

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

OREGON CENTER FOR THE PHOTOGRAPHIC ARTS, INC., who shall be contacted
through Robert di Franco, 117 NW 5th Ave., Portland, OR 97209, 225-
0210 or 227-2976 (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 Center for the Photgraphic Arts, Inc. (Contractor) presents itself to the City as an organization which provides gallery space for biweekly exhibitions of local photographers works and has the experience and expertise to direct and schedule exhibitions for the citizens of Multnomah County and the City of Portland.
3. City desires to engage such services in order to provide cultural enrichment opportunities to the citizens of Mulnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Schedule biweekly shows of local/regional photographers.
2. Maintain and direct gallery space and curate and mount exhibitions.
3. Jury the work to be displayed in the gallery.
4. Provide for all publicity for these exhibitions.
5. Acknowledge the support of the Metropolitan Arts Commission in all verbal and written announcements concerning these exhibitions.

TIME OF PERFORMANCE:

This agreement commences as of the 1rst day of September, 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 \$750.00.
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 In 3 equal
payments of \$250 upon completion of each seasonal exhibition series
in November, March and June

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 three (3) seasonal exhibition series at \$250 each	\$750.00
TOTAL BUDGET	\$750.00

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

CONTEMPORARY CRAFTS ASSOCIATION, who shall be contacted through Susan
Hamada, 3934 SW Corbett Ave., Portland, Oregon 97201, 223-2654 (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. Contemporary Crafts Association (Contractor) presents itself to the City as an organization which provides selection and scheduling of professional artists to work in the public school system and has the experience and expertise to administer the Artists-in-the-Schools Program.
3. City desires to engage such services in order to provide cultural enrichment to students and teachers in the public school system in the City of Portland and Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide 22 week-long Artists-in-the-Schools workshops within Multnomah County.
2. Work closely with school officials to schedule and arrange the workshops.
3. Arrange for the schools to provide funds to match City/County funds for 22 workshops.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of September, 1980
and continues through the 1st 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 \$ 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 \$650 for
administration and scheduling and the balance on a monthly basis

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 22 weeks for Artists-in-the-Schools in Multnomah County at \$175 per week	\$3850.00
Reimbursement for administration and scheduling	650.00
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TOTAL BUDGET	\$4500.00

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

JOHN BENNETT, 10634 SW Hedlund, Portland, OR 97219, 636-7721
(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. John Bennett (Contractor) presents himself to the City as a musician who provides live performances of ragtime and jazz and has the experience and expertise to perform a series of American Early Jazz and Ragtime for the citizens of Multnomah County and the City of Portland.
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. Perform a series of three (3) programs of American Early Jazz and Ragtime.
2. Provide for all publicity associated with these concerts.
3. Acknowledge the Metropolitan Arts Commission in all written and verbal announcements concerning these performances.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of August, 1980
and continues through the 31st 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 \$ 1060.00.
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 \$70 for
advanced publicity and scheduling costs and \$330 for each concert

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 advance publicity and scheduling	\$ 70.00
Reimbursement for three (3) concerts at \$330 each	990.00
TOTAL BUDGET	<u>\$1060.00</u>

EXHIBIT "D"

AGREEMENT FOR SERVICES

PARTIES:

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

DANCERS WORKSHOP, INC., who shall be contacted through Rosalie Movius
30 NW First, Portland, OR 97209, 221-0569 (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. Dancers Workshop, Inc. (Contractor) presents itself to the City as an organization which provides quality live dance concerts and has the expertise and experience to perform a concert series for the citizens of Multnomah County and the City of Portland.
3. City desires to engage such services in order to provide cultural enrichment opportunities to the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

1. Solicit local choreographers to prepare pieces for performance.
2. Shall schedule and produce a program of locally choreographed pieces to be performed a minimum of four (4) times.
3. 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 August, 1980
and continues through the 31st day of December, 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 \$ 1150.
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 \$230 for publicity and scheduling and the remainder upon completion of the concert 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:

City Attorney

Title

EXHIBIT "A"

BUDGET

Reimbursement for publicity and scheduling	\$ 230.00
Reimbursement for concert series	\$ 920.00
	<hr/>
TOTAL BUDGET	\$ 1150.00

ORDINANCE NO. 150051

An Ordinance authorizing an agreement with OREGON CENTER FOR THE PHOTOGRAPHIC ARTS, INC., at a cost of \$750 to provide three seasonal exhibitions; with CONTEMPORARY CRAFTS ASSOCIATION, at a cost of \$4500 to provide 22 Artists-in-the-Schools workshops; with JOHN BENNETT, at a cost of \$1060 to provide a series of three jazz and ragtime programs; with DANCERS WORKSHOP, INC., at a cost of \$1150 to perform a concert series, 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 CENTER FOR THE PHOTOGRAPHIC ARTS, INC., presents itself to the City as an organization which provides gallery space for exhibitions of local photographers works and has the experience and expertise to direct and schedule exhibitions for the citizens of Multnomah County and the City of Portland and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That CONTEMPORARY CRAFTS ASSOCIATION presents itself to the City as an organization which provides quality Artists-in-the-Schools workshops and has the experience and expertise to administer the Artists-in-the-Schools Program for the citizens of Multnomah County and the City of Portland and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That JOHN BENNETT presents himself to the City as a musician who provides live performances of ragtime and jazz and has the experience and expertise to perform three (3) programs for the citizens of Multnomah County and the City of Portland and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That DANCERS WORKSHOP, INC., presents itself to the City as an organization which provides quality live dance concerts and has the experience and expertise to perform a minimum of four (4) concerts for the citizens of Multnomah County and the City of Portland and Exhibit "D" is an appropriate form of agreement for said purpose.

150051

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 CENTER FOR THE PHOTOGRAPHIC ARTS, INC., 117 N.W. 5th Avenue, Portland, Oregon 97209; 225-0210 or 227-2976, Attention: Robert di Franco; a contract similar in form to Exhibit "B" with CONTEMPORARY CRAFTS ASSOCIATION, 3934 S.W. Corbett Avenue, Portland, Oregon 97201, 223-2654, Attention: Susan Hamada; with JOHN BENNETT, 10634 S.W. Hedlund, Portland, Oregon 97219, 636-7721, Attention: John Bennett; with DANCERS WORKSHOP, INC., 30 N.W. First, Portland, Oregon 97209, 221-0569, Attention: Rosalie Movius.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for OREGON CENTER FOR THE PHOTOGRAPHIC ARTS, INC., in an amount not to exceed \$750; Exhibit "B" for CONTEMPORARY CRAFTS ASSOCIATION, in an amount not to exceed \$4500; Exhibit "C" for JOHN BENNETT in an amount not to exceed \$1060; Exhibit "D" for DANCERS WORKSHOP, INC. in an amount not to exceed \$1150; all 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. 2000

ORDINANCE NO. 2000

Passed by the Council, JUL 23 1980
Commissioner Schwab
July 9, 1980
Aileen Clark
37500020/260

Attest:

Serge Chabot
Auditor of the City of Portland

Calendar No. 2635

ORDINANCE No. 150051

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	

Title

An Ordinance authorizing an agreement with OREGON CENTER FOR THE PHOTOGRAPHIC ARTS, INC., at a cost of \$750 to provide three exhibitions; with CONTEMPORARY CRAFTS ASSOCIATION, at a cost of \$4500 to provide twenty-two Artists-in-the-Schools workshops; with JOHN BENNETT, at a cost of \$1060 to provide a series of three jazz and ragtime programs; with DANCERS WORKSHOP, INC., at a cost of \$1150 to perform a concert series, and declaring an emergency.

Filed JUL 15 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Gordon
Deputy

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: July 9, 1980

Budget Impact Review:
 Completed Not required

Bureau Head: *Margaret Ellison*
Margaret Ellison

NOTED BY

City Attorney

City Auditor

City Engineer