

TIME OF PERFORMANCE:

This agreement commences as of the 2nd day of July, 1980
and continues through the 31st day of August, 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 \$ \$4000.
 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
completion of the three dance concerts

- 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

A series of two concerts at \$1350 each - - - - -	\$2700
A third concert at \$1300 - - - - -	<u>1300</u>
Total Project Cost - - - - -	\$4000

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND CIVIC THEATRE, who shall be contacted through Isabella Chappel,
Portland Civic Theatre, 1530 S.W. Yamhill, Portland, Oregon 97205,
226-3048 (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 Civic Theatre (Contractor) presents itself to the City as an organization which provides quality live theatre performances with a semiprofessional company with the experience and expertise to present two free matinees for senior citizens, handicapped and deprived children and adults.
3. City desires to engage such services in order to provide for the citizens of Multnomah County and the City of Portland quality entertainment and cultural enrichment opportunities.

AGREED:

CONTRACTOR PERFORMANCE

1. Provide one (1) free matinee performance of The Mikado at Lincoln Hall Auditorium located on the Portland State University campus.
2. Provide one (1) free matinee performance of Arsenic And Old Lace at the Portland Civic Theatre.
3. Make tickets available to senior citizens, handicapped and deprived children and adults.
4. Publicize and make known to the public that the above mentioned performances are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 2nd day of July, 1980
and continues through the 31st day of August, 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 \$ 4500.
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 completion
of each performance

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 "C"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHWEST MEDIA PROJECT, who shall be contacted through Morrie
Warszawski, P.O. Box 4093, Portland, Oregon 97208, 223-5335 (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 Media Project (Contractor) presents itself to the City as an organization which provides film activities and represents that it has the personnel and expertise to provide for the City four (4) quality film showings.
3. City desires to engage such services in order to provide cultural enrichment opportunities for citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide to the public four(4) film showings by Northwest filmmakers.
2. Publicize and make known to the public that these performances are taking place.

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 \$ 2800.
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 \$560 for preparation and scheduling; \$460 printing and
advertising; \$500 theater rental; \$1280 film showings

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

Preparation and scheduling- - - - -	\$ 560.00
Printing and advertising- - - - -	460.00
Theater Rent- - - - -	500.00
Four (4) film showings @ \$320.00 each - - - - -	<u>1280.00</u>
TOTAL PROJECT COST - - - - -	\$2800.00

EXHIBIT "D"

AGREEMENT FOR SERVICES

PARTIES:

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

HEIDACKER'S PLAYBILL FOR PUPPETS, who shall be contacted through Eric Heidacker, 7346 S.E. Harrison Court, Portland, OR 97215, 774-0051 (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. Heidacker's Playbill for Puppets (Contractor) presents itself to the City as an organization which provides quality puppetry programs and has the experience and expertise to perform live puppetry programs within the public libraries for children.
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 12 live puppetry programs throughout the city, free of charge, within the public libraries. Performance activities are primarily aimed at children.
2. Provide for all scheduling and publicity for these programs.

TIME OF PERFORMANCE:

This agreement commences as of the 2nd day of July, 1980
and continues through the 30th day of September, 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 \$ 850.
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 \$190 for scheduling and planning; \$660 reimbursement for performances
@ \$55 each upon the completion of each of 12 performances

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

Preparation, planning and scheduling- - - - - \$190.00

Reimbursement for twelve (12) puppet shows @ \$55.00 each - - - 660.00

Total Budget - - - \$850.00

ORDINANCE NO. 149923

An Ordinance authorizing an agreement with CIRQUE PRODUCTIONS, INC. at a cost of \$4000 to provide three dance concerts; with PORTLAND CIVIC THEATRE, at a cost of \$4500 to provide two matinee performances; with NORTHWEST MEDIA PROJECT at a cost of \$2800 to provide four film showings; with HEIDACKER'S PLAYBILL FOR PUPPETS at a cost of \$850 to provide twelve puppetry programs, 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 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 three dance concerts and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That PORTLAND CIVIC THEATRE presents itself to the City as an organization which provides quality live theatre performances and has the experience and expertise to provide for the City two matinee performances and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That NORTHWEST MEDIA PROJECT presents itself to the City as an organization which provides film activities and represents that it has the personnel and expertise to provide for the City four quality film showings and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That HEIDACKER'S PLAYBILL FOR PUPPETS presents itself to the City as an organization which provides quality puppetry programs and has the experience and expertise to provide for the City twelve puppetry programs and Exhibit "D" is an appropriate form of agreement for said purpose.

ORDINANCE No.

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 CIRQUE PRODUCTIONS, INC., 716 S.W. 16th, Portland, Oregon, 97205, 227-3840, Attention: Delores Rooney; a contract similar in form to Exhibit "B" with PORTLAND CIVIC THEATRE, 1530 S.W. Yamhill, Portland, Oregon 97205, 226-3048, Attention: Isabella Chappel; a contract similar in form to Exhibit "C" with Northwest Media Project, P.O. Box 4093, Portland, Oregon 97208, 223-5335, Attention: Morrie Warshawski; a contract similar in form to Exhibit "D" with HEIDACKER'S PLAYBILL FOR PUPPETS, 7346 S.E. Harrison Court, Portland, Oregon 97215, 774-0051, Attention: Eric Heidacker.

- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Cirque Productions, Inc. in an amount not to exceed \$4000; Exhibit "B" for Portland Civic Theatre in an amount not to exceed \$4500; Exhibit "C" for Northwest Media Project in an amount not to exceed \$2800; Exhibit "D" for Heidacker's Playbill for Puppets in an amount not to exceed \$850; 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. 1980033

ORDINANCE NO. 1980033

CECOMMERCE

Passed by the Council, **JUL 2 1980**
 Commissioner Schwab
 June 20, 1980
 Aileen Clark
 37500020/260

Sergio Hernandez
 Auditor of the City of Portland

Calendar No. 2376

ORDINANCE No. 149923

Title

An Ordinance authorizing an agreement with Cirque Productions, Inc. at a cost of \$4000 to provide three dance concerts; with Portland Civic Theatre, at a cost of \$4500 to provide two matinee performances; with Northwest Media Project at a cost of \$2800 to provide four film showings; with Heidacker's Playbill for Puppets at a cost of \$850 to provide twelve puppetry programs, and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
COMMISSIONER SCHWAB

NOTED BY THE COMMISSIONER

Public Affairs *[Signature]*

Finance and Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau: METROPOLITAN ARTS COMMISSION

Prepared By: Aileen Clark Date: June 20, 1980

Budget Impact Review:

Completed Not required

Bureau Head: *[Signature]*
Margaret Ellison

NOTED BY

City Attorney

City Auditor *[Signature]*

City Engineer

JUN 26 1980

Filed

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *[Signature]*
Deputy