

Dane County Contract Cover Sheet

Revised 01/2025

Res 084
significant

Dept./Division	Alliant Energy Center		
Vendor Name	Best Crowd Management	MUNIS #	35872
Brief Contract Title/Description	To provide event security and parking services		
Contract Term	9/1/2025-05/31/2028		
Contract Amount	\$1,500,000		

Contract # Admin will assign	15972
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Kevin Scheibler	Name	Jeff Spoerndle
Phone #	608-267-3982	Phone #	651-400-7040
Email	scheibler.kevin@alliantenergycenter.com	Email	jeff.spoerndle@garda.com
Purchasing Officer	Megan Roan		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$45,000 (N/A to Public Works)		
	☒ Cooperative Contract	Contract Name & #	# UWMSN-2025-4349-Security Services
	☐ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

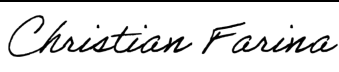
MUNIS Req.	Req #	2082	Org: Many	Obj: 32323	Proj:	\$
			Org:	Obj:	Proj:	\$
	Year	2025	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☐ Contract exceeds \$100,000 – resolution required.	Res #	84
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Christian Farina/ Joshua Cotillier	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Scheibler, Kevin	Digitally signed by Scheibler, Kevin Date: 2025.09.02 16:29:24 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/16/25	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, October 16, 2025 11:55 AM
To: Hicklin, Charles; Rogan, Megan; Pabellon, Carlos; Farina, Christian; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15972
Attachments: 15972.pdf

Importance: High

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/16/2025 12:05 PM	Approve: 10/16/2025 12:06 PM
	Rogan, Megan	Read: 10/16/2025 12:01 PM	Approve: 10/16/2025 1:44 PM
	Pabellon, Carlos		
	Farina, Christian		
	Cotillier, Joshua	Read: 10/16/2025 11:56 AM	Approve: 10/16/2025 11:57 AM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15972
Department: Alliant Energy Center
Vendor: Best Crowd Management
Contract Description: Provide event security and parking services (Res 084)
Contract Term: 9/1/25 -5/31/28
Contract Amount: \$1,500,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

Goldade, Michelle

From: Farina, Christian
Sent: Thursday, October 16, 2025 11:57 AM
To: Goldade, Michelle
Subject: Approve: Contract #15972

AWARD OF CONTRACT FOR UNARMED EVENT SECURITY SERVICE AT THE ALLIANT ENERGY CENTER

The Alliant Energy Center uses outside help to assist with event security, parking and traffic assistance during events on campus to ensure the security and efficient operation of the guest experience on campus.

A three-year contract through May 31, 2028 with a maximum cost of \$1,500,000 has been negotiated with BEST Crowd Management, Inc. based on University of Wisconsin Madison Contract #2025-UWMSN-00870-RFP.

NOW, THEREFORE BE IT RESOLVED, that the contract for event parking and traffic assistance with the BEST Crowd Management, Inc., PO BOX 843886, Kansas City, MO 64184-3886 is hereby approved.

BE IT FINALLY RESOLVED, that the County Executive and County Clerk are authorized to sign the contract documents.

DANE COUNTY CONTRACT # 15972

Revised 11/2024



Department: Alliant Energy Center
Provider: Best Crowd Management, Inc.
Expiration Date: May 31, 2028
Maximum Cost: \$1,500,000

Registered Agent (if applicable): Best Crowd Management, Inc.
933 North Mayfair Road,
Registered Agent Address: Suite 211, Milwaukee, WI 53226

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Best Crowd Management Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of providing unarmed security services; and

WHEREAS PROVIDER, whose address is 199 Coon Rapids Blvd., Suite 111, Coon Rapids, MN 55433, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. **TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER. PROVIDER may terminate this Agreement without cause at any time by providing COUNTY with forty five (45) days' written notice.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's negligent furnishing of the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is a \$3,000,000 minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy on a blanket basis.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status on a blanket basis as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include a blanket additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint

form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

XXIII. LIMITATION OF LIABILITY:

- A. It is understood that PROVIDER is not an insurer; and the parties agree that PROVIDER makes no warranty, express or implied, that the Services it furnishes will prevent or minimize the likelihood of loss or occurrences or the consequences therefrom which the Services are designed to mitigate. Each party's liability for any losses and damages (whether based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with or arising under this agreement will be limited in the aggregate for all claims to an amount not to exceed four million dollars (\$4,000,000). Notwithstanding the foregoing, the above limitation of liability shall not apply to the following: (a) losses and damages that cannot be disclaimed under applicable law, (b) claims and liabilities arising from PROVIDER's indemnity obligations under this agreement, and (c) any amounts payable under this agreement by COUNTY to PROVIDER. Under no circumstances or theory of liability shall either party and its insurance carriers be liable for any incidental, punitive, consequential or special damages arising out of this agreement.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:


Jeff Spierndie [Oct 16, 2025 11:34:02 CDT]

NAME
TITLE Chief Operating Officer

16/10/2025

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

This contract is based on University of Wisconsin-Madison Contract # UWMSN-2025-4349-Security Services for Unarmed Event Security Services, which has a term of June 1, 2025 through May 31, 2028 with automatic renewal extensions to May 31, 2028, unless amended, cancelled, or rebid by the University of Wisconsin-Madison. Provider shall provide unarmed event security services for the Alliant Energy Center.

Licenses & Permits

Provider must be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

Provider must be licensed by the State of Wisconsin as a provider of protective services.

The Provider shall keep a copy of each permit on file in Provider's On Site Office and make them available to Alliant Energy Center Management staff within five days written request. Provider's employees will be spot checked to ensure compliance.

Uniforms

Provider shall provide all employees with Provider's standard complete professional uniform. Uniforms shall include at a minimum: white shirt/colored polo shirt/colored jacket, black pants, black shoes. Supervisors must be designated with a professional uniform that is different from the crew they are supervising. Additional inclement or seasonal gear must be provided by Provider. This includes but is not limited to rain gear, baseball hats, ties, etc. All uniforms must have a company patch or emblem on the front. When appropriate, "Event Staff" or company name should be designated on back of uniforms.

The County shall have final approval of all uniforms for each location or type of event. Color of uniform shall be designated by the County. County shall pay for any AEC specific uniforms that are requested during the term of this agreement.

Flashlights are considered part of a uniform and Provider must supply to all events where they are required.

Earplugs are considered part of a uniform and Provider must supply to all events where they are required.

Lanyards/credential holders are considered part of a uniform and Provider must supply to all events where they are required.

Equipment

County shall furnish, all required radios as needed for event production. Maintenance and replacement based on damage will be completed at Provider's expense. Provider

will equipment at their expense any ancillary or auxiliary equipment such as ear-pieces, surveillance clips, holsters, or other devices required for radio operation.

Additional equipment that must be available if requested includes, black lights, megaphones, flashlights, stamps and inkpads. Equipment must be provided at no cost to the Provider's employee.

If the County requests that Provider utilize metal detection wands, the County agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. Provider agrees to implement the requested services so as to maximize the effectiveness as intended. However, Provider does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If Provider provides metal detecting wand devices for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per device per Event day. If Provider provides two-way radios for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per radio device per Event day. Any other equipment or supplies the County desires shall be provided by the County or may be purchased or rented by Provider with the County providing reimbursement for the cost of the supplies and any related labor cost.

Walk-Through Metal Detectors

If the County requests that Provider utilize Walk-Through Metal Detectors ("WTMD"), the County agrees that the effectiveness of WTMD procedures is that of a deterrent and one process in attempting to screen out prohibited metal objects from being brought into the Job Site. Provider agrees to implement the requested services so as to maximize the effectiveness as intended. However, Provider does not represent that the use of the WTMD shall be completely effective against any and all contraband.

Provider's personnel shall be provided parking at the Job Site, or off-Job Site parking with a shuttle service to the Job Site, at no cost to Provider or its personnel.

Provider Personnel and Staffing

Provider shall have one designated contact for the County, who will work to develop staffing models, training, and other functions of the job. This individual shall have no less than 10 years' experience working similar event types and sizes, and will have an established background in leadership and staff development.

Provider shall employ trained staff that is courteous, helpful and considerate to provide services under this Contract. Provider's employees shall not use improper language or act in a loud, boisterous manner, or act in any inappropriate or improper manner as determined by the County. Provider shall stress the vast importance of customer service and not tolerate any resistance to staffing models or decisions made by the County.

Provider shall reassign or up to dismissal by Provider, any employee after notification by the County that such employee has engaged in unacceptable behavior.

All of the Provider's employees must be at least 18 years of age or older.

The Provider shall agree that all service personnel under this contract shall be employees of the Provider, who has the sole and exclusive right to hire and discharge any employees, and shall be solely responsible for all actions and functions to be carried out by its employees.

Provider must be and remain an independent Provider with respect to all services performed under the Contract. Provider accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the County from any claims for contributions, taxes or liability thereof.

All persons performing work hereunder, shall at all times, be recognized as the Provider's employees and work under Provider's control and supervision. Provider employees shall not be deemed employees of County for any purpose, and shall not acquire any rights or benefits provided for employees of County. However, Provider's supervisors shall, in the performance of services in this contract, comply with the written or verbal instructions received from authorized County representatives. Supervisors shall then be directly responsible for transmitting this information to Provider's employees.

Upon request by the County, the Provider shall replace any supervisor or security guard not performing the service according to this contract. If a Provider's employee is found unacceptable, careless, incompetent, or otherwise objectionable and whose continued employment is not in the best interest of County, that employee shall be removed from the security duties of this contract before the next schedule event.

Precautions shall be exercised at all times for the protection of persons and property. The Provider shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract.

The Provider and their personnel are required to adhere to all Federal, State and Local laws that apply to the provisions of the services under this contract, as well as those laws that regulate the general public. The special role of Provider's employees in securing people and property in no way relieves the Provider or his employees of this obligation.

If a scheduled event is cancelled for any reason, the County is not financially responsible for staff that have not embarked to the scheduled shift. In cases where event cancellation occurs less than 24 hours prior to the scheduled shift the County will review and evaluate, in conjunction with the Provider, any costs associated as a result of the cancellation. The County will compensate Provider for scheduled posts should they arrive at their scheduled shift prior to sufficient notice of the event cancellation. A three-hour minimum may be compensated per person for shift arrivals that precede a cancelled event notification

Event-Related Provider Requirements

The County requires each event to be staffed by the predetermined number of requested security personnel.

At least one (1) week prior to the first day of an Event for which Services will be necessary, the County shall provide to Provider a written job order that includes the number and classifications of personnel requested and the time periods for which they

will be needed. If the County does not provide such timely notice, Provider shall make best efforts to provide the requested personnel for the Event; however, Provider's inability to do so shall not be a breach of this Agreement. In order to provide the staffing level required by the County, it may be necessary to schedule additional numbers of employees to insure complete coverage at the Event. The County agrees to absorb the costs for up to five percent (5%) of any overstaffing for events. However, should the overstaffing be in excess of five percent (5%), Provider must obtain written approval from the County's onsite event manager. If such written approval is not obtained, the County shall not be required to compensate Provider for overstaffing in excess of five percent (5%).

Provider's staff shall be on duty at their assigned location, (gate, door, and/or barricade) at least 1/2 to 1 hour prior to the opening of each event. County and Provider will determine appropriate report time for each event allowing enough time for pre-event meetings when necessary.

Provider's staff shall not admit any persons from entering event without an official ticket or valid credential. Provider's employees found in violation of this policy shall be reassigned to another non-gate/entrance assignment up to dismissal by Provider.

Requests for autographs, tickets, pictures, etc. from concert talent or other celebrities are not allowed and are grounds for immediate dismissal.

The maximum number of hours per shift for each employee is 12 hours before being relieved for at least 8 hours. The number of required personnel for events can range between 1 and 50 as determined by the County. The employee to supervisor ratio may also be determined by the County, with the number of employees under any supervisor not to exceed 5.

Staffing levels and specific posts will be determined by the County following consultation with Provider. The County shall have the final decision as to the number of Provider's personnel to be used and the deployment (i.e., placement at the Job Site).

The County agrees that for all requests for Provider personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than fifteen (15) personnel; (ii) for any event where fifteen (15) or more personnel are requested, an Event Coordinator shall be ordered; and, (iii) for every five (5) Provider personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

All employees of the Provider shall complete a training program that is developed by Provider and the County before working their first event in Facilities. This training program will consist of multiple phases (online training, customer service training, facility specific training, emergency procedures and protocols, etc) and will conclude with a test to determine whether employees are eligible to work at certain events. Provider employees who do not successfully pass the test to the standard determined by the Provider and the County will not be allowed to work events. There will be separate orientations for separate facilities. Content of training course will be developed through a joint effort between the County and Provider. There must also be evidence of an Employee Recognition Program in place by the Provider, to help Provider employees feel part of the County. This program can be a joint effort with the County. Provider's

employees shall be compensated for any training, and the County shall be billed for the classroom portion of this training.

Local Office

Provider must have an office established within Dane County immediately upon start of contract. Office must be equipped with appropriate phone service including voicemail or contact with centralized dispatch center during non- business hours. Email accounts must be available to communicate with full time office and event staff.

This contract shall include one 650 square foot office, furnished with internet and telephone access, parking and meeting room use with equipment for meeting and training purposes for Provider staff, including those who are working at other locations. Provider shall have access to the rented space for up to 90 days following the end date or termination date of this contract. After 90 days, Provider may discuss rental options with County management staff.

This office must be staffed with full time personnel (including designated contact resource) during regular business hours (8:00am to 4:00pm CST/CDT Monday through Friday) in order to respond promptly to requests for service.

The Branch Manager and other necessary staff must be available for weekly Operational Meetings with the County to be attended free of charge.

Position Descriptions

Event Manager/Event Coordinator: These personnel are generally full time employees of the Provider. They are responsible for managing the event security from start to finish. They coordinate all security needs for each event and manage the event on site. Must work closely with County Staff and possess leadership qualities and decision-making abilities. They are responsible for event staffing as well as continued on the job training and evaluation.

Supervisor: Supervisors directly manage event staff members to ensure that event policies are followed. Supervisors must display leadership qualities, staff development skills, and the ability to work courteously and effectively with staff members. Must have a working knowledge of events and facilities and possess swift decision-making abilities. Must possess an advanced understanding of building policies and emergency response procedures. All supervisors must be able to stand for long periods of time and move around the facilities, which may require a large amount of walking.

Ticket Takers / Ushers: Ticket takers are non-security personnel with a primary responsibility for facilitating the safe, friendly, and efficient entry and exit of event patrons and workers. They also direct persons with credentials to the proper entrances, direct special needs persons to elevators, and inform patrons of venue policies. During event ingress, Ticket Takers will scan or stub patrons' tickets. Ushers assist patrons in finding their seats and answer questions that they may have. Keep aisles and entryways clear in their sections. Notify supervisors and/or paramedics and assist in crowd control should there be a medical emergency in their section. Be visible to patrons and watch for prohibited items and behavior. Ushers are also expected to relay any feedback or complaints they receive from patrons. Ticket Takers/ Ushers play a key role in greeting our guests in a friendly and courteous manner, and providing them with

a memorable experience. Staff must be able to stand in one place for a minimum of 2 hours.

Security Personnel (Access Control): Security Personnel with an emphasis on access control are responsible for securing assigned areas and limiting access to authorized persons only. Security Personnel often operate within areas considered at greater risk of a potential breach. Recognizing the various credentials is necessary for these staff responsible for access control. Security Personnel must be able to be alert for long periods.

Security Personnel (Screening): Security Personnel with an emphasis on screening have a primary responsibility for facilitating the safe, efficient, and respectful checking of all patrons and stadium/arena workers bags for unauthorized or restricted items to the facility. Security Personnel must also perform security checks on both patrons and credentialed individuals using metal detection screening procedures. This includes the ability to operate walkthrough metal detectors. Individuals also must be trained to perform secondary screening techniques using handheld metal detector wands. Security Personnel must be able to be alert and stand for long periods.

Licensed Security Personnel: These personnel (commonly referred to as guards) must possess a security officers license issued by the State of Wisconsin Department of Regulation and Licensing. These personnel often provide security staffing of critical areas including in some cases overnight staffing. These staff must be able to stand for long periods.

Parking Personnel: Parking Personnel are non-security personnel with a primary responsibility for facilitating the safe, friendly, and efficient entry and exit of vehicle traffic into and out of the parking lots on event days. They also direct persons with credentials to the proper parking area

Training

All employees of the Provider shall complete a training program that is developed by the Provider and approved by Alliant Energy Center Management prior to working their first event in the facilities. County understands the time and expense Provider incurs to recruit, train and retain its employees. Therefore, the County agrees that should the County hire any employees of Provider, who are employed by Provider following the start of this Agreement and for one (1) year after its termination for any reason, the County will pay Provider a hiring and placement fee for each such Provider employee hired by the County to reimburse Provider for the costs it will incur in replacing such employee with a fully trained equivalent employee. Those costs shall be as follows: (1) event security staff shall be charged at a base fee for all recruiting and training of \$4,500, plus an additional \$5,000 for each year of experience such event security staff employee had with Provider at the time the County hires him/her; (2) for any Provider managers or supervisors, the fee shall include the base recruiting and training fee of \$4,500, plus the additional \$5,000 for each year of experience such employee had with Provider at the time the County hires him/her, plus

an additional fee of \$7,500 for the additional training such Provider managers or supervisors receive from Provider. Provider shall be entitled to receive reasonable costs and attorney's fees to collect those hiring and placement fees regardless of whether or not suit is filed.

Safety Act Provisions

Provider and the County agree and acknowledge that if Provider will not be the sole provider of crowd management services at facilities for this Agreement, Provider and the County agree and acknowledge that Provider is not responsible for any claims, losses, damages or liability as a result of the acts or omissions of other third party providers, not affiliated with Provider.

Provider and the County agree and acknowledge that any protections afforded under the Homeland Security Act of 2002, pertaining to any approvals granted to any Provider Qualified Anti-Terrorism Technologies (QATT) under the "Support Anti-Terrorism by Fostering Effective Technologies Act", shall only apply when Provider's methods and practices as evaluated by the Department of Homeland Security for the applicable Provider QATT are fully implemented. Any deviation from Provider's method and practices for its QATT may nullify and erase the protections afforded under any Provider SAFETY Act approvals.

Reciprocal Waiver Of Claims - Qualified Anti-Terrorism Technology

(This clause applies only if this Agreement involves the manufacture, sale, use or operation of a Provider Qualified Anti-Terrorism Technology(ies), as defined in accordance with this article.)

(il This Agreement involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies), and Provider is either the County's:

(i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor, of or for such technologies.

(ii> Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), under this Reciprocal Waiver of Claims, each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism.

(iii> "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.

SCHEDULE B

Pricing Structure and Payment

PROVIDER shall be paid at the following rates pursuant to UW Madison Contract # UWMSN-2025-4349-Security Services.

Event Manager	\$33.37
Command Post	\$26.62
Supervisor	\$26.62
Ticket Takers/Ushers	\$22.57
Event Security/Access Control & Screeners	\$23.92
Vehicle Post / Traffic Post	\$23.92

Provider shall invoice after each event for hours worked. Invoices shall be sent to invoices@alliantenergycenter.com The County will pay invoices Net 30 days. All payments made by the County to Provider should be remitted as follows:

Best Crowd Management Inc.
P.O. Box 843886
Kansas City, MO 64184-3886

The County shall pay at the rates listed above per employee-hour, with a minimum of four (4) hours per employee (if an employee works in excess of four (4) hours, the County shall pay in fifteen (15) minute increments).

If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against Provider during this Agreement, the rates paid to Provider by the County shall be adjusted as adjusted in UW Madison contract #18-5059. If the County requests a specific Provider employee or specifies certain acceptable employees who may work an Event or position, the County shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

The County shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)
President's Day
Martin Luther King's Birthday
Memorial Day
Independence Day (July 4)

Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day (December 25)
New Year's Eve

If a Provider employee works more than forty (40) hours per week for Events covered by this Agreement, the overtime hours shall be paid by the County at one and one half (1 1/2) times the rates or as otherwise required by applicable law.

If the County provides Provider with less than seventy-two (72) hours' notice of personnel requests, the County shall pay one and one-half (1 1/2) times the rates for such requests. If the County provides Provider with less than twenty-four (24) hours' notice of personnel requests, the County shall pay two (2) times the rates for such requests.

COUNTY OF DANE

Final Audit Report

2025-10-16

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