

EXHIBIT "A"
AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND STATE UNIVERSITY, who shall be contacted through Orlin P.
Fitzgerald, P.O. Box 751, Portland, Oregon 97207, 229-4730
(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. Portland State University (Contractor) presents itself to the City as an organization which provides educational opportunities and represents that it has the experience and expertise to provide for the City a series of ceramic 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 3 ceramic workshops and lectures by nationally renowned artists, free to the public.
2. Provide matching funds from such sources as National Endowment for the Arts, and Portland State University.
3. Publicize and make known to the public that these workshops are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 15th 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 \$ 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 _____
Commissioner of Public Affairs

BY _____
Auditor of the City of Portland

PORTLAND STATE UNIVERSITY

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

1	1-day	ceramic workshop	\$300
2	2-days	ceramic workshops @ \$350 each. . . .	\$700
			<hr/>
		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).

SCHOOL DISTRICT #1, MULTNOMAH COUNTY, OREGON, on behalf of KBPS RADIO-
1450 AM, who shall be contacted through Libby Caselton, KBPS Radio-
1450 AM, 546 N.E. 12th Avenue, Portland, Oregon 97232, 234-5469
(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. School District #1, on behalf of KBPS RADIO-1450 AM (Contractor) presents itself to the City as an organization which provides radio presentations and represents that it has the personnel and expertise to provide for the City a broadcast of a musical concert.
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. Broadcast a live performance of the Oregon Symphony Orchestra.
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 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 \$ 1,500.
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 _____
Commissioner of Public Affairs

BY _____
Auditor of the City of Portland

SCHOOL DISTRICT #1, MULTNOMAH COUNTY, OREGON
on behalf of KBPS Radio-1450 AM

BY _____

Approved as to form:

City Attorney

Title

EXHIBIT "A"

BUDGET

1 broadcast of the Oregon Symphony. . . \$1,500

TOTAL
\$1,500

ORDINANCE NO. 149371

An Ordinance authorizing an agreement with Portland State University at a cost of \$1,000 to provide 3 ceramic workshops and lectures; with School District #1, Multnomah County, Oregon, on behalf of KBPS Radio-1450 AM at a cost of \$1,500 to provide a live broadcast of the Oregon Symphony Orchestra, 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 Portland State University is an organization which provides educational opportunities and represents that it has the experience and expertise to provide for the City 3 ceramic workshops and Exhibit "A" is an appropriate form of agreement for said purposes;
3. That School District #1, Multnomah County, Oregon, on behalf of KBPS Radio-1450 AM is an organization which provides radio presentations and represents that it has the personnel and expertise to provide for the City a broadcast of a musical concert and Exhibit "B" is an appropriate form of agreement for said purpose.

NOW, THEREFORE, The Council directs:

- a. The Auditor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" with Portland State University, P.O. Box 751, Portland, Oregon 97207, Attention: Orlin P. Fitzgerald; with School District #1, Multnomah County, Oregon, on behalf of KBPS Radio-1450-AM, 546 N.E. 12th Avenue, Portland, Oregon 97232, Attention: Libby Caselton

ORDINANCE No.

- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Portland State University in an amount not to exceed \$1,000; Exhibit "B" for School District #1, Multnomah County, Oregon on behalf of KBPS Radio-1450-AM in an amount not to exceed \$1,500; 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 contract 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. 1100

1100

Passed by the Council, **APR 9 1980**
 Commissioner Schwab
 March 18, 1980
 Aileen Clark
 37500020/260

David M. [Signature]
 Mayor of the City of Portland

Attest:

George [Signature]
 Auditor of the City of Portland

Calendar No. ~~1100~~ ¹¹⁷⁸

ORDINANCE No. 149371

Title

An Ordinance authorizing an agreement with Portland State University at a cost of \$1,000 to provide 3 ceramic workshops and lectures; with School District #1, Multnomah County, Oregon, on behalf of KBPS Radio-1450-AM at a cost of \$1,500 to provide a live broadcast of the Oregon Symphony Orchestra, and declaring an emergency.

APR 3 1980

CONTINUED TO APR 9 1980

MAR 25 1980

Filed _____

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Crace*
Deputy

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

4

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
<i>Commissioner Schwab</i>

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

BUREAU APPROVAL
Bureau: METROPOLITAN ARTS COMMISSION
Prepared By: _____ Date: _____
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