

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHWEST ARTISTS WORKSHOP, which shall be contacted through Darryl Clegg, 522 N. W. 12th, Portland, Oregon 97209, 220-0435 (Contractor)

RECITALS:

1. The City of Portland and Multnomah County 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 through the MultiArts program.
2. Northwest Artists Workshop presents itself to the City as an organization which has the experience and expertise to sponsor Bruce Smith to attend an African dance festival and an African drum workshop and present a high quality performance in the African-American community.
3. City desires to engage such services in order to promote the arts in the community and provide quality arts events for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Sponsor the attendance by Bruce Smith at a dance festival and drum workshop.
2. Sponsor a high quality performance in the African-American community.
3. Provide fiscal administration.
4. Acknowledge the support of the Metropolitan Arts Commission and the National Endowment for the Arts on all written and verbal statements concerning this workshop and performance.

TIME OF PERFORMANCE:

This agreement commences as of the 15th day of April, 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 \$ 1,046.00.
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:

_____ Title

City Attorney

EXHIBIT "A"

BUDGET

Reimbursement for travel expenses for Bruce Smith to attend an African dance festival and workshop; reimbursement for a performance by Bruce Smith in the African-American community	\$1,046.00
TOTAL BUDGET	\$1,046.00

153105

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

THE URBAN LEAGUE OF PORTLAND, INC. which shall be contacted through Freddy Pettet, 718 W. Burnside, Portland, Oregon 97209, 224-0151 (Contractor)

RECITALS:

1. The City of Portland and Multnomah County 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 through the MultiArts program.
2. The Urban League of Portland presents itself to the City as an organization which has the experience and expertise to sponsor quality appearances by the Jazmin Community Marching Band.
3. City desires to engage such services in order to promote the arts in the community and provide quality arts events for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

1. Sponsor activities of Jazmin Community Marching Band.
2. Provide fiscal administration.
3. Acknowledge the support of the Metropolitan Arts Commission and the National Endowment for the Arts on all written and verbal statements concerning these activities.

TIME OF PERFORMANCE:

This agreement commences as of the 15th day of April, 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 \$ 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 "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:

_____ Title

City Attorney

EXHIBIT "B"

BUDGET

Reimbursement for materials, supplies and instruction costs of the Jazmin Community Marching Band	\$3,000.00
	<hr/>
TOTAL BUDGET	\$3,000.00

ORDINANCE NO. **153109**

An Ordinance authorizing 2 agreements with 2 arts organizations at a total cost of \$4,046.00 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 NORTHWEST ARTISTS WORKSHOP presents itself to the City as an organization which has the experience and expertise to sponsor Bruce Smith to attend an African dance festival and an African drum workshop and present a high quality performance in the African-American community and Exhibit "A" is an appropriate form of agreement for said purpose.
3. That THE URBAN LEAGUE OF PORTLAND, INC. presents itself to the City as an organization which has the experience and expertise to sponsor quality appearances by the Jazmin Community Marching Band and Exhibit "B" 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 NORTHWEST ARTISTS WORKSHOP, 522 N. W. 12th, Portland, Oregon 97209, 220-0435, Attention: Darryl Clegg; a contract similar in form to Exhibit "B" with THE URBAN LEAGUE OF PORTLAND, INC., 718 W. Burnside, Portland, Oregon 97209, 224-0151, Attention: Freddie Pettet.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Northwest Artists Workshop in an amount not to exceed \$1,046; Exhibit "B" for The Urban League of Portland, Inc. in an amount not to exceed \$3000; to be charged to the Metropolitan Arts Commission (37500089/260) Miscellaneous Services.

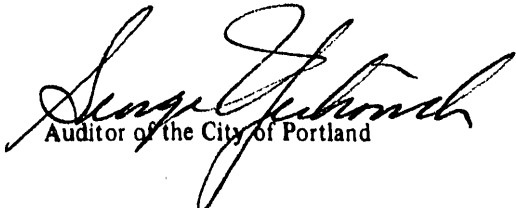
153109

ORDINANCE No.

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

Passed by the Council, **APR 15 1982**
Commissioner Schwab
April 14, 1982
Diane Betcher

Attest:


Auditor of the City of Portland

Calendar No. 1105

ORDINANCE No. 153109

Title

An Ordinance authorizing 2 agreements with 2 arts organizations at a total cost of \$4,046.00 to provide public performances and/or public services, and declaring an emergency.

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

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: April 14, 1982

Budget Impact Review:
 Completed Not required

Bureau Head:
Selina M. Roberts *Selina M. Roberts*

CALENDAR

Consent Regular

NOTED BY

City Attorney

City Auditor

City Engineer

Filed APR 15 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy