission has recommended to the County and the City that the services under this agreement will aid in promoting the arts.
2. Eric Funk (Contractor) presents itself to the City as an individual which provides musical presentations and represents that it has the experience and expertise to provide for the City a series of concerts.
3. City desires to engage such services in order to provide cultural enrichment opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE:

Contractor shall:

1. Provide 2 concerts, free to the public. The concerts will consist of original music performed by the composers.
2. Publicize and make known to the public that these concerts are taking place.

TIME OF PERFORMANCE:

148972

This agreement commences as of the 1st day of February, 1980
and continues through the 1st day of June, 1980.

COMPENSATION AND METHOD OF PAYMENT:

1. Such amounts as may become due to the Contractor by the City because of this contract shall be paid upon receipt by the City of a timely and properly executed requisition and report package as required. All payments are subject to post audit. Total payment shall not exceed \$ 1,750.
 2. Upon receipt by the City of such a requisition and report package, the Contractor shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder to date.
 3. Payment schedule: The Contractor shall be reimbursed _____
on a monthly basis

- in accordance with Exhibit "A".

GENERAL PROVISIONS

Contractor shall:

1. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases, and verbal announcements.
2. Coordinate time and place of performance(s) with the Metropolitan Arts Commission in writing in advance of the project.
3. Shall cooperate with the evaluation and monitoring by the City and shall furnish a final report to the Metropolitan Arts Commission concurrently with the submission of the final invoice.
4. Subject to efficient delivery of all services under this contract, the Contractor can, whenever necessary, amend the operating budget in Exhibit "A", provided that the full cost does not exceed the amount stated in this contract, and provided that prior approval of any amendment to the budget by the City Commissioner in charge has been secured in writing. Such budget modification shall not be valid and shall not authorize expenditures until the original thereof, approved by the Contractor and the Commissioner in charge, has been filed with the contract in the Office of the City Auditor.

TERMINATION:

This contract may be cancelled by either party upon giving thirty (30) days written notice for any willful failure or refusal on the part of either party to perform faithfully the contract according to its terms.

In such event all finished or unfinished documents, data, studies, drawings, maps, models, photographs, reports or other items, materials, or documents prepared by the Contractor under this contract shall at the option of the City become its property and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

ASSIGNABILITY:

The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract without prior written consent of the City.

LEGAL PROVISIONS:

1. The Contractor shall make payment promptly as due to persons supplying services for the prosecution of the work provided under this contract.
2. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor furnished.
3. The term "Approved by the City" means the written approval of the Commissioner in Charge.
4. In performance of this agreement, the Contractor agrees not to make any expenditures unless such expenditures are provided for in the budget (Exhibit "A").
5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Affairs

ERIC FUNK

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

| | |
|------------------------------|----------|
| 2 concerts @ \$875 each..... | \$1,750. |
| | <hr/> |
| TOTAL | \$1,750. |

EXHIBIT "D"

AGREEMENT FOR SERVICES

PARTIES:

THE CITY OF PORTLAND, OREGON, City Hall, 1220 S. W. Fifth Avenue,
Portland, Oregon 97204 (City).

AUSTIN GRAY, who shall be contacted through Austin Gray, 2735 N. E.
Weidler, Portland, Oregon 97232, 224-2323 (Contractor).

RECITALS:

1. Multnomah County and the City of Portland have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multnomah County. The Commission has recommended to the County and the City that the services under this agreement will aid in promoting the arts.
2. Austin Gray (Contractor) presents itself to the City as an individual which provides music concerts and represents that it has the experience and expertise to provide for the City 2 vocal presentations.
3. City desires to engage such services in order to provide cultural enrichment opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE:

Contractor shall:

1. Provide 2 vocal concerts, free to the public.
2. Publicize and make known to the public that these concerts are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 15th day of March, 1980
 and continues through the 15th day of June, 1980.

COMPENSATION AND METHOD OF PAYMENT:

1. Such amounts as may become due to the Contractor by the City because of this contract shall be paid upon receipt by the City of a timely and properly executed requisition and report package as required. All payments are subject to post audit. Total payment shall not exceed \$ 1,060.00.
 2. Upon receipt by the City of such a requisition and report package, the Contractor shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder to date.
 3. Payment schedule: The Contractor shall be reimbursed \$530.00 following each concert.

- in accordance with Exhibit "A".

GENERAL PROVISIONS

Contractor shall:

1. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases, and verbal announcements.
2. Coordinate time and place of performance(s) with the Metropolitan Arts Commission in writing in advance of the project.
3. Shall cooperate with the evaluation and monitoring by the City and shall furnish a final report to the Metropolitan Arts Commission concurrently with the submission of the final invoice.
4. Subject to efficient delivery of all services under this contract, the Contractor can, whenever necessary, amend the operating budget in Exhibit "A", provided that the full cost does not exceed the amount stated in this contract, and provided that prior approval of any amendment to the budget by the City Commissioner in charge has been secured in writing. Such budget modification shall not be valid and shall not authorize expenditures until the original thereof, approved by the Contractor and the Commissioner in charge, has been filed with the contract in the Office of the City Auditor.

TERMINATION:

This contract may be cancelled by either party upon giving thirty (30) days written notice for any willful failure or refusal on the part of either party to perform faithfully the contract according to its terms.

In such event all finished or unfinished documents, data, studies, drawings, maps, models, photographs, reports or other items, materials, or documents prepared by the Contractor under this contract shall at the option of the City become its property and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

ASSIGNABILITY:

The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract without prior written consent of the City.

LEGAL PROVISIONS:

1. The Contractor shall make payment promptly as due to persons supplying services for the prosecution of the work provided under this contract.
2. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor furnished.
3. The term "Approved by the City" means the written approval of the Commissioner in Charge.
4. In performance of this agreement, the Contractor agrees not to make any expenditures unless such expenditures are provided for in the budget (Exhibit "A").
5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Affairs

AUSTIN GRAY

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

| | |
|------------------------------|-------------|
| 2 CONCERTS @ \$530 each..... | \$1,060.00 |
| | <hr/> |
| TOTAL | \$1,060.00. |

ORDINANCE NO. **148979**

An Ordinance authorizing an agreement with F. Charles Hubbard at a cost of \$1,000 to provide 5 dance performances; with Mary Margaret Dundore at a cost of \$1,580 to provide 6 vocal concerts; with Eric Funk at a cost of \$1,750 to provide 2 concerts; with Austin Gray at a cost of \$1,060 to provide 2 vocal concerts, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the City of Portland and Multnomah County have established the Metropolitan Arts Commission in order to promote and encourage public programs to further the development and public awareness of, and interest in, the performing and visual arts.
2. That F. Charles Hubbard is an individual who provides quality dance performances and represents that he has the experience and expertise to provide for the City two dance performances and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That Mary Margaret Dundore is an individual which provides quality vocal presentations and represents that it has the expertise to provide for the City a series of concerts and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That Eric Funk is an individual who provides quality musical presentations and represents that he has the experience and expertise to provide the City two concerts and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That Austin Gray is an individual who provides quality vocal concerts and represents that it has the experience and expertise to provide for the City two vocal concerts and Exhibit "D" is an appropriate form of agreement for said purpose.

NOW, THEREFORE, The Council directs:

- a. The Mayor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" with F. Charles Hubbard, 1232 S. W. Jefferson, #403, Portland, Oregon 97201, Attention: F. Charles Hubbard; with Mary Margaret Dundore, 1125 N. E. Imperial Avenue, Portland, Oregon 97232, Attention: Mary Margaret Dundore; with Eric Funk, 3004 S. W. Bennington Dr., Portland, Oregon 97204, Attention: Eric Funk; with Austin Gray, 2735 N. E. Weidler, Portland, Oregon 97232, Attention: Austin Gray.

ORDINANCE No.

- b. The Mayor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" for F. Charles Hubbard in an amount not to exceed \$1,000, Exhibit "B" for Mary Margaret Dundore in an amount not to exceed \$1,580, Exhibit "C" for Eric Funk in an amount not to exceed \$1,750, Exhibit "D" for Austin Gray in an amount not to exceed \$1,060; all to be charged to Metropolitan Arts Commission (37500020) Miscellaneous Services (260).

Section 2. The Council declares that an emergency exists because a delay in proceeding with the contracts may unnecessarily deprive the citizens of Multnomah County and the City of Portland of the services being provided; therefore, this Ordinance shall be in force and effect after its passage by the Council.

ORDINANCE NO. 148979

DEC 21 1979

Passed by the Council, **JAN 2 1980**

Commissioner Schwab
 December 24, 1979
 Emily Carpenter:eb
 37500020/260

Richard Schwab
 PRESIDENT OF THE COUNCIL AND ACTING
 Mayor of the City of Portland

Attest:

George Fickman
 Auditor of the City of Portland

Calendar No. 19

ORDINANCE No. 148979

Title

An Ordinance authorizing an agreement with F. Charles Hubbard at a cost of \$1,000 to provide 5 dance performances; with Mary Margaret Dundore at a cost of \$1,580 to provide 6 vocal concerts; with Eric Funk at a cost of \$1,750 to provide 2 concerts; with Austin Gray at a cost of \$1,060 to provide 2 vocal concerts, and declaring an emergency.

| THE COMMISSIONERS VOTED AS FOLLOWS: | | |
|-------------------------------------|------|------|
| | Yeas | Nays |
| Ivancie | 1 | |
| Jordan | 1 | |
| Lindberg | 1 | |
| Schwab | 1 | |
| McCready | | 1 |

| FOUR-FIFTHS CALENDAR | |
|----------------------|--|
| Ivancie | |
| Jordan | |
| Lindberg | |
| Schwab | |
| McCready | |

| |
|---------------------|
| INTRODUCED BY |
| Commissioner Schwab |

| |
|----------------------------|
| NOTED BY THE COMMISSIONER |
| Affairs <i>[Signature]</i> |
| Finance and Administration |
| Safety |
| Utilities |
| Works |

| |
|---|
| BUREAU APPROVAL |
| Bureau: Metropolitan Arts Commission |
| Prepared By: E. Carpenter:eb Date: 12/24/79 |
| Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required |
| Bureau Head: <i>[Signature]</i> Emily Carpenter |

| |
|----------------------------------|
| NOTED BY |
| City Attorney |
| City Auditor |
| City Engineer <i>[Signature]</i> |
| |
| |

Filed DEC 27 1979

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

[Signature]
Deputy