

AN ORDINANCE 101546

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CONTEMPORARY SERVICES CORPORATION FOR CROWD MANAGEMENT SERVICES AT THE ALAMODOME FOR NFL NEW ORLEANS SAINTS FOOTBALL GAMES, IN AN AMOUNT NOT TO EXCEED \$67,000.00, FOR THE PERIOD OCTOBER 1, 2005 THROUGH JANUARY 31, 2006; RATIFYING EXPENDITURES IN THE AMOUNT OF \$18,205.16 FOR THE GAME HELD OCTOBER 2, 2005; AND PROVIDING FOR PAYMENT.**

\* \* \* \* \*

**WHEREAS**, with the City's recent agreement to host three NFL New Orleans Saints regular season games in the Alamodome on October 2, October 16 and December 24, 2005 it is necessary to utilize contract crowd management services to adequately secure the facility, patrons and players and to ensure the application of National Football League ("NFL") security standards; and

**WHEREAS**, the Alamodome has a minimal number of full-time security staff for non-event facility security and, therefore, the City must contract for security for certain high-profile events, which also have stringent security guidelines and/or high anticipated attendance; and

**WHEREAS**, Contemporary Services Corporation ("CSC") has been in existence for 38 years and is an industry leader in crowd management and guest services, specializing in events and entertainment services, and CSC is the only company with a local presence which has the capacity in terms of number of personnel and the knowledge, history and experience in working with NFL security practices in other venues; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of an Agreement with CSC for crowd management services at the Alamodome for NFL New Orleans Saints football games, in an amount not to exceed \$67,000.00, for the period October 1, 2005 through January 31, 2006, are authorized and approved.

**SECTION 2.** The City Manager or a designee is authorized, for a sixty (60)-day period following the effective date of this Ordinance, to execute the Agreement with CSC. A

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10/13/05  
Item #14

copy of the Agreement, previously executed by CSC, is attached to this Ordinance as Exhibit A.

**SECTION 3.** Funds for this expenditure are available in the Fiscal Year 2005-2006 budget in Fund 29016000, HOT/Alamodome, General Ledger 5202010, Temporary Services. \$53,691.00 is budgeted in Cost Center 4502010001, Event Management and \$13,309.00 is budgeted in Cost Center 4504040001, Security.

**SECTION 4.** Payment to CSC in the amount of \$18,205.16 is authorized in Fund 29016000, General Ledger 5202010 Cost Center 4502010001, and shall be encumbered upon issuance of a purchase order. Payment for additional services, in an amount not to exceed \$48,794.84, is authorized to CSC and shall be encumbered upon issuance of a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance shall be effective immediately upon the passage of eight (8) affirmative votes. If it is not passed by (8) affirmative votes, this Ordinance shall be effective on and after the tenth day after passage.

**PASSED AND APPROVED** this 13<sup>th</sup> day of October, 2005.

  
M A Y O R

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for Acting City Attorney

# Agenda Voting Results

**Name:** 14.

**Date:** 10/13/05

**Time:** 11:37:44 AM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing the execution of an Agreement with Contemporary Services Corporation for Crowd Management Services at the Alamodome for NFL New Orleans Saints football games, in an amount not to exceed \$67,000.00, for the period October 1, 2005 through January 31, 2006; ratifying expenditures in the amount of \$18,205.16 for the game held October 2, 2005; and providing for payment. [Presented by Michael Abington, Director, Alamodome; Roland A. Lozano, Assistant to the City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		X		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9	Not present			
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR	Not present			

Exhibit  
A

## AGREEMENT FOR CROWD MANAGEMENT SERVICES FOR THE ALAMODOME

This Agreement is made and entered into by and between THE CITY OF SAN ANTONIO ("MANAGER"), and CONTEMPORARY SERVICES CORPORATION, ("CONTRACTOR").

MANAGER has determined that it is reasonably necessary and appropriate to engage the services of a firm to provide certain crowd management services ("Services") required at football games and various other sports and entertainment events ("Events") at the Alamodome in San Antonio, Texas ("Job Site"). In rendering these services, CONTRACTOR shall exercise the ordinary standard of care expected in the crowd management services industry.

NOW, THEREFORE, MANAGER and CONTRACTOR mutually agree as follows:

### 1. CONTRACTOR'S SERVICES

CONTRACTOR shall provide the crowd management services, as determined necessary by MANAGER, for Events at the Job Site and such other locations as may from time to time be designated in writing.

### 2. STAFF LEVELS

A. At least one (1) week prior to the first day of an Event for which Services will be necessary, MANAGER shall provide to CONTRACTOR a written job order that includes the number and classifications of personnel requested and the time periods for which they will be needed. If MANAGER does not provide such timely notice, CONTRACTOR shall make best efforts to provide the requested personnel for the Event; however, CONTRACTOR's inability to do so shall not be a breach of this Agreement. In order to provide the staffing level required by MANAGER, it may be necessary to schedule additional numbers of employees to insure complete coverage at the Event. MANAGER agrees to absorb the costs for up to ten percent (10%) of any overstaffing for events. However, should the overstaffing be in excess of ten percent (10%), CONTRACTOR must obtain written approval from MANAGER's onsite event manager. If such written approval is not obtained, MANAGER shall not be required to compensate CONTRACTOR for overstaffing in excess of 10%.

B. Staffing levels and specific posts will be determined by MANAGER following consultation with CONTRACTOR. MANAGER shall have the final decision as to the number of CONTRACTOR's personnel to be used and the deployment (i.e., placement at the Job Site). MANAGER agrees that for all requests for CONTRACTOR 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 ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered; and, (iii) for every ten (10) CONTRACTOR 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 position order.

### 3. SUPERVISION AND AUTHORITY

A. In order for CONTRACTOR to be effective in the delivery of Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees. MANAGER shall make all requests regarding deployment, positioning, post assignments and conduct through CONTRACTOR's Event Coordinator. The Event Coordinator will be accountable for the satisfaction of such requests to the extent that such requests are consistent with Job Site policies, this Agreement and local, state and federal laws.

B. If at any time MANAGER feels that any employee of CONTRACTOR is not satisfactory, MANAGER shall notify CONTRACTOR of the reasons for its dissatisfaction with such employee verbally and in writing. CONTRACTOR shall attempt to promptly correct the employee's conduct to the satisfaction of MANAGER. If the employee continues to be unsatisfactory to MANAGER, or if the initial conduct was so egregious as to warrant dismissal, MANAGER may demand that CONTRACTOR cease using said employee at the Job Site. CONTRACTOR shall promptly comply with such request. MANAGER agrees that any request pursuant to this paragraph shall not be based upon unlawful discrimination in regards to an employee's race, religion, national origin, age, gender, sexual orientation or disability.

### 4. EVENT STAFF RESPONSIBILITIES

CONTRACTOR's personnel shall be responsible for the carrying out of the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued by MANAGER to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other

revised 9/20/05

proceedings as becomes necessary. MANAGER shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of MANAGER or the proper local authorities, but only if such attendance is required in connection with an Event at the Job Site and if such proceeding does not involve CONTRACTOR liability.

**5. EVENT REPORTING TIMES**

CONTRACTOR requires time prior to an Event for the briefing and distribution of employees at the Job Site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

**6. PAYMENTS AND TERMS**

A. Payment for any Services rendered by CONTRACTOR to MANAGER under this Agreement shall be due and payable no later than thirty (30) days from the date that such Services are provided at any given Event covered under this Agreement. An invoice shall be mailed to MANAGER within seven (7) working days after the Services were provided at an Event covered hereunder. In no event shall the failure of CONTRACTOR to present a written invoice within seven (7) days of any given Event negate the responsibility of MANAGER to make payment for the Services within the thirty (30) day period, provided, however, that in the event a written invoice is not presented to MANAGER within thirty (30) days of any given Event, then the payment for such Services shall be extended to thirty (30) days from the presentation of the written invoice.

B. If payment is not timely made as provided for above, MANAGER shall pay all collection expenses, including reasonable costs and attorney's fees, regardless of whether or not suit is filed. If payment is not received within thirty (30) days of the Services being provided at a given Event, or, in the case where a written invoice was not provided within thirty (30) days of the provision of such Services at the given Event, within thirty (30) days of the presentation of such a written invoice, MANAGER shall pay one and one-half percent (1½%) per month interest as a finance charge on any and all late payments, with such finance charges being added to each monthly statement.

C. If Services or personnel requested of CONTRACTOR by MANAGER are cancelled, any and all payments to be made to CONTRACTOR pursuant to Paragraph 7 (G) of this Agreement shall be made pursuant to the above Paragraphs 6 (A) and (B) as if such personnel worked on the date of such Event. If the Event was cancelled, such Services as are provided prior to the cancellation of the event shall remain subject to payment by MANAGER as set forth in Paragraphs 6 (A) and (B) above.

**7. COMPENSATION**

A. MANAGER shall pay at the following rates, plus any applicable sales taxes on such services, per employee-hour, with a minimum of four (4) hours per employee (if an employee works in excess of four (4) hours, MANAGER shall pay in fifteen (15) minute increments):

Event Staff	\$14.60
Supervisors	\$17.85
Area Directors	\$19.47
Event Coordinator	\$22.17

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER.

B. If State, Federal, local city or county Minimum Wage Standards or applicable Living Wages or the like are increased during this Agreement, the rates shall be adjusted by any increase times 1.4 to reflect the increase in minimum wages.

C. If MANAGER requests a specific CONTRACTOR employee or specifies certain acceptable employees who may work an Event or position, MANAGER shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

D. MANAGER 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 Eve	Labor Day
New Year's Day (January 1)	Thanksgiving Day
Martin Luther King's Birthday	
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	Easter Sunday

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

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

G. If MANAGER cancels any or all of its personnel requests less than twenty four (24) hours prior to Event reporting time, MANAGER shall pay, in addition to sums due for services actually provided, at the regular rate for each canceled employee as if such employee had worked four (4) hours. CONTRACTOR will attempt to cancel all personnel upon notice of a cancellation of services by MANAGER. However, MANAGER shall pay a minimum of four (4) hours for all personnel whom CONTRACTOR cannot reach for cancellation and who in fact report to work for the cancelled event

### 8. UNIFORMS AND EQUIPMENT

A. CONTRACTOR'S normal uniform for personnel shall be dark blue slacks and a yellow windbreaker, nylon jacket or golf shirt with the words "Event Staff" printed on the back and the CONTRACTOR's logo and an identifying number on the front. Supervisors' normal attire shall be a shirt or jacket of a different color than other personnel and shall have the word "Supervisor" on the front.

B. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER 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. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge per device per Event day. Any other equipment or supplies MANAGER desires shall be provided by MANAGER or may be purchased or rented by CONTRACTOR with MANAGER providing reimbursement for the cost of the supplies and any related labor cost.

C. MANAGER shall supply CONTRACTOR with a suitable check-in area for employee roll call, office space, and locked storage area for the exclusive use of CONTRACTOR and its employees.

D. CONTRACTOR'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 CONTRACTOR or its personnel.

E. MANAGER shall be invoiced for travel related charges related to bringing in event staff to the first Event to be held on October 2, 2005 as set forth on Attachment A. These charges shall be invoiced to MANAGER as set forth above.

**9. EMPLOYMENT OFFERINGS**

MANAGER understands the time and expense CONTRACTOR incurs to recruit and train employees and MANAGER, therefore, agrees not to solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CONTRACTOR.

**10. BUSINESS OFFERINGS**

MANAGER fully understands the time and expense CONTRACTOR incurs to recruit and train personnel and MANAGER, therefore, agrees not to assist or encourage any of CONTRACTOR's employees (as defined in section 9 above) to start up a business which would provide similar services to MANAGER or to retain or hire any such businesses during the term of this Agreement or for a period of one (1) year thereafter.

**11. PERMITS**

CONTRACTOR and its officers, agents and employers shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance hereunder at CONTRACTOR's cost.

**12. INSURANCE****A. General Conditions**

During this Agreement, without limiting or broadening CONTRACTOR's indemnification obligations, CONTRACTOR shall provide and maintain, at its expense, insurance coverage as follows:

i. Worker's Compensation Insurance as required by applicable federal and state law, including Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000.00).

ii. Comprehensive General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall include coverage of bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), and blanket contractual and products coverage. Said policy shall contain a severability of interests' provision.

iii. Comprehensive Automobile Liability insurance with a limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to CONTRACTOR's owned, hired or non-owned vehicles.

**B. Additional CONTRACTOR Conditions**

i. CONTRACTOR shall utilize forms and insurers reasonably acceptable to MANAGER, which approval shall not be unreasonably withheld.

**ii. Authorized Brokers and Carriers**

All required policies of insurance shall be written with carriers authorized to conduct business in the state where services are performed.

**iii. Evidence of Insurance**

CONTRACTOR shall submit to MANAGER a certificate of insurance upon execution of this Agreement by both parties hereto as evidence that all required insurance policies, conditions and limits are in full force and effect and that MANAGER shall be notified if any changes of consequence to the required coverage occur.

**iv. Aggregate Limits/Blanket Coverage**

If any of the required insurance coverage contains aggregate limits that apply to other operations of CONTRACTOR not related to this Agreement, CONTRACTOR shall take steps to notify MANAGER of the exhaustion of such aggregate limits.

**v. Additional Insured. CONTRACTOR shall name MANAGER and its officers, employees, and elected representatives as additional insureds with respect to operations and activities**

of, or on behalf of, CONTRACTOR performed under contract with the City, with the exception of the workers' compensation policy. CONTRACTOR shall provide for an endorsement that the "other insurance" clause shall not apply to MANAGER where MANAGER is an additional insured shown on the policy. The general liability policy will provide a waiver of subrogation in favor of MANAGER.

### C. Indemnification

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, MANAGER and the elected officials, employees, officers, directors, and representatives of MANAGER, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon MANAGER directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of MANAGER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND MANAGER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO MANAGER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise MANAGER in writing within a reasonable time of any claim or demand against MANAGER or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement.

### 13. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any of MANAGER'S property and against CONTRACTOR'S rights to payments hereunder. CONTRACTOR shall pay all amounts due under the Unemployment Insurance Act with respect to such labor. CONTRACTOR shall immediately perform all necessary steps to pay and discharge any lien against any of the aforementioned property.

### 14. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR. All CONTRACTOR personnel furnishing services pursuant to this Agreement are for all purposes, including Worker's Compensation liability, employees solely of CONTRACTOR and not of MANAGER.

### 15. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by either party hereunder without the prior written consent of the other party, whose consent may not be unreasonably withheld.

### 16. NOTICES

Any notice given pursuant to this Agreement shall be given in writing and addressed as follows:

**MANAGER:** The City of San Antonio  
100 Moriana Street  
San Antonio, TX 78203  
Attn: Mike Abington, Director of the Alamodome

**CONTRACTOR:** Contemporary Services Corporation  
17101 Superior Street  
Northridge, California 91325  
Attn: Legal Department

**17. TERM AND TERMINATION**

A. The term of this Agreement shall commence October 1, 2005 and terminate at the end of January 31, 2006.

B. Should either party be in material default under the terms of this Agreement, the non-defaulting party shall provide written notice of the default except in the case of default by the MANAGER resulting from a failure to make payment to the CONTRACTOR for Services pursuant to Paragraph 6 above. The defaulting party shall have thirty (30) days to cure or take reasonable steps to begin to cure, depending on the circumstances, the default. However, where such default is a result of a failure of the MANAGER to remit payment for Services under Paragraph 6 herein, no cure period shall be granted, the MANAGER shall be considered in default under this Agreement, and payment for such Service shall remain due and immediately payable. Should the defaulting party fail to meet the foregoing requirements, the non-defaulting party may terminate this Agreement upon delivery of written notice of termination to the other party.

**18. INTEGRATED AGREEMENT**

A. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.

B. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

**19. BREACH**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**20. APPLICABLE LAW, INTERPRETATION AND SEVERABILITY**

A. Each party's performance hereunder shall comply with all applicable federal, state and local laws. This Agreement shall be enforced and interpreted under the laws of the state in which the services are performed. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.

B. Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

**21. ATTORNEY'S FEES**

Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representative.

**MANAGER: THE CITY OF SAN ANTONIO**

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

Print Name and Title: \_\_\_\_\_

**CONTRACTOR: CONTEMPORARY SERVICES CORPORATION**

By: 

Print Name and Title: Vice President & General Counsel

**ATTACHMENT A**

**TRAVEL RELATED CHARGES FOR OCTOBER 2, 2005**

None.

CITY OF SAN ANTONIO  
ALAMODOME DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM

14

**TO:** Mayor and City Council

**FROM:** Michael Abington, Alamodome Director

**SUBJECT:** Agreement with Contemporary Services Corporation (CSC) for Crowd Management Services at the Alamodome for New Orleans Saints Football Games

**DATE:** October 13, 2005

**SUMMARY AND RECOMMENDATIONS**

An Ordinance authorizing the execution of an Agreement with Contemporary Services Corporation for Crowd Management Services at the Alamodome for NFL New Orleans Saints football games, in an amount not to exceed \$67,000.00, for the period October 1, 2005 through January 31, 2006; ratifying expenditures in the amount of \$18,205.16 for the game held October 2, 2005; and providing for payment.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

With the City's recent agreement to host three NFL New Orleans Saints professional football team regular season games in the Alamodome on October 2, October 16 and December 24, it is necessary to utilize contract crowd management services to adequately secure the facility, patrons and players and to ensure the application of National Football League (NFL) security standards.

The Alamodome utilizes temporary employees for ushering, ticket taking and parking operations and has a minimal number of full-time security staff for non-event facility security; therefore it is incumbent to utilize outside contract security for certain high-profile events which also have stringent security guidelines and/or high anticipated attendance.

CSC has been in existence for 38 years and is an industry leader in crowd management and guest services, specializing in events and entertainment services. CSC is the only company with a local presence which has the capacity in terms of number of personnel, and the knowledge, history and experience in working with NFL security practices in other venues. In their trademark yellow jackets CSC prides themselves on professional, reliable and unobtrusive services. In addition to crowd management CSC provides, security services, guest services, ushering, ticket taking, and parking.

**POLICY ANALYSIS**

Due to the recent agreement between the City and the New Orleans Saints and the short timeframe of their first football game in the Alamodome held on October 2, it was necessary to execute an agreement with CSC prior to City Council consideration. Therefore, this action also requests the ratification of expenditures with CSC for the October 2 game and requests the effective date of this ordinance be accelerated from the normal ten (10) days to today's date in order for the agreement to be executed prior to the October 16 game.

The January 31, 2006 expiration of this agreement contemplates additional New Orleans Saints playoff games that may be scheduled for the Alamodome. In the event of additional games staff will request City Council consideration of additional expenditures at a later date.

**FISCAL IMPACT**

The total cost of this agreement for the three games will not exceed \$67,000.00, including expenditures to-date for the October 2 game of \$18,205.16.

Funds in the amount of \$67,000.00 are available in the FY 2005-2006 Community & Visitor Facilities Fund.

There is no General Fund impact.

**COORDINATION**

This item has been coordinated with the City Attorney's Office and the Office of Management and Budget.

**SUPPLEMENTARY COMMENTS**

A completed Discretionary Contracts Disclosure form is attached.



Michael Abington  
Alamodome Director



Roland A. Lozano  
Assistant to the City Manager



J. Rolando Bono  
City Manager

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

<b>(1) Identify any individual or business entity<sup>1</sup> that is a party to the discretionary contract:</b>
1. Contemporary Services Corporation 2. The City of San Antonio
<b>(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):</b>
<input type="checkbox"/> No partner, parent or subsidiary; or  <b>List partner, parent or subsidiary of each party to the contract and identify the corresponding party:</b> 1. Damon Zumwalt, owner 2. Peter Kransel, owner 3. The Contemporary Group LLC (subsidiary) 4. Contemporary Services Company - International, LLC (subsidiary) 5. Concert Services Inc. (subsidiary) 6. Event Specialists, Inc. (subsidiary)
<b>(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.</b>
<input checked="" type="checkbox"/> No subcontractor(s); or  <b>List subcontractors:</b>
<b>(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.</b>
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or  <b>List lobbyists or public relations firms:</b>

<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

**(5) Political Contributions**

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

**No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

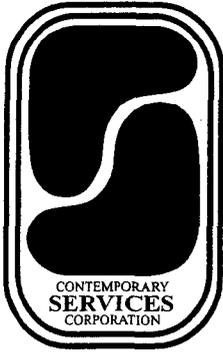
**Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

**Party aware of the following facts:**

*This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.*

<b>Signature:</b>  James H. Service	<b>Title:</b> Secretary, Vice President & General Counsel <b>Company or D/B/A:</b> Contemporary Services Corporation	<b>Date:</b> 10.07.05
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<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.



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# CONTEMPORARY SERVICES CORPORATION

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September 29, 2005

Mike Abington, Director  
The Alamodome  
100 Montana Street  
San Antonio, TX 78203

RE: AGREEMENT FOR CROWD MANAGEMENT SERVICES

Dear Mike:

Pursuant to the agreement reached between myself and Lisa Biediger, Esq., of the San Antonio City Attorney's Office, please find three originally signed and initialed copies of the Agreement for Crowd Management Services for Contemporary Services Corporation to work at the Alamodome from October 1, 2005 through January 31, 2006. Please also find CSC's proof of insurance.

Please have the Agreements executed by the City and return one signed original to my attention. I will then have the insurance certificate reissued with the additional insured endorsement added per my agreement with Lisa. I understand that returning a signed copy may take some time as the matter must be calendared with the City Council for approval, but please return a signed copy at your earliest convenience.

Your anticipated courtesy and cooperation are greatly appreciated. If you have any questions, please do not hesitate to contact me at (818) 885-5150 ext. 130, or at [csclajser@earthlink.net](mailto:csclajser@earthlink.net).

Sincerely,

James H. Service  
Vice President and General Counsel

Cc: Lisa Biediger, Esq.  
Brian Gensheimer, CSC San Antonio

Encl.

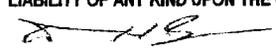
<b>PRODUCER</b> Aon Risk Services of Southern CA 707 Wilshire Blvd., Suite 6000 Los Angeles, CA 90017  Attn: Phone 213-630-3200 Fax 877-528-1656	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	<b>INSURED</b> Contemporary Services Corporation 17101 Superior Street Northridge, CA 91325	<b>Insurers Affording Coverage</b> Insurer A: Insurer B: Illinois Union Insurance Co. Insurer D: Zurich American Insurance Co. Insurer E:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		<b>GENERAL LIABILITY</b> X COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR X Per Event X Limits excess of SIR Gen'l Aggregate Limit Applies Per: Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc	B: XSLG22079219 All other states XSLG2 2079220 WI Only	03/18/2005	03/18/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
D		<b>AUTOMOBILE LIABILITY</b> X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP9376668-01 All other states  TAP9376671-01 TX Auto Only	03/18/2005	03/18/2006	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
		<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EACH ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGGREGATE \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ Products / Completed Ops Agg \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC9307787-02 All States WC9307830-02 (MA, WI Stop Gap)	03/18/2005	03/18/2006	X STAT LIMITS OTHER EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

<b>CERTIFICATE HOLDER</b> CSC Sample Certificate GL, AL, WC (2005-2006)	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.   AUTHORIZED REPRESENTATIVE
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## AGREEMENT FOR CROWD MANAGEMENT SERVICES FOR THE ALAMODOME

This Agreement is made and entered into by and between The Alamodome ("MANAGER"), and CONTEMPORARY SERVICES CORPORATION, ("CONTRACTOR").

MANAGER has determined that it is reasonably necessary and appropriate to engage the services of a firm to provide certain crowd management services ("Services") required at football games and various other sports and entertainment events ("Events") at the Alamodome in San Antonio, Texas ("Job Site"). In rendering these services, CONTRACTOR shall exercise the ordinary standard of care expected in the crowd management services industry.

NOW, THEREFORE, MANAGER and CONTRACTOR mutually agree as follows:

### 1. CONTRACTOR'S SERVICES

CONTRACTOR shall provide the crowd management services, as determined necessary by MANAGER, for Events at the Job Site and such other locations as may from time to time be designated in writing.

### 2. STAFF LEVELS

A. At least one (1) week prior to the first day of an Event for which Services will be necessary, MANAGER shall provide to CONTRACTOR a written job order that includes the number and classifications of personnel requested and the time periods for which they will be needed. If MANAGER does not provide such timely notice, CONTRACTOR shall make best efforts to provide the requested personnel for the Event; however, CONTRACTOR's inability to do so shall not be a breach of this Agreement. In order to provide the staffing level required by MANAGER, it may be necessary to schedule additional numbers of employees to insure complete coverage at the Event. MANAGER agrees to absorb the costs for up to ten percent (10%) of any overstaffing for events. However, should the overstaffing be in excess of ten percent (10%), CONTRACTOR must obtain written approval from MANAGER's onsite event manager. If such written approval is not obtained, MANAGER shall not be required to compensate CONTRACTOR for overstaffing in excess of 10%.

B. Staffing levels and specific posts will be determined by MANAGER following consultation with CONTRACTOR. MANAGER shall have the final decision as to the number of CONTRACTOR's personnel to be used and the deployment (i.e., placement at the Job Site). MANAGER agrees that for all requests for CONTRACTOR 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 ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered; and, (iii) for every ten (10) CONTRACTOR 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.

### 3. SUPERVISION AND AUTHORITY

A. In order for CONTRACTOR to be effective in the delivery of Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees. MANAGER shall make all requests regarding deployment, positioning, post assignments and conduct through CONTRACTOR's Event Coordinator. The Event Coordinator will be accountable for the satisfaction of such requests to the extent that such requests are consistent with Job Site policies, this Agreement and local, state and federal laws.

B. If at any time MANAGER feels that any employee of CONTRACTOR is not satisfactory, MANAGER shall notify CONTRACTOR of the reasons for its dissatisfaction with such employee verbally and in writing. CONTRACTOR shall attempt to promptly correct the employee's conduct to the satisfaction of MANAGER. If the employee continues to be unsatisfactory to MANAGER, or if the initial conduct was so egregious as to warrant dismissal, MANAGER may demand that CONTRACTOR cease using said employee at the Job Site. CONTRACTOR shall promptly comply with such request. MANAGER agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regards to an employee's race, religion, national origin, age, gender, sexual orientation or disability.

### 4. EVENT STAFF RESPONSIBILITIES

CONTRACTOR's personnel shall be responsible for the carrying out of the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued by MANAGER to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other

proceedings as becomes necessary. MANAGER shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of MANAGER or the proper local authorities, but only if such attendance is required in connection with an Event at the Job Site and if such proceeding does not involve CONTRACTOR liability.

#### 5. EVENT REPORTING TIMES

CONTRACTOR requires time prior to an Event for the briefing and distribution of employees at the Job Site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

#### 6. PAYMENTS AND TERMS

A. Payment for any Services rendered by CONTRACTOR to MANAGER under this Agreement shall be due and payable no later than thirty (30) days from the date that such Services are provided at any given Event covered under this Agreement. An invoice shall be mailed to MANAGER within seven (7) working days after the Services were provided at an Event covered hereunder. In no event shall the failure of CONTRACTOR to present a written invoice within seven (7) days of any given Event negate the responsibility of MANAGER to make payment for the Services within the thirty (30) day period, provided, however, that in the event a written invoice is not presented to MANAGER within thirty (30) days of any given Event, then the payment for such Services shall be extended to thirty (30) days from the presentation of the written invoice.

B. If payment is not timely made as provided for above, MANAGER shall pay all collection expenses, including reasonable costs and attorney's fees, regardless of whether or not suit is filed. If payment is not received within thirty (30) days of the Services being provided at a given Event, or, in the case where a written invoice was not provided within thirty (30) days of the provision of such Services at the given Event, within thirty (30) days of the presentation of such a written invoice, MANAGER shall pay one and one-half percent (1½%) per month interest as a finance charge on any and all late payments, with such finance charges being added to each monthly statement.

C. If Services or personnel requested of CONTRACTOR by MANAGER are cancelled, any and all payments to be made to CONTRACTOR pursuant to Paragraph 7 (G) of this Agreement shall be made pursuant to the above Paragraphs 6 (A) and (B) as if such personnel worked on the date of such Event. If the Event was cancelled, such Services as are provided prior to the cancellation of the event shall remain subject to payment by MANAGER as set forth in Paragraphs 6 (A) and (B) above.

#### 7. COMPENSATION

A. MANAGER shall pay at the following rates, plus any applicable sales taxes on such services, per employee-hour, with a minimum of four (4) hours per employee (if an employee works in excess of four (4) hours, MANAGER shall pay in fifteen (15) minute increments):

Event Staff	\$14.60
Supervisors	\$17.85
Area Directors	\$19.47
Event Coordinator	\$22.17

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER.

B. If State, Federal, local city or county Minimum Wage Standards or applicable Living Wages or the like are increased during this Agreement, the rates shall be adjusted by any increase times 1.4 to reflect the increase in minimum wages.

C. If MANAGER requests a specific CONTRACTOR employee or specifies certain acceptable employees who may work an Event or position, MANAGER shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

D. MANAGER 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 Eve	Labor Day
New Year's Day (January 1)	Thanksgiving Day
Martin Luther King's Birthday	
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	Easter Sunday

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

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

G. If MANAGER cancels any or all of its personnel requests less than twenty four (24) hours prior to Event reporting time, MANAGER shall pay, in addition to sums due for services actually provided, at the regular rate for each canceled employee as if such employee had worked four (4) hours. CONTRACTOR will attempt to cancel all personnel upon notice of a cancellation of services by MANAGER. However, MANAGER shall pay a minimum of four (4) hours for all personnel whom CONTRACTOR cannot reach for cancellation and who in fact report to work for the cancelled event

#### 8. UNIFORMS AND EQUIPMENT

A. CONTRACTOR'S normal uniform for personnel shall be dark blue slacks and a yellow windbreaker, nylon jacket or golf shirt with the words "Event Staff" printed on the back and the CONTRACTOR's logo and an identifying number on the front. Supervisors' normal attire shall be a shirt or jacket of a different color than other personnel and shall have the word "Supervisor" on the front.

B. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER 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. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge per device per Event day. Any other equipment or supplies MANAGER desires shall be provided by MANAGER or may be purchased or rented by CONTRACTOR with MANAGER providing reimbursement for the cost of the supplies and any related labor cost.

C. MANAGER shall supply CONTRACTOR with a suitable check-in area for employee roll call, office space, and locked storage area for the exclusive use of CONTRACTOR and its employees.

D. CONTRACTOR'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 CONTRACTOR or its personnel.

E. MANAGER shall be invoiced for travel related charges related to bringing in event staff to the first Event to be held on October 2, 2005 as set forth on Attachment A. These charges shall be invoiced to MANAGER as set forth above.

9. EMPLOYMENT OFFERINGS

MANAGER understands the time and expense CONTRACTOR incurs to recruit and train employees and MANAGER, therefore, agrees not to solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CONTRACTOR.

10. BUSINESS OFFERINGS

MANAGER fully understands the time and expense CONTRACTOR incurs to recruit and train personnel and MANAGER, therefore, agrees not to assist or encourage any of CONTRACTOR's employees (as defined in section 9 above) to start up a business which would provide similar services to MANAGER or to retain or hire any such businesses during the term of this Agreement or for a period of one (1) year thereafter.

11. PERMITS

CONTRACTOR and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance hereunder at CONTRACTOR's cost.

12. INSURANCE

A. General Conditions

During this Agreement, without limiting or broadening CONTRACTOR's indemnification obligations, CONTRACTOR shall provide and maintain, at its expense, insurance coverage as follows:

i. Worker's Compensation Insurance as required by applicable federal and state law, including Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000.00).

ii. Comprehensive General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall include coverage of bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), and blanket contractual and products coverage. Said policy shall contain a severability of interests' provision.

iii. Comprehensive Automobile Liability insurance with a limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to CONTRACTOR's owned, hired or non-owned vehicles.

B. Additional CONTRACTOR Conditions

i. CONTRACTOR shall utilize forms and insurers reasonably acceptable to MANAGER, which approval shall not be unreasonably withheld.

ii. Authorized Brokers and Carriers

All required policies of insurance shall be written with carriers authorized to conduct business in the state where services are performed.

iii. Evidence of Insurance

CONTRACTOR shall submit to MANAGER a certificate of insurance upon execution of this Agreement by both parties hereto as evidence that all required insurance policies, conditions and limits are in full force and effect and that MANAGER shall be notified if any changes of consequence to the required coverage occur.

iv. Aggregate Limits/Blanket Coverage

If any of the required insurance coverage contains aggregate limits that apply to other operations of CONTRACTOR not related to this Agreement, CONTRACTOR shall take steps to notify MANAGER of the exhaustion of such aggregate limits.

v. Additional Insured. CONTRACTOR shall name MANAGER and its officers, employees, and elected representatives as additional insureds with respect to operations and activities

of, or on behalf of, CONTRACTOR performed under contract with the City, with the exception of the workers' compensation policy. CONTRACTOR shall provide for an endorsement that the "other insurance" clause shall not apply to MANAGER where MANAGER is an additional insured shown on the policy. The general liability policy will provide a waiver of subrogation in favor of MANAGER.

### C. Indemnification

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, MANAGER and the elected officials, employees, officers, directors, and representatives of MANAGER, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon MANAGER directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of MANAGER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND MANAGER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO MANAGER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise MANAGER in writing within a reasonable time of any claim or demand against MANAGER or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement.

### 13. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any of MANAGER's property and against CONTRACTOR's rights to payments hereunder. CONTRACTOR shall pay all amounts due under the Unemployment Insurance Act with respect to such labor. CONTRACTOR shall immediately perform all necessary steps to pay and discharge any lien against any of the aforementioned property.

### 14. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR. All CONTRACTOR personnel furnishing services pursuant to this Agreement are for all purposes, including Worker's Compensation liability, employees solely of CONTRACTOR and not of MANAGER.

### 15. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by either party hereunder without the prior written consent of the other party, whose consent may not be unreasonably withheld.

### 16. NOTICES

Any notice given pursuant to this Agreement shall be given in writing and addressed as follows:

MANAGER: The Alamodome  
100 Montana Street  
San Antonio, TX 78203  
Attn: Mike Abington, Director

CONTRACTOR: Contemporary Services Corporation  
17101 Superior Street  
Northridge, California 91325  
Attn: Legal Department

17. TERM AND TERMINATION

A. The term of this Agreement shall commence October 1, 2005 and terminate at the end of January 31, 2006.

B. Should either party be in material default under the terms of this Agreement, the non-defaulting party shall provide written notice of the default except in the case of default by the MANAGER resulting from a failure to make payment to the CONTRACTOR for Services pursuant to Paragraph 6 above. The defaulting party shall have thirty (30) days to cure or take reasonable steps to begin to cure, depending on the circumstances, the default. However, where such default is a result of a failure of the MANAGER to remit payment for Services under Paragraph 6 herein, no cure period shall be granted, the MANAGER shall be considered in default under this Agreement, and payment for such Service shall remain due and immediately payable. Should the defaulting party fail to meet the foregoing requirements, the non-defaulting party may terminate this Agreement upon delivery of written notice of termination to the other party.

18. INTEGRATED AGREEMENT

A. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.

B. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

19. BREACH

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

20. APPLICABLE LAW, INTERPRETATION AND SEVERABILITY

A. Each party's performance hereunder shall comply with all applicable federal, state and local laws. This Agreement shall be enforced and interpreted under the laws of the state in which the services are performed. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.

B. Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

21. ATTORNEY'S FEES

Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

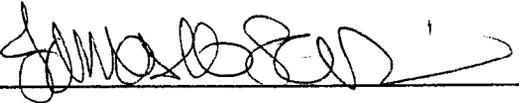
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representative.

**MANAGER: THE ALAMODOME**

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

Print Name and Title: \_\_\_\_\_

**CONTRACTOR: CONTEMPORARY SERVICES CORPORATION**

By: 

Print Name and Title: James H. Service, Vice President & General Counsel

ATTACHMENT A

TRAVEL RELATED CHARGES FOR OCTOBER 2, 2005

None.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

DO NOT TYPE IN THIS SPACE	<b>CITY OF SAN ANTONIO</b>
<b>Request For Ordinance/Resolution</b>	

Date: October 6, 2005	Department: Alamodome	Contact Person/Phone #: Michael Abington 207-3784
Date Council Consideration Requested: October 13, 2005	Deadline for Action: October 13, 2005	Dept. Head Signature 

**SUMMARY OF ORDINANCE**

An Ordinance authorizing the execution of an Agreement with Contemporary Services Corporation for Crowd Management Services at the Alamodome for NFL New Orleans Saints football games, in an amount not to exceed \$67,000.00, for the period October 1, 2005 through January 31, 2006; ratifying expenditures in the amount of \$18,205.16 for the game held October 2, 2005; and providing for payment.

Council Memorandum Must be Attached To Original

Other Depts., Boards, Committees Involved (please specify):  
City Attorney's Office, Office of Management & Budget

Contract signed by other party  
Yes  No

**FISCAL DATA (If Applicable)**

<b>Amount Expended</b>				Funds/Staffing Budgeted		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Fund	29016000	SAP GL Account	5202010 \$53,691	Positions Currently Authorized		Yes <input type="checkbox"/>	No <input type="checkbox"/>
			5202010 \$13,309	Impact on future O & M			
*Cost Center	4502010001 4504040001	*WBS (Capital Proj.)	If positions added, specify Class and Job No.				
*Internal Order No.							
*(Fill out only the field that is appropriate to your council action.)							

**Comments:**  
Funding from:

Please submit 3 copies with your original

**CITY OF SAN ANTONIO**  
**Fiscal Impact Attachment for Request For Ordinance/Resolution**

**Project Name:** Agreement with Contemporary Services Corporation (CSC) for Crowd Management Services at the Alamodome for New Orleans Saints Football Games

**Fund No.:** 29016000 (Community & Visitor Facilities Fund – Alamodome)

<b>Cost Center:</b>	4502010001 (Event Management)	\$53,691.00	(G/L 5202010)
	4504040001 (Security)	<u>\$13,309.00</u>	(G/L 5202010)
		<b>\$67,000.00</b>	

**GL No.:** 5202010 (Temporary Services)  
5202010 (Temporary Services)

**Budget Information:**

Funding for this action in the amount of \$67,000.00 is available in the Community & Visitor Facilities Fund (Alamodome), Fund 29016000, in cost centers 4502010001 and 4504010001 in the general ledger numbers and amounts indicated above.

This action has no General Fund Impact.