

Dane County Contract Cover Sheet

Res 345
Significant

Dept./Division	Alliant Energy Center
Vendor Name	Contemporary Services Corporation
Vendor MUNIS #	29893
Brief Contract Title/Description	To provide parking, ticket taking, parking booth, and other security services for events at the Alliant Energy Center.
Contract Term	January 1, 2021- May 31, 2025
Total Contract Amount	\$ 500,000

Contract # <small>Admin will assign</small>	14270
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	AECAGRI	Obj Code	22196	Amount	\$ 98,000
Req #	0962	AEC PARK	Obj Code	22196	Amount	\$ 1,000
Year	2021	AEC XHAL	Obj Code	22196	Amount	\$ 1,000

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	345
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/8/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Brent Kyzer-McHenry	Name	Kyle Gunderson
Phone #	608.267.3982	Phone #	608.807.5494 ext. 29001
Email	McHenry.Brent@alliantenergycenter.com	Email	kgunderson@csc-usa.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	3100 Applegate Ct. Suite #11 Madison, WI 53713

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Brent Kyzer-McHenry	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	2/8/21
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	2/8/21
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, February 8, 2021 10:03 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14270
Attachments: 14270.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/8/2021 10:04 AM	Approve: 2/8/2021 10:05 AM
	Clow, Carolyn		Approve: 2/8/2021 10:05 AM
	Gault, David	Read: 2/8/2021 10:06 AM	Approve: 2/8/2021 10:08 AM
	Lowndes, Daniel	Read: 2/8/2021 11:41 AM	Approve: 2/8/2021 11:46 AM
	Stavn, Stephanie	Read: 2/8/2021 11:54 AM	
	Oby, Joe		

I am re-sending this one...I hit the send button too quickly! Please approve based off of this email, not the one sent previously.

Contract #14270

Department: Alliant Energy Center

Vendor: Contract Description: Provide unarmed security services (Res 345)

Contract Term: 1/1/21 – 5/31/2025

Contract Amount: not to exceed \$500,000

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

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 in accordance with COVID 19 response guidelines.

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2020 RES-345

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

The Alliant Energy Center uses outside help to assist with parking and traffic assistance during events on campus. During the COVID-19 pandemic Contemporary Services Corporation has been providing parking and traffic assistance for the drive through testing and vaccination site being operated by Public Health Madison and Dane County on the Alliant Energy Center campus. The Alliant Energy Center would like to be able to utilize their services on an ongoing basis when the Center is able to host public events again.

A five-year contract with a maximum cost of \$500,000 has been negotiated with Contemporary Services Corporation based on University of Wisconsin Madison Contract #18-5059.

NOW, THEREFORE BE IT RESOLVED, that the contract for event parking and traffic assistance with the Contemporary Services Corporation, 3100 Applegate Ct, Suite #11, Madison, WI 53713 is hereby approved.

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

DANE COUNTY CONTRACT # 14270



of Pages Including Schedules: 17
Expiration Date: May 31, 2025
Authority: Res. # , 19-20
Department: Alliant Energy Center
Maximum Cost: \$500,000
Registered Agent:
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Contemporary Services Corporation. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 5371 desires to purchase services from PROVIDER for the purpose of providing parking, ticket taking, parking booth, and other security services for events at the Alliant Energy Center; and

WHEREAS PROVIDER, whose address is Suite #11, 3100 Applegate Ct., Madison, WI 53713, 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 XXX 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. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

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.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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.
- 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 Schedule C, 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 Schedule C 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:

- 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 sole negligence or willful misconduct, 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. 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. . . 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. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

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, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

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

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 no 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.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive 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. MISCELLANEOUS:

- A. 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.
- B. 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.
- C. 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.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes 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.
- E. 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.

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:



EDWARD S. KIM - ASSOCIATE GENERAL COUNSEL

02/04/2021

Date Signed

Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [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 #18-5059 Unarmed Event Security Services, which has a term of June 1, 2018 through May 31, 2021, with automatic renewal extensions to May 31, 2025, unless amended, cancelled, or rebid by the University of Wisconsin-Madison. Provider shall provide unarmed event security services for the Alliant Energy Center.

SPECIFICATIONS

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 successful 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.

Former Alliant Energy Center Employees

Provide additional consideration for hire of former LTE employees of the Alliant Energy Center, should they apply for positions with Provider.

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.)

- (i) 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 #18-5059:

TITLE	HOURLY RATE
Event Manager	\$26.00
Command Post	\$20.00
Supervisor	\$20.00
Ticket Takers/Ushers/Coat Check/Info Desk	\$18.00
Event Screening Specialist	\$18.00
Security Officer/Building Roamers/Vehicle or Traffic Post/ Licensed Security/Overnight Watch	\$18.00

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:

Contemporary Services Corporation
P.O. Box 102355
Pasadena, CA 91189-2355

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)	Labor Day
President's Day	Thanksgiving Day
Martin Luther King's Birthday	Christmas Eve
Easter Sunday	Christmas Day (December 25)
Memorial Day	New Year's Eve
Independence Day (July 4)	

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.

SCHEDULE C Reports

Ushers		
	Event Days	Staff Per Day
Midwest Horse Fair	3	40
World Dairy Expo	5	30
Ceremonies	1-5	10-20
Dane County Fair	4	4
Banquets	1-5	5-10
Concerts/Family/Entertainment	25-30	50-70
Consumer Shows	35-40	20-May
Conventions	10-15	5-10
Sporting Events	15-20	10-50
Tradeshows	8-12	5-20
Security		
Concerts/Family/Entertainment	15-20	50-150
Sporting Events	1-5	5-10
Parking		
Midwest Horse Fair	3	10-30
World Dairy Expo	5	8-30
Ceremonies	1-5	4-70
Dane County Fair	4	6
Banquets	1-5	2-5
Concerts/Family/Entertainment	25-30	10-20
Consumer Shows	45-50	4-12
Conventions	1-5	2-5
Sporting Events	20-25	10-20
Parking Events	1-5	2-4