

EXHIBIT "A"

AGREEMENT FOR SERVICES

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

OREGON MIME THEATRE, who shall be contacted through Evy Warshawski, P.O. Box 486, Lake Oswego, Oregon 97034, 636-2068 (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. Oregon Mime Theatre (Contractor) presents itself to the City as an organization which provides quality mime performances and has the experience and expertise to provide for the City a series of thirteen (13) live 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 eight (8) mime performances free of charge for low-income and/or handicapped children.
2. Provide five (5) mime performances free of charge for low-income and/or handicapped adults.
3. Publicize and make known to the public that these concerts are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of September, 1980
and continues through the 31st day of October, 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 each series of performances for children and
adults

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 eight (8) mime performances for children- - -	\$2500
Reimbursement for five (5) mime performances for adults - - - - -	<u>1500</u>
Total Budget- - - - -	\$4000

EXHIBIT "A"

BUDGET

Reimbursement for eight (8) mime performances for children- - - \$2500
Reimbursement for five (5) mime performances for adults - - - - 1500
Total Budget- - - -\$4000

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

AUSTIN GRAY, who shall be contacted through Austin Gray, 2735 N.E. Weidler, Portland, Oregon 97232, 284-5749 (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. Austin Gray (Contractor) presents itself to the City as an organization which provides choral music performances and represents that it has the experience and expertise to provide for the City 2 vocal presentations. Performance activity will be directed primarily to senior citizens.
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 two (2) choral music performances, free to senior citizens.
2. Publicize and make known to the public that these concerts are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of September, 1980
and continues through the 29th day of May, 1981.

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 \$ 750.
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:

_____ Title
City Attorney

EXHIBIT "A"

BUDGET

Reimbursement for two (2) concerts at \$375 each - - - - - \$750.00

Total Budget - - - - - \$750.00

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

STOREFRONT ACTORS' THEATRE, who shall be contacted through Carol Ann Ivey,
220 S.W. Alder #214, Portland, Oregon 97204, 248-0199 (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. Storefront Actors' Theatre (Contractor) presents itself to the City as an organization which provides live theatre performances and has the experience and expertise to provide an original collaborative production based on writings by a local author.
3. City desires to engage such services in order to provide cultural enrichment and educational opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide two (2) free performances of OMELAS to economically disadvantaged adults, to be performed at the Portland Civic Theatre.
2. Provide for all publicity and the distribution of tickets for these performances.

TIME OF PERFORMANCE:

This agreement commences as of the 3rd day of July, 1980
and continues through the 30th 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 \$3,000.00.
 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:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

Reimbursement for two (2) free performances of OMELAS at \$1500 each	<u>\$3,000</u>
TOTAL BUDGET	\$3,000

EXHIBIT "D"

AGREEMENT FOR SERVICES

PARTIES:

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

ROBERT COBURN, who shall be contacted through Robert Coburn, 2021 N. Jessup, Portland, Oregon 97217, 285-5969 (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. Robert Coburn (Contractor) presents himself to the City as an individual who provides for the selection of compositions of new works for chamber ensemble, the subsequent performance of those works, and the recording and distribution thereof; and has the experience and expertise to provide for the City one recorded program of local composers' works.
3. City desires to engage such services in order to provide cultural enrichment and educational opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Select a series of new compositions by local musicians to be performed.
2. Provide a chamber ensemble of local professional musicians to perform the compositions; provide for the preparation, performance, recording and distribution to the National Public Radio.
3. Provide for all publicity for this performance and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this concert.

TIME OF PERFORMANCE:

This agreement commences as of the 2nd day of July, 1980
and continues through the 30th day of June, 1981.

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 \$ 1500.
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 \$300 for planning and publicity and the remainder upon completion of
the 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 "A"

BUDGET

Reimbursement for planning and publicity- - - - -	\$ 300
Reimbursement for one recorded performance of new compositions of local artists - - - - -	<u>1200</u>
Total Budget - - - - -	\$1500

ORDINANCE NO.

149928

An Ordinance authorizing an agreement with OREGON MIME THEATRE at a cost of \$4000 to provide thirteen mime performances; AUSTIN GRAY at a cost of \$750 to provide two choral music performances; STOREFRONT ACTORS' THEATRE at a cost of \$3,000 to provide two free theatre performances; ROBERT COBURN at a cost of \$1500 to provide one recorded program of local composers' works, 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 OREGON MIME THEATRE presents itself to the City as an organization which provides mime performances and represents that it has the experience and expertise to provide for the City a series of thirteen live performances and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That AUSTIN GRAY presents itself to the City as an organization which provides choral music performances and represents that it has the experience and expertise to provide for the City two vocal presentations and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That STOREFRONT ACTORS' THEATRE presents itself to the City as an organization which provides live theatre performances and represents that it has the experience and expertise to provide for the City two performances of OMELAS, an original collaborative production based on writings by a local author and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That ROBERT COBURN presents himself to the City as an individual who provides for the selection, performance, recording and distribution of compositions of new works for chamber ensemble and represents that he has the experience and expertise to provide for the City one recorded program of local composers' works 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 OREGON MIME THEATRE, P.O. Box 486, Lake Oswego, Oregon 97034, 636-2068, Attention: Evy Warshawski; a contract similar in form to Exhibit "B" with AUSTIN GRAY, 2735 N.E. Weidler, Portland, Oregon 97232, 284-5749, Attention: Austin Gray; a contract similar in form to Exhibit "C" with STOREFRONT ACTORS' THEATRE, 220 S.W. Alder, #214, Portland, Oregon 97204, 248-0199, Attention: Carol Ann Ivey; a contract similar in form to Exhibit "D" with ROBERT COBURN, 2021 N. Jessup, Portland, Oregon 97217, 285-5969, Attention: Robert Coburn.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for OREGON MIME THEATRE in an amount not to exceed \$4000; Exhibit "B" for AUSTIN GRAY in an amount not to exceed \$750; Exhibit "C" for STOREFRONT ACTORS' THEATRE in an amount not to exceed \$3000; Exhibit "D" for ROBERT COBURN in an amount not to exceed \$1500; 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. 2080

ORDINANCE NO. 2080

Passed by the Council,
 Commissioner Schwab
 June 25, 1980
 Aileen Clark
 37500020/260

JUL 2 1980

Serge Feinick
 Auditor of the City of Portland

Calendar No. 2379

ORDINANCE No. 149928

Title

An Ordinance authorizing an agreement with OREGON MIME THEATRE at a cost of \$4000 to provide thirteen mime performances; AUSTIN GRAY at a cost of \$750 to provide two choral music performances; STORE-FRONT ACTORS' THEATRE at a cost of \$3000 to provide two free theatre performances; ROBERT COBURN at a cost of \$1500 to provide one recorded program of local composers' works, and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
COMMISSIONER SCHWAB

NOTED BY THE COMMISSIONER

Public Affairs *[Signature]*

Finance Administration *[Signature]*

Safety

Utilities

Works

BUREAU APPROVAL

Bureau: METROPOLITAN ARTS COMMISSION

Prepared By: Aileen Clark Date: June 25, 1980

Budget Impact Review: Completed Not required

Bureau Head: *[Signature]* Margaret Ellison

NOTED BY

City Attorney

City Auditor *[Signature]*

City Engineer

Filed JUN 27 1980

GEORGE YERKOVICH
 Auditor of the CITY OF PORTLAND

[Signature]
 Deputy