

## EXHIBIT "A"

## AGREEMENT FOR SERVICES

## PARTIES:

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

CONTEMPORARY CRAFTS ASSOCIATION, who shall be contacted through Marlene  
Gabel, 3934 S.W. Corbett Avenue, Portland, Oregon 97201, 223-2654  
(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. Contemporary Crafts Association (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 distribution of 2,000 posters promoting the Cynthia Schira textile exhibition.
3. City desires to engage such services in order to promote the arts in the community and provide quality art services for the citizens of Multnomah County and the City of Portland.

## AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Distribute 2,000 posters for the promotion of the Cynthia Schira textile exhibit and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this exhibition.

**TIME OF PERFORMANCE:**

This agreement commences as of the 3rd day of March, 1982  
and continues through the 31st day of December, 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 \$ 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 "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:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_ Title

EXHIBIT "A"

BUDGET

Reimbursement for distribution of 2,000 posters promoting the Cynthia Schira textile exhibition . . . . .	\$500.00
	<hr/>
TOTAL BUDGET	\$500.00

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

BONNIE MELTZER, who shall be contacted through Bonnie Meltzer, 9124 N. McKenna, Portland, Oregon 97203, 285-3131 (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. Bonnie Meltzer (Contractor) presents herself to the City as an individual who has the experience and expertise to design and construct a tapestry to be placed in the Portland Public Schools Education Service Center. The tapestry, through high visual and tactile quality will be accessible to sighted and non-sighted persons alike.
3. City desires to engage such services in order to promote the arts in the community and provide quality visual artwork for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Design and construct a tapestry accessible to sighted as well as non-sighted persons.
2. Provide for all scheduling and preparation.
3. Provide for all publicity for the tapestry and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this tapestry.

TIME OF PERFORMANCE:

This agreement commences as of the 3rd day of March, 1982  
and continues through the 31st day of December, 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 \$ 2,000.00.
2. Upon receipt by the City of such a requisition and report package, the Contractor shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder to date.
3. Payment schedule: The Contractor shall be reimbursed \_\_\_\_\_  
upon receipt of invoice(s) submitted to Metropolitan Art Commission  
\_\_\_\_\_  
\_\_\_\_\_

in accordance with Exhibit "B".

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 "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:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title

EXHIBIT "B"

BUDGET

Reimbursement for design and construction of a tapestry accessible to sighted as well as non-sighted persons . . . . .	\$2,000.00
TOTAL BUDGET	<u>\$2,000.00</u>



## EXHIBIT "C"

## AGREEMENT FOR SERVICES

## PARTIES:

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

OREGON HUMANE SOCIETY, who shall be contacted through Elizabeth  
Kaye, 1067 N.E. Columbia Blvd., Portland, Oregon 97211, 285-0643  
(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 City and the County that the services under this agreement will aid in promoting the arts.
2. Oregon Humane Society (Contractor) presents itself to the City as an organization which has the experience and expertise to sponsor the production of an artist-designed map.
3. City desires to engage such services in order to promote the arts in the community and provide quality visual art for the citizens of Multnomah County and the City of Portland.

## AGREED:

Contractor shall:

1. Sponsor the production of an artist-designed map.
2. Provide for all scheduling and preparation.
3. Provide for all publicity for this artwork and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this map.

**TIME OF PERFORMANCE:**

This agreement commences as of the 3rd day of March, 1982

and continues through the 31st day of December, 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 \$ 1,500.00.
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 "C".

**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 "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.

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

CITY OF PORTLAND

BY \_\_\_\_\_  
Commissioner of Public Affairs

BY \_\_\_\_\_  
Auditor of the City of Portland

BY \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title

EXHIBIT "C"

BUDGET

Reimbursement for artist fee for pictorial map . . . . .	\$1,500.00
TOTAL BUDGET	<u>\$1,500.00</u>

EXHIBIT "D"

AGREEMENT FOR SERVICES

PARTIES:

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

WASHINGTON PARK ZOO, who shall be contacted through Warren Iliff, 4001 S.W. Canyon Road, Portland, Oregon 97221, 226-1561 (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. Washington Park Zoo (Contractor) presents itself to the City as an organization which has the experience and expertise to sponsor the production of a large ceramic mural.
3. City desires to engage such services in order to promote the arts in the community and provide quality visual art for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Sponsor the production of a large ceramic mural.
2. Provide for all scheduling and preparation.
3. Provide for all publicity for the mural and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this mural.

TIME OF PERFORMANCE:

This agreement commences as of the 3rd day of March, 1982  
and continues through the 31st day of December, 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 \$ 1,000.00.
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 "D".

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 "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 \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title

EXHIBIT "D"

BUDGET

Reimbursement for artist fee for large ceramic mural . . . . .	\$1,000.00
	<hr/>
TOTAL BUDGET	\$1,000.00



## ORDINANCE NO. 152909

An Ordinance authorizing 4 agreements with 4 arts organizations at a total cost of \$5,000.00 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, literary, performing and visual arts.
2. That CONTEMPORARY CRAFTS ASSOCIATION presents itself to the City as an organization which has the experience and expertise to provide distribution of 2,000 posters for the promotion of the Cynthia Schira textile exhibition and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That BONNIE MELTZER presents herself to the City as an individual who has the experience and expertise to design and construct a tapestry accessible to sighted and non-sighted persons alike and Exhibit "B" is an appropriate form of agreement for said purpose.
4. That OREGON HUMANE SOCIETY presents itself to the City as an organization which has the experience and expertise to sponsor the production of an artist-designed map and Exhibit "C" is an appropriate form of agreement for said purpose.
5. That WASHINGTON PARK ZOO presents itself to the City as an organization which has the experience and expertise to sponsor the production of a large ceramic mural and Exhibit "D" is an appropriate form of agreement for said purpose.

NOW, THEREFORE, The Council directs:

- a. The Auditor and Commissioner of Public Affairs to execute on behalf of the City a contract similar in form to Exhibit "A" with CONTEMPORARY CRAFTS ASSOCIATION, 3934 S.W. Corbett, Portland, Oregon 97201, 223-2654, Attention: Marlene Gabel; a contract similar in form to Exhibit "B" with BONNIE MELTZER, 9124 N. McKenna, Portland, Oregon 97203, 285-3131, Attention: Bonnie Meltzer; a contract similar in form to Exhibit "C" with OREGON HUMANE SOCIETY, 1067 N.E. Columbia Blvd., Portland, Oregon 97211, 285-0643; Attention: Elizabeth Kaye; a contract similar in form to Exhibit "D" with WASHINGTON PARK ZOO, 4001 S.W. Canyon Road, Portland, Oregon 97221, 226-1561, Attention: Warren Iliff.

## ORDINANCE No.

- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Contemporary Crafts Association in an amount not to exceed \$500; Exhibit "B" for Bonnie Meltzer in an amount not to exceed \$2,000; Exhibit "C" for Oregon Humane Society in an amount not to exceed \$1,500; Exhibit "D" for Washington Park Zoo in an amount not to exceed \$1,000; to be charged to the Metropolitan Arts Commission (37500020/260) Miscellaneous Services.

Section 2. The Council declares that an emergency exists because a delay in proceeding with the contracts 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, MAR 2 1982  
Commissioner Schwab  
February 22, 1982  
Diane Betcher

Attest:

  
Auditor of the City of Portland

Calendar No. 512

ORDINANCE No. 152909

Title

An Ordinance authorizing 4 agreements with 4 arts organizations at a total cost of \$5,000.00 to provide public performances and/or public services, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG		1
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: February 22, 1982
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Selina M. Roberts <i>Selina M. Roberts</i>

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

NOTED BY
City Attorney
City Auditor
City Engineer

Filed FEB 25 1982

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND  
By *George Yerkovich*  
Deputy