

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

PORTLAND ART ASSOCIATION, who shall be contacted through Barbara Gibbs, Portland Art Association, 1219 S.W. Park, Portland, Oregon 97205 226-2811 (Contractor)

RECITALS:

1. The City of Portland approved \$50,000 and Multnomah County approved \$25,000 for the Portland Art Association in the 1981-82 Major Institutional budget package of the Metropolitan Arts Commission during the budget session.
2. 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.
3. By this contract, the City and County desire to encourage continued success for the Portland Art Association for the benefit of the citizens of Portland and Multnomah County.

AGREED:

CONTRACTOR SHALL:

1. Provide matching monies from new sources or increased monies from existing sources to equal the \$75,000 provided for in this contract.
2. Provide tours of the permanent collections and changing exhibitions of the Portland Art Museum for public school students, special interest groups and the general public; provide in-school programs on the visual arts, including film and video; make available educational and interpretive material (gallery sheets, labels, catalogues, etc.) on the permanent collections and changing exhibitions; respond to requests from the public for information about the Portland Art Association, its programs and services.
3. Maintain a comprehensive reference library on visual art and art history available for use by the public.
4. Offer a referral service for inquiries from the public relating to history of, valuation of, and conservation of works of art.
5. Provide support for emerging and established professional artists through a program of studio visits and consultations, the Oregon Biennial exhibition, Rental Sales Gallery, Pacific Northwest College of Art and Northwest Film Study Center programs.

CONTRACTOR SHALL: (Continued)

- 6. Provide opportunities for volunteerism and para-professional activities through the Museum Docents, Chamberlains, Activities Council, Womens Council and for individual volunteer efforts.
- 7. Provide educational opportunities through special interest councils, such as the Asian art Council and Contemporary Art Council.
- 8. Maintain a BFA program and varied programs of continuing education and classes in the visual arts for adults and children through the Portland Art Museum, Pacific Northwest College of Art and the Northwest Film Study Center.
- 9. Provide through the Northwest Film Study Center a variety of ongoing film presentations, the Northwest Film and Video Festival, the Annual Young Filmmakers event, and the Filmmakers-in-the-School program.

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 \$75,000.
- 2. Payment schedule: City shall upon execution of this Agreement pay to Portland Art Association the sum of Seventy-Five Thousand and no/100 Dollars (\$75,000).

This sum is paid in consideration of the Association's covenant to faithfully perform the above mentioned Contractor obligations.

GENERAL PROVISIONS:

Contractor shall:

- 1. Acknowledge the support of the City of Portland, Metropolitan Arts Commission in all printed programs, publicity releases and verbal announcements.
- 2. Shall cooperate with the evaluation and monitoring by the City and shall furnish a final report to the Metropolitan Arts Commission at the end of the contract period. This report shall delineate how the Contractor has accomplished each of the 9 work elements of Contractor performance.

TERMINATION:

This Contract may be cancelled by the City for any willful failure or refusal on the part of the Contractor to perform faithfully the contract according to its terms.

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. 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

PORTLAND ART ASSOCIATION

BY _____
_____ Title

Approved as to form:

City Attorney

ORDINANCE No.

151934

151934

An Ordinance authorizing an agreement with the Portland Art Association in the amount of \$75,000 for the delivery of certain public services, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland approved \$50,000 and Multnomah County approved \$25,000 for the Portland Art Association in the 1981-82 Major Institution budget package of the Metropolitan Arts Commission.
2. 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.
3. By this contract, the City and County desire to encourage continued success for the Portland Art Association for the benefit of the citizens of Portland and Multnomah County.

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 the Portland Art Association, 1219 S.W. Park, Portland, Oregon 97205, Attention: Barbara Gibbs.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for the Portland Art Association in an amount not to exceed \$75,000 to be charged to the Metropolitan Arts Commission (37500046) Miscellaneous Services (260).

Section 2. The Council declares that an emergency exists because a delay in proceeding with the contract may unnecessarily deprive the citizens of Multnomah County and the City of Portland of the services being provided; therefore, this Ordinance shall be in force and effect after its passage by the Council.

JUL 15 1981

Passed by the Council,
Commissioner Schwab
July 2, 1981
Diane Betcher

Attest:


Auditor of the City of Portland

Calendar No. 2322

ORDINANCE No. 151134

Title

An Ordinance authorizing an agreement with the Portland Art Association in the amount of \$75,000 for the delivery of certain public services, 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
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Metropolitan Arts Commission
Prepared By: Diane Betcher
Date: July 7, 1981
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Selma Roberts</i>

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

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JUL 10 1981

By *George Yerkovich*
Deputy

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND