



**CIVIC ARTS COMMISSION  
SPECIAL MEETING AGENDA**

**Monday, July 1, 2024  
6:00 PM**

**City Council Chamber  
200 Old Bernal Avenue  
Pleasanton, CA 94566**

---

The meeting will be held in-person and will be streamed at <https://www.youtube.com/user/TheCityofPleasanton>.

**Public participation:** It is requested that members of the public wishing to address the Commission submit a speaker card. When public comment is opened on an agenda item, individuals may speak once per agenda item.

In Person:

- Submit a physical speaker card at the meeting. When your name is called, please provide comment at the podium.

---

**CALL TO ORDER**

- Pledge of Allegiance
- Roll Call

**AGENDA AMENDMENTS**

**MEETING OPEN TO THE PUBLIC**

1. Introductions/Awards/Recognitions/Presentations
2. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

**MATTERS FOR THE COMMISSION'S REVIEW/ACTION/INFORMATION**

3. Recommend City Council Approve a Multi-Year Agreement with Prime Time Entertainment for Theater Production Services for a Minimum Term of One Year and Up to Five Years for an Amount Not to Exceed \$550,000

**MATTERS INITIATED**

4. Brief reports on any meetings, conferences, and/or seminars attended by the Commission members.

**FUTURE AGENDA ITEMS**

- QR Codes

- 2014 Cultural Plan

## **ADJOURNMENT**

---

### **Notice**

Under Government Code §54957.5, any writings/documents regarding an open session item on this agenda provided to a majority of the Commission after distribution of the agenda packet will be available for public inspection at the Library and Recreation department located at 400 Old Bernal Ave., Pleasanton, CA 94566.

### **Accessible Public Meetings**

The City of Pleasanton can provide special assistance for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation (e.g., an assistive listening device), please contact the Library and Recreation department located at 400 Old Bernal Ave., or (925) 931-5340 at the earliest possible time. If you need sign language assistance, please provide at least two working days' notice prior to the meeting date.

---

CIVIC ARTS COMMISSION  
AGENDA REPORT

---

July 1, 2024  
Library and Recreation

**TITLE: RECOMMEND CITY COUNCIL APPROVE A MULTI-YEAR AGREEMENT WITH PRIME TIME ENTERTAINMENT FOR THEATER PRODUCTION SERVICES FOR A MINIMUM TERM OF ONE YEAR AND UP TO FIVE YEARS FOR AN AMOUNT NOT TO EXCEED \$550,000**

**SUMMARY**

The City uses contract services to provide theater production services for the Firehouse Arts Center. The current agreement for theater production services with Esses Productions expires on June 30, 2024. Following a Request for Qualifications (RFQ), staff recommends that the City enter into a new agreement with Prime Time Entertainment of Livermore, California, selected based on their extensive experience with municipal theater production services and a pricing model that aligns with the City’s Master Fee Schedule and cost recovery goals. If approved, the vendor would provide theater production services for one year, with an administrative option to extend for up to four additional years. The cost for five years will not exceed \$550,000.

**RECOMMENDATION**

Recommend City Council approve a multi-year agreement with Prime Time Entertainment for theater production services for a minimum term of one year and up to five years for an amount not to exceed \$550,000.

**BACKGROUND**

The City contracts with theater production vendors to supplement staff-produced adult and youth programming. Specialized production services are important to provide performers that will appeal to community interest, bolster ticket sales and support cost recovery for the City’s investment in the arts. Professional theater production services include identifying appropriate acts and performers for the venue using expertise and industry connections, scheduling shows, coordinating with the performers, identifying and communicating technical needs, creating plans for each performance, and providing marketing collateral. The City has used production services throughout the past decade, with the exception of the pandemic period from 2020-2021. Theaters were the last facility in the City allowed to open under the Alameda County Shelter in Place Order in 2021, and the small venue theater industry has been steadily rebuilding.

Upon re-opening for theater shows in 2021, the City of Pleasanton entered into a new Professional Services Agreement with Esses Productions for theater production services through June 30, 2024. During a three-year period, Esses Productions provided 35 shows for the Firehouse Arts Center for a total of \$84,650 in contract costs, with an attendance of 4,305 and a total of \$126,985 in ticket sales revenue to the City.

At the January 17, 2023 City Council meeting, staff provided a presentation on the Firehouse

Arts Center’s programming strategies and goals, and shared updates on theater shows, engagement, and attendance (Attachment 1). Council members expressed interest in increasing attendance trends, as the number of shows and attendance had not reached pre-COVID numbers.

To increase attendance and the quality of shows, staff developed strategies to enhance engagement at the Firehouse Arts Center through new booking models and outreach. One key strategy was a Request for Qualifications (RFQ) for a theater production contractor, to solicit new performing artists that meet audience interests and increase ticket sales to meet council-approved cost recovery goals.

## **DISCUSSION**

In April 2024, the City distributed an RFQ for theater production services. As part of the process, notification of the RFQ was posted on the City website. Two vendors responded to the RFQ. A panel of six staff reviewed respondents’ written proposals, scored independently based on criteria required by the RFQ, and contacted references listed by the respondents.

After a thorough evaluation process, the panel reconvened to discuss and make a final decision. Prime Time Entertainment was unanimously chosen as the preferred vendor based on several factors:

- Prime Time Entertainment has 37 years of experience providing theater production services throughout the Bay Area to other municipalities, including Danville, Fremont and Sunnyvale
- Reference checks yielded positive feedback on satisfaction of work, professionalism, responsiveness, and quality
- Prime Time Entertainment has demonstrated quality of work and expertise in the field of theater production services
- Prime Time Entertainment provides a fee rate that aligns with the City’s cost recovery goals and includes additional items not covered in previous agreements, such as Contractor liability insurance coverage and the Contractor’s inclusion of hotel costs for performers, which totaled over \$5,000 in FY 2023/24.

The proposed fee schedule and scope of work are outlined in the Draft Professional Services Agreement and Exhibit A (Attachment 2).

### Cost Recovery Metrics

According to the City’s Master Fee Schedule, “Theater Shows” belong in the 76-100 percent cost recovery category. If approved, the total projected City expenses paid to Prime Time Entertainment and their contracted performers, compared with the projected City revenue associated with these performances, results in a cost recovery projection of 82%.

### New Show Offerings

In response to City Council feedback, one of the goals of the new contract will be to increase the quality, frequency and attendance of Firehouse Arts Center shows. Prime Time works with local communities and theater staff to identify audience interests in music genres and identify the best times and dates for shows. Working with several local agencies, they are also able to book individual performers for several venues across the Bay Area to maximize travel

opportunities for performers wishing to do multi-city tours.

Examples of performers Prime Time has booked in similar smaller Bay Area cities have included:

- Stroll Down Penny Lane (The Music of Paul McCartney)
- Tommy Castro (Blues Music)
- Best Intentions (Motown Revue)
- Mustache Harbor (Yacht Rock)
- Jazz Roscoe (Tower of Power members)
- Tributes to Carrie Underwood, Luke Bryan and Jason Aldean

Large-scale venue bookings by Prime Time have included:

- Tony Bennett
- Josh Groban
- Styx
- Chicago
- Gipsy Kings
- Diana Krall
- Toby Keith
- Lynard Skynyrd
- LeAnn Rimes

#### Show Frequency and Attendance

In addition to theater performances that are contracted and booked by Prime Time Entertainment, Firehouse Arts Center staff will continue to provide direct bookings with long-time favorites such as Jeff Bordes, the Golden Follies, popular tribute bands, local bands such as the CoolTones and Chorus Eclectic, and artists that have been requested through surveys and community input. With a projected 50% increase in contracted performance bookings for FY 2024/25, and additional direct bookings by staff, the goal is for the Firehouse Arts Center to provide 50 shows to span almost every weekend of the year.

#### Theater Ticket Pricing

Theater ticket pricing is determined by the expected revenue from ticket sales. For a smaller venue like the Firehouse Arts Center, performers typically receive 50-60% of the gross potential sales as their payment. This translates to FY 2024/25 ticket pricing, ranging from \$30 to \$70 for contracted shows at the 221-seat Firehouse Arts Center and artist payments ranging from \$4,000 to \$8,000. (This pricing model reflects an increase in artist payments for higher quality performers, with a correlating projected increase in ticket sale revenue due to higher ticket pricing.) The recommendation of a five-year agreement with annual amendments allows for staff review of the vendor to assess the success of the program year after year.

The City will continue to provide direct bookings for local artists, which are generally priced lower, with tickets costing between \$20 and \$40 and making the performances even more accessible to the community.

## **EQUITY AND SUSTAINABILITY**

By providing a wide variety of musical genres and performances at varying price points, the City's process for theater production strives to promote maximum use of and equitable access to the City's theaters by all community members.

## **OUTREACH**

No outreach has been done in advance of this item.

## **STRATEGIC PLAN ALIGNMENT**

This action advances the following Citywide goals and strategies:

ONE Pleasanton Citywide Strategic Plan:

- *Funding Our Future*, Strategy 1 - Develop a long-term strategy for funding operations and maintenance needs to ensure the reliability of community-owned facilities and infrastructure and continuity of City services
- *Building A Community Where Everyone Belongs*, Strategy 3 - Implement high-priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.

## **FINANCIAL STATEMENT**

\$110,000 in funding for theater production services is included in the Civic Arts operational budget 00150405-430101 for Fiscal Year (FY) 2024/25. The cost of the agreement is offset by revenues the City receives from theater ticket sales. This agreement can be administratively extended by the City Manager for up to four additional terms of 12 months each through June 30, 2029, for a total not to exceed amount of \$550,000.

Prepared by:



Rachel Prater, Recreation Manager

Attachments:

1. Firehouse Arts Center Presentation to City Council on January 17, 2023
2. Primetime Entertainment Agreement for Production Services and Exhibit A to the Agreement

**FIREHOUSE**  
ARTS CENTER™



*Tuesday, January 17, 2023*

# Overview

---

Historical Overview

---

Philosophy & Vision

---

Presenting Series

---

Youth Programs

---

Harrington Gallery

---

Theater Rentals

---

Marketing and Engagement

# Firehouse Arts Center

2010 - 2022

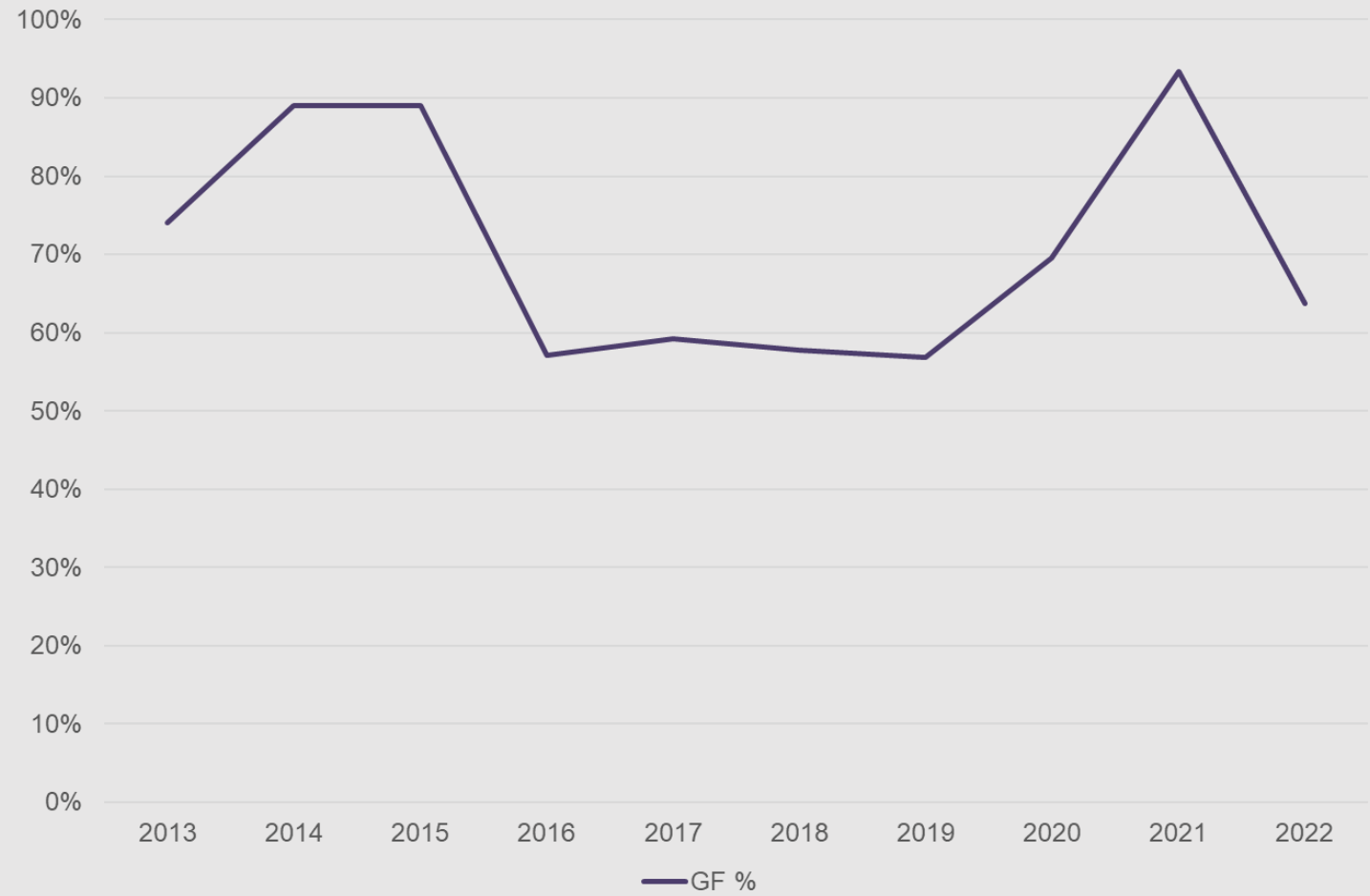


## Birth & Growth of the Firehouse Arts Center

- September 2010: Firehouse opened
- March 2020: Firehouse temporarily closed due to the COVID-19 pandemic
- Summer 2021: In-person programs and shows returned.

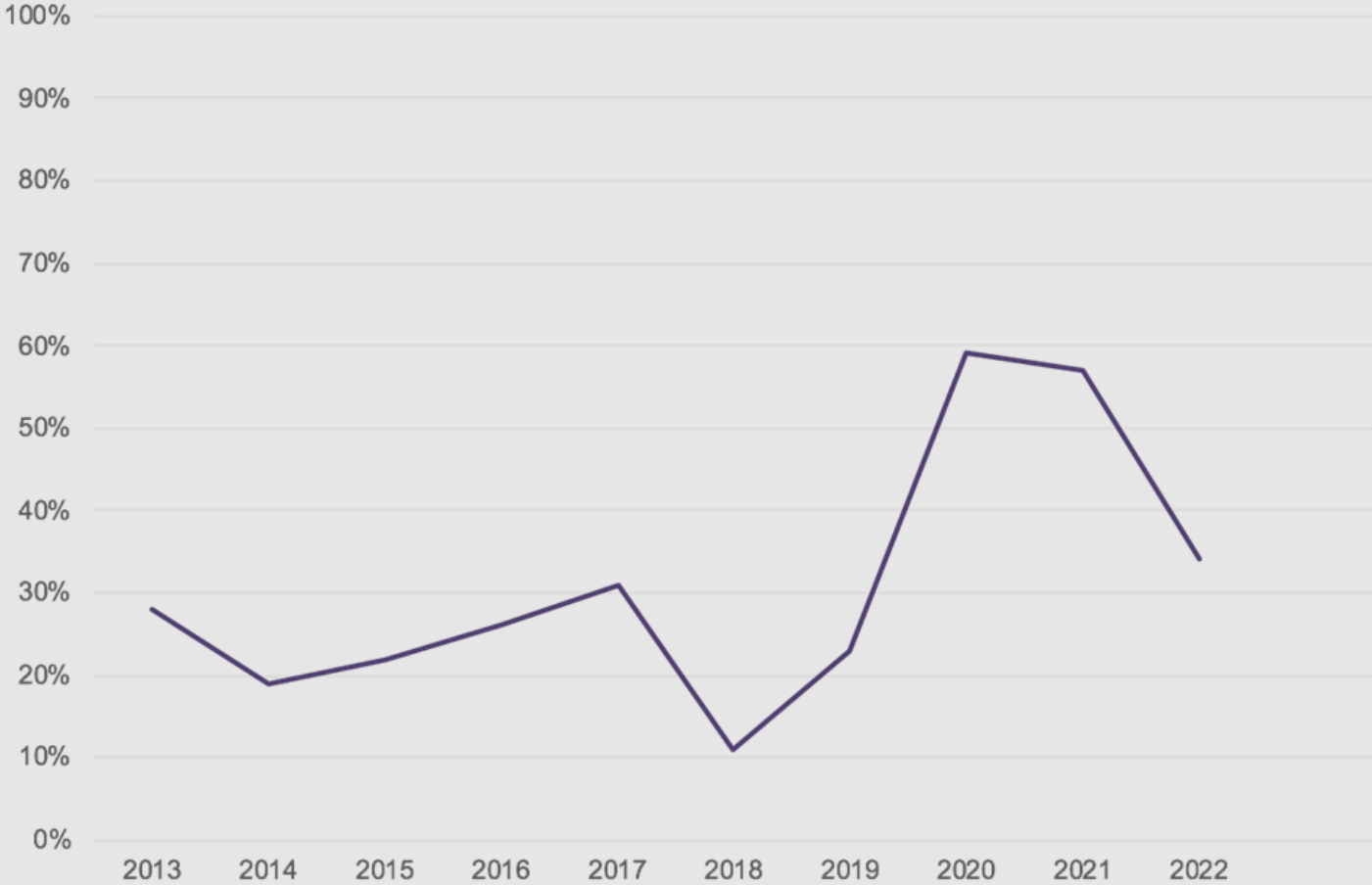
# Historical Overview: Civic Arts Budgets

Fiscal Year	General Fund Subsidy
2013	74%
2014	89%
2015	89%
2016	57%
2017	59%
2018	58%
2019	57%
2020	70%
2021	93%
2022	64%

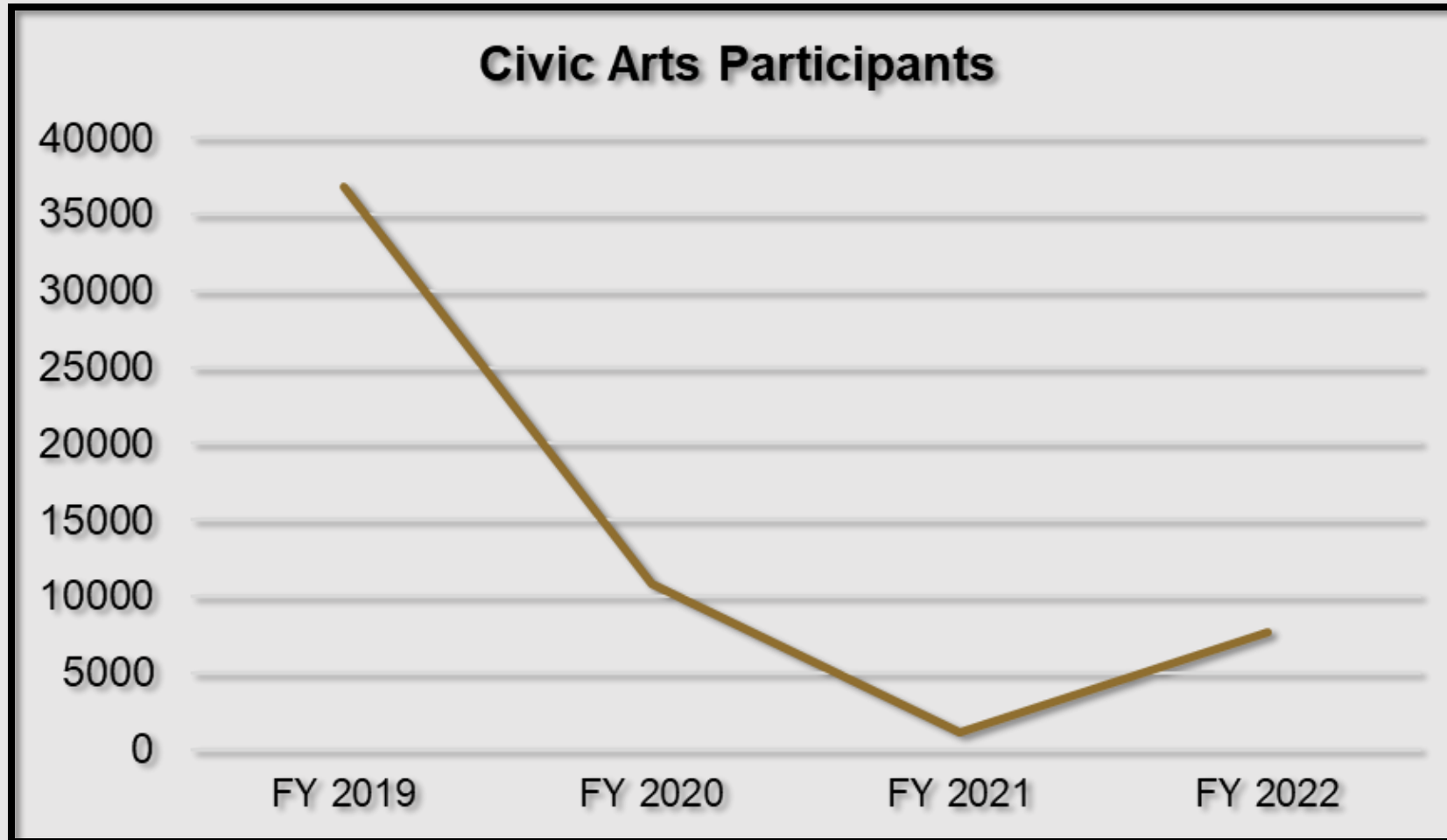


# Historical Overview: Recreation Budgets

Fiscal Year	General Fund Subsidy
2013	28%
2014	19%
2015	22%
2016	26%
2017	31%
2018	31%
2019	23%
2020	59%
2021	57%
2022	34%



# Emergence from COVID-19: Civic Arts Programs



# Bay Area Arts Programs & Facilities

	Performing Series	Youth Theater & Arts Education	School Shared Usage	Theater Rentals	Contract Classes	Gallery & Artist Programs	Public Art Program
<b>Pleasanton's Firehouse &amp; Amador Theater</b>	x	x	x	x	x	x	x
Campbell's Heritage Theater	x			x			x
Danville's Village Theater & Gallery	x			x	x	x	x
The Bankhead & Bothwell (LVPAC)	x	x*		x	x	x	x
San Ramon's Dougherty Valley & Front Row	x	x*	x	x			x
Walnut Creek's Leshner Theater	x	x*		x	x	x	x

\*contract

# ***Firehouse Arts Center Philosophy & Vision***

---



**Library and Recreation  
Strategic Plan 2019-2024  
Focused Goals**

**Goal A. Programs, Plans, and Services**

**Goal B. Community Engagement,  
Customer Service and Communication**

**Goal C. Facilities and Technology**

# Library and Recreation Strategic Plan

2019-2024

## Inclusiveness

## Innovation

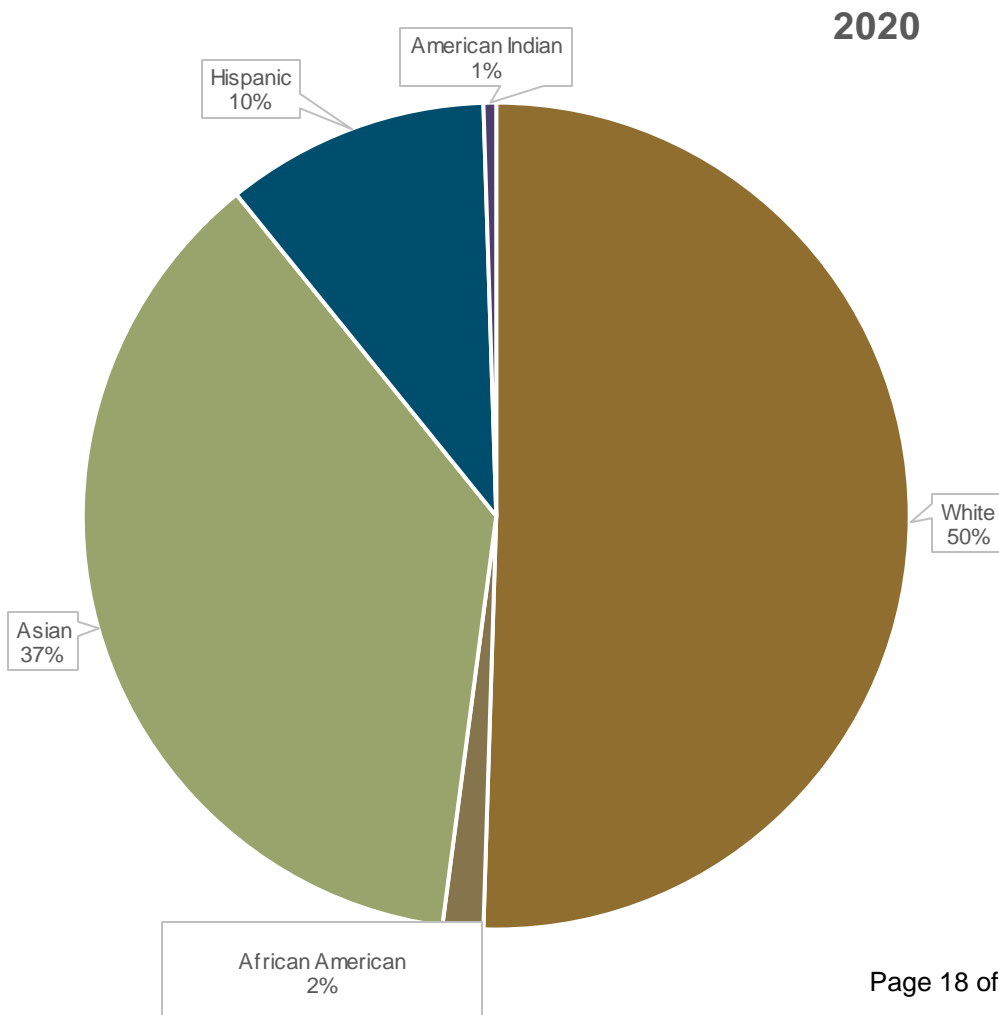
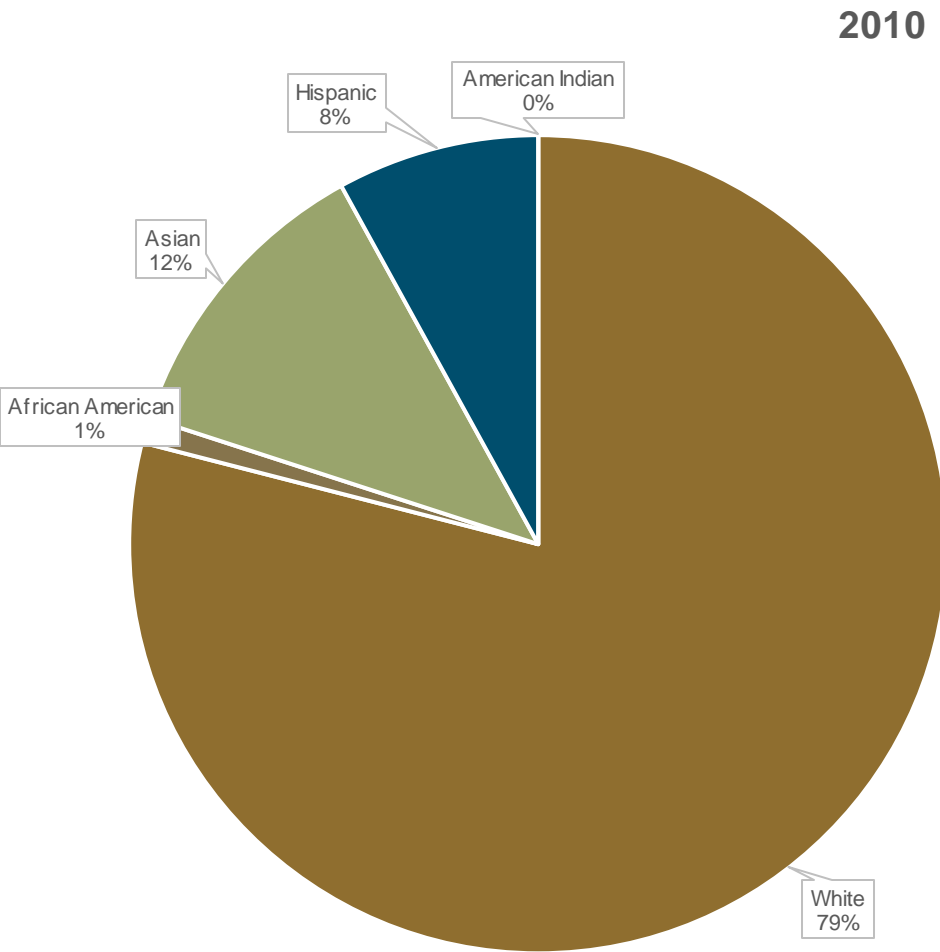


# ***Firehouse Arts Center Presenting Series***

---

# Diversity, Equity, and Inclusion Goals

## Community Demographics



---

## Focus in 2022-23

# LIVE & LOCAL

---

- Celebrating local Pleasanton and Bay Area Artists
- Expanding the Firehouse Arts Center's audience by including a more diverse representation of acts.
- Commitment to Innovation by using technology to enhance experiences.
- Leveraging the intimate space by booking artists and developing programs that build community among artists and patrons.



# Presenting Series

## 3-Year Plan | 2022-2025

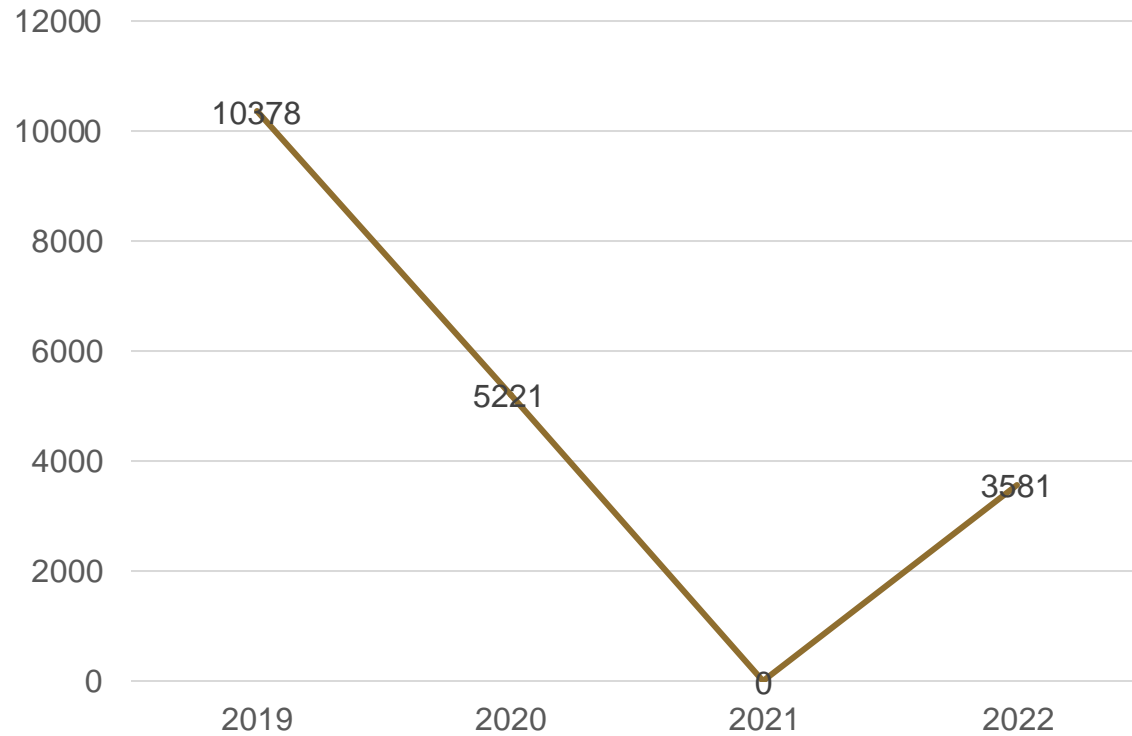
- Re-emerge with a focus on local and up-and-coming artists
- Welcome back returning favorites and tribute acts
- Partner with more Downtown Businesses (hospitality, programs, performances, marketing, lodging)
- Partner with the Bankhead Theater
- Implement pilot sponsorship and donor program for presenting series
- Implement experiential presenting programs to strengthen community connection.



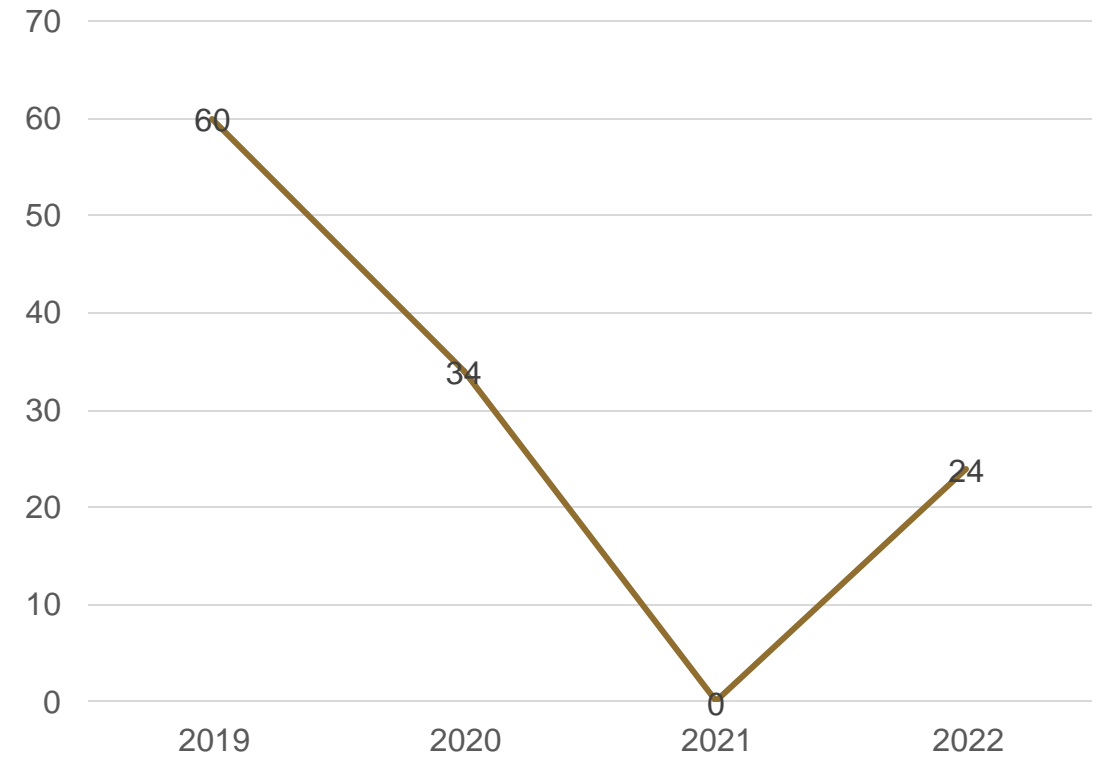
# Presenting Series

Fiscal Years 2019-2022

### Audience



### # of performances



# Hearing from our Community

## Surveys and Feedback

### Presenting Series



"Awesome. Incredible.  
Entertainment extraordinaire."

# Hearing from our Community

## Surveys and Feedback

### Presenting Series



"Superb Jazz and the performers were having so much fun it was contagious!"

# Hearing from our Community

## Surveys and Feedback

### Presenting Series



"Amazing performer. So much energy and talent. Everyone left with smiles"

# ***Firehouse Arts Center Harrington Gallery***

---

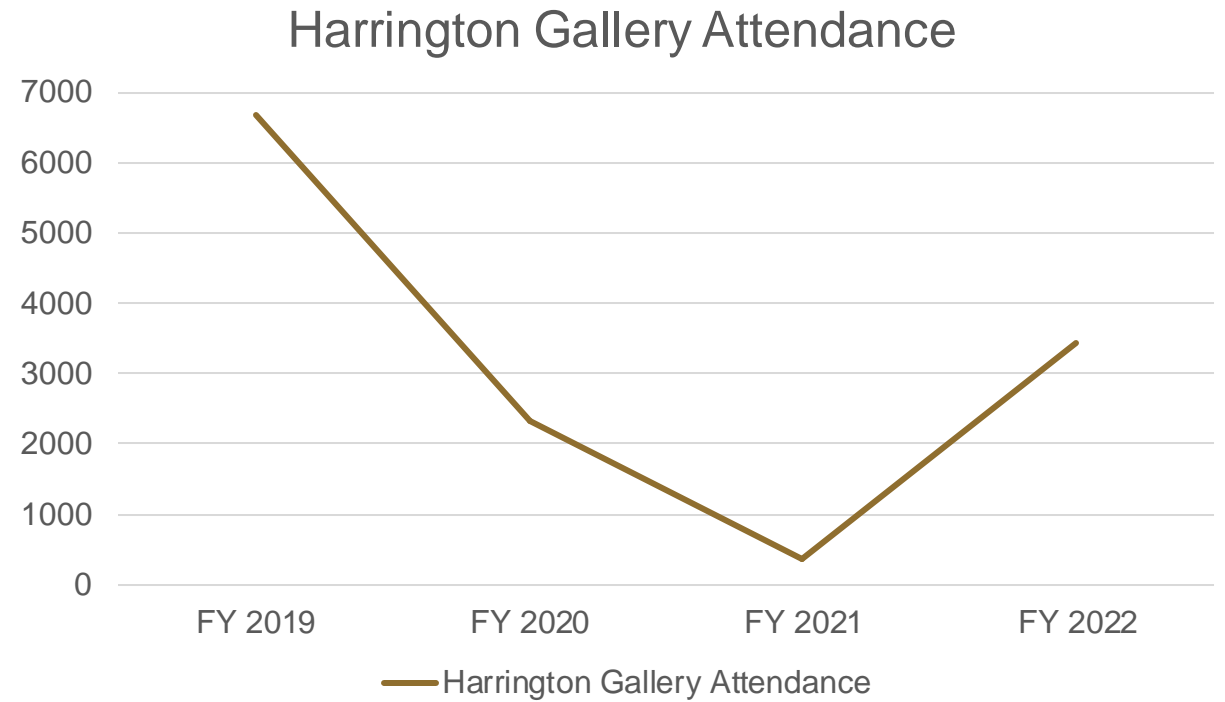
# Harrington Gallery



# Harrington Gallery

Fiscal Years 2019-2022

Fiscal Year	# of Visitors
FY 2019	6,663
FY 2020 <i>Closed March 2020</i>	2,318
FY 2021 <i>Re-opened May 2021</i>	374
FY 2022	3,430



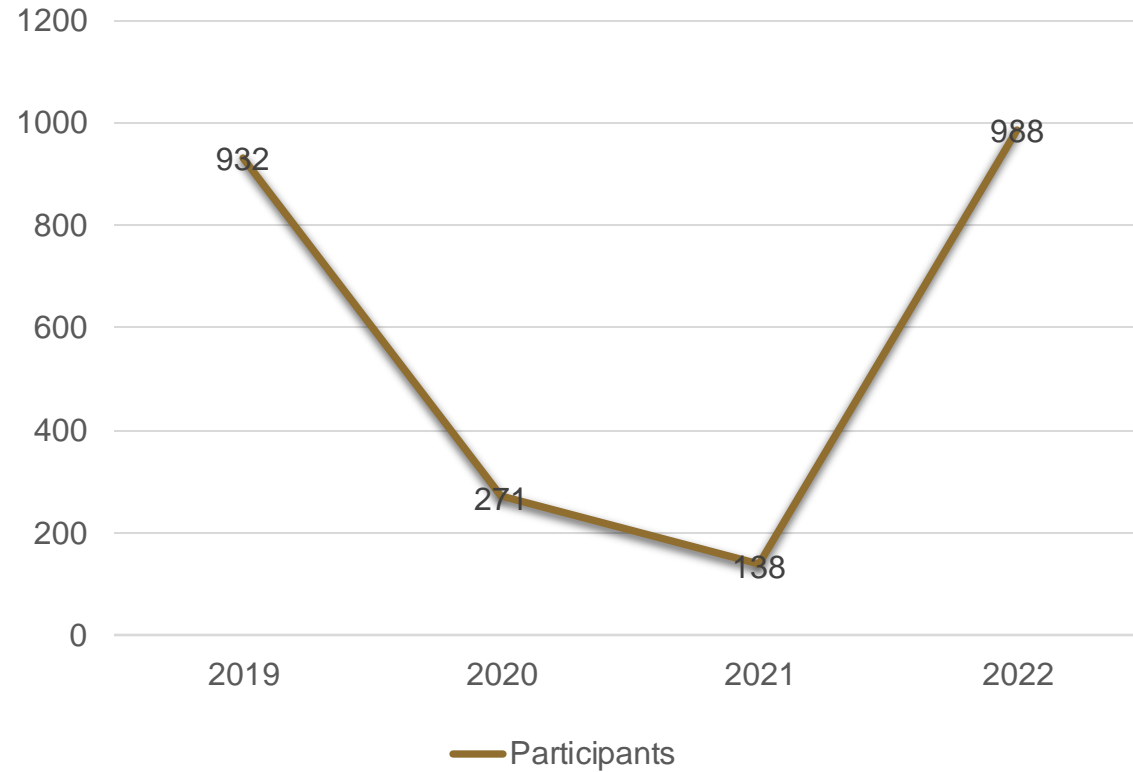
# ***Firehouse Arts Center Contract Classes***

---

# Contract Art Classes at the Firehouse Arts Center

Fiscal Years 2019-2022

## Contract Art Classes

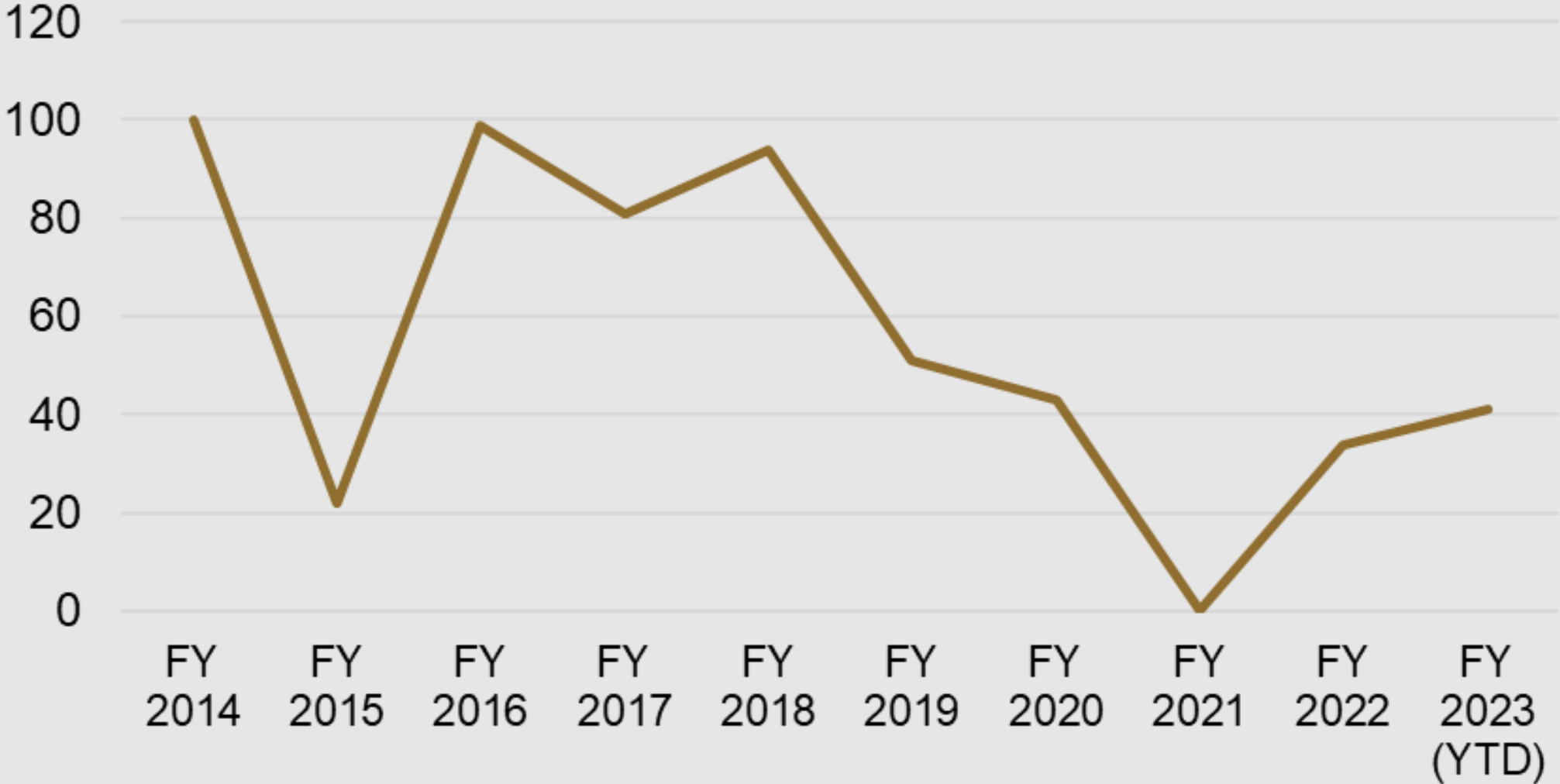


# ***Firehouse Arts Center Theater Rentals***

---

# Firehouse Arts Center & Amador Theater Rentals

## Theater Rentals Per Year



# Firehouse Arts Center

## Theater Rentals

---

### 3-Year Goals for Rentals

- Focus rental opportunities on community partners, Civic Arts grant recipients, cultural programs, and City events
- Provide grant applicants early application windows to reserve spaces
- Partner with rentals to include programs on website and in marketing packages.



# *Firehouse Arts Center Youth Programs*

---

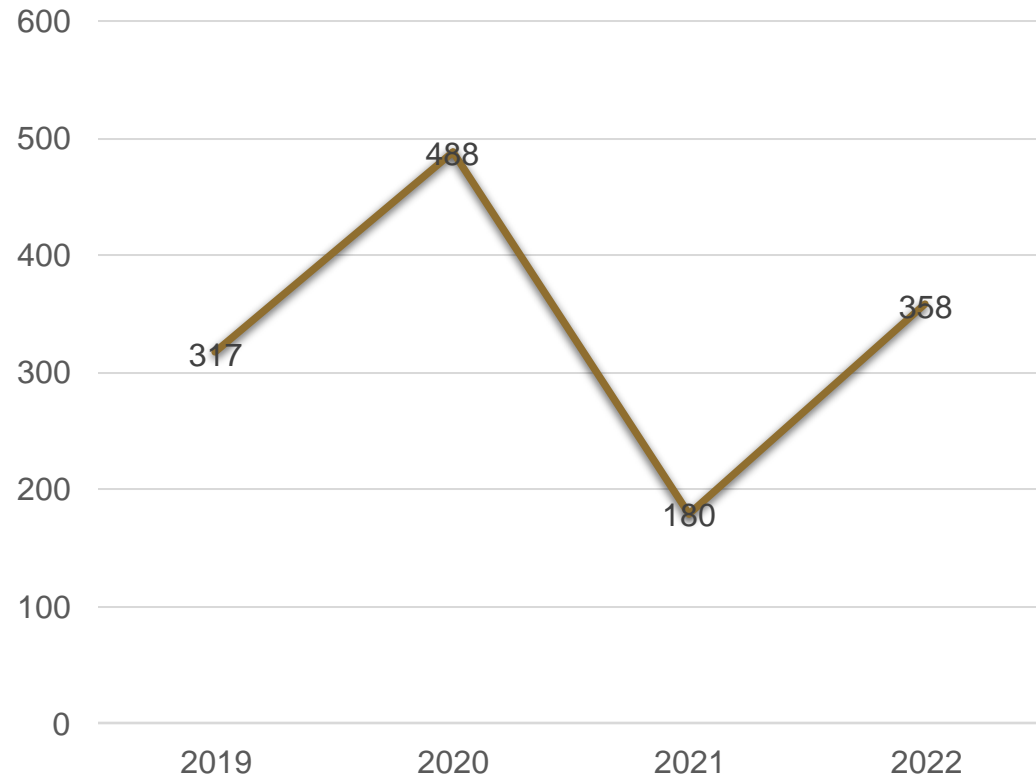
# Youth Programming Goals



# Youth Performing

Fiscal Years 2019-2022

## Youth Participants



# Hearing from our Community

## Surveys and Feedback – Youth Programs



"My kid loved going every week."

# Hearing from our Community

## Surveys and Feedback – Youth Programs

"The instructors are outstanding. They fostered kindness and working together."



# Hearing from our Community

## Surveys and Feedback – Youth Programs



"The staff made each child feel important."

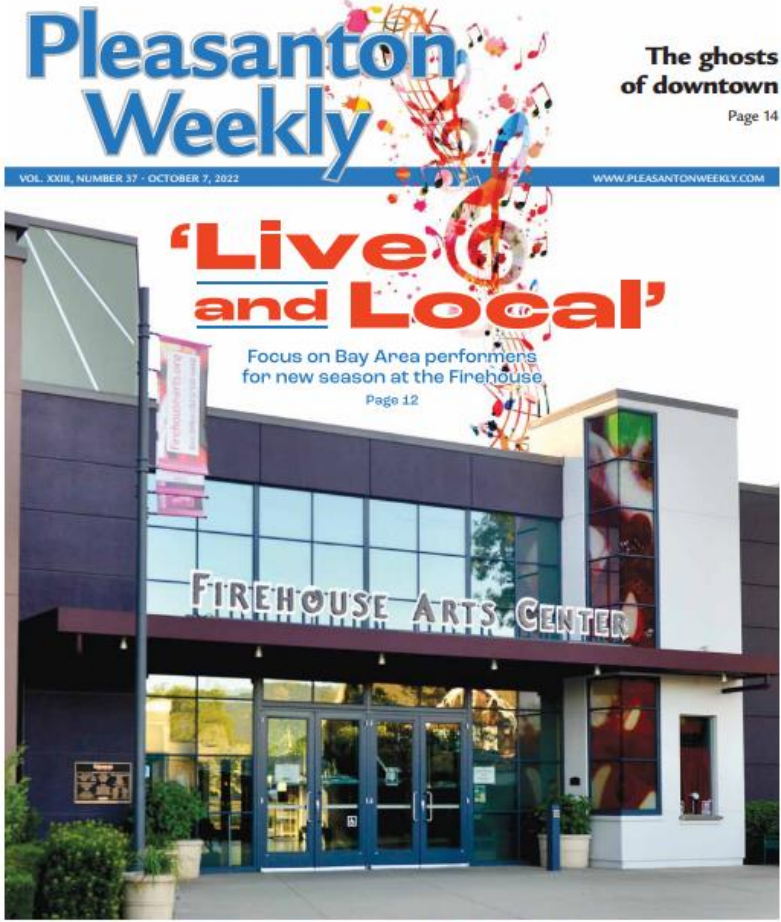
# ***Firehouse Arts Center Marketing Strategy***

---

# Marketing Strategy



## Media Relations



- 5 NEWS PUSD talks policy on harassment at schools
- 5 NEWS Lab's role in asteroid targeting mission
- 17 EDITORIAL Recommendations on bond measures

### LIVE AND LOCAL

#### FOCUS ON BAY AREA PERFORMERS FOR NEW SEASON AT THE FIREHOUSE

**COVER STORY**

**THE GHOSTS OF DOWNTOWN**

**By JUDITH WALSH**

The theater doors have opened at the Firehouse Arts Center for a new season that promises to be the most diverse and unique set of performances and shows to date for the city-operated entertainment venue in downtown Pleasanton.

The 2022-23 schedule, which formally kicked off last weekend with Oakland-based MJ's Brass Boppers, is chock full of singers, comedians, actors, musicians and other entertainers from across the Bay, including Pleasanton natives Jeff Bordes, Solomon Alter and Lauryn Marie, the Pleasanton Youth Theater Company, local teen improv troupe Cautious of Impulse and Tri-Valley Repertory Theater's spring musical — all in addition to other returning favorites who've awed Firehouse audiences before.

"We have a fantastic re-emergence season in 2022-23, and I hope patrons will come along for the ride and try something new with us," Mark Duncanson, recreation supervisor for the city of Pleasanton, told the *Weekly*.

A leading organizer for the Firehouse's annual scheduling process, and a longtime performer and director himself, Duncanson said he's excited that the behind-the-scenes efforts have led to an improved lineup that offers "truly something for everyone" at the intimate 220-seat venue on Railroad Avenue.

"I'm deeply involved with planning the acts for the season. I consider quite a bit starting with the audience we've grown since opening in 2010. I aim to nurture our returning audience while attracting new audiences," he said.

"As I talk in contact with all our artists from initial ask, booking and performance, I'm constantly reflecting on the season, learning from our audiences and artists and I get reinvigorated at our lineup," Duncanson added. "I'm in a position to bring joy to artists and patrons. I get to be in the room when art is shared and appreciated. I'm able to welcome back returning favorites and introduce new artists to new patrons."

The Firehouse continues to hit the ground running on its new season, with a slate of shows this fall that exemplify its "Live and Local" theme.

Oakland native Eve Marie Shabanian performs "Take Me to the World to Company" tonight, featuring songs from the musical theater, jazz standards and original arrangements.

"Cafe Night Out... and Gays 'Til An Evening of Music: 62 Comedy" follows on Saturday night (Oct. 8), a comedy cabaret with Thelie Tucker and pianist Joe Smalek along with rising stars of the San Francisco comedy clubs, will follow at the Firehouse next Friday (Oct. 14).

"The Magic of Andy Amye" will come to the Pleasanton stage on Oct. 20. The standup magician is known for "elegant delight of hand and manipulation with amazing feats of illusion, comedy and audience participation," according to Firehouse officials. Another highlight of the month will be "Loving Janis," with Bay Area singers Kyra Gordon and Mimi Fox performing the music of American folk and rock legends Janis Joplin and Janis Ian in a narrative concert.

"This current season of 'Loving Janis' reimagined is the culmination of a collaboration, mentorship and chemistry that developed between Kyra and Mimi," promoters for the Oct. 22 show said. "The connection and interpretation between them has resulted in a concert which takes the audience through the fascinating careers of both amazing Janises."

While acknowledging he's looking forward to seeing so many of the acts perform, it's tough to call out just one because "I'm such a nerd for everyone we book," he said. Duncanson is particularly excited for "Loving Janis" and finally being able to book Gordon at the Firehouse.

"We've known Kyra since about 2011 when she was performing with Bay Area improv hip-hop group The Prezz. Kyra is an accomplished singer-songwriter, pianist and all-around wonderful person," he told the *Weekly*.

Duncanson also plays a key role in a premiere show in November, the "Back to School Special" with Pleasanton Youth Theater Company performers produced by the Firehouse and hosted by Duncanson and Kimberly Macdon on Nov. 12.

"Believe those angst-filled, awkward and beautiful moments live onstage as people like you read actual diary entries, school papers, notes or simply random moments from their younger years, call with music and the occasional live reenactment from professional improv performers, this evening is poised to make you laugh, cry and cringe," Firehouse officials said.

Young performers from the Tri-Valley are a big part of programming at the Firehouse this season.

PTVC also has "Elf the Musical Jr." in December, Doreys "Princess Kiki" in January, "Honey J" in March and April and "Spartanx" from its summer drama camps in July.

Creators of Impulse, the city of Pleasanton award-winning teen improv group, has the shows on the calendar: "Nighmares" (Oct. 27-29), "Holiday Shows" (Nov. 20, Dec. 1-2), "Face-Off" (Feb. 23-25), "Puppets of Impulse" (May 18-20) and the annual "Tri-Valley High: The Series" (July).

The High School Musical Collaborative has a collection of performances on the docket, including its "Villains" cabaret in November and "Holiday Youth Music Festival" in December.

The marquee theater production this season will be "Tri-Valley High: The Series" the musical adaptation of "Where the Mountain Meets the Moon" composed and written by Bay Area resident Min Kohng. Tickets will go on sale soon for the annual musical, set for April 29 to May 14.

The rest of the 2022-23 lineup includes an eclectic range of solo and group performers.

Amador Valley High School graduate Jeff Bordes, a trumpeter and jazz composer, will play his hometown main stage twice — "Jeff Bordes and Friends: A Jazz Christmas" is set for Dec. 17 and "Jeff Bordes and Friends: Mardi Gras Celebration" is Feb. 18.

Other items on the docket include Logan Kane as part of electro-jazz group Dolphin Hypocence on Feb. 3, Solomon Alter of The Jazz Androids on March 4 and Lauryn Marie of Theater Company performers produced by the Firehouse and hosted by Duncanson and Kimberly Macdon on Nov. 12.

More notable Bay Area and Northern California acts coming to the Firehouse include TOAZ Quartet playing original Black American music on Nov. 18, indie improv Firehouse of San Francisco on Jan. 13, indie singer-songwriter Emily Zeman on Feb. 17, all pop punk rock group Until Further Notice on March 3 and "The Tall Blonde at the Calbarco" starring Susan Tomlin on April 20.

There are tribute shows for famed performers such as Elton Presley, Paty Cline, Glen Campbell and Billie Holiday, returning favorites like the Golden Fiddles holiday revue and We Banjo 3, reflective programs like "A Broadway Celebration with Deborah Del Mastro" and "Deep River: The Flow of Negro Spirituals Through Time," and the Firehouse Short Film Festival.

"We are also very lucky to have singer-songwriter and LGBTQ+ activist Ryan Casata on our calendar," Duncanson said of the April 21 concert. "I was lucky enough to have Ryan perform during the summer of 2011 and have gotten to know him, his music and his heart, and can't wait to have him perform as part of our presenting season."

Reflecting on the new season on the whole, Duncanson said it represents an enthralling mix of the new and the familiar for Pleasanton audiences.

"We're excited to help our patrons discover new artists at the Firehouse, to remember how it felt to hear their favorite artists for the first time," he said in a city press release. "We also aim to be a venue that opens doors for emerging artists. There's such a unique energy when new artists and new audiences find each other in an intimate venue like the Firehouse. In the same respect, the Firehouse offers a fresh and close-up perspective with our returning artists."

"If something looks fun, sounds interesting, or you just want to know more — buy some tickets and experience art with us," Duncanson added. "This isn't just a performing arts venue, we aim to be a community center for the arts."

To see the full schedule, purchase tickets and learn more, visit [firehousearts.org](http://firehousearts.org).

**PERFORMERS AT THE FIREHOUSE THIS SEASON INCLUDE (CLOCKWISE FROM TOP LEFT):** Mimi Fox and Kyra Gordon in "Loving Janis," Stella Howard's tribute to Billie Holiday, musician Andy Amye, "Happy Birthday Eve!" with Jim Anderson, MJ's Brass Boppers, Jori Morris' tribute to Paty Cline, Lauryn Marie, Andy Kates' tribute to Glen Campbell and Jeff Bordes.

# Marketing Strategy

## Digital Marketing & Social Media

**SEASON 2023**

**MJ's Brass Boppers**

Showcases  
Favorites!

**The Magic of Andy Amyx**  
MAGIC  
October 20 | 7:30pm

**Loving Janis with Kyra Gordon & Mimi Fox**  
TRIBUTE CONCERT  
October 22 | 8pm

**Andy Amyx**

**TOaG Quartet**  
ORIGINAL BLACK  
AMERICAN MUSIC  
November 18 | 8pm

**Jared Freiburg & The Vagabonds**  
ROCKIN' HOLIDAY REVUE  
December 22 | 7:30pm

**22 SEASON 23**  
**FIREHOUSE**  
ARTS CENTER

**Fall at the Firehouse**  
Performances sure to put a spell on you

*High School*  
**CABARET**  
**VILLAINS**

High School Music Collaborative  
**VILLAINS**  
A High School Cabaret

Our Cabaret teens present classic and contemporary songs from musical theatre's greatest villains!

**FIREHOUSE**  
ARTS CENTER™

**Holiday Youth Music Festival**  
High School Music Collaborative  
November 26, 2022 | 2:00 p.m.  
HSMC shares the stage with COI and Elf Jr. cast members to ring in the Holiday Season with live, local, and youthful music expression.

**A Very "Follies" Holiday**  
The Golden Follies  
December 10, 2022 | 2:00 p.m.  
Lively choreography, heartwarming music, reindeer, snowflakes, christmas trees, bright colored packages, and more

**Holiday Shorts**  
Creatures of Impulse  
November 29, December 1-2, 2022 | 7:30 p.m.  
Your suggestions will inspire holiday themed games, scenes, and improv!

**Rockin' Holiday Revue**  
Jared Freiburg & The Vagabonds  
December 22, 2022 | 7:00 p.m.  
A Holiday Celebration of the Early Years of Rock & Roll featuring songs from Elvis to Bing Crosby to Jerry Lee Lewis!

**Elf the Musical Jr.**  
Pleasanton Youth Theatre Company  
December 9-18, 2022  
Fridays & Saturdays at 7:30 p.m.  
Saturdays & Sundays at 2:00 p.m.

**Jeff Bordes and Friends**  
A Jazzy Christmas  
December 17, 2022 | 8:00 p.m.

**Elf the Movie**  
Firehouse Film Series  
December 15, 2022 | 6:00 p.m.

(925) 931-4848  
FirehouseArts.org

# Marketing Strategy

## Advertising



# Community Engagement

## Partnerships and Collaborations

- Civic Arts Commission
- Pleasanton Downtown Association (PDA)
- Pleasanton Chamber of Commerce
- Pleasanton Unified School District (PUSD)
- Museum on Main (MOM)
- Bankhead Theater
- Pleasanton Art League (PAL)
- Pleasanton Cultural Art Council (PCAC)
- Las Positas College



# FIREHOUSE THEATER



# PROFESSIONAL SERVICES AGREEMENT

## Production Services for Performers and Artists at the Firehouse Arts Center

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 16<sup>th</sup> day of July 2024, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Prime Time Entertainment, an entertainment and production company (“Consultant”), whose address is 2430 Research Drive, Livermore, CA 94550 and telephone number is 925-449-1724.

### RECITALS

A. Consultant is qualified to and experienced in providing contractual services in the performing arts for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Terms**. This contract shall commence on the date written above and shall expire on June 30, 2025. The parties may mutually agree to extend the term of this Agreement for up to four additional terms of 12 months each.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$110,000 through June 30, 2025. If the Agreement is extended as described in Section 3 above, then the compensation for the extended period shall be \$110,000 per year, with a maximum not to exceed amount of \$550,000 over a five-year period. The City shall pay Consultant for individual performances in amounts as mutually agreed to in writing by way of task order in advance. Unless the City and Consultant have agreed in writing by way of task order before the performing the work, no liability and no right to claim compensation for such work or expenses shall exist.

a. Invoices submitted to City must contain a reference to the task order described above. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All services of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent Consultant and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subConsultants.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless

of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Consultant shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Consultant's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. **Defense Costs.** Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These provisions do not apply to Professional Liability.

h. **SubConsultants.** Consultant shall include all subConsultants as insured under its policies or shall furnish separate certificates and endorsements for each subConsultant. All coverages for subConsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Prime Time Entertainment  
2430 Research Drive  
Livermore, CA 94550

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant’s services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**  
Prime Time Entertainment

\_\_\_\_\_  
Gerry Beaudin, City Manager

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

\_\_\_\_\_  
Print name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

Its:

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

Rev. 11/23

## **EXHIBIT A**

### **Scope of Services**

The following shall serve as a SCOPE OF WORK to the CITY OF PLEASANTON's Services Agreement between PRIME TIME ENTERTAINMENT ("Consultant") and City of Pleasanton ("City"), to reflect the mutual understandings and agreement of the defined services CONSULTANT is providing to CITY.

CONSULTANT shall research, design, and book performances that appeal to area residents and guests to be presented at the Firehouse Arts Center, with a goal to develop a safe and family friendly environment for guests at each show.

CONSULTANT shall work with CITY to evaluate potential performers and the required budgets to implement shows. CITY will approve all performers and show selections.

CONSULTANT shall provide a staff member to be present at each show. This staff member will be responsible for initiating all performers and band communications, logistical issues, and ensure that the shows stay on schedule.

CONSULTANT shall coordinate logistics for lodging and transportation for performers. CITY does not provide funding for lodging or transportation.

CONSULTANT shall be the contract signers on all performer agreements and provide direct payment to the performers.

CONSULTANT shall be responsible for contracting all chosen performers and coordinating technical needs with the CITY.

CONSULTANT shall work with CITY to design, consult, and participate in the execution of promotional campaigns for the shows to include press releases, calendar listings, notices, posters etc.

CONSULTANT shall create a Technical Rider for all show logistics: including equipment needs, rehearsal schedule, band load-in, sound checks, and show flow management, and send this information to CITY, 2 weeks prior to the show.

CITY shall provide theater technician staff and equipment for sound and lighting.

CITY shall provide ticket management and house management staff and volunteer ushers.

CITY shall coordinate the implementation of marketing for performances using content provided by CONSULTANT. CITY will post content on its website, social media outlets, create theater brochures and posters, and develop and distribute press releases and newsletters.

CITY shall oversee the management of a concessionaire contract with local business for beverages and refreshments at performances.

CITY shall provide reservation of the City theater and management of all facility needs for performance, including maintenance of City facility and equipment.

CITY shall provide a light hospitality menu for performers CONSULTANT shall provide hospitality requests beyond menu provided by the CITY.

Fee Schedule:

CONSULTANT shall provide services for a total of payments not to exceed a total of \$110,000 within the term specified herein. If the Agreement is extended as described in Section 3 above, then the compensation for the extended period shall be \$110,000 per year, with a maximum not to exceed amount of \$550,000 over a five-year period.