

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

ARTS CELEBRATION, INC., who shall be contacted through Karen Whitman,
P.O. Box 8181, Portland, Oregon 97207, 223-7004 (Contractor)

RECITALS:

1. The Metropolitan Arts Commission has been charged by the City Council and the Multnomah County Board of Commissioners to promote the arts within the City of Portland and Multnomah County.
2. Contractor wishes to produce ARTQUAKE, a high quality arts festival to take place on the Portland Mall on September 11,12,13, 1981.
3. The City of Portland approved \$15,000 and Multnomah County approved \$2,650 as part of the FY 1981-82 budget process for ARTQUAKE, through the Metropolitan Arts Commission's budget.
4. The City and County desire to contract with the contractor to provide the 3 day ARTQUAKE on the Portland Mall featuring visual arts, crafts, film, poetry and performing arts and to administer the funds as specified.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Provide an arts festival, ARTQUAKE, on the Portland Mall on September 11,12,13, 1981.
2. Acknowledge the support of the Metropolitan Arts Commission in all printed programs, publicity releases and verbal announcements.
3. Upon completion of the project, shall transmit to the Metropolitan Arts Commission a written descriptive report of the project and a financial report.

TIME OF PERFORMANCE:

This agreement commences as of the 15th day of July, 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 \$ 17,650.
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

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

ORDINANCE No. 151933

An Ordinance authorizing an agreement with Arts Celebration, Inc. at a cost of \$17,650 to provide ARTQUAKE, an arts festival on the Portland Mall on September 11,12,13, 1981, 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 Arts Celebration, Inc. is a non-profit corporation established to sponsor ARTQUAKE.
3. Contractor wishes to produce ARTQUAKE, a high-quality arts festival to take place on the Portland Mall on September 11,12,13, 1981.
4. The City of Portland approved \$15,000 and Multnomah County approved \$2,650 for ARTQUAKE as part of the Metropolitan Arts Commission 1981-82 budget package.
5. The City desires to contract with the contractor to provide the 3-day ARTQUAKE on the Portland Mall featuring visual arts, crafts, film, poetry and performing arts and to administer the funds as specified.

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 Arts Celebration, Inc., P.O. Box 8181, Portland, Oregon 97207, Attention: Karen Whitman.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Arts Celebration, Inc., in an amount not to exceed \$17,650; to be charged to Metropolitan Arts Commission (37500046/260).

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.

Commissioner Schwab **JUL 15 1981**
 July 2, 1981
 Diane Betcher

Attest:


 Auditor of the City of Portland

Calendar No. 2321

ORDINANCE No. 151833

Title

An Ordinance authorizing an agreement with Arts Celebration, Inc. at a cost of \$17,650 to provide ARTQUAKE, an arts festival on the Portland Mall on September 11, 12, 13, 1981, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG		
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

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: Diane Betcher Date: July 2, 1981
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Selwan Roberts</i>

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

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JUL 10 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy