

## EXHIBIT A

## 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 provide a summer series of 15 concerts under the direction of Sergiu Luca.
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 fifteen (15) 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 July, 1980  
and continues through the 5th 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 \$ 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 the series of 15 chamber music concerts.

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:

150893

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 fifteen (15) chamber music concerts  
at \$1,755.00 for the series - - - - - \$1,755.00

、 TOTAL BUDGET. . . . . \$1,755.00

# ORDINANCE No. 150893

An Ordinance authorizing an amendment to Ordinance #150237 between the City of Portland and Chamber Music Northwest and substituting retroactive support of (15) fifteen 1980 summer season music concerts for two performances of chamber music programs, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance #150237 between the City of Portland and Chamber Music Northwest provides the City with two chamber music concerts; that Chamber Music Northwest has both new executive and artistic directors since application for this grant was made; that it cannot effectively carry out the concerts without incurring financial hardship because the money awarded was approximately 1/3 of the amount requested for the two chamber music concerts; and that it is appropriate to apply the \$1755 grant monies to retroactive support of the 1980 summer season of 15 music concerts.
2. That no contract between the City of Portland and Chamber Music Northwest has yet been executed, pending amendment to Ordinance 150237.

NOW, THEREFORE, the Council directs:

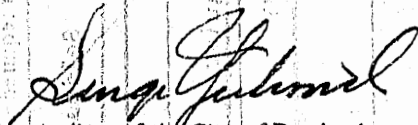
- a. The Auditor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit A with Chamber Music Northwest, P.O. Box 751 DCE, Portland, Oregon 97202, 229-4079, Attention: Linda Magee.

Section 2. The Council declares that an emergency exists because delay in enactment of this ordinance will unnecessarily delay financial support to Chamber Music Northwest for the 1980 summer season of chamber music concerts provided for the citizens of Multnomah County and the City of Portland; therefore, this Ordinance shall be in force and effect after its passage by the Council.

Passed by the Council, DEC 31 1980

Commissioner Schwab  
December 16, 1980  
Aileen Clark  
37500020/260

Attest:

  
Auditor of the City of Portland

Calendar No. 4507

# ORDINANCE No. 150893

## Title

An Ordinance authorizing an amendment to Ordinance #150237 between the City of Portland and Chamber Music Northwest and substituting retroactive support of (15) fifteen 1980 summer season music concerts for two performances of chamber music programs, and declaring an emergency.

DEC 23 1980

Filed

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By

Deputy

*Frank Dufay*

### THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Jordan		
Lindberg		
Schwab		
<i>Wancie</i>		

### FOUR-FIFTHS CALENDAR

Jordan	
Lindberg	
Schwab	
<i>Wancie</i>	

INTRODUCED BY

Commissioner Schwab

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration

Safety

Utilities

Works

### BUREAU APPROVAL

Bureau:

METROPOLITAN ARTS COMMISSION

Prepared By:

Date:

Aileen Clark

12/16/80

Budget Impact Review:

☐ Completed

☒ Not required

Bureau Head:

Selina M. Roberts

### CALENDAR

Consent

X

Regular

NOTED BY

City Attorney

City Auditor

City Engineer