

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

EARLY MUSIC GUILD OF OREGON, who shall be contacted through Marcia
Jones, P. O. Box 1085, Portland, Oregon 97207, 224-5942 (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. Early Music Guild of Oregon (Contractor) presents itself to the City as an organization which provides musical presentations and represents that it has the experience and expertise to provide for the City a series of musical lecture demonstrations.
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 4 pairs of lecture demonstrations by musical instrument builders, free to the public.
2. Publicize and make known to the public that these events are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of March, 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 \$ 1,000.
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

EARLY MUSIC GUILD OF OREGON

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

4 pairs of lecture/demonstrations @ \$250 ea.....\$1,000.00

TOTAL \$1,000.00

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

Vincent McDermott, who shall be contacted through Vincent McDermott,
1501 S. E. Holly, Portland, Oregon 97214 (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. Vincent McDermott (Contractor) presents himself to the City as an individual who provides original musical compositions and represents that it has the expertise and experience to provide for the City a performance of original compositions.
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 one multimedia concert, free to the public. The primary emphasis of the concert will be the musical works composed by the Contractor.
2. Publicize and make known to the public that this event is taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of April, 1980
and continues through the 30th 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 \$1,136.
 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
VINCENT MC DERMOTT

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

1 concert.....	\$1,136.00
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TOTAL	\$1,136.00
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EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHWEST THEATRE OF THE DEAF, who shall be contacted through
Kelly Stack, 3406 Edgewood Dr., Vancouver, WA 98661, (206) 695-0847
(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. Northwest Theatre of the Deaf (Contractor) presents itself to the City as an organization which provides theatrical presentations and represents that it has the experience and expertise to provide for the City a series of 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 2 performances of a play, free to the public. The play will be performed in sign language, primarily by deaf actors, but dialogue will also be vocalized for the general public.
2. Publicize and make known to the deaf community and the community, at large, that these performances are taking place.

TIME OF PERFORMANCE:

149091

This agreement commences as of the 1st day of April, 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 \$ 595.
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

NORTHWEST THEATRE OF THE DEAF

BY _____
_____ Title

Approved as to form:

City Attorney

EXHIBIT "A"

BUDGET

2 performances @ \$297.50 each . . . \$595.00

TOTAL	\$595.00

ORDINANCE NO. **149091**

An Ordinance authorizing an agreement with Early Music Guild of Oregon at a cost of \$1,000 to provide four pairs of lecture-demonstrations; with Vincent McDermott at a cost of \$1,136 to provide one concert; with Northwest Theatre of the Deaf at a cost of \$595 to provide two performances, 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 Early Music Guild of Oregon presents itself to the City as an organization which provides musical presentations and represents that it has the experience and expertise to provide for the City a series of musical lecture demonstrations.
3. That Vincent McDermott is an individual who provides original musical compositions and represents that it has the expertise and experience to provide for the City a performance of original compositions.
4. That Northwest Theatre of the Deaf presents itself as an organization which provides theatrical presentations and represents that it has the experience and expertise to provide for the city a series of performances.

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 Early Music Guild of Oregon, P. O. Box 1085, Portland, Oregon 97207, Attention: Marcia Jones; with Vincent McDermott, 1501 S. E. Holly, Portland, Oregon 97214, Attention: Vincent McDermott; with Northwest Theatre of the Deaf, 3406 Edgewood Dr., Vancouver, Wash. 98661, Attention: Kelly Stack.
- 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 Early Music Guild of Oregon in an amount not to exceed \$1,000, Exhibit "B" for Vincent McDermott in an amount not to exceed \$1,136, Exhibit "C" for Northwest Theatre of the Deaf in an amount not to exceed \$595; 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.

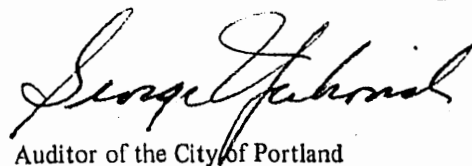
Passed by the Council,

JAN 31 1980

Commissioner Schwab
January 30, 1980
Emily Carpenter:eb
37500020/260


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 385

ORDINANCE No. 149091

Title

An Ordinance authorizing an agreement with Early Music Guild of Oregon at a cost of \$1,000 to provide four pairs of lecture-demonstrations; with Vincent McDermott at a cost of \$1,136 to provide one concert; with Northwest Theatre of the Deaf at a cost of \$595 to provide two performances, and declaring an emergency.

Filed JAN 22 1980

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By Gordon O. Hall

Deputy

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. Bianco
Date: 1/21/79
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>