

BEFORE THE COUNCIL INTERNAL AFFAIRS COMMITTEE  
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENTERING INTO A) RESOLUTION NO 88-926  
CONTRACT WITH STEVE REISCHMAN FOR )  
THE PURPOSE OF PROVIDING SUMMER ) Introduced by the  
CONCERT SERIES COORDINATION AT THE) Executive Officer  
WASHINGTON PARK ZOO )

WHEREAS, The Washington Park Zoo has a summer concert series; and


WHEREAS, Steve Reischman has coordinated this series for the past four years successfully; and

WHEREAS, Sponsors Burger King and Meier and Frank have stipulated the selection of Mr. Reischman as concert coordinator; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District authorizes the District to enter into a contract with Steve Reischman within five (5) days of the adoption of the Resolution.
2. That the contract be in effect until September 15, 1988.

ADOPTED by the Council Internal Affairs Committee of the Metropolitan Service District this 9th day of June, 1988.

  
\_\_\_\_\_  
Mike Ragsdale, Residing Officer

STAFF REPORT

Agenda Item No. 2.2

Meeting Date June 9, 1988

CONSIDERATION OF A CONTRACT WITH STEVE REISCHMAN  
TO COORDINATE THE WASHINGTON PARK ZOO  
1988 SUMMER CONCERT SERIES

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Date: May 25, 1988

Presented by: Jane Hartline

FACTUAL BACKGROUND AND ANALYSIS

Steve Reischman has coordinated the zoo's summer concert series "Your Zoo and All That Jazz", sponsored by Meier & Frank, and "Zoograss", sponsored by Burger King, for the past four years. He has been responsible for programming, artists' contracts and fees, production and serving as emcee for all eighteen concerts. His fees have been paid by Meier & Frank and Burger King. Until the 1986 season his services were on a contractual basis with the two sponsors.

In 1987 Meier & Frank donated \$15,000 to the zoo with the stipulation that Reischman be retained as concert coordinator, and the zoo entered into a contract with Reischman in the amount of Meier & Frank's contribution plus an additional \$2,500 for his services. Burger King continued paying Reischman directly.

This year Meier & Frank and Burger King are contributing \$25,000 to the zoo for the two concert series, both contributions contingent on the selection of Reischman to coordinate the series (see attached letters).

This contract for \$27,500 includes the \$25,000 contributed by Meier & Frank and Burger King, plus \$2,500 from the Zoo Marketing budget. The \$2,500 is to pay Reischman for programming, artist contracts and fees, equipment rentals (other than the sound system), producer's fee and other miscellaneous expenses connected with production of the series. In addition, he will work with zoo staff to coordinate security, crowd control, shuttle services and publicity for the summer series of eighteen concerts.

This contract will expire September 15, 1988. \$25,000 of the contract amount has been contributed by Meier & Frank and Burger King; the balance of \$2,500 is included in the marketing division budget.

EXECUTIVE OFFICER'S RECOMMENDATION



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-4-597-2 BUDGET CODE NO. 20 05 00 7500 0000  
 FUND: Zoo DEPARTMENT: Marketing (IF MORE THAN ONE) \_\_\_\_\_  
 SOURCE CODE (IF REVENUE) \_\_\_\_\_

### INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - C. OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
  - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Summer Concert Series Coordination

2. TYPE OF EXPENSE  PERSONAL SERVICES  LABOR AND MATERIALS  PROCUREMENT  
 PASS THROUGH AGREEMENT  INTER-GOVERNMENTAL AGREEMENT  CONSTRUCTION  
 OTHER

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION  CHANGE IN COST  CHANGE IN WORK SCOPE  
 CHANGE IN TIMING  NEW CONTRACT

4. PARTIES Steve Reischman

5. EFFECTIVE DATE 6/10/88 TERMINATION DATE 9/15/88  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 27,500.00  
 PREV. AMEND \_\_\_\_\_  
 THIS AMEND \_\_\_\_\_  
 TOTAL \$ 27,500.00

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 13,500.00  
 B. BUDGET LINE ITEM NAME Cont. Svcs. AMOUNT APPROPRIATED FOR CONTRACT \$ 2,500.00  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Apr. 30, 1988 \$ 53,867.00

### 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY \_\_\_\_\_ \$ \_\_\_\_\_  MBE  
 AMOUNT  
 SUBMITTED BY \_\_\_\_\_ \$ \_\_\_\_\_  MBE  
 AMOUNT  
 SUBMITTED BY \_\_\_\_\_ \$ \_\_\_\_\_  MBE  
 AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS 3

10. A. APPROVED BY STATE/FEDERAL AGENCIES?  YES  NO  NOT APPLICABLE  
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT  YES  NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS?  YES  NO  
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED?  YES  NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED?  YES  NOT APPLICABLE  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- |            |               |                              |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000  
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
 YES  NO  
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
 YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_
16. COMMENTS:

See staff report for justification of contractor selection.

## GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

  
 \_\_\_\_\_  
 DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE \_\_\_\_\_

1. \_\_\_\_\_  
 COUNCILOR

2. \_\_\_\_\_  
 COUNCILOR

3. \_\_\_\_\_  
 COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

\_\_\_\_\_  
 DATE

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM \_\_\_\_\_

B. CONTRACTS OVER \$10,000 \_\_\_\_\_

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

WASHINGTON PARK ZOO

To: Kay Rich

Date: 4/13/88

From: Jane Hartline

Subject: Steve Reischman contract

Meier & Frank has requested that we hire Steve to coordinate the concert series again this summer (letter attached).

For this reason, the position was not put out to bid.



**RESTAURANT  
MANAGEMENT  
NORTHWEST INC.**  
A FRANCHISE OF BURGER-KING CORPORATION

April 05, 1988

Ms. Jane Hartline  
Washington Park Zoo  
4001 SW Canyon Rd.  
Portland, OR 97201

Dear Jane,

Restaurant Management Northwest, Inc., is pleased to once again be the contributor of \$15,000 to Metro for the Seventh Annual Burger King Zoogross Family Concert Series.

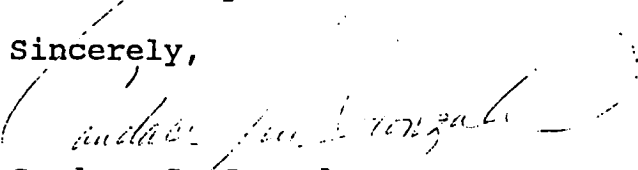
This year's series will be sponsored in part by KUPL Radio. KUPL has agreed to match Restaurant Management Northwest, Inc., contribution to Metro through a \$15,000 media package. It is our opinion that this partnership will bring greater awareness of Zoogross to music lovers in the Portland/Vancouver Metropolitan area.

The agreement Metro has made to allow Burger King to distribute a \$1.00 off Thursday Zoo Admission Coupon, is also a great benefit to Zoogross. It is our understanding that Zoogross Thursday's will be called Burger King Day. This promotion we hope will improve traffic for both the Zoo and our Burger King Restaurants.

[ As a sponsor of Zoogross we are requiring Metro to retain the services of Steve Reischman as Director of the series. Steve has done a fantastic job building Zoogross for the past six years, and we would not accept another promoter. ]

Jane, please evaluate the attached agreement. If we have accurately outlined the promotion, please return the agreement, with the appropriate signature to our office. If there are issues addressed incorrectly, call me. We are looking forward to a more successful year with the Zoo than ever before.

Sincerely,

  
Candace S. Gonzales  
Director of Marketing

cc: Joe Angel  
Bill Ostrie  
Steve Reischman  
Al McCutchan

# MEIER & FRANK

A Division of The May Department Stores Company

January 21, 1987

Sherry Sheng, Director  
Washington Park Zoo  
4001 SW Canyon Road  
Portland, Oregon 97221

Dear Ms. Sheng,

Meier & Frank is again looking forward to the annual "Your Zoo and All That Jazz" concert series at Washington Park Zoo. In preparation for the series we wish to reconfirm our desire to hire Steve Reischman as independent contractor for the series.

Steve's numerous contacts in the Northwest, his musical background and experience with similar concert series has established him as the leading producer in the area. We found Steve's production of last year's Zoo Jazz series to be excellent. It is our desire that he continue as producer of the series.

On behalf of Meier & Frank, I would like to welcome you to Portland. I look forward to meeting you.

Sincerely,

MEIER & FRANK



David E. Miller  
Senior Vice President  
Sales Promotion

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of June 1988, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and Steve Reischman, hereinafter referred to as "CONTRACTOR," whose address is Box 13243, Portland, OR, for the period of June 10, 1988, through Sept 15, 1988, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages,



actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors; and

6. To comply with any other "Contract Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of Twenty-seven Thousand Five Hundred and no /100THS (\$27,500 ) DOLLARS and in the manner and at the time designated in the Scope of Work; and

Dollars

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

STEVE REISCHMAN

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

    /gl  
GL0056. (P)  
6/11/86

**Attachment I**  
**SCOPE OF WORK**

Contractor shall provide the following services and/or goods:

Provide, with the approval of the Zoo's Marketing Manager, the musical presentations for the zoo's 9-week summer concert series which consists of two concerts per week, one jazz and one bluegrass.

Enter into contracts with performing artists for the 9-week summer concert series.

Pay all artists fees for the 9-week jazz and bluegrass series with funds included in this contract.

Provide and pay for the pianos and all other technical equipment needed for concerts (with the exception of musical instruments and music stands.)

Manage the stage on concert nights and serve as the Master of Ceremonies for concerts.

Develop specifications for a Request for Quotation for sound system services for the 9-week summer concert series. With zoo staff evaluate the quotations received and recommend selection of a company to provide sound services for the summer series. The Zoo is responsible for contracting with and paying the sound company for services for the nine-week series.

Serve as Zoo liason with the sound company and assure that sound level policies are observed.

Coordinate continued efforts to alleviate parking lot congestion on concert nights by improving the efficiency of the shuttle service and increasing the public's awareness of it.

Coordinate the services of volunteers on concert nights.

Prepare all press releases, PSAs and poster copy for concerts (drafts must be approved by the Marketing Manager) and promote concerts through direct contact with reporters and editors.

Work with security to develop and enforce strategies for dealing with crowd management and animal security problems.

Assist the zoo in the development of long-range planning for concert policies, particularly in the area of premium pricing, alcoholic beverage consumption, artist contracts and fees, etc.

Work with Facilities Management to ensure that band shell facilities are clean, comfortably furnished and available to performing groups at the time of day required by the performing group.

Work with Visitor Services staff to order refreshments and ensure they are provided on time.

Assist the Gift Shop in preparing for the marketing of posters, shirts, and other appropriate merchandise.

Assist the development office in standardizing our format for receiving donations from concert sponsors.

Act as liason with corporate sponsors and collaborate with the zoo development staff on proposed future concerts with regard to logistics, credits, etc.

Coordinate with the zoo graphics department on promotional concert materials.

Coordinate with the "Birds of Prey" program and other users of the stage and concert area.

Work with Zoo Buildings and Grounds department to maintain concert area, stage and artist hospitality area (dressing room).

Monitor banner placement and timely removal of picnic tables from concert area..

Coordinate with electrician and other maintainence personnel in meeting special needs at the stage, including lighting and liason with video production crews.

## Attachment II

### Terms of Payment

1. The maximum sum payable under this contract is \$27,500 which includes the cost for musical groups and equipment rentals.
2. Contractor must submit to Metro documentation for payments to musical groups and equipment rental agencies.
3. The contract is payable as follows:
  - \$13,500 on or before June 10, 1988
  - \$13,000 \$13,000 on July 5, 1988
  - \$1,000 on or before September 15, 1988
4. Contractor shall bill Metro, using the attached form. Invoices should be mailed to Metro, 2000 S.W. First Ave., Portland, Oregon, 97201, with a duplicate copy to Marketing Division, Washington Park Zoo, 4001 SW Canyon Rd., Portland, OR 97221.
4. Invoices shall be approved by the Zoo Assistant Director prior to payment.
5. Contractor shall receive payment on all approved invoices within thirty days after receipt of same by Metro.