

EXHIBIT A

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHWEST ARTISTS WORKSHOP (Contractor), who shall be contacted
through Darryl Clegg, 117 N. W. 5th, Portland, Oregon, 97209,
223-3210 (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 Artists Workshop (Contractor) presents itself to the City as an organization which provides quality arts exhibitions and performances and has the experience and expertise to provide a series of collaborating projects of local artists for the Metropolitan Arts Commission.
3. City desires to engage such services in order to provide cultural enrichment for citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide two (2) quality multi-media projects entitled "Fusion of the Arts".
2. Provide a free lecture to the public for each of these events.
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 October, 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 \$ 1,200.00.
- 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 project

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 _____
_____ Title

Approved as to form:

City Attorney

EXHIBIT "A"

BUDGET

Reibursement for two (2) multi-media projects at \$600.00 each	\$1,200.00
TOTAL BUDGET	<u>\$1,200.00</u>

EXHIBIT B

AGREEMENT FOR SERVICES

PARTIES:

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

THE FLORESTAN TRIO, who shall be contacted through Nina Lowry, Portland State University, P. O. Box 751, Portland, Oregon 97207, 229-4076 (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. The Florestan Trio (Contractor) presents itself to the City as an organization which provides chamber 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 quality entertainment for the citizens of Portland and Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Perform a series of three (3) chamber music concerts.
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 October, 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 \$ 1,580.
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 \$320.00 for
preparation, scheduling and publicity and the remainder upon completion
of 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:

_____ Title
_____ City Attorney

EXHIBIT "A"

BUDGET

Reimbursement for preparation, scheduling, and publicity	\$ 320.00
Reimbursement for three (3) concerts at \$420 each	1,260.00
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TOTAL BUDGET	\$1,580.00

EXHIBIT C

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 showings and has the experience and expertise to provide instruction in the schools on film as an art form.
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 thirteen (13) workshops in the public schools on filmmaking styles and film as an art form.
2. Provide for all scheduling and programing.
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 January, 1981

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 \$ 2,400.00.
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 \$450.00 for
scheduling and preparation and the remainder 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 preparation and scheduling costs	\$ 450.00
Reimbursement for thirteen (13) film workshops at \$150.00 each	1,950.00
	<hr/>
TOTAL BUDGET	\$2,400.00

ORDINANCE NO.

150151

An Ordinance authorizing an agreement with NORTHWEST ARTISTS WORKSHOP, at a cost of \$1,200.00 to provide two quality multi-media projects entitled "Fusion of the Arts"; with THE FLORESTAN TRIO, at a cost of \$1,580.00 to provide a series of three chamber music concerts; with NORTHWEST FILM STUDY CENTER, at a cost of \$2,400.00 to provide thirteen workshops in the public schools on filmmaking styles and film as an art form, 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 ARTISTS WORKSHOP presents itself to the City as an organization which provides quality arts exhibitions and performances and represents that it has the experience and expertise to provide two quality multi-media projects entitled "Fusion of the Arts" and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That THE FLORESTAN TRIO presents itself to the City as an organization which provides chamber music concerts and has the experience and expertise to provide a series of three chamber music concerts and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That NORTHWEST FILM STUDY CENTER presents itself to the City as an organization which provides quality film showings and has the experience and expertise to provide thirteen workshops in the public schools on filmmaking styles and film as an art form and Exhibit "C" is an appropriate form of agreement for said purpose.

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Calendar No. 2794

ORDINANCE No. 150151

Title

An Ordinance authorizing an agreement with Northwest Artists Workshop, at a cost of \$1,200.00 to provide two quality multi-media projects entitled "Fusion of the Arts"; with The Florestan Trio, at a cost of \$1,580.00 to provide a series of three chamber music concerts; with Northwest Film Study Center, at a cost of \$2,400.00 to provide thirteen workshops in the public schools on filmmaking styles and film as an art form, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner 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 7-23-80
Date:

Budget Impact Review:
 Completed Not required

Bureau Head:
Margaret Ellison

NOTED BY

City Attorney

City Auditor

City Engineer

JUL 28 1980

Filed

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *[Signature]*
Deputy