21.079

DEC 28 1983

EXHIBIT "B"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHEAST COALITION, INC., which shall be contacted through Edna Robertson, 4815 N.E. 7th, Portland, Oregon 97211, 248-4575 (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.
- Northeast Coalition, Inc. presents itself to the City as an organization which has the experience and expertise to sponsor Isaac Shamsud-Din to provide a high quality restoration of panels comprising the Albina Murals.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality arts services for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

- 1. Sponsor the activities of Isaac Shamsud-Din.
- 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.

Page 1 - Agreement for Services - Northeast Coalition, Inc.

This agreement commences as of the 15th day of December, 1983

and continues through the 31st day of January, 1984

COMPENSATION 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 \$^{555.00}
- 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.

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 Safety BY | _ |
| | Auditor of the City of Portland | - |
| Approved as to form: | BYTitle | e |
| City Attorney | • | |

155392

Page 3 - Agreement for Services - Northeast Coalition, Inc.

EXHIBIT "B"

.

.

BUDGET

| Reimbursement for | artist's fee, | supplies and materials, | and |
|-------------------|---------------|-------------------------|-----------|
| administrative | costs | | \$ 555.00 |
| | | | |

TOTAL BUDGET \$ 555.00

•

ORDINANCE No. 155392

An Ordinance authorizing 2 agreements with Northeast Coalition, Inc. at a total cost of \$1105.35 to provide public services to promote the arts, 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 the Metropolitan Arts Commission has received a grant from the National Endowment for the Arts for a MultiArts program designed to support minority, inner city, rural and tribal artists and arts organizations.
- 3. That NORTHEAST COALITION, INC. presents itself to the City as an organization which has the experience and expertise to sponsor Henry Frison and Isaac Shamsud-Din to provide high quality restorations of panels comprising the Albina Murals.
- NOW, THEREFORE, THE Council directs:
 - a. The Auditor and Commissioner of Public Safety to execute on behalf of the City contracts similar in form to Exhibit "A" and Exhibit "B" with Northeast Coalition, Inc., 4815 N.E. 7th, Portland, Oregon 97211, Attention: Edna Robertson.
 - b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Northeast Coalition, Inc. in an amount not to exceed \$550.35, and pursuant to Exhibit "B" for Northeast Coalition Inc. in an amount not to exceed \$555.00; to be charged to the Metropolitan Arts Commission (37519154/260) 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 the City of Portland and Multnomah County of the services being provided; therefore this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, DEC 1 4 1983 Commissioner Schwab December 6, 1983 Janet McMahon

JEWEL LANSING

Auditor of the City of Portland

3. Edua Cerera

Page No. 1

 $1)_{\cdots,115}$

21.078

DEC 2 8 1983

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHEAST COALITION, INC., which shall be contacted through Edna Robertson, 4815 N.E. 7th, Portland, Oregon 97211, 248-4575 (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. Northeast Coalition, Inc. presents itself to the City as an organization which has the experience and expertise to sponsor Henry Frison to provide a high quality restoration of panels comprising the Albina Murals.
- 3. City desires to engage such services in order to promote the arts in the community and provide quality arts services for the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

- 1. Sponsor the activities of Henry Frison.
- 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.

Page 1 - Agreement for Services - Northeast Coalition, Inc.

This agreement commences as of the 15th day of December, 1983

and continues through the 31st day of January, 1984

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 \$ 550.35
- 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.

Page 2 - Agreement for Services - Northeast Coalition, Inc.

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 Safety |
|----------------------|-------------------------------------|
| | BY Auditor of the City of Portland |
| | BYED |
| Approved as to form: | Title |
| City Attorney | - 155392 |

Page 3 - Agreement for Services - Northeast Coalition, Inc.

· · · •

.

BUDGET

.

.

| Reimbursement for | artist's fee, | supplies and materials, | and |
|-------------------|---------------|-------------------------|-----------|
| administrative | costs | | \$ 550.35 |
| | | | |

TOTAL BUDGET \$ 550.35

.

JUL 25 1984

EXHIBIT "C"



AGREEMENT FOR SERVICES

PARTIES:

! . 1 ...

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

NORTHEAST COALITION, INC., which shall be contacted through Edna Robertson, 4815 NE 7th, Portland, Oregon 97211, 248-4575 (Contractor)

RECITALS:

- 1. The City of Portland and Multhomah County have by agreement established the Metropolitan Arts Commission in order to promote the arts within the City of Portland and Multhomah 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. NORTHEAST COALITION, INC. (Contractor) presents itself to the City as an organization which has the experience and expertise to sponsor the Concordia and Sacramento-Knott neighborhoods to provide high-quality MultiArts neighborhood projects.
- 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 Multhomah County and the City of Portland.

AGREED:

CONTRACTOR PERFOMANCE

Contractor shall:

- 1. Sponsor the activities of the Concordia and Sacramento-Knott neighborhoods.
- 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.

Page 1 - Agreement for Services - NORTHEAST COALITION, INC.

RECEIVED JL 1 8 1984 ,ice of City Auditor

This agreement commences as of the 24th day of May, 1984

and continues through the _____31st day of December, 1984

COMPENSATION 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 \$<u>1,500.00</u>.
- 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 Métropolitan 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.

CITY BY

Commissioner of Public Safety

BY

Auditor of the City of Portland

Title

City Attorney

CITY ATTORNEY

APPROVED AS TO FORM

browed as to form:

156009

Page 3 - Agreement for Services - NORTHEAST COALITION, INC.

EXHIBIT "C"

۰.4

BUDGET

TOTAL BUDGET

\$1,500.00

Page 4 - Agreement for Services - NORTHEAST COALITION, INC.

ORDINANCE NO. 156000

An Ordinance authorizing 5 agreements with 5 organizations at a total cost of \$7,500.00 to provide public services to promote the arts, 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 the Metropolitan Arts Commission has received a grant from the National Endowment for the Arts for a MultiArts program designed to support minority, inner city, rural and tribal artists and arts organizations.
- 3. That DOWNTOWN COMMINITY ASSOCIATION presents itself to the City as an organization which has the experience and expertise to provide a high-quality MultiArts neighborhood project.
- 4. That NORTH PORTLAND CITIZENS COMMITTEE presents itself to the City as an organization which has the experience and expertise to sponsor the Linnton Community Association to provide a high-quality MultiArts neighborhood project.
- 5. That NORTHEAST COALITION, INC. presents itself to the City as an organization which has the experience and expertise to sponsor the Concordia and Sacramento-Knott neighborhoods to provide high-quality MultiArts neighborhood projects.
- 6. That NORTHWEST DISTRICT ASSOCIATION presents itself to the City as an organization which has the experience and expertise to provide a high-quality MultiArts neighborhood project.
- 7. That SOUTHEAST UPLIFT ADVISORY BOARD presents itself to the City as an organization which has the experience and expertise to sponsor the Creston-Kenilworth, Hosford-Abernethy, Lents, Richmond and Montavilla neighborhoods to provide high-quality MultiArts neighborhood projects.

NOW, THEREFORE, The Council directs:

a. The Auditor and Commissioner of Public Safety to execute on behalf of the City a contract similar in form to the exhibit designated with each organization shown in Exhibit I.

Page No. 1

ORDINANCE No.

- b. The Mayor and Auditor to draw and deliver warrants pursuant to the exhibit designated with each organization shown in Exhibit I, with amounts not to exceed the given amounts, to be charged to the Metropolitan Arts Commission (37519154/260) 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 Portland and Multhomah County of the services being provided; therefore this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, MAY 3 () 1984 Commissioner Schwab May 16, 1984 Janet McMahon

ą,

JEWEL LANSING

Auditor of the City of Portland

Br Odna Corvera

Deputy

EXHIBIT I

. .

Ł

| Exhibit | Organization | Amount |
|---------|---|-----------|
| A | Downtown Community Association 2083 N.W. Johnson #32 Portland, Oregon 97209 285-2256 Attn: David Froseth | \$ 750.00 |
| В | North Portland Citizens Committee 7508 N. Hereford Portland, Oregon 97203 248-4524 Attn: Toni Heaverin | 750.00 |
| С | Northeast Coalition, Inc. 4815 N.E. 7th Portland, Oregon 97211 248-4575 Attn: Edna Robertson | 1,500.00 |
| D | Northwest District Association 1819 N.W. Everett Portland, Oregon 97209 223-3331 Attn: Geri Ethan | 750.00 |
| E | Southeast Uplift Advisory Board 3334 S.E. Main Portland, Oregon 97214 232-0070 Attn: Phil Conti | 3,750.00 |



22212

EXHIBIT "C"

AGREEMENT FOR SERVICES

PARTIES:

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

NORTHEAST COALITION, INC., 4815 NE 7th, Portland, Oregon 9721, Attention: Edna Robertson (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.
- 2. Northeast Coalition, Inc. (Contractor) presents itself to the City as an organization which has the experience and expertise to provide a high-quality neighborhood arts project.
- 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 Multhomah County and the City of Portland.

AGREED:

CONTRACTOR PERFORMANCE

Contractor shall:

- 1. Provide a neighborhood arts project.
- 2. Provide for all scheduling and preparation for this project.
- 3. Acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning this project.

Page 1 - Agreement for Services - Northeast Coalition, Inc.

This agreement commences as of the <u>lst day of May, 1985</u>

and continues through the <u>31st day of December, 1985</u>

COMPENSATION 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 \$<u>1,000.00</u>.
- 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.

Page 2 - Agreement for Services - Northeast Coalition, Inc.

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 | |
| Cannissioner of Public Safety | |
| BY | |
| Auditor of the City of Portland | |
| | |
| Br | |
| SIGIN SIGN | _Title |
| 15 | 57280 |

Approved as to form:

City Attorney

Page 3 - Agreement for Services - Northeast Coalition, Inc.

EXHIBIT "C"

BUDGET

TOTAL BUDGET \$1,000.00

Page 4 - Agreement for Services - Northeast Coalition, Inc.