

A G R E E M E N T

This Agreement is made effective as of August 1, 1986, by and between FRIENDS OF CHILDREN'S MUSEUM ("the Friends") and the CITY OF PORTLAND ("the City").

RECITALS:

The Society and the City desire to enter into an Agreement whereby the Society will operate a gift sales area at the Children's Museum.

## IT IS THEREFORE AGREED THAT:

1. a. The City grants the Friends the exclusive right to sell gift items and class supplies related to Children's Museum for the benefit of the Friends under the terms and conditions as set forth in this Agreement.
- b. The Friends will perform its obligations hereunder in a good and businesslike manner.
- c. The Friends will discuss substantial changes in policy related to the gift sales program with the Children's Museum Director prior to implementation. If there is a conflict between the Friends and the Director, the decision of the City's representative shall control. Policy changes which pose negative implications for the condition of the facility or which would increase the City's cost require the consent of the Director.
- d. During the term of this Agreement, the Friends shall have the right of access to the sales area during the Museum's normal operating hours. The Friends may, during those hours, operate its gift sales area.
- e. In the event the City receives complaints or criticism from the public regarding procedures or pricing, the Friends agrees to meet with representatives of the City to discuss such complaints or criticism.

2. Term; Option to Renew

This Agreement is effective on August 1, 1986, and shall continue until June 30, 1991. At the end of this term, this Agreement may be renewed with the consent of both parties.

The parties shall give to each other at least 90 days prior written notice if either party does not elect to renew this Agreement on June 30, 1991.

3. Financial Obligation

- a. The Friends shall use the profit from the gift sales area for the enhancement of the Children's Museum and its programs at the discretion of its Board of Directors.

4. Utilities, Telephone and Other Charges

The City shall continue to maintain all utilities at the Children's Museum, including but not limited to gas, water, sewer, electricity, garbage service, telephone and burglar alarm. The Friends shall be entitled to the reasonable use of said utilities in connection with sales area.

5. Remodeling, Maintenance and Furnishings

- a. The City shall keep and maintain the Children's Museum's sales area in good condition and repair. The City shall keep the building in compliance with current and applicable building code requirements.
- b. Any furnishings, fixtures and equipment purchased by the Society shall remain the property of the Society. Furnishings belonging to the City shall remain the property of the City.

6. Insurance

The City of Portland will provide public liability and property damage insurance for the store space and all furnishings belonging to the City.

7. Indemnification

The Friends shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from work done by the Friends or its subcontractor(s) under this Agreement.

8. Employees

- a. The Friends shall be responsible for staffing sales area by using volunteer persons or paid employees at its discretion. Such persons shall be under the control and direction of the Friends. The Friends shall be responsible for withholding taxes, if any, as well as for payment of any and all employee related expenses for such workers, including but not limited to applicable social security taxes, unemployment, and workers compensation insurance.
- b. The Friends of The Children's Museum shall obtain Workers' Compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, and shall be incorporated herein and made a term and part of this Agreement. The Friends further agrees to maintain Workers's Compensation insurance coverage for the duration of this Agreement.

- c. In the event the Friends' Workers' Compensation insurance coverage expires during the term of this Agreement, the Friends agree to timely renewal of its insurance, either as a self-insurer or carrier-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Friends agree to provide the City of Portland such further certification of Workers' Compensation insurance as renewals of said insurance occur.
- d. The Friends agree to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this agreement as Exhibit B and shall remain attached to this agreement and become a part thereof as if fully copied herein.

9. Attorneys Fees

If suit or action is filed hereon, the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the trial court and, if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court.

10. Additional Provisions

- a. This Agreement may be amended by the written consent of both parties.
- b. This Agreement is not assignable by either party.

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Mike Lindberg,  
Commissioner of Public Affairs

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Jewell Lansing  
Auditor

THE FRIENDS OF CHILDREN'S MUSEUM

By Wendy Hamilton Dated: 10-27-86  
Wendy Hamilton  
Friends of The Children's Museum

APPROVED AS TO FORM

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

DV:jke

Attachments



# PORTLAND, OREGON

# WORKERS' COMPENSATION INSURANCE QUESTIONNAIRE

(To be completed by contractor's representative and attached to each contract, P.O., etc. requiring performance of labor.)

Contractor's Name Lilia Villa Senor Christenson

**Contractor's Representative**

- same

Signature and Title

<b>Contract Number or description</b>	<b>Children's Museum Store</b>
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Contractor's business is retail store

Is Contractor employed outside its business in any other capacity? Yes X No       

If so, what is that employment? part time receptionist - Children's Museum

Is Contractor provided any assistance whatsoever in the performance of its business? Yes ☐ No ☒  
(Including, for example: volunteer, secretarial, family or bookkeeping help.)

Will Contractor use employees or subcontractors in the performance of this contract? Yes No ☒

If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the category which describes the contractor's business:

- 1) Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors.)

- II) Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors.)

- III) Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation.)

- IV) Other - describe

Does Contractor know that it is responsible for providing workers' compensation insurance if the Contractor uses the assistance of others in the performance of its work in any manner, or the Contractor plans to use other individuals to assist in the performance of this contract?

If Contractor currently uses the assistance of employees, subcontractors, family members, or any other people, or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided.

## Project Manager

Robert Bridgeford

Museum Director

Name and Title	Signature	Date
[Signature]	[Signature]	[Date]

ate 7-21 October 31, 1986

**ORDINANCE No. 159175**

An Ordinance authorizing an agreement between the City of Portland and The Friends of the Children's Museum for operation of a gift sales shop located on the main floor of the Museum, providing conditions and mutual responsibilities, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That profits derived by The Friends of the Children's Museum from gift sales are used for programs and facilities at the Children's Museum.
2. That The Friends of the Children's Museum gift sales area and its potential for revenue is mutually beneficial to the City, the Children's Museum, and The Friends of the Children's Museum.

NOW, THEREFORE, the Council directs:

- a. That the Auditor and the Commissioner-in-Charge of the Bureau of Parks are hereby authorized to execute on behalf of the City an agreement, in form as attached, with The Friends of the Children's Museum for cooperative operation of a gift sales shop at the Children's Museum.

Section 2. The Council declares that an emergency exists because the store is already operating; Therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **NOV 19 1986**

Commissioner Lindberg  
Richard J. Gunderson:DV:cj  
July 9, 1986

**Jewel Lansing**

Auditor of the City of Portland

By

*Louis P. Chobany*  
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	✓	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK		

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. 2237

## ORDINANCE No. 159175

### Title

An Ordinance authorizing an agreement between the City of Portland and The Friends of the Children's Museum for operation of a gift sales shop located on the main floor of the Museum, providing conditions and mutual responsibilities, and declaring an emergency.

Filed NOV 13 1986

JEWEL LANSING  
Auditor of the CITY OF PORTLAND

By Edna Cervino  
Deputy

INTRODUCED BY	
Commissioner Lindberg	
NOTED BY THE COMMISSIONER	
Affairs	MDL <del>AS</del>
Finance and Administration	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau:	
Parks	
Prepared By:	Date:
Richard J. Gunderson	7-9-86
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed	<input type="checkbox"/> Not required
Bureau Head:	
Cleve Williams <i>CHW</i>	
CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular
NOTED BY	
City Attorney	
City Auditor	
City Engineer	