

EXHIBIT A

AGREEMENT FOR SERVICES

PARTIES:

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

ART ASSOCIATES OF REED COLLEGE, who shall be contacted through
Edwin McFarland, 3203 S. E. Woodstock Boulevard, Portland, Oregon
97202, 771-1112 (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. Art Associates of Reed College (Contractor) presents itself to the City as an organization which provides a series of small exhibits and has the experience and expertise to provide a series of quality exhibits during FY 80-81.
3. City desires to engage such services in order to promote the arts and provide opportunities for cultural enrichment and entertainment to the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide for the selection and scheduling of the exhibition series.
2. Provide for any gallery rental fees and shipping costs incurred for this series.
3. Provide for the placement and curating of the exhibition series.
4. Provide publicity for this series.
5. Acknowledge the Metropolitan Arts Commission in all written and verbal notices concerning the exhibition series.

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 \$ 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 upon the
completion of the exhibition 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 shipping costs incurred for a series of art exhibitions held at Reed College	\$750.00
TOTAL BUDGET	<u>\$750.00</u>

EXHIBIT B

AGREEMENT FOR SERVICES

PARTIES:

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

MUSIC ASSOCIATES OF REED COLLEGE, who shall be contacted through
Edwin McFarland, 3203 S. E. Woodstock Boulevard, Portland, Oregon
97202, 771-1112 (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. Music Associates of Reed College (Contractor) presents itself to the City as an organization which provides an annual series of classical music performances and has the experience and expertise to provide a quality series of classical music for FY 80-81.
3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide a series of eight (8) monthly classical music concerts from September through May.
2. Provide all publicity for this series.
3. Acknowledge the support of Metropolitan Arts Commission on all written and verbal announcements of the chamber music series.

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 \$ 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 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 a series of eight (8) concerts at \$62.50 each	\$500.00
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TOTAL BUDGET	\$500.00

EXHIBIT C

AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND CENTER FOR THE VISUAL ARTS, who shall be contacted
through Donna Milrany, 117 N. W. Fifth Avenue, Portland, Oregon
97209, 222-7107 (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 Center for the Visual Arts (Contractor) presents itself to the City as an organization which provides major exhibitions of quality visual art and has the experience and expertise to provide two (2) major exhibitions for the Metropolitan Arts Commission, free of charge.
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) major exhibitions, free of charge, to the public.
2. Publicize and make known to the public that these exhibitions shall take place.

TIME OF PERFORMANCE:

This agreement commences as of the 26th day of September, 1980
and continues through the 12th 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 \$ 3,825.00.
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 exhibition

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

Two (2) exhibitions at \$1,912.50 each	\$3,825.00
TOTAL BUDGET	<u>\$3,825.00</u>

EXHIBIT D
AGREEMENT FOR SERVICES

PARTIES:

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

THE MADRIGALIA, who shall be contacted through Peter Sipple,
6300 S. W. Nichol Road, Portland, Oregon 97223, 246-7771
(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 Madrigalia (Contractor) presents itself to the City as an organization which provides choral chamber concerts and has the experience and expertise to perform a concert 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. Perform one major program of choral chamber music.
2. Provide for all scheduling and preparation.
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 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 \$1,500.00.
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 \$300.00 for
publicity, scheduling and preparation, and the remainder upon
completion of the program

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

Reimbursement for publicity, preparation and scheduling	\$ 300.00
Reimbursement for a choral chamber music program	1,200.00
TOTAL BUDGET	<u>\$1,500.00</u>

ORDINANCE NO.

150152

An Ordinance authorizing an agreement with ART ASSOCIATES OF REED COLLEGE, at a cost of \$750.00 to provide a series of small exhibits; with MUSIC ASSOCIATES OF REED COLLEGE, at a cost of \$500.00 to provide a series of eight monthly classical music concerts from September through May; with PORTLAND CENTER FOR THE VISUAL ARTS, at a cost of \$3,825.00 to provide two major exhibitions, free of charge, to the public; with THE MADRIGALIA, at a cost of \$1,500.00 to provide one major program of choral chamber music, 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 ART ASSOCIATES OF REED COLLEGE presents itself to the City as an organization which provides a series of small exhibits and represents that it has the experience and expertise to provide a series of quality exhibits during FY 80-81 and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That MUSIC ASSOCIATES OF REED COLLEGE presents itself to the City as an organization which provides an annual series of classical music performances and has the experience and expertise to provide a series of eight monthly classical music concerts from September through May and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That PORTLAND CENTER FOR THE VISUAL ARTS presents itself to the City as an organization which provides major exhibitions of quality visual arts and has the experience and expertise to provide two major exhibitions, free of charge, to the public and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That THE MADRIGALIA presents itself to the City as an organization which provides choral chamber concerts and has the experience and expertise to provide one major program of choral chamber music 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 ART ASSOCIATES OF REED COLLEGE, 3203 S. E. Woodstock Boulevard, Portland, Oregon 97202, 771-1112, Attention: Edwin McFarland; a contract similar in form to Exhibit "B" with MUSIC ASSOCIATES OF REED COLLEGE, 3203 S. E. Woodstock Boulevard, Portland, Oregon 97202, 771-1112, Attention: Edwin McFarland; a contract similar in form to Exhibit "C" with PORTLAND CENTER FOR THE VISUAL ARTS, 117 N. W. Fifth Avenue, Portland, Oregon 97209, 222-7107, Attention: Donna Milrany; a contract similar in form to Exhibit "D" with THE MADRIGALIA, 6300 S. W. Nichol Road, Portland, Oregon 97223, 246-7771, Attention: Peter Sipple.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Art Associates of Reed College, in an amount not to exceed \$750.00; Exhibit "B" for Music Associates of Reed College, in an amount not to exceed \$500.00; Exhibit "C" for Portland Center for the Visual Arts, in an amount not to exceed \$3,825.00; Exhibit "D" for The Madrigalia, in an amount not to exceed \$1,500.00; 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. 120092S

Council No. 5119

1119

GEORGE APPROVED

APPROVED BY THE CITY OF PORTLAND

[Handwritten signature]

AUG 6 1980

Passed by the Council,
Commissioner Schwab
July 23, 1980
Sandra L. Thurman
37500020/260

Attest:

[Handwritten signature: Serge Upham]
Auditor of the City of Portland

©

Calendar No. 2795

ORDINANCE No. 150152

Title

An Ordinance authorizing an agreement with Art Associates of Reed College, at a cost of \$750.00 to provide a series of small exhibits; with Music Associates of Reed College, at a cost of \$500.00 to provide a series of eight monthly classical music concerts from September through May; with Portland Center for the Visual Arts, at a cost of \$3,825.00 to provide two major exhibitions, free of charge, to the public; with The Madrigalia, at a cost of \$1,500.00 to provide one major program of choral chamber music; 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
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Metropolitan Arts Commission
Prepared By: Margaret Ellison/st Date: 7-23-80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Margaret Ellison

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JUL 28 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Jordan Deputy