



9

September 2, 1980

COMMUNITY/CONVENTION CENTER
CITY OF SACRAMENTO
SAM J. BURNS, GENERAL MANAGER

City Council
Sacramento, California

Honorable Members in Session

Subject: Event Security Contract (Event Security)

SUMMARY

It was on the advice of the Sacramento Police Department, and with the concurrence of the management of the Sacramento Community Center, that in 1977 the Community Center initiated the utilization of Event Security personnel. We started a total phase-out of the use of off-duty police officers on the advice of the City Attorneys for rock shows.

At this time, the Community Center uses no off-duty police officers, but only uses Event Security personnel in the Community Center Complex. We do, however, use a liaison officer, who is an officer in the Sacramento Police Department, for certain types of shows.

It is our recommendation that we extend the contract that we have had the last three years with Event Security to provide the Community Center with security.

BACKGROUND INFORMATION

For many years the Memorial Auditorium, and later the Sacramento Community Center, had always relied on the Sacramento Police Department's off-duty police officers to provide security for events held here while at the same time relied upon private security services during exhibit type shows. These two security services had never been scheduled to work in the facility at the same time.

From 1973 to 1977 the number of off-duty police officers wanting to work had diminished to the point where we had difficulty finding enough officers to work events. At that point, we requested of Mayor and Council and with their approval called for bids from agencies which could provide sound event security.

-more-

APPROVED BY THE CITY COUNCIL A-80092

SACRAMENTO, CALIFORNIA 95814 • (916) 449-5291

SEP 10 1980



OFFICE OF THE CITY CLERK

Following numerous meetings with both the Sacramento Police Department and security agencies, a decision was reached with reference to the agency which could best provide this service for the complex. A specialized service of event security was needed. At that time it was put out to bid.

After receiving only one bid, it was determined that only Event Security could fulfill the needs of the complex. For the past three years, the Sacramento Community Center has used Event Security for its security needs.


FINANCIAL DATA

Security for events is a charge that is borne exclusively by the agency promoting within the Community Center or Memorial Auditorium. There is no cost whatsoever to the City of Sacramento for security services. We do, however, keep a close scrutiny on this situation to assure that these circumstances do not become prohibitive for promoters in promotion of events in the Sacramento Community Center.

RECOMMENDATION


It is recommended that the City Council approve and direct the City Manager to enter into a contract with Event Security to provide security services for the Sacramento Community Center and the Memorial Auditorium as referred to in the attached agreement.

Respectfully submitted,



Sam J. Burns
General Manager

Recommendation Approved:



Walter J. Slipe
City Manager

September 10, 1980

SJB/cat
Attachment

RESOLUTION NO. 80-586

Adopted by The Sacramento City Council on date of

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EVENT SECURITY FOR SECURITY SERVICES AT THE SACRAMENTO COMMUNITY CENTER AND MEMORIAL AUDITORIUM

WHEREAS, the security services to be rendered pursuant to the subject agreement are compensated by revenues derived from the promotion of events at the Sacramento Community Center and Memorial Auditorium and therefore involve no direct costs for the City; and,

WHEREAS, the provisions of this agreement will insure that sufficient and professional security services are available for events at the Sacramento Community Center and Memorial Auditorium;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO that:

The City Manager is hereby authorized to execute that certain agreement for security services for the Sacramento Community Center and Memorial Auditorium.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

SEP 10 1980

OFFICE OF THE
CITY CLERK

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of
September 11, 1980, by and between the CITY OF
SACRAMENTO, a municipal corporation (hereinafter "City"), and

EVENT SECURITY

2140 Taylor Street; Suite 906 - San Francisco, California 94133

a security service firm

(hereinafter "Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in "Exhibit A". Contractor shall provide said services at the time, place, and in the manner specified in "Exhibit A". The Contractor shall not receive extra compensation for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) Contractor notifies the City that such service is deemed an additional service and Contractor estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.

2. Payment. City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in "Exhibit B". The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement, unless the City approves additional compensation for additional services. Contractor shall submit all billings for services rendered pursuant to this Agreement to City in the manner specified in Exhibit B, or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

3. Facilities and Equipment. Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in "Exhibit C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the

other term or condition shall control insofar as it is inconsistent with the general provisions.

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

6. Length of Agreement; Renewal; Termination. Except as otherwise provided in "Exhibit C", the term of this Agreement shall be for a period of one year commencing on September 11, 1980, and terminating on September 10, 1981. The Agreement may be renewed on mutually agreed terms and conditions on a year to year basis after the initial term is completed. Renewal shall be effected by written agreement executed by the City and the Contractor not later than sixty (60) days prior to the expiration of the term of the Agreement, or any renewal thereof.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO, a
municipal corporation

By _____
City Manager

ATTEST:

City Clerk

CONTRACTOR

By _____

APPROVED AS TO FORM:

City Attorney

"EXHIBIT A"

SECURITY SERVICES

1. Contractor shall furnish uniformed guards to protect the property leased by the City located at 1100 14th Street and commonly referred to as the Sacramento Community Center, and the property leased by the City located at 1515 J Street and commonly referred to as the Memorial Auditorium. The aforementioned properties will hereinafter be collectively referred to as the "protected property".
2. The exact number, principal posts, and hours of duty of the security employees furnished by Contractor will be stipulated from time to time.
3. While in the course of performing security services on the protected property, Contractor's employees:
 - a. Shall be completely outfitted with a uniform; a badge bearing the title, logo, or other description of Contractor's security service, including employee number and/or name; and all necessary safety equipment.
 - b. Shall be currently licensed as a guard or patrol person with the State of California Bureau of Collection and Investigative Services, Department of Consumer Affairs.
 - c. Shall be certificated by the Bureau of Collection and Investigative Services, Department of Consumer Affairs, to carry and use a firearm and successfully complete the below described courses of study or a reasonable equivalent thereof:
 - (1) Law of Arrests, Search and Seizure, Arrest Methods (Section 832, Penal Code) sponsored by the State of California Commission on Peace Officer Standards and Training (hereinafter "P.O.S.T.").
 - (2) Firearms Training sponsored by P.O.S.T.
 - (3) Baton Training sponsored by P.O.S.T.
 - (4) Chemical Agent Training sponsored by P.O.S.T.; provided, however, that Chemical Agent Training and certification shall not be required of Contractor's employees should chemical mace or any other offensive or defensive chemical weapon not be issued to Contractor's employees for security services as required herein.
 - (5) Cardiopulmonary resuscitation training sponsored by the California State Department of Health.
 - (6) Crowd Control Training sponsored by the Sacramento Police Department.
 - d. Shall not have been convicted of a felony or misdemeanor involving moral turpitude.

Contractor shall make available to City for inspection all employee records relating to items b, c, d, of this paragraph for purposes of verification by City. Contractor shall not assign any employee to provide security services pursuant to this Agreement whose certificate and/or license with the Bureau of Collection and Investigative Services has been revoked, suspended, or conditioned, nor shall Contractor assign any employee for security services who is hereafter convicted of a misdemeanor involving moral turpitude or a felony.

4. Contractor's security employees will at all times be subject to the direct supervision and control of Contractor. Contractor will have the sole

- responsibility of paying the salaries, taxes (including but not limited to federal social security taxes, and federal and California unemployment taxes) and all other expenses relating to each such employee of Contractor.
5. Contractor shall be represented by a competent supervisor, who shall receive and obey all instructions or orders given under this Agreement and who shall have full authority to execute the same and who shall supply labor, equipment, and uniforms without delay and who shall be the legal representative and authorized agent of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representative.
 6. During the term of this Agreement, Contractor's available security work force shall be sufficient to provide up to twenty-five security employees capable of working six hours on any given day.
 7. Contractor's security employees shall comply with the following rules of conduct and dress. These rules may be amended, substituted, or deleted at the discretion of City. If for any reason City serves notice that any security employee of Contractor is not properly carrying out his duties or fails to otherwise comply with such standards of conduct and dress prescribed below or which may be later prescribed by City, Contractor shall immediately remove such employee from the performance of services to be provided under the terms of this Agreement and shall substitute another security employee. Contractor shall furnish to all security employees a copy of the following rules of conduct and dress.
 - a. Grooming. All security employees will be required to wear clean and pressed uniforms. All security employees must be well groomed, neat, and clean. Men will not wear their hair any longer than the bottom of their shirt collar or in any extreme style.
 - b. Health. Security employees must be in good physical health.
 - c. Line-Up Procedures. All scheduled security employees will report to work 15 minutes before the doors of the protected property open for purposes of scheduled events. All security employees will enter through the employees' entrance, check in and report to the line-up areas as designated. During line-up, instructions will be given regarding responsibilities for the event or performance. All instructions regarding any specific duties for the event, not previously mentioned, may be given at such time. After line-up, security employees will report directly to their assigned areas.
 - d. Breaks. No breaks will be taken during six-hour shift or less. All breaks are to be taken in the break room as designated. No breaks are to be taken by employees until told to do so by Contractor's supervisor. Breaks are to be no longer than ten minutes. All breaks will be completed five minutes before intermission or completion of the event or performance. Security employees will remain at work area until dismissed by supervisor.
 - e. Building Equipment/Locations. All security employees shall familiarize themselves with the locations of restrooms, first-aid rooms, offices, drinking fountains, concessions, check-rooms, public telephones, exits and fire equipment within the Sacramento Community Center Complex and Memorial Auditorium.
 - f. Entrance/Exits. Security employees shall familiarize themselves with the entrances and exits within the Sacramento Community Center Complex and Memorial Auditorium.
 - g. Eating, Drinking, Etc. All security employees are to refrain from smoking, drinking, eating, or chewing gum while on duty.
 - h. Illness/Injury. All security employees should be ready at all times to assist a guest in case of illness or injury. In case of minor illness or injury, the guest should be given any immediate help she/he requests, such as being escorted to the lobby or restroom. As soon as this is completed and the guest is comfortable, notify management immediately.

In case of serious illness or injury (and, as a general rule, unless the guest requests immediate help) security employees should explain that he/she is going for medical assistance and then notify management immediately and obtain all necessary information, if possible, to prepare an accident report. An accident report will be made on all illnesses or injuries regardless of the extent thereof.

- i. Panic. A panic situation is any in which evacuation of any part of the Sacramento Community Center Complex and Memorial Auditorium is necessary. This may be caused by fire, earthquake, etc. The security employees and crowd control staff are responsible for the rapid and safe evacuation of all guests. They should reassure the audience, by their actions, that the situation is under control. Running and pushing cannot be permitted. Unnecessary crowding around the exits must be stopped. If the lights quit during a performance, security employees will then see that all exits are open for the safe evacuation of guests.
- j. Lost and Found. All security employees should turn in any lost articles (as soon as they are found) along with a note stating location (row, section, seat, etc.) to aid in identification.

"EXHIBIT B"

COMPENSATION

City agrees to pay, and Contractor agrees to accept, in full payment for the work set forth in Exhibit A, the sum of \$ 7.00 per hour for security guard, and \$ 9.00 per hour for security guard supervisor, assigned in the manner set forth hereafter.

The Contractor shall present to the Box Office Supervisor or Event Supervisor or other person designated by the Community Center General Manager an itemized statement one hour before the conclusion of each event for which security services are rendered.

On the first day of each month, the Contractor shall present to City a statement itemizing all services rendered in the previous month with a total amount due. A warrant will be issued within ten days for such amounts.

"EXHIBIT C"

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, except as herein provided, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for services rendered hereunder. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to provide these services at the time the services are performed.
3. Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Insurance.
 - a. Comprehensive General Liability. The Contractor must provide broad coverage to include comprehensive general liability insurance, broad form property damage liability, contractual liability, and personal injury liability. The amount of the policy shall be no less than \$500,000 single limit per occurrence, issued by an admitted insurer as defined by California Insurance Code, providing that the City of Sacramento, County of Sacramento, Sacramento Community Center Authority, their officers, employees, and agents are to be named additional insureds under the policy, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.
 - b. Workers' Compensation. During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for Workers' Compensation. Limits of coverage shall be at least \$300,000 for any one person. In the event the Contractor is self-insured, he shall furnish to City a Certificate of Permission to Self Insure issued by the Department of Industrial Relations, Administration of Self Insurance.
 - c. Certificate of Insurance. The Contractor shall have the City's standard Certificate of Insurance (attached) completed and filed with the City's Department of Finance and the Sacramento Community Center within fifteen days of the execution of this Agreement and prior to engaging in any operation or activity set forth in this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement, without thirty days' written notice to the City prior to the effective date of such cancellation or change in coverage.

Acceptance of the Insurance Certificate required this Agreement does not relieve the Contractor from liability under the indemnity and hold

harmless clause set forth in paragraph 5 of this Agreement.

5. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, demands, damages, or judgment arising from any act by, or negligence of, Contractor or his subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement or while in or about the building or protected property for any reason connected in any way whatsoever with the performance of this Agreement, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by City other than this Contractor, to any person, licensee, contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this Agreement, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or court costs, Contractor agrees to reimburse City for such expenses, attorneys' fees or costs within a reasonable time, in no event to exceed thirty days after receiving written notice from City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent compounded quarterly on all expenses or costs reasonably incurred by Contractor in the enforcement of this paragraph and of any sums Contractor may pay as a result of claims, demands, costs, or judgments with respect to the subject matter of this Agreement, from the date such sums are actually paid.

City shall give Contractor fifteen days' written notice of any claim with respect to the subject matter of this Agreement.

6. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
7. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
8. Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
9. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices his profession.
10. City Representative. The General Manager of the Sacramento Community Center is the representative of the City and will administer this Agreement for the City.
11. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Contractor. In the event City shall give such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement.

If the City shall ever make this Agreement, City shall pay to

In the event City shall terminate this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to City such financial information as in the judgement of the General Manager of the Sacramento Community Center is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decisions of the General Manager of the Sacramento Community Center shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

12. Contractor to Pay Prevailing Wages. The Contractor shall be required to pay any and all employees used upon the work at a rate of compensation equal to or above the prevailing rate paid for similar services in public or private employment in the Sacramento area.
13. Suspension. Without affecting any right of cancellation or termination set forth in this Agreement, either party hereto may suspend this Agreement at any time because of strike of its personnel, war, the declaration of a state of national emergency, acts of god or the public enemy, or other cause beyond the control of such party, by giving the other party written notice of such suspension and reason for the same.

Payments to be made and services to be rendered hereunder shall be made and rendered to the date of such suspension and shall thenceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent the City, in the event the Contractor suspends the operation of this contract, from securing the services herein contemplated from such other source as it so desires during the period of such suspension.

14. Nondiscrimination. The Contractor shall not discriminate in the employment of persons because of race, color, sex, national origin or ancestry, or religion of such person.
15. Affirmative Action. Contractor shall make a concerted effort to employ a work force which is representative of the minority population of the city of Sacramento.

Contractor shall meet with the Community Center General Manager or his designated representative within fifteen days after the award of the contract and shall within ninety days after the said award complete preparation of an affirmative action plan to achieve a fully integrated work force, said plan to be acceptable to the Community Center General Manager. City hereby furnishes Contractor with data from the 1970 U.S. Census relating to percentages of minority population within the City of Sacramento ("Exhibit D"). The goals established in the affirmative action plan of Contractor shall not be construed as "quotas", but are goals which Contractor will make a good faith effort to achieve, and which desirably might be exceeded. In the development of said plan, the Contractor and Community Center General Manager shall be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246 and Order No. 4, adopted by the Office of Federal Contract Compliance and set forth in the Federal Register, Volume 35, Page 2586, February 5, 1970.

City may terminate the Agreement for failure by the Contractor to demonstrate without good cause compliance with or substantial progress towards the goals set forth in Contractor's approved affirmative action plan. Prior to any such termination, City shall give Contractor a notice of noncompliance and a sixty day period thereafter within which to make progress toward compliance with the approved affirmative action plan.

16. Notices. All notices given or sent hereunder to the Contractor shall be sent by United States mail, postage prepaid, addressed to the Contractor at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.

All notices given or sent to the City shall be sent by United States mail, postage prepaid, addressed as follows:

General Manager
Sacramento Community/Convention Center
1100 14th Street
Sacramento, California 95814

"EXHIBIT D"

CITY OF SACRAMENTO - RACIAL COMPOSITION

1970 CENSUS

White	187,494	73.7%
Negro	27,244	10.7%
Spanish Surname	19,844	7.8%
Asian American	16,851	6.6%
Indian	1,227	0.5%
Others	1,753	0.7%
	<hr/>	<hr/>
	254,413	100.0%



CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK

915 I STREET

SACRAMENTO, CALIFORNIA 95814

CITY HALL ROOM 203

TELEPHONE (916) 449-5428

LORRAINE MAGANA
CITY CLERK

September 11, 1980

Event Security
2140 Taylor Street, Suite 906
San Francisco, CA 94133

Gentlemen:

On September 10, 1980, the City Council adopted a resolution authorizing the execution of the agreement for an Event Security Contract with the City of Sacramento at the Sacramento Community Center and Memorial Auditorium.

Enclosed are five (5) copies of the agreement executed by the City as authorized by the attached certified resolution.

Upon final execution, please return four (4) copies of said agreement for the City's distribution.

Sincerely,


Lorraine Magana
City Clerk

LM/mm/9

Encl.