

September 19, 2005

Honorable Mayor and Members of  
The Hermosa Beach City Council

Regular Meeting of  
September 27, 2005

**NEW YEAR'S EVE CELEBRATION – DECEMBER 31, 2005**

**Recommendation**

It is recommended that the City Council:

1. Approve the implementation of a New Year's Eve Celebration.
2. Select entertainment venue proposal for musical performance conducted by "Big Band 2000" from 8:00 PM to 12:15 AM.

**Background**

The New Year's Eve Celebration on Pier Plaza was first produced in 1999 to commemorate the new millennium. Each year thereafter, live musical performances of "Big Band 2000" have attracted thousands of spectators to the plaza.

**Analysis**

In coordination with City staff, Gerald Ishibashi of Stonebridge Productions has repeatedly produced this event to include musicians, amplified sound, lighting, stage, generator, operations crew and technicians. This is the same production company utilized for the Sunset Concert series. The concert production fee for New Year's Eve is \$22,500. An additional \$3,500 is expended for portable toilets, clean-up crews, and peripheral lights.

**Fiscal Impact: \$26,000 budgeted from DEC Fund – Special Events**

**Attachments:**

- A. Professional Services Agreement

Respectfully submitted,

Concur,

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Lisa Lynn  
Community Resources Director

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Stephen Burrell  
City Manager

Noted for Fiscal Impact:

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Viki Copeland  
Finance Director

**City of Hermosa Beach  
PROFESSIONAL SERVICES AGREEMENT:  
STONEBRIDGE PRODUCTIONS  
2005-2006 NEW YEAR'S EVE CELEBRATION**

**ARTICLE I – Scope of Work**

STONEBRIDGE PRODUCTIONS (STONEBRIDGE) shall perform all work necessary to complete in a manner satisfactory to CITY to produce a 2005-2006 New Year's Eve "Big Band" musical performance on Pier Plaza.

STONEBRIDGE SHALL PERFORM THE FOLLOWING: (a) produce a show featuring an 18- piece big band called "Big Band 2000" who will perform on Pier Plaza from 8:00 PM-12:15 AM on December 31, 2005-January 1, 2006. STONEBRIDGE shall: (a) negotiate and will be solely responsible to fulfill the conditions and payments of all performance contracts and technical contracts for the performance including all licensing requirements, (b) provide and assemble the stage, lighting equipment, and all sound equipment necessary for the performance (set-up times to be scheduled by mutual agreement between CITY and STONEBRIDGE), (c) provide a generator adequate to supply power for all performance-related electrical needs, (d) provide two (2) security guards to be stationed behind the stage, and, (e) remove all staging and concert equipment from the Plaza by January 3, 2006.

STONEBRIDGE shall take adequate measures to protect performers and equipment in the event of mild inclement weather. In the event of inclement weather that would impede the performance as to make it impractical, STONEBRIDGE will be responsible to pay all expenses associated with producing the event. Should that occur, CITY will pay no more than \$2,000 to reimburse STONEBRIDGE for the purchase of event cancellation insurance, or to assist with production expenses incurred by STONEBRIDGE. Should the event be cancelled, all deposits paid by CITY to STONEBRIDGE shall be returned to CITY by January 6, 2006.

CITY agrees to pay \$22,500 to STONEBRIDGE as follows: (a) a progress payment of \$10,000 once STONEBRIDGE provides sufficient evidence that the entertainment and technical contract(s) have been secured and (b) final payment of \$12,500 upon performance completion on December 31, 2005.

**ARTICLE II – Indemnity**

STONEBRIDGE agrees to indemnify CITY, its' officers, employees and agents against, and will hold and save each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omission of STONEBRIDGE, its agents, employees, subcontractors, or invitees, provided for herein. STONEBRIDGE will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith. STONEBRIDGE will promptly pay any judgement rendered against

CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against STONEBRIDGE for such damages or other claims arising out of or in connection with the sole negligence of STONEBRIDGE hereunder, STONEBRIDGE agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorneys' fees.

### **ARTICLE III – Insurance**

STONEBRIDGE shall obtain and retain Worker's Compensation Insurance for all STONEBRIDGE employees to the extent required by the State of California.

STONEBRIDGE shall provide CITY with a Certificate of Insurance for general liability with minimum coverage's of \$1,000,000 per occurrence, \$1,000,000 for injury to one person/single occurrence, and \$2,000,000 aggregate. This certificate shall name the CITY of Hermosa Beach, its officers, agents and employees as additional insured. Automobile liability insurance with minimum coverages of \$1,000,000 for property damage, \$1,000,000 for injury to one single person/single occurrence, and \$2,000,000 for injury to more than one person/single occurrence.

For any claims related to this project, STONEBRIDGE insurance coverage shall be primary insurance as respects CITY, its trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its trustees, officers, employees, or volunteers shall be excess of STONEBRIDGE insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

**Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.**

CITY OF HERMOSA BEACH

STONEBRIDGE PRODUCTIONS

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Stephen Burrell, City Manager

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Gerald Ishibashi, Promoter