#### PARTTES:

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

Chamber Music Northwest, who shall be shall be contacted through Linda Magee, P.O. Box 751 DCE, Portland, Oregon 97207, 229-4079 (Contractor)

#### RECTTALS:

- 1. Multnamah County and the City of Portland have by agreement established the Metropolitan Arts Cammission in order to pramote the arts within the City of Portland and Multnamah County. The Cammission has recommended to the County and the City that the services under this agreement will aid in pramoting the arts.
- 2. Chamber Music Northwest (Contractor) presents itself to the City as an organization which provides quality chamber concerts for the City of Portland and Multnamah County.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

## AGREED:

#### CONTRACTOR PERFORMANCE

- 1. Provide 13 concerts during its 1981 summer season at Reed College.
- Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

TIME	OF	PERFORMANCE:
111111111111111111111111111111111111111	C)T	FERT ORTHUCE:

This agreement commences as of the <u>1st day of July, 1981</u>	
and continues through the 30th day of June, 1982	
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 \$ 3,000.00
- 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 receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "A".

## GENERAL PROVISIONS

- 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.

EXHIBIT "A"

BUDGET

#### PARTTES:

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

CONTEMPORARY CRAFTS ASSOCIATION, who shall be contacted through Sam Evans, 3934 S.W. Corbett Avenue, Portland, Oregon 97201, 228-2308 (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. Comtemporary Crafts Association (Contractor) presents itself to the City as an organization which provides selection and scheduling of professional artists to work in the public school system and has the experience and expertise to administer the Artists-in-the-Schools Program.
- 3. City desires to engage such services in order to provide cultural enrichment to students and teachers in the public school system in the City of Portland and Multnomah County.

## AGREED:

## CONTRACTOR PERFORMANCE

- 1. Provide 22 Artists-in-the-Schools workshops within Multnamah County.
- 2. Work closely with school officials to schedule and arrange the workshops.
- 3. Arrange for the schools to provide funds to match City/County funds for 22 workshops.

## TIME OF PERFORMANCE:

	Thi	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMPI		TION AND METHOD OF PAYMENT:
		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 \$ 6,000.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "B"

## GENERAL PROVISIONS

- 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 "B", 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 "B").
- 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 "B"

# BUDGET

Reimbursement for 22 weeks for Artists-in-the-Schools in Multnamah County	\$6,000.00
TOTAL BUDGET	\$6,000.00

#### PARTIES:

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

NORTHWEST FILM STUDY CENTER, who shall be contacted through Bill Foster, 1219 S.W. Park, Portland, Oregon 97205, 221-1156 (Contractors)

#### 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 who has the experience and expertise to provide high quality films to children who would otherwise be unlikely to attend.
- 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

- 1. Provide a series of twenty six (26) different matinee programs, and distribute two hundred tickets per program, free of charge, to County-wide organizations who could best use them.
- Provide for all scheduling and preparation.
- 3. Provide for all publicity for these matinees and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

#### TIME OF PERFORMANCE:

	This	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMPI	:NSA:	TION 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 \$2,600.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "C" .

## GENERAL PROVISIONS

- 1. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases, and verbal announcements.
- 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 "C", 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.

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 "C").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Approved as to form:

CITY OF PORTLAND

BY

Commissioner of Public Affairs

BY

Auditor of the City of Portland

BY

Title

# EXHIBIT "C"

## BUDGET

Reimbursement	for	a	series	of	twenty	six	(26)	different	matinees	
for children	· • • •	• • •		• • •	• • • • • •	• • • •		• • • • • • • • • •		\$2,600.00
										\$2,600.00

#### PARTIES:

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

NORTHWEST MEDIA PROJECT, Inc., who shall be contacted through Morrie Warshawski, P.O. Box 4093, Portland, Oregon 97208, 223-5335 (Contractor)

## RECITALS:

- 1. Multnamah 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 Media Project, Inc. (Contractor) presents itself to the City as an organization who has the experience and expertise to exhibit important works by independent filmmakers in the Northwest.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

## AGREED:

## CONTRACTOR PERFORMANCE

- 1. Provide a series of four (4) showings of important works by independent filmmakers to be held either at the Movie House, or at The Clinton Street Theatre.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these films.

TIME:	OF I	PERFORMANCE:
	Thi	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMPI	ENSA:	TION 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 \$3,410.00
	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 receipt of invoice(s) submitted to Metropolitan Art Commission
		in accordance with Evhibit "D"

## GENERAL PROVISIONS

- 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"D", 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 "D").
- 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

City Attorney

Title

# EXHIBIT "D"

# BUDGET

Reimbursement for a series	of four (4) showings	of important works	
by independant filmmakers	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	\$3,410.00
	LATOT	BUDGET	\$3,410.00

#### PARTIES:

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

NORTHWEST REPERTORY DANCE COMPANY, who shall be contacted through Robert Dupuy, 918 S.W. Yamhill, Portland, Oregon 97205, 227-1927 (Contractor)

#### RECITALS:

- 1. Multnamah 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 Multnamah 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 Multnamah County.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

#### AGREED:

## CONTRACTOR PERFORMANCE

- 1. Provide two (2) modern dance performances to be held in the Performing Arts Center at David Douglas High School.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

TIME OF PERFORMANCE:							
This agreement	commences a	s of	the	1st day of Ju	ly.	1981	

and continues through the 30th day of June. 1982

#### 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 \$3,000.00
- 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 receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "E".

## GENERAL PROVISIONS

- 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 "E", 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.

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:

- 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 "E").
- 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

City Attorney

City Attorney

# EXHIBIT "E"

## BUIXET

Reimbursement for a series of two (2) modern dance performances ... \$3,000.00

TOTAL BUDGET \$3,000.00

## PARTIES:

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

OREGON MIME THEATRE, who shall be contacted through Evy Warshawski, P.O. Box 486, Lake Oswego, Oregon 97034, 636-2068 (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 Mime Theatre (Contractor) presents itself to the City as an organization which provides quality mime performances and has the experience and expertise to provide for the City a series of ten (10) live performances.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

#### AGREED:

## CONTRACTOR PERFORMANCE

- 1. Provide six (6) mime performances free of charge for children and four (4) mime performances free of charge for adults.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

#### TIME OF PERFORMANCE:

	This	s agreement commences as of the 1st day of July, 1981
	and	continues through the 30th day of June, 1982
COM/ID		
CCMP.	L'IACA)	TION 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 $$4000.00$
	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 receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "F".

# GENERAL PROVISIONS

- 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 Cammission 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 "F", 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 "F").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Oregon Mime Theatre

# EXHIBIT "F"

# BUDGET

Reimbursement	for	а	series	of	ten	(10)	live mime performances	• • • • •	\$4,000.00
							TOTAL BUDGET		\$4,000.00

#### 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, 248-4407 (Contractor)

## RECITALS:

- 1. Multnamah County and the City of Portland have by agreement established the Metropolitan Arts Cammission in order to pramote the arts within the City of Portland and Multnamah County. The Cammission has recommended to the County and the City that the services under this agreement will aid in pramoting 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 Multnamah County.
- 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

- 1. Provide two (2) concerts to the citizens of Portland and Multnamah County.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

## TIME OF PERFORMANCE:

	This	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMPI	TAZVĒ	TION 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 \$2,975.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "G".

## GENERAL PROVISIONS

- 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 "G", 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 "G").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Oregon Repertory Singers

# EXHIBIT "G"

# BUDGET

		concerts by the Oregon	
Repertory Singers	•••••	• • • • • • • • • • • • • • • • • • • •	\$2,975.00
		TOTAL BUDGET	\$2,975.00

#### 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 K. Gibbs, 1219 S.W. Park Avenue, Portland, Oregon 97205, 226-2811, ext. 59 (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 promote the arts in the community and provide quality entertainment for the citizens of Multnomah County and the City of Portland.

#### AGREED:

# CONTRACTOR PERFORMANCE

- 1. Maintain and continue special Friday evening activities, free to the public, including access to permanent and special exhibitions; and provide free informational literature about museum programs, permanent collections and special events.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these exhibitions.

## TIME OF PERFORMANCE:

This agreement	commences as	of the	1st day	of July,	1981
and continues					

#### 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 \$8,800.00
- 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.

Payment schedule: The Contractor shall be reimbursed	
upon receipt of invoice(s) submitted to Metropolitan Art Commission	
The second of th	
	Payment schedule: The Contractor shall be reimbursed_ upon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "H".

## GENERAL PROVISIONS

- 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 "H", 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 "H").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

# EXHIBIT "H"

# BUDGET

Reimbursement	for	special	Friday	night	activities		\$8,800.00
					TOTAL BUI	DGET	\$8,800.00

## PARTIES:

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

PORTLAND BALLET COMPANY, who shall be contacted through Pamela J. Hulse, P.O. Box 751, Portland, Oregon 97207, 249-8498 or 227-6867 (Contractor)

## RECITALS:

- 1. Multnomah Cocunty 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 Ballet Company (Contractor) presents itself to the City as an organization which provides quality ballet performances and has the experience and expertise to provide two (2) classical ballet performances, free of charge, in the evenings, at Washington Park.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

## AGREED:

## CONTRACTOR PERFORMANCE

- 1. Provide two (2) classical ballet performances, free of charge, in the evenings, at Washington Park.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

TIME	OF I	PERFORMANCE:
	Thi	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMP.	ENSA!	TION 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 \$3,810.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit"I".

## GENERAL PROVISIONS

- 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 "I", 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.

#### LFGAL 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 "I").
- 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

# EXHIBIT "I"

## BUDGET

Reimbursement for a series of two (2) classical ballet performances \$3,810.00

TOTAL BUIXET \$3,810.00

#### 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 ten (10) major exhibitions for the Metropolitan Arts Commission.
- 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

- 1. Provide ten (10) major exhibitions to the public.
- Provide for all scheduling and preparation.
- 3. Provide for all publicity for these exhibitions and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these exhibitions.

	Thi	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COME		TION 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 \$7,500.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission
		in accordance with Exhibit "J".

#### GENERAL PROVISIONS

- 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 "J", 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.

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 "J").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Portland Center for the Visual Arts

# EXHIBIT "J"

## BUDGET

Reimbursement	for	a	series	of	ten	(10)	exhibitions	• • • • • • • • • • • • • • • • • • • •	\$7,500.00
							TOTAL BUI	CET	\$7,500.00

#### PARTIES:

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

PORTLAND CIVIC THEATRE, who shall be contacted through Isabella Chappel, Portland Civic Theatre, 1530 S.W. Yamhill, Portland, Oregon 97205, 226-3048 (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 Civic Theatre (Contractor) presents itself to the City as an organization which provides quality live theatre performances and has the experience and expertise to provide five (5) high quality productions.
- 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

- 1. Provide a series of five (5) productions to be held at the Portland Civic Theatre.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

This agreement commences as of the 1st day of July, 1981
and continues through the <u>30th day of June</u> , 1982
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 \$7,000.00
<ol> <li>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.</li> </ol>
3. Payment schedule: The Contractor shall be reimbursed
upon receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "K".

#### GENERAL PROVISIONS

- 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 "K", 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.

#### ASSEGNABILITY:

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.

#### LFGAL PROVISIONS:

- 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 "K").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Portland Civic Theatre

# EXHIBIT "K"

#### BUDGET

Reimbursement	for	a	series	of	five	(5)	productions	 \$7,000.00
							TOTAL BUDGET	\$7,000.00

#### PARTIES:

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

PORTLAND JUNIOR SYMPHONY ASSOCIATION, who shall be contacted through Kay Young, 922 S.W. Main, Portland, Oregon 97205, 223-5939 or 222-7458 (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 Junior Symphony Association (Contractor) presents itself to the City as an organization which provides quality musical presentations and has the experience and expertise to provide a series of concerts for school-age children and senior citizens.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality entertainment for the citizens of Multnamah County and the City of Portland.

#### AGREED:

#### CONTRACTOR PERFORMANCE

- 1. Provide four (4) or five (5) concerts for school-age children and senior citizens, two to be held at the Civic Auditorium and two or three to be held at different schools.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

This agreement commences as o	of the <u>1st day</u>	of July, 1981
and continues through the 30th	th day of June,	1982

#### 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 \$3,500.00
- 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 receipt of invoice(s) submitted to Metropolitan Art Commission

in accordance with Exhibit "L".

#### GENERAL PROVISIONS

- 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 "L", 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 "L").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Portland Junior Symphony Association

## EXHIBIT "L"

# BUDGET

};	Reimbursement	for	a	series	of	four	(4)	or	five	(5)	concerts	• • • • • • • • • • • • • • • • • • • •	\$3,500.00
									TOTAL	BUI	CET		\$3,500.00

#### PARTIES:

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

PORTLAND MIME THEATRE, who shall be contacted through Linda Bresnan, P.O. Box 40512, Portland, Oregon 97240, 285-6928 (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.
- Portland Mime Theatre (Contractor) presents itself to the City
  as an organization which provides high quality mime performances
  and has the experience and expertise to provide quality mime
  performances for the city.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

#### AGREED:

#### CONTRACTOR PERFORMANCE

- 1. Provide six (6) high quality mime performances, to be held at different parks in the Portland area with one downtown performance.
- 2. Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these concerts.

	Thi	s agreement commences as of the <u>1st day of July, 1981</u>
	and	continues through the 30th day of June, 1982
COMPI	INSAI	TION 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 \$3,000.00
	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 reimbursedupon receipt of invoice(s) submitted to Metropolitan Art Commission
		•

#### GENERAL PROVISIONS

#### Contractor shall:

in accordance with Exhibit "M".

- 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 "M", 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:

- 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 "M").
- 5. All Charter, Code and Statutory provisions applicable to contracts of the City hereby are incorporated and the Contractor shall comply herewith.

Page 3 - Agreement for Services - Portland Mime Theatre

City Attorney

# EXHIBIT "M"

# BUDGET

Reimbursement	for	a	series	of	six	(6)	high	quality	mime	performances	\$3,000.00
							'	IOTAL BUI	CET		\$3,000.00

#### PARTIES:

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

YOUNG AUDIENCES OF OREGON, INC., who shall be contacted through Nan Tupper-Malone, 320 S.W. Stark Street, Room 419, 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 handicapped or emotionally disturbed children in Multnomah County and the City of Portland, and has the experience and expertise to perform at various facilities throughout the City of Portland.
- 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

- 1. Provide a series of thirty two (32) performances which will will be held at various sites throughout Portland.
- Provide for all scheduling and preparation.
- 3. Provide for all publicity for these performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

	Thi	s agreement commences as of the 1st day of July, 1981
	and	continues through the 30th day of June, 1982
COMPE	NSA'	TION 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 \$5,000.00
	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 receipt of invoice(s) submitted to Metropolitan Art Commission
		in accordance with Exhibit "N".

#### GENERAL PROVISIONS

- 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 "N", 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:

- 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 "N").
- 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

## EXHIBIT "N"

# BULKET

Reimbursement	for	a	series	of	thirty	two	(32)	performances	• • • • •	\$5,000.00
						TOTA	L BU	DGET		\$5,000.00

# ORDINANCE No. 151866

An Ordinance authorizing 14 agreements with 14 arts organizations, at a total cost of \$63,595 to provide public performances and/or public services, 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 CHAMBER MUSIC NORTHWEST presents itself to the City as an organization which provides quality concerts and represents that it has the experience and expertise to provide for the City thirteen chamber concerts and Exhibit "A" is an appropriate form of said purpose.
- 3. That CONTEMPORARY CRAFTS ASSOCIATION presents itself to the City as an organization which provides selection and scheduling of professional artists to work in the public schools and represents that is has the experience and expertise to provide for the City twenty two Artists-in-the-Schools workshops 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 high quality films to children who would otherwise be unlikely to attend and represents that it has the experience and expertise to provide for the City a series of twenty six different matinee programs and Exhibit "C" is an appropriate form of agreement for said purpose.
- 5. That NORTHWEST MEDIA PROJECT INC,, presents itself to the City as an organization which provides an exhibit of important works by independent filmmakers in the Northwest and represents that it has the experience and expertise to provide for the City a series of four showings of important works by independent filmmakers and Exhibit "D" is an appropriate form of agreement for said purpose.
- 6. That NORTHWEST REPERTORY DANCE COMPANY presents itself to the City as an organization which provides quality modern dance performances and represents that it has the experience and and expertise to provide for the City two modern dance performances and Exhibit "E" is an appropriate form of agreement for said purpose.
- 7. That OREGON MIME THEATRE presents itself to the City as an organization which provides quality mime performances and

- represents that it has the experience and expertise to provide for the City ten mime performances and Exhibit "F" is an appropriate form of agreement for said purpose.
- 8. That OREGON REPERTORY SINGERS presents itself to the City as an organization which provides choral music concerts and represents that it has the experience and expertise to provide for the City two concerts and Exhibit "G" is an appropriate form of agreement for said purpose.
- 9. That PORTLAND ART ASSOCIATION 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 for the City free Friday night activities at the Art Museum and Exhibit "H" is an appropriate form of agreement for said purpose.
- 10. That PORTIAND BALLET COMPANY presents itself to the City as an organization which provides quality ballet performances and represents that it has the experience and expertise to provide for the City two classical ballet performances and Exhibit "I" is an appropriate form of agreement for said purpose.
- 11. That PORTLAND CENTER FOR THE VISUAL ARTS presents itself to the City as an organization which provides major exhibitions of quality visual art and represents that it has the experience and expertise to provide for the City ten major exhibitions and Exhibit "J" is an appropriate form of agreement for said purpose.
- 12. That PORTLAND CIVIC THEATRE presents itself to the City as an organization which provides quality live theatre performances and represents that it has the experience and expertise to provide for the City a series of five productions and Exhibit "K" is an appropriate form of agreement for said purpose.
- 13. That PORTLAND JUNIOR SYMPHONY ASSOCIATION presents itself to the City as an organization which provides quality musical presentations and represents that it has the experience and expertise to provide for the City a series of four or five concerts and Exhibit "L" is an appropriate form of agreement for said purpose.
- 14. That PORTLAND MIME THEATRE presents itself to the City as an organization which provides quality mime performances and represents that it has the experience and expertise to provide for the City six quality mime performances and Exhibit "M" is an appropriate form of agreement for said purpose.
- 15. That YOUNG AUDIENCES OF OREGON, INC., presents itself to the City as an organization which provides quality entertainment and cultural enrichment for handicapped or emotionally disturbed children and represents that it has the experience and expertise to provide for the City a series of thirty two performances and Exhibit "N" is an appropriate form of agreement for said purpose.

#### NOW, THEREFORE, The Council directs:

- 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, 97207, 229-4079, Attention: Linda Magee; a contract similar in form to Exhibit "B" with CONTEMPORARY CRAFTS ASSOCIATION, 3934 SW Corbett, Portland, Oregon, 97201, 228-2308, Attention: Sam Evans; a contract similar in form to Exhibit "C" with NORTHWEST FILM STUDY CENTER, 1219 SW Park, Portland, Oregon, 97205, 221-1156, Attention: Bill Foster; a contract similar in form to Exhibit "D" with NORTHWEST MEDIA PROJECT, INC., P.O. Box 4093, Portland, Oregon, 97208, 223-5335, Attention: Morrie Warshawski; a contract similar in form to Exhibit "E" with NORTHWEST REPERTORY DANCE COMPANY, 918 SW Yamhill, Portland, Oregon, 97205, 227-1927, Attention: Robert Dupuy; a contract similar in form to Exhibit "F" with OREGON MIME THEATRE, P.O. Box 486, Lake Oswego, Oregon, 97034, 636-2068, Attention: Evy Warshawski; a contract similar in form to Exhibit "G" with OREGON REPERTORY SINGERS, P.O. Box 894, Portland, Oregon, 97207, 248-4407, Attention: Jan Schaeffer; a contract similar in form to Exhibit "H" with PORTLAND ART ASSOCIATION, 1219 SW Park, Portland, Oregon, 97205, 226-2811, Attention: Barbara K. Gibbs; a contract similar in form to Exhibit "I" with PORTIAND BALLET COMPANY, P.O. Box 751, Portland, Oregon, 97207, 227-6867, Attention: Pamela J. Hulse; a contract similar in form to Exhibit "J" with PORTLAND CENTER FOR THE VISUAL ARTS, 117 NW 5th, Portland, Oregon, 97209, 222-7107, Attention: Donna Milrany; a contract similar in form to Exhibit "K" with PORTLAND CIVIC THEATRE, 1530 SW Yamhill, Portland, Oregon, 97205, 226-3048, Attention: Isabella Chappel; a contract similar in form to Exhibit "L" with PORTLAND JUNIOR SYMPHONY ASSOCIATION, 922 SW Main, Portland, Oregon, 97205, 223-5939, Attention: Kay Young; a contract similar in form to Exhibit "M" with PORTLAND MIME THEATRE, P.O. Box 40512, Portland, Oregon, 97240, 285-6928, Attention: Linda Bresnan; a contract similar in form to Exhibit "N" with YOUNG AUDIENCES OF OREGON, INC., 320 SW Stark, Portland, Oregon, 97204, 224-1412, Attention: Nan Tupper-Malone.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Chamber Music Northwest in an amount not to exceed \$3,000; Exhibit "B" for Contemporary Crafts Association in an amount not to exceed \$6,000; Exhibit "C" for Northwest Film Study Center in an amount not to exceed \$2,600; Exhibit "D" for Northwest Media Project Inc., in an amount not to exceed \$3,410; Exhibit "E" for Northwest Repertory Dance Company in an amount not to exceed \$3,000; Exhibit "F" for Oregon Mime Theatre in an amount not to exceed \$4,000; Exhibit "G" for Oregon Repertory Singers in an amount not to exceed \$2,975; Exhibit "H" for Portland Art Association in an amount not to exceed \$8,800; Exhibit "I" for Portland Ballet Company in an amount not to exceed \$3,810; Exhibit "J" for Portland

Center for the Visual Arts in an amount not to exceed \$7,500; Exhibit "K" for Portland Civic Theatre in an amount not to exceed \$7,000; Exhibit "L" for Portland Junior Symphony Association in an amount not to exceed \$3,500; Exhibit "M" for Portland Mime Theatre in an amount not to exceed \$3,000; Exhibit "N" for Young Audiences of Oregon Inc., in an amount not to exceed \$5,000; to be charged to Metropolitan Arts Commission (37500020/260) Miscellaneous Services.

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 Commissioner Schwab June 25, 1981 Diane Betcher

Attest:

Auditor of the City of Portland

1 1981

THE COMMISSIONERS VOTED AS FOLLOWS:									
	Yeas	Nays							
JORDAN									
LINDBERG									
SCHWAB									
STRACHAN									
IVANCIE	÷								

FOUR-FIFTHS CALENDAR		
JORDAN		
LINDBERG		
SCHWAB		
STRACHAN		
IVANCIE		

Calendar No. 2146

# ORDINANCE No. 151866

Title

An Ordinance authorizing 14 agreements with 14 arts organizations, at a total cost of \$63,595 to provide public performances and/or public services, and declaring an emergency.

	Bureau Head:
	Selina M. Roberts Sulla Will
	CALENDAR
	Consent Regular
	NOTED BY
	City Attorney
Filed JUN 2 6 1981	City Auditor
	City Engineer
GEORGE YERKOVICH Auditor of the CITY OF PORTLAND	
Hodad Croell	
By	

INTRODUCED BY

NOTED BY THE COMMISSIONER

BUREAU APPROVAL

Metropolitan Arts Commission

Date:

☐ Not required

June 25, 1981

Commissioner Schwab

Affairs

Safety

Utilities

Works

Burcau:

Prepared By:

Completed

Diane Betcher

Budget Impact Review:

Finance and Administration

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	~	
LINDBERG		
SCHWAB		
STRACHAN		
IVANCIE	,	

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JORDAN		
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Calendar No. 2146

# ORDINANCE No. 151866

# Title

An Ordinance authorizing 14 agreements with 14 arts organizations, at a total cost of \$63,595 to provide public performances and/or public services, and declaring an emergency.

	Conse
	City A
	City A
Filed <b>JUN 2 6 1981</b>	City A
	City E
GEORGE YERKOVICH	
Auditoriof the CITY OF PORTLAND	
By	

# INTRODUCED BY

Commissioner Schwab

NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau:	
Metropolitan Arts Commission	
Prepared By: Date:	
Diane Betcher June 25, 198	1
Budget Impact Review:	
▼ Completed □ Not required	
Bureau Head:	
Selina M. Roberts Suiall	
CALENDAR	
Consent Regular	
NOTED BY	
City Attorney	
City Auditor	
City Engineer	