

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

THE CITY OF PORTLAND, OREGON (City), City Hall, 1220 S.W. Fifth Avenue, Portland, Oregon 97204 with the Metropolitan Arts Commission serving as its agent

ARTS CELEBRATION, INC. (Contractor), who shall be contacted through Karen Whitman, P.O. Box 8181, Portland, Oregon 97207, 223-7004.

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. Contractor wishes to produce ARTQUAKE, a high quality arts festival to take place on the Portland Mall on September 5,6,7, 1980.
3. The City has approved \$15,000 as part of the FY 1980-81 budget process for ARTQUAKE, and Multnomah County has approved \$2650 as part of the FY 1980-81 budget process for ARTQUAKE, through the Metropolitan Arts Commission's budget.
4. The City and County desires to contract with the contractor to provide the 3-day ARTQUAKE on the Portland Mall featuring visual arts, crafts, film, poetry and performing arts and to administer the funds as specified.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide an arts festival, ARTQUAKE, on the Portland Mall on September 5,6,7, 1980.
2. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases and verbal announcements.
3. Upon completion of the project, shall transmit to the Metropolitan Arts Commission a written descriptive report of the project and a financial report.

TIME OF PERFORMANCE:

This agreement commences as of the 2nd. day of July, 1980
and continues through the 3rd day of November, 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 \$ 17,650.
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 \$8825 for
preparation and scheduling of artists activities and documentation
of such; and the balance at the completion of the festival

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 artistic program development and scheduling costs as follows:

Visual Arts Exhibit - - - - -	\$850
Art/Craft Booths - - - - -	600
Special Projects/Video- - - - -	300
Music - - - - -	500
Film - - - - -	650
Library Arts- - - - -	500
Theatre/Dance - - - - -	500
Insurance - - - - -	450
Administrative/Office - - - - -	4475
 Total - - - - -	 -\$ 8,825
Reimbursement for Artist fees- - - - -	<u>8,825</u>
 Total Budget , - - - - -	 <u><u>-\$17,650</u></u>

ORDINANCE NO. 149922

An Ordinance authorizing an agreement with Arts Celebration, Inc. at a cost of \$17,650 to provide ARTQUAKE, an arts festival on the Portland Mall on September 5,6,7, 1980, 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 Arts Celebration, Inc. is a non-profit corporation established to sponsor ARTQUAKE.
3. Contractor wishes to produce ARTQUAKE, a high-quality arts festival to take place on the Portland Mall on September 5,6,7, 1980.
4. The City has approved \$15,000 as part of the 1980-81 budget process for ARTQUAKE, through the Metropolitan Arts Commission's budget.
5. Multnomah County has approved \$2,650 for ARTQUAKE as part of the 1980-81 budget process.
6. The City desires to contract with the contractor to provide the 3-day ARTQUAKE on the Portland Mall featuring visual arts, crafts, film, poetry and performing arts and to administer the funds as specified.

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 Arts Celebration, Inc., P.O. Box 8181, Portland, Oregon 97207, Attention: Karen Whitman.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Arts Celebration, Inc. in an amount not to exceed \$17,650; to be charged to Metropolitan Arts Commission (37500020) Miscellaneous Services (260).

Calendar No. 2375

ORDINANCE No. 149922

Title

An Ordinance authorizing an agreement with Arts Celebration, Inc. at a cost of \$17,650 to provide ARTQUAKE, an arts festival on the Portland Mall on September 5,6,7, 1980 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
Public Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: METROPOLITAN ARTS COMMISSION
Prepared By: Aileen Clark
Date: 6/17/80
Budget Impact Review:
<input checked="" 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 26 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Crull*
Deputy

EXHIBIT "A"
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, Portland, Oregon 97205, 227-3840

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 concerts and represents that it has the experience and expertise to provide for the City a series of three 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 three dance concerts in Willamette Park.
2. Publicize and make known to the public that these events are taking place.