

## EXHIBIT A

## AGREEMENT FOR SERVICES

## PARTIES:

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

NORTHWEST FILM STUDY CENTER (Contractor), who shall be contacted through Bill Foster, 1219 S. W. Park, Portland, Oregon, 97205, 221-1156 (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 Film Study Center (Contractor) presents itself to the City as an organization which provides quality film screenings and has the experience and expertise to provide a film showing in Washington Park for the City of Portland and Multnomah County.
3. City desires to engage such services in order to provide quality entertainment for the citizens of Multnomah County and the City of Portland.

## AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide one (1) film showing in Washington Park.
2. Provide for all scheduling with the Park Bureau.
3. Publicize and make known to the public that this event is taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of August, 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 \$ 500.00.
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 the program  
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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:

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 one (1) film showing in Washington Park .....	\$500.00
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TOTAL BUDGET .....	\$500.00

EXHIBIT B  
AGREEMENT FOR SERVICES

PARTIES:

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

OREGON REPERTORY SINGERS, who shall be contacted through Jan Schaeffer,  
P.O. Box 894, Portland, Oregon 97207, 227-3929 (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 Repertory Singers (Contractor) presents itself to the City as an organization which provides choral music concerts and has the experience and expertise to provide a series of concerts for the City of Portland and Multnomah County.
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 two (2) concerts free of charge, to the citizens of Portland and Multnomah County.
2. Publicize and make known to the public that these events are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the first day of August, 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 \$ 2,000.
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 \$400.00 for scheduling  
and publicity, and the remainder 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:

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 scheduling and publicity .....	\$ 400.00
Reimbursement for two (2) concerts at \$800 each .....	1,600.00
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TOTAL BUDGET .....	\$2,000.00



## EXHIBIT C

## AGREEMENT FOR SERVICES

## PARTIES:

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

MOVING SPACE, INC., who shall be contacted through Niya Standish,  
215 S. E. 9th, Portland, Oregon, 97214, 235-2138 (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. Moving Space, Inc. (Contractor) presents itself to the City as an organization which provides dance performances and workshops and has the experience and expertise to present performances/workshops for the City of Portland and Multnomah County.
3. City desires to engage such services in order to provide cultural enrichment for the citizens of Multnomah County and the City of Portland.

## AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide two (2) 8 session workshops on dance theater.
2. Provide a final performance upon completion of each workshop.
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 September, 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 \$ 1,000.00.
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 workshop  
\_\_\_\_\_  
\_\_\_\_\_

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) workshops at \$500 each .....	\$1,000.00
TOTAL BUDGET .....	<u>\$1,000.00</u>

## EXHIBIT D

## AGREEMENT FOR SERVICES

## PARTIES:

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

YOUNG AUDIENCES OF OREGON, INC. (Contractor) who shall be contacted  
through Sally A. Smith, 320 S. W. Stark Street, Room 426, Portland,  
Oregon, 97204, 224-1412 (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. Young Audiences of Oregon, Inc. (Contractor) presents itself to the City as an organization which provides quality entertainment and cultural enrichment for children in the Multnomah County and City of Portland Public Schools and has the experience and expertise to schedule performances in the schools for the City of Portland.
3. City desires to engage such services in order to provide quality entertainment and cultural enrichment for the children in the public school system in Multnomah County and the City of Portland.

## AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide five (5) dance performances in public schools.
2. Provide twenty (20) quintet or puppetry performances in the schools.
3. Provide twenty (20) quartet performances in Portland public schools.
4. Provide for all scheduling with the school system.
5. Publicize and make known to the public that these events are taking place.

**TIME OF PERFORMANCE:**

This agreement commences as of the 15th 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 \$ 4,125.00.
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 five (5) dance performances at \$105.00 each .....	\$ 525.00
Reimbursement for twenty (20) quintet or puppetry performances at \$95.00 each .....	1,900.00
Reimbursement for twenty (20) quartet performances at \$85.00 each .....	1,700.00
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TOTAL BUDGET .....	\$4,125.00



ORDINANCE NO. 150101

An Ordinance authorizing an agreement with NORTHWEST FILM STUDY CENTER at a cost of \$500.00 to provide one film showing in Washington Park; with OREGON REPERTORY SINGERS, at a cost of \$2,000.00 to provide two concerts free of charge; with MOVING SPACE, INC., at a cost of \$1,000.00 to provide two (2) 8 session workshops on dance theater; with YOUNG AUDIENCES OF OREGON, INC., at a cost of \$4,125.00 to provide five dance performances, twenty quintet or puppetry performances, and twenty quartet performances in public schools, 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 NORTHWEST FILM STUDY CENTER presents itself to the City as an organization which provides quality film screenings and represents that it has the experience and expertise to provide for the City a film showing in Washington Park and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That OREGON REPERTORY SINGERS presents itself to the City as an organization which provides choral music concerts and has the experience and expertise to provide for the City two concerts free of charge and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That MOVING SPACE, INC., presents itself to the City as an organization which provides dance performances and workshops and has the experience and expertise to provide for the City two (2) 8 session workshops on dance theater and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That YOUNG AUDIENCES OF OREGON, INC., presents itself to the City as an organization which provides quality entertainment and cultural enrichment for children and has the experience and expertise to provide for the City five dance performances, twenty quintet or puppetry performances, and twenty quartet performances in public schools 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 NORTHWEST FILM STUDY CENTER, 1219 S. W. Park, Portland, Oregon 97205, 221-1156, Attention: Bill Foster; a contract similar in form to Exhibit "B" with OREGON REPERTORY SINGERS, P. O. Box 894, Portland, Oregon 97207, 227-3929, Attention: Jan Schaeffer; a contract similar in form to Exhibit "C" with MOVING SPACE, INC., 215 S. E. 9th, Portland, Oregon 97214, 235-2138, Attention: Niya Standish; a contract similar in form to Exhibit "D" with YOUNG AUDIENCES OF OREGON, INC., 320 S. W. Stark Street, Room 426, Portland, Oregon 97204, 224-1412, Attention: Sally A. Smith.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Northwest Film Study Center in an amount not to exceed \$500; Exhibit "B" for Oregon Repertory Singers in an amount not to exceed \$2000; Exhibit "C" for Moving Space, Inc., in an amount not to exceed \$1000; Exhibit "D" for Young Audiences of Oregon, Inc., in an amount not to exceed \$4125; 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.

Passed by the Council, **JUL 30 1980**

Commissioner Schwab  
 July 22, 1980  
 Sandra L. Thurman  
 37500020/260

Attest:

*Sally A. Smith*  
 Auditor of the City of Portland

Calendar No. 2717

**ORDINANCE No. 150101**

**Title**

An Ordinance authorizing an agreement with NORTHWEST FILM STUDY CENTER at a cost of \$500.00 to provide one film showing in Washington Park; with OREGON REPERTORY SINGERS, at a cost of \$2,000.00 to provide two concerts free of charge; with MOVING SPACE, INC., at a cost of \$1,000.00 to provide two (2) 8 session workshops on dance theater; with YOUNG AUDIENCES OF OREGON, INC., at a cost of \$4,125.00 to provide five dance performances, twenty quintet or puppetry performances, and twenty quartet performances in public schools, 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	

Filed **JUL 23 1980**

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *Gordon Poll*  
Deputy

INTRODUCED BY  
Commissioner Mildred Schwab

NOTED BY THE COMMISSIONER

Affairs *[Signature]*  
Finance and Administration  
Safety  
Utilities  
Works

BUREAU APPROVAL

Bureau: Metropolitan Arts Commission  
Prepared By: Margaret Ellison/st Date: 7/22/80  
Budget Impact Review:  
 Completed  Not required  
Bureau Head: *Margaret Ellison*  
Margaret Ellison

NOTED BY

City Attorney  
City Auditor  
City Engineer