

AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND POETRY FESTIVAL, INC., who shall be contacted through Chris
Howell, Portland Poetry Festival, 1819 N.W. Everett, Portland, Oregon
97203, 777-3102 (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 Poetry Festival, Inc. (Contractor) presents itself to the City as an organization which provides an annual Poetry Festival in August and has the experience and expertise to sponsor a poetry festival for Fiscal Year 80-81 for the Metropolitan Arts Commission.
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 one (1) major poetry reading of nationally known poets.
2. Provide three (3) secondary poetry readings of regional poets.
3. Produce one (1) performance of "At the Hawk's Well" by W.B. Yeats.
4. Publicize and make known to the public the events of the Portland Poetry Festival.

TIME OF PERFORMANCE:

149975

This agreement commences as of the 9th day of July
and continues through the 30th day of September.

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 \$ 1750.
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 \$360 for
preparation, scheduling and publicity and the balance upon 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:

City Attorney

Title

EXHIBIT "A"

BUDGET

Reimbursement for preparation, scheduling & publicity	\$ 360
Reimbursement for poetry festival	<u>1390</u>
TOTAL BUDGET	\$1750

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

TEARS OF JOY PUPPET THEATRE, Who shall be contacted through Janet Bradley, Tears of Joy Puppet Theatre, 4203 N. E. 162, Vancouver, WA 98662, (206) 256-0735 (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. Tears of Joy Puppet Theatre (Contractor) presents itself to the City as an organization which provides puppet performances and workshops for children and has the experience and expertise to provide for the City a series of puppet performances in the parks.
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 5 parks programs of puppetry performances and workshops.
2. Provide for scheduling and planning with the Portland Bureau of Parks.
3. Publicize and make known to the public that these events are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 9th 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 \$ 1670.
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 puppetry in the parks series

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 a series of puppetry performances\$1670
TOTAL BUDGET\$1670

~~149976~~

149975

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

MULTNOMAH RHYTHM ENSEMBLE, who shall be contacted through Rich Halley, 5540 N. Commercial Avenue, Portland, Oregon 97217, 289-6710 (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. MULTNOMAH RHYTHM ENSEMBLE (Contractor) presents itself to the City as an organization which provides quality live concerts of new and experimental jazz and has the experience and expertise to provide for the City two live jazz concerts.
3. City desires to engage such services in order to provide cultural enrichment opportunities to the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

1. Provide two (2) live jazz concerts, free-of-charge.
2. Publicize and make known to the public that these events are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of September, 1980
and continues through the 16th day of March, 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 \$ 1200.
 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 \$90.00 for
pre-concert advertising and balance upon completion of each concert.
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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:

149975

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 publicity costs - - - - -	-\$ 90.00
Reimbursement for first concert - - - - -	680.00
Reimbursement for second concert - - - - -	<u>430.00</u>
Total Budget - - - - -	\$1200.00

ORDINANCE NO. 149975

An Ordinance authorizing an agreement with PORTLAND POETRY FESTIVAL, INC. at a cost of \$1750 to provide a series of five poetry performances; with TEARS OF JOY PUPPET THEATRE, at a cost of \$1670 to provide five puppetry performances and workshops; with MULTNOMAH RHYTHM ENSEMBLE at a cost of \$1200 to provide two jazz concerts, 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 POETRY FESTIVAL, INC., presents itself to the City as an organization which provides an annual poetry festival and represents that it has the experience and expertise to provide for the City a poetry festival and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That TEARS OF JOY PUPPET THEATRE presents itself to the City as an organization which provides puppet performances and workshops for children and has the experience and expertise to provide for the City five puppetry performances and workshops and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That MULTNOMAH RHYTHM ENSEMBLE presents itself to the City as an organization which provides live jazz concerts and has the experience and expertise to provide for the City two live jazz concerts and Exhibit "C" is an appropriate form of agreement for said purpose.

149975

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 PORTLAND POETRY FESTIVAL, INC., 1819 N.W. Everett, Portland, Oregon 97203, 777-3102, Attention: Chris Howell; a contract similar in form to Exhibit "B" with TEARS OF JOY PUPPET THEATRE, 4203 N.E. 162, Vancouver, Washington 98662, (206) 256-0735, Attention: Janet Bradley; a contract similar in form to Exhibit "C" with MULTNOMAH RHYTHM ENSEMBLE, 5540 N. Commercial Avenue, Portland, Oregon 97217, 289-6710, Attention: Rich Halley.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Portland Poetry Festival, Inc., in an amount not to exceed \$1750; Exhibit "B" for Tears of Joy Puppet Theatre in an amount not to exceed \$1670; Exhibit "C" for Multnomah Rhythm Ensemble in an amount not to exceed \$1200; 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. 1115

ORDINANCE No. 1115

1115

1115

Passed by the Council, **JUL 9 1980**
 Commissioner Schwab
 July 2, 1980
 Jane Hall
 37500020/260

Attest:

Charles Spear
 Chief Deputy Auditor of the City of Portland

Calendar No. 2475

ORDINANCE No. 149975

Title

An Ordinance authorizing an agreement with Portland Poetry Festival, Inc. at a cost of \$1750 to provide a series of five poetry performances; with Tears of Joy Puppet Theatre, at a cost of \$1670 to provide five puppetry performances and workshops; with Multnomah Rhythm Ensemble at a cost of \$1200 to provide two jazz concerts, 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: Jane Hall Date: 7/2/80

Budget Impact Review:
 Completed Not required

Bureau Head: Margaret Ellison

NOTED BY

City Attorney

City Auditor

City Engineer

Filed **JUL 3 1980**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon Crall
Deputy