

EXHIBIT "A"

AGREEMENT FOR SERVICES

PARTIES:

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

OREGON SYMPHONY ASSOCIATION, who shall be contacted through John
Graham, 1119 SW Park, Portland, OR 97205, 228-4294 (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. Oregon Symphony Association (Contractor) presents itself to the City as an organization which provides quality musical presentations and has the experience and expertise to provide the City with two neighborhood concerts.
3. City desires to engage such services in order to provide cultural enrichment opportunities to the citizens of Multnomah County and the City of Portland.

AGREED:

CONTRACTOR SHALL:

1. Provide a series of two (2) neighborhood concerts featuring 80 musicians and a Conductor.
2. Provide for all publicity for this series of performances and acknowledge the support of the Metropolitan Arts Commission on all written and verbal statements concerning these performances.

TIME OF PERFORMANCE:

This agreement commences as of the June 29, 1981

and continues through the June 30, 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 \$ 12,000.
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 Arts 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"

Reimbursement of two (2) neighborhood concerts ———\$12,000

TOTAL BUDGET———\$12,000

ORDINANCE No. 151578

An Ordinance authorizing an agreement with the Oregon Symphony Association at a cost of \$12,000 to provide two (2) neighborhood concerts, 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 Oregon Symphony Association is an organization providing quality musical presentations within Multnomah County and has the experience and expertise to provide for the City two (2) neighborhood concerts, and Exhibit "A" 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 Oregon Symphony Association, 1119 S.W. Park, Portland, Oregon 97205, Attention: John Graham.
- b. The Mayor and Auditor to draw and deliver warrants pursuant to Exhibit "A" for Oregon Symphony Association, in an amount not to exceed \$12,000 to be charged to Metropolitan Arts Commission (37500020) 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, and declaring an emergency.

Passed by the Council, **MAY 21 1981**
Commissioner Schwab
May 13, 1981
Diane Betcher

Attest:


Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Calendar No. **1564**

ORDINANCE No. 151578

Title

An Ordinance authorizing an agreement with the Oregon Symphony Association at a cost of \$12,000 to provide two (2) neighborhood concerts, and declaring an emergency.

MAY 15 1981

Filed _____

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Frank Dufay Deputy

INTRODUCED BY	
Commissioner Schwab	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau:	
Metropolitan Arts Commission	
Prepared By:	Date:
Diane Betcher	May 13, 1981
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed	<input type="checkbox"/> Not required
Bureau Head:	
Selina M. Betcher	
CALENDAR	
Consent	Regular
NOTED BY	
City Attorney	
City Auditor	
City Engineer	