

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

PAUL BELLAM, who shall be contacted through Paul Bellam, 0319 S. W. Ridge Drive, Portland, Oregon 97219, 244-6207. (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. Paul Bellam (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 music 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 one free public concert, of "The Life and Music of Fritz Kreisler" in such a location as the Swann Auditorium of the Portland Art Association.
2. Publicize and make known to the public that the concert is taking place.
3. Provide 4 concerts aimed at senior citizens in such locations as community centers and senior centers.
4. Coordinate performances with community center officials.

TIME OF PERFORMANCE:

This agreement commences as of the 25th of January, 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 \$ 1,375.
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

PAUL BELLAM

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

1 public concert @ \$375.....	\$ 375
4 in-house concerts @ \$250.....	1,000
	<hr/>
TOTAL	\$1,375

EXHIBIT "B"
AGREEMENT FOR SERVICES

PARTIES:

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

CIRQUE PRODUCTIONS, INC., who shall be contacted through Delores
Rooney, 716 S. W. 16th Avenue, Portland, Oregon 97205, 227-3840
(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. Cirque Productions, Inc. (Contractor) presents itself to the City as an organization which provides dance performances and represents that it has the experience and expertise to provide for the City a series of dance 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 a series of 8 studio dance concerts.
2. Provide additional funds from the National Endowment for the Arts, private foundations, etc., in order to produce the concerts.
3. Publicize and make known to the public that these concerts are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of March, 1980 and continues through the 1st day of May, 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 at the completion of the project.

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

CIRQUE PRODUCTIONS, INC.

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

8 concerts @ \$125 each.....\$1,000

TOTAL \$1,000

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

ELIJUH MIROCHNIK, who shall be contacted through Elijah Mirochnik,
3319 S. W. 1st, Portland, Oregon 97201, 224-3984. (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. Elijah Mirochnik (Contractor) presents itself to the City as an individual which provides visual art and urban design presentations and represents that it has the experience and expertise to provide for the City a series of workshops.
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 three 1-day visual art/urban design workshops for public school children.
2. Culminate the workshop sessions with an exhibition of the work created by the children during the workshops.
3. Coordinate workshops and exhibit activities with school officials.

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

ELIJUH MIROCHNIK

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

3 1-day workshops @ \$175 each.....	\$ 525
1 exhibition.....	<u>111</u>
TOTAL	\$ 636

ORDINANCE NO. **149023**

An Ordinance authorizing an agreement with Paul Bellam at a cost of \$1,375 to provide five concerts; with Cirque Productions, Inc. at a cost of \$1,000 to provide eight concerts; with Elijah Mirochnik at a cost of \$636 to provide three workshops and one exhibition, 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 Paul Bellam is an individual who provides quality musical presentations and represents that he has the experience and expertise to provide for the City a series of music performances and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That Cirque Productions, Inc. presents itself to the City as an organization which provides dance performances and represents that it has the experience and expertise to provide for the City a series of dance concerts and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That Elijah Mirochnik is an individual who provides quality visual art and urban design presentations and represents that he has the expertise to provide for the City a series of workshops and Exhibit "C" 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 Paul Bellam, 0319 S. W. Ridge Drive, Portland, Oregon 97219, Attention: Paul Bellam; with Cirque Productions, Inc., 716 S. W. 16th Avenue, Portland, Oregon 97205, Attention: Delores Rooney; with Elijah Mirochnik, 3319 S. W. 1st, Portland, Oregon 97201, Attention: Elijah Mirochnik.
- b. The Mayor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A"

ORDINANCE No.

for Paul Bellam in an amount not to exceed \$1,375, Exhibit "B" for Cirque Productions, Inc. in an amount not to exceed \$1,000, Exhibit "C" for Elijah Mirochnik in an amount not to exceed \$636; all to be charged to Metropolitan Arts Commission (37500020) Miscellaneous Services (260).

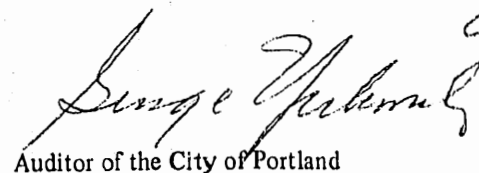
Section 2. The Council declares that an emergency exists because a delay in proceeding with the contracts may unnecessarily deprive the citizens of Multnomah County and the City of Portland of the services being provided; therefore, this Ordinance shall be in force and effect after its passage by the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

Passed by the Council, JAN 16 1980

Commissioner Schwab
January 8, 1979
Emily Carpenter:eb
37500020/260


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 139

ORDINANCE No. 149023

Title

An Ordinance authorizing an agreement with Paul Bellam at a cost of \$1,375 to provide five concerts; with Cirque Productions, Inc., at a cost of \$1,000 to provide eight concerts; with Elijah Mirochnik at a cost of \$636 to provide three workshops and one exhibition, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	/	
Jordan	/	
Lindberg	/	
Schwab	/	
McCready	/	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed JAN 10 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Metropolitan Arts Commission
Prepared By: E. Bianco Date: 1/8/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Emily Carpenter</i> Emily Carpenter, Exec. Director

NOTED BY
City Attorney
City Auditor
City Engineer