

EXHIBIT A
AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND ART ASSOCIATION, who shall be contacted through Barbara
Gibbs, Portland Art Association, 1219 S.W. Park, Portland, Oregon
97205, 226-2811 (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 Art Association (Contractor) presents itself to the City as an organization which provides quality visual arts presentations and represents that it has the experience and expertise to provide free Friday night activities at the Museum hereafter described.
3. City desires to engage such services in order to provide cultural enrichment opportunities for the citizens of Multnomah County.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Maintain and continue special Friday evening activities, free to the public, including access to permanent and special exhibitions.
2. Provide free informational literature about museum programs, permanent collections and special events.
3. Provide a series of education lectures and performances on Friday evenings for the public.
4. Publicize and make known to the public that these activities are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 25th 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 \$ 8000.00.
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 monthly, upon
presentation of invoice.

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 special Friday night activities at \$800 per month	\$ 8,000.00
TOTAL BUDGET	\$ 8,000.00

EXHIBIT B

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHWEST REPERTORY DANCE COMPANY (Contractor), who shall be contacted
through Storm Harris, 918 S. W. Yamhill, Portland, Oregon 97204,
227-1927 (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 Repertory Dance Company (Contractor) presents itself to the City as an organization which provides quality modern dance performances and has the experience and expertise to provide two (2) dance 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 Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide two (2) formal, full-length modern dance performances.
2. Publicize and make known to the public that these events are taking place.

TIME OF PERFORMANCE:

This agreement commences as of the 1st day of September, 1980
and continues through the 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 \$ 2,000.00.
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 \$400.00 for
publicity and scheduling with the remainder to 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 publicity and scheduling	\$ 400.00
Reimbursement for two (2) dance concerts at \$800.00 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)

CHAMBER MUSIC NORTHWEST (Contractor), who shall be contacted
through Linda Magee, P. O. Box 751 DCE, Portland, Oregon
97207, 229-4079 (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. Chamber Music Northwest (Contractor) presents itself to the City as an organization which provides quality chamber music concerts and has the experience and expertise to perform two (2) programs for the City of Portland and Multnomah County.
3. City desires to engage such services in order to provide quality entertainment and cultural enrichment for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide two (2) performances of chamber music programs.
2. Provide for all scheduling and preparation.
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 \$ 1,755.00.
- 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 two (2) chamber music concerts at \$877.50 each	\$1,755.00
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TOTAL BUDGET	\$1,755.00

ORDINANCE NO. 150237

An Ordinance authorizing an agreement with PORTLAND ART ASSOCIATION, at a cost of \$8000 to provide Friday evening activities and informational literature; with NORTHWEST REPERTORY DANCE COMPANY, at a cost of \$2000 to provide two modern dance performances; with CHAMBER MUSIC NORTHWEST, at a cost of \$1755 to provide two performances of chamber music programs, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the City of Portland and Multnomah County have established the Metropolitan Arts Commission in order to promote and encourage public programs to further the development and public awareness of, and interest in, the performing and visual arts.
2. That PORTLAND ART ASSOCIATION, presents itself to the City as an organization which provides quality visual arts presentations and has the experience and expertise to provide for the City free Friday night art activities and Exhibit A is an appropriate form of agreement for said purpose.
3. That NORTHWEST REPERTORY DANCE COMPANY presents itself to the City as an organization which provides quality modern dance performances and has the experience and expertise to provide two (2) dance concerts and Exhibit B is an appropriate form of agreement for said purpose.
4. That CHAMBER MUSIC NORTHWEST presents itself to the City as an organization which provides quality chamber music concerts and has the experience and expertise to perform two (2) programs and Exhibit C is an appropriate form of agreement for said purpose.

NOW THEREFORE, The Council directs:

- a. The Auditor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit A with PORTLAND ART ASSOCIATION, 1219 S.W. Park, Portland, Oregon 97205, 226-2811, Attention: Barbara Gibbs; a contract similar in form to Exhibit B with NORTHWEST REPERTORY DANCE COMPANY, 918 S.W. Yamhill, Portland, Oregon 97204, 227-1927, Attention: Storm Harris; a contract similar in form to Exhibit C with CHAMBER MUSIC NORTHWEST, P.O. Box 751 DCE, Portland, Oregon 97202, 229-4079, Attention: Linda Magee.

ORDINANCE No.

- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit A for Portland Art Association, in an amount not to exceed \$8000; Exhibit B for Northwest Repertory Dance Company, in an amount not to exceed \$2000; Exhibit C for Chamber Music Northwest, in an amount not to exceed \$1755; 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. 18833

18833

COMMUNICATIONS SECTION
 1000 NE OREGON STREET
 PORTLAND, OREGON 97232

AUG 2 1 2014

CLERK OF THE CITY OF PORTLAND

Passed by the Council, **AUG 20 1980**
 Commissioner Schwab
 August 1, 1980
 Jane Hall
 37500020/260

Attest:

George Schwab
 Auditor of the City of Portland

Calendar No. 2979

ORDINANCE No. 150237

Title

An Ordinance authorizing an agreement with PORTLAND ART ASSOCIATION, at a cost of \$8000 to provide Friday evening activities and informational literature; with NORTHWEST REPERTORY DANCE COMPANY, at a cost of \$2000 to provide two modern dance performances; with CHAMBER MUSIC NORTHWEST, at a cost of \$1755 to provide two performances of chamber music programs, 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 SCHWAB

NOTED BY THE COMMISSIONER
Affairs <i>[Signature]</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: METROPOLITAN ARTS COMMISSION
Prepared By: <i>Marilyn Coffel</i> / Date: 8/1/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Marilyn Coffel</i> Marilyn Coffel

CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer

Filed AUG 15 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

[Signature]
Deputy