

Exhibit "A"

AGREEMENT FOR SERVICES

PARTIES:

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

HARRY WIDMAN, 117 N.W. 21st Avenue, Portland, Oregon 97209, 228-8476
(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. Harry Widman (Contractor) presents himself to the City as an artist who provides quality paintings and has the experience and expertise to prepare a painting for the Metropolitan Arts Commission's Visual Arts in Public Places collection.
3. City desires to engage such services in order to provide cultural enrichment and quality visual art to the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Present to the City an oil painting entitled "WHITE VENUS"

TIME OF PERFORMANCE:

This agreement commences as of the 25th day of June, 1980 and continues through the 31st day of July, 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 \$1000.
- 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 upon presentation of the painting WHITE VENUS

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

BY _____

Approved as to form:

City Attorney

Title

EXHIBIT "A"

BUDGET

Reimbursement for one oil painting entitled WHITE VENUS - - - - -	<u>\$1000</u>
TOTAL BUDGET	\$1000

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

HANK KOWERT, who shall be contacted through Hank Kowert, 1017 S.W.
Morrison, Room 205, Portland, Oregon 97205, 224-9629 (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. Hank Kowert (Contractor) presents himself to the City as an artist who provides quality paintings and has the experience and expertise to prepare a painting for the Metropolitan Arts Commission's Visual Arts in Public Places collection.
3. City desires to engage such services in order to provide cultural enrichment and quality visual art to the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Present to the City an oil painting entitled DARK WAVE.

TIME OF PERFORMANCE:

This agreement commences as of the 25th day of June, 1980
 and continues through the 31st day of July, 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 \$ 800.
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 upon
presentation of the painting DARK WAVE

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

BY _____

Approved as to form:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

Reimbursement for one oil painting entitled DARK WAVE - - - - - \$800

TOTAL BUDGET _____ \$800

EXHIBIT "C"
AGREEMENT FOR SERVICES

PARTIES:

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

MELINDA THORSNES, 2190 W. Burnside, Portland, Oregon 97210, 227-2775

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. Melinda Thorsnes (Contractor) presents itself to the City as an artist who provides quality paintings and has the experience and expertise to prepare a painting for the Metropolitan Arts Commission's Visual Arts in Public Places collection.
3. City desires to engage such services in order to provide cultural enrichment and quality visual art to the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Present to the City one oil painting entitled HEATWAVE.

TIME OF PERFORMANCE:

This agreement commences as of the 25th day of June, 1980
 and continues through the 31st day of July, 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 \$ 700.
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 upon presentation of the painting HEAT WAVE to the City

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

BY _____

Approved as to form:

City Attorney

_____ Title

EXHIBIT "A"

BUDGET

Reimbursement for one oil painting entitled HEAT WAVE - - - - - \$700
TOTAL BUDGET - - - - - \$700

ORDINANCE No. 149865

An Ordinance purchasing one oil painting from Harry Widman in the amount of \$1000; one oil painting from Hank Kowert in the amount of \$800; and one oil painting from Melinda Thorsnes at \$700; authorizing contracts and the drawing and delivery of warrants; 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 further the development and public awareness of, and interest in, the performing and visual arts.
2. That the City has chosen one painting from Harry Widman, Hank Kowert and Melinda Thorsnes for the Metropolitan Arts Commission Visual Arts in Public Places collection.
2. That appropriation exists within the bureau fiscal year 1979-80 budget for this purpose.

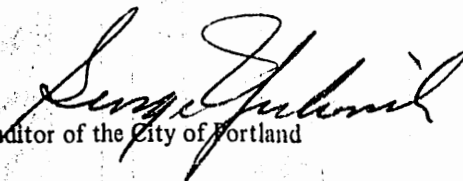
Now THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" with Harry Widman of 117 NW 21st, Portland Or, 97205, Exhibit "B" with Hank Kowert of 1017 SW Morrison, Rm 205, Portland, Or., 97205 and Exhibit "C" with Melinda Thorsnes of 2190 W. Burnside, Portland, Or 97210.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver a warrant in the amount of \$1000 for Harry Widman, \$800 for Hank Kowert, and \$700 to Melinda Thorsnes when demand is presented and approved.

Section 2. The Council declares that an emergency exists because a delay in proceeding with this action 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,
Commissioner Schwab
June 20, 1980
Marilyn Coffel
37500020/260

JUN 26 1980


Auditor of the City of Portland

Calendar No. 2259

ORDINANCE No. 149865

Title

An Ordinance purchasing one oil painting from Harry Widman in the amount of \$1000, one oil painting from Hank Kowert in the amount of \$800, and one oil painting from Melinda Thorsnes at \$700; authorizing contracts and the drawing and delivery of warrants; 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
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Metropolitan Arts Commission
Prepared By: Margaret Ellison Date: June 20, 1980
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Margaret Ellison</i> Margaret Ellison

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JUN 20 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Boyd*
Deputy