

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Real Estate Assets	DATE: 01/02/2013
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SUBJECT: Additional Funding for Interim Security Contract Qualcomm Stadium

PRIMARY CONTACT (NAME, PHONE): Roy Nail, 619-641-3101	SECONDARY CONTACT (NAME, PHONE): Mike McSweeney, 619-641-3126
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	200115				
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER	1615110011				
OBJECT / GENERAL LEDGER ACCT	512075				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$165,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): FY 2013 estimated cost \$165,000
 FY 2014 estimated cost \$240,000
 Total estimated cost \$405,000

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Barwick, James	1/7/2013
	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor or his representative to expend an additional sum of up to \$405,000 for the provision of

security services at Qualcomm Stadium. The security services provided under the Agreement for Interim Security Services at Qualcomm Stadium (Interim Agreement) are estimated not to exceed \$165,000 in FY13 and \$240,000 in FY14; for a total cost of \$405,000

2. Authorizing the Chief Financial Officer to expend up to \$405,000, from Fund #200115, Qualcomm Stadium Fund; \$165,000 in FY13 and \$240,000 in FY14, contingent upon approval of the FY13, and FY14 Appropriation Ordinances, and contingent upon the City Comptroller certifying that the funds necessary for expenditure are or will be available, for the purpose of funding the Interim Agreement for security services at Qualcomm Stadium with Elite Show Services, Inc.

STAFF RECOMMENDATIONS:
Approve Requested Action

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):

6

COMMUNITY AREA(S):

Mission Valley

ENVIRONMENTAL IMPACT:

This activity is not a Project as defined in CEQA Guidelines Section 15378(b) (2) and Section 15378(b) (5). Based on the definitions above, the activity, which provides funding for interim security services at one City facility, does not meet the definition of a project and would therefore, not be subject to CEQA pursuant to Section 15060(c) (3) of the State CEQA Guidelines

CITY CLERK
INSTRUCTIONS:

DO NOT RECORD – please deliver documents to Real Estate Assets Department, Attn: Roy Nail, MS 51-A for further handling

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 01/02/2013

ORIGINATING DEPARTMENT: Real Estate Assets

SUBJECT: Additional Funding for Interim Security Contract Qualcomm Stadium

COUNCIL DISTRICT(S): 6

CONTACT/PHONE NUMBER: Roy Nail/619-641-3101

DESCRIPTIVE SUMMARY OF ITEM:

This action is to approve additional funding in the amount of \$405,000 for the Interim Agreement with Elite Show Services for security services at Qualcomm Stadium. This Interim Agreement is currently effective until the City completes selection of a security provider via an RFP process and security contracts are awarded by the City Council. The additional funding will provide security service for the period of January 24, 2013 thru February 28, 2014. The Interim Agreement will be terminated if a new contract is entered into prior to February 28, 2014. The additional funding requested will provide continuity of security services and allow time for final processing of the RFP and award of the contracts.

STAFF RECOMMENDATION:

Approve Requested Action

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

On March 9, 2010 the City entered into an Interim Agreement for security services at Qualcomm stadium with Elite Show Services Inc. (Elite). At that time, Elite was the current service provider. The Interim Agreement was approved for an amount not to exceed \$1,000,000. The term of the Interim Agreement continues until the City awards a contract for security services at Qualcomm Stadium.

A Request for Proposals (RFP) was issued in 2010, however due to a protest of the initial award by an unsuccessful bidder (which was upheld), the decision was made to cancel the original solicitation and reissue the RFP. The new RFP was issued in April 2012 and greatly extended the timeframe to complete the process.

The original \$1,000,000 funding was fully expended, and on July 20, 2012 the City Council approved Resolution R-307564 authorizing additional funding in the amount of \$388,000 for interim security services. It was anticipated to be sufficient until December 31, 2012. That action also reduced the billing rate from \$29.25 per hour to \$19.97 per hour, resulting in a cost reduction of \$13,800 per month.

The City notified the bidders of the intent to award the security contracts based on the results of the second competitive process in August 2012. A protest was filed which further delayed the award process. City staff presented the results from the re-issued RFP to the Budget and Finance Committee on November 28, 2012. The recommendations were to award 24x7 security to Elite Show Services and the non-Charger in-building special event security to Staff Pro Inc. Based on

public testimony during the meeting, the Committee raised a number of questions and directed staff to return to Committee at a later date with additional information. The Committee asked the City Attorney to report on the City's ability to ensure continuity of services at Qualcomm Stadium beyond December 31, 2012 when funding for 24x7 security services was estimated to be depleted. A November 30, 2012 memo from the City Attorney, attached, confirms the Interim Contract is in effect until the City awards a multi-year contract for security services at Qualcomm Stadium to a winning bidder pursuant to the RFP process. Staff has determined the current funding will provide services until January 23, 2013.

The additional time required to respond to outstanding questions and provide for thorough discussion and review of the award recommendations at Committee and the full City Council results in the need to provide additional funding for the interim security agreement. The City Council is requested to approve additional interim funding in the amount of \$405,000. This funding is sufficient to provide for security services through February 2014, should that be necessary, though the Interim Agreement will be terminated upon award of a multi-year security contract pursuant to the RFP process

The following is a time-line of the RFP process:

- * March 2010 - Interim Contract entered into with Elite
- * July 2010 - Closing date for RFB 10006782-10-P
- * May 2011 - Protest letter received from Staff Pro Inc
- * December 2011 - Protest Panel upholds Staff Pro protest
- * April 2012 - Reissued RFP released
- * April 2012 - Elite files court petition to stop RFP issuance
- * May 17, 2012 - RFP closing date
- * June 2012 - Court denied petition filed by Elite to stop reissuance of the RFP
- * July 2012 - Resolution 307564 approving lower Elite hourly billing rate and additional funding for interim contract in the amount of \$388,000, funding security thru January 23, 2013
- * August 2012 - Intent to Award letters issued to Elite/Staff Pro
- * September 2012 - Elite files protest letter for non-Charger events security
- * September 2012 - City denies Elite protest
- * October 2012 - Memorandum of Agreement (MOA) for 24x7 and Non-Charger Event security sent to Elite/Staff Pro. MOA's fully executed first week November 2012
- * November 28, 2012 - Staff presents Award recommendations to Budget Committee. Budget Committee asks for clarification on continued funding of Interim Contract and intent of Staff Pro to pay Living Wage.
- * December 2012 - Re-draft MOA for signature by Staff Pro to clarify Staff Pro will pay the required Living Wage hourly rate for all non-Charger in-building events at Stadium
- * January 2013 - Obtain Council approval to fund Interim contract thru February 2014
- * February 2013 - Return to Budget Committee

City staff comprised of representatives from Qualcomm Stadium, Purchasing & Contracting, and the Office of the City Attorney will bring the award recommendations back to Budget Committee in February 2013.

FISCAL CONSIDERATIONS:

FY 2013 estimated cost \$165,000
FY 2014 estimated cost \$240,000

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This Agreement is subject to the City's Equal Opportunity Contracting Ordinance (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On July 20, 2012, Council approved additional funding of \$388,000 for the Interim Agreement with Elite Show Services Inc.

On November 28, 2012, Budget and Finance Committee discussed awards to Elite Show Services and Staff Pro Inc for provision of security services at Qualcomm Stadium based on the RFP process. Staff was directed to return to Committee with additional information.

This action will be heard at Budget & Finance Committee prior to City Council.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

N/A

Barwick, James

Originating Department

Deputy Chief/Chief Operating Officer

**Office of
The City Attorney
City of San Diego**

**MEMORANDUM
MS 59**

(619) 533-5800

DATE: November 30, 2012

TO: Council President Tony Young and Councilmember Todd Gloria

FROM: City Attorney

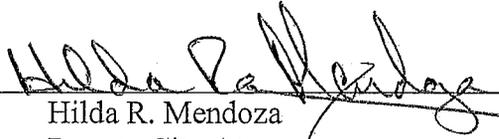
SUBJECT: Term of the Agreement for Interim Security Services at Qualcomm Stadium between the City of San Diego and Elite Show Services, Inc.

On November 28, 2012, at the Budget and Finance Committee meeting, this Office was requested to report in writing on the ability to ensure continuity of security services at Qualcomm Stadium beyond December 31, 2012, pursuant to the Agreement for Interim Security Services at Qualcomm Stadium (Agreement) between the City and Elite Show Services, Inc. (Elite). The Agreement is attached as Attachment A.

On March 9, 2010, the City entered into the Agreement with Elite for security services for an amount not to exceed One Million Dollars (\$1,000,000). Section 2.1 of the Agreement set the term of the Agreement to “continue until such time as City awards an exclusive multi-year contract for security services at Qualcomm Stadium to a winning bidder as determined through an RFP [request for proposal] process.” On July 10, 2012, the City Council approved San Diego Resolution R-307564 (July 20, 2012), attached as Attachment B, which approved a First Amendment to Agreement for Interim Security Services at Qualcomm Stadium with Elite (First Amendment), attached as Attachment C, and authorized the expenditure of an additional Three Hundred Eighty Eight Thousand Dollars (\$388,000) for security services pursuant to the Agreement and the First Amendment. The First Amendment amended section 3.1.1 of the Agreement to reduce the hourly billing rate, and all other terms and provisions of the Agreement remained in full force and effect. As a result, the Agreement and First Amendment are in effect until such time as the City awards an exclusive multi-year contract for security services at Qualcomm Stadium to a winning bidder pursuant to the RFP process.

However, the total amount of One Million Three Hundred Eighty Eight Thousand Dollars (\$1,388,000) authorized to be expended for security services is estimated by City staff to be exhausted on January 23, 2013. If it is anticipated that an award to a winning bidder pursuant to the RFP process will not have taken place by January 23, 2013, to address the Committee's concern about ensuring continuity of services, the City Council should consider authorizing additional monies for expenditure on or before that date.

JAN I. GOLDSMITH, CITY ATTORNEY

By 
Hilda R. Mendoza
Deputy City Attorney

HRM:als

Enclosures: Attachment A – Agreement for Interim Security Services

Attachment B – Resolution No. R-307564

Attachment C – First Amendment to Agreement for Interim Security Services

cc: Councilmember, Kevin Faulconer
Councilmember, Carl DeMaio
Councilmember, Marti Emerald
Councilmember, David Alvarez
Mike McSweeney, Stadium Manager
Roy Nail, Assistant Manager of Qualcomm Stadium

Doc. No. 480094_2

ATTACHMENT A



**AGREEMENT FOR INTERIM SECURITY SERVICES AT
QUALCOMM STADIUM**

BETWEEN

THE CITY OF SAN DIEGO

AND

ELITE SHOW SERVICES, INC.

AGREEMENT BETWEEN
CITY OF SAN DIEGO AND ELITE SHOW SERVICES, INC.
FOR INTERIM SECURITY SERVICES AT QUALCOMM STADIUM

THIS AGREEMENT for security services at Qualcomm Stadium ["Agreement"] is made between the City of San Diego, a Charter City municipal corporation ["City"] and Elite Show Services, Inc., a California corporation ["Elite"] [collectively, "the Parties"] to be effective as of the first day of the calendar month following the date of execution by the Parties and approved by the City Attorney ["Effective Date"]. The provisions set forth in this Agreement shall replace and supersede any and all agreements which may now exist between Elite and City.

RECITALS

WHEREAS, having one company provide security services at Qualcomm Stadium would best address identified homeland security issues;

WHEREAS, City desires to obtain interim daily security services as well as event security services for Qualcomm Stadium ["the Services"] until such time as City awards an exclusive multi-year contract for such services through a Request for Proposal process;

WHEREAS, Elite is currently providing security services for City and is under contract to provide security services for Qualcomm Stadium under contract with the Stadium's primary tenant, the Chargers, and has demonstrated the expertise, experience, and personnel necessary to provide the necessary interim security services;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Elite and City hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

SCOPE OF SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. Elite shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of City, through the direction of the Contract Administrator.

1.2 Contract Administrator. Qualcomm personnel shall act as the contract administrator [Contract Administrator] for this Agreement. Elite shall provide the

Services under the direction of a designated representative of Elite, who can be contacted at:

John Kontopuls
Elite Show Services, Inc.
2878 Camino Del Rio South, Suite 260
San Diego, CA 92108
(619) 574-1589
john@eliteshowservices.com

Qualcomm personnel or other City-designated representative(s) will communicate with Elite on all matters related to the administration of this Agreement and Elite's performance of the Services rendered hereunder. When this Agreement refers to communications to or with City, those communications will be with the City's designated representative, who will be the Contract Administrator unless the Agreement or Stadium Manager specifies otherwise.

1.3 City Modification of Scope of Services. City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in Elite's cost of, or the time required for, the performance of any of the Services, Elite shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to Elite's compensation or time for performance may be made, provided that any adjustment must be approved by both Elite and City in writing in accordance with Section 6.1 of this Agreement.

ARTICLE II

PURPOSE AND TERM OF AGREEMENT

2.1 Purpose and Term of Agreement. This Agreement shall commence as of the Effective Date and continue until such time as City awards an exclusive multi-year contract for security services at Qualcomm Stadium to a winning bidder as determined through an RFP process ["Term"]. However, in no event shall the value of this Agreement exceed One Million Dollars (\$1,000,000.00) without prior City Council approval.

During the Term, Elite shall be the exclusive provider of all security, usher, ticket taker, and event staff needs for all tenants, clients, events, vendors, business partners and users of Qualcomm Stadium property (including parking areas), except, if a tenant, client, event, vendor, business partner or user has a contract with a supplier of security, event staffing, or ushering on file with the City of San Diego as of the date of execution of this Agreement, that agreement may remain in place until expiration of its current term [hereinafter "Excepted Users"]. Upon expiration of such agreements with Excepted Users, each such tenant, client, vendor, business partner or user shall utilize Elite's services.

2.2 Third Party Users. During the Term of this Agreement, except for City and Excepted Users, all tenants, clients, events, vendors, business partners and users of Qualcomm Stadium shall be required to sign Elite's Standard Contract [Third Party Agreement], a copy of which is attached hereto as "Exhibit B." All tenants, clients, vendors, business partners or users of Qualcomm Stadium, other than City and Excepted Users, shall be required to execute the Third Party Agreement, which shall supersede any and all conditions, specifications and terms of this Agreement and shall govern the performance of Elite's duties for such third party users of Elite's services.

2.3 City's Right to Terminate for Convenience During Term. City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Elite. Such notice shall be delivered by certified mail with return receipt for delivery to City. The termination of the Services shall be effective upon receipt of the notice by Elite. After termination of this Agreement, Elite shall complete any and all additional work necessary for the orderly filing of documents and closing of Elite's Services under this Agreement. For services satisfactorily rendered, Elite shall be entitled to fair and reasonable compensation for the Services performed by Elite before the effective date of termination. After filing of documents and completion of performance, Elite shall deliver to City all documents or records related to Elite's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, Elite discharges City of all of City's payment obligations and liabilities under this Agreement.

2.4 City's Right to Terminate for Default. If Elite fails to satisfactorily perform any obligation required by this Agreement, such failure constitutes a default. If Elite fails to satisfactorily cure a default within ten calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Agreement, and terminate each and every right of Elite, and any person claiming any rights by or through Elite under this Agreement. The rights and remedies of City enumerated in this Section 2.4 are cumulative and shall not limit, waive, or deny any of City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the Effective Date of this Agreement or hereinafter enacted or established, that may be available to City against Elite.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation.

3.1.1 Security Services to City. For the first twelve (12) months that this Agreement may be in effect, the regular, holiday, and overtime rate for the Services to City shall be Manager, \$34.39 per hour, Supervisor, \$31.10 per hour and Crew, \$28.03 per hour. Elite may not charge any amount in excess of the City Rate if the Services are required on a weekend or holiday.

3.2 Manner of Payment. For Services provided to City, Elite shall submit one invoice per calendar month in a form acceptable to the City to the Contract Administrator. Elite shall include with each invoice a description of completed Services, including the specific dates and times during which the Services were performed by each guard, and all other pertinent information. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator, at the following address:

9449 Friars Road
San Diego, CA 92108
Attn: Stadium Manager

Invoices shall be submitted no later than the 10th of the month following the month in which the Services were provided. The invoice shall also reference the Purchase Order number and state the total invoice cost.

ARTICLE IV

ELITE'S GENERAL OBLIGATIONS

4.1 Industry Standards. Elite agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of security services using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Elite agrees that each of its guards must have a permanent and current guard card, and that the Primary On-Site Contact must have completed and passed a state-approved PC-832 course. Elite shall at all times be responsible for complying with all applicable laws, codes, and good professional security service practices.

4.2 Right to Audit.

4.2.1 Access. City retains the right to review and audit, and the reasonable right of access to Elite's premises for such review and audit, Elite's compliance with the provisions of this Agreement ["City's Right"]. The City's Right includes the right to inspect and photocopy, and to retain copies, outside of Elite's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. All information provided shall be kept by City in the strictest confidence allowed by law.

4.2.2 Audit. City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that City determines are necessary to discover and verify that Elite is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that

City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. Elite shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Elite shall make available to City for review and audit all Service-related accounting records and documents, and any other financial data. Upon City' request, Elite shall submit exact duplicates of originals of all requested records to City.

4.2.3 Compliance Required before Litigation. A condition precedent to proceeding with litigation or any other alternative dispute resolution is Elite's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. Prior to the Effective Date of this Agreement, (a) Elite shall obtain, and provide to City, insurance certificates reflecting evidence of all insurance as set forth in Exhibit C; however, City reserves the right to request, and Elite shall submit, copies of any policy upon reasonable request by City; and (b) Elite shall obtain required insurance policies, as set forth in Exhibit C, from a company or companies acceptable to City; and (c) Elite and City shall confirm that all policies contain the specific provisions required in Exhibit C. Elite's liabilities, including but not limited to, Elite's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Elite's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

(b) Elite shall obtain required insurance policies, as set forth in Exhibit C, from a company or companies acceptable to City

Elite shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

4.4 Subcontractors. Elite may not utilize subcontractors to perform the Services set forth in this Agreement.

4.5 Non-Discrimination Requirements.

4.5.1 Compliance with the City's Equal Opportunity Contracting Program. Elite shall comply with City's Equal Opportunity Contracting Program Contractor Requirements [Exhibit D]. Elite shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Elite shall provide equal opportunity in all employment practices.

4.5.2 Non-Discrimination Ordinance. Elite shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. Elite shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Elite understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between Elite and any Subcontractors, vendors and suppliers.

4.5.3 Compliance Investigations. Upon City's request, Elite agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and/or suppliers that Elite has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Elite for each subcontract or supply contract. Elite further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] Elite understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against Elite up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Elite further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

4.6 Drug-Free Workplace. Elite agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Elite shall certify to City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form [Exhibit E].

4.6.1 Elite's Notice to Employees. Elite shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.6.2 Drug-Free Awareness Program. Elite shall establish a drug-free awareness program to inform employees about all of the following: (a) the dangers of drug abuse in the work place; (b) the policy of maintaining a drug-free work place; (c) available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations.

4.6.3 Posting the Statement. In addition to Section 4.6.1 above, Elite shall post the drug-free policy in a prominent place at its main office.

4.7 Product Endorsement. Elite is prohibited from indicating, either directly or by implication, that City has endorsed its goods or services without prior written authorization by City.

4.8 Conflict of Interest. Elite is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.8.1 If, in performing the Services set forth in this Agreement, Elite makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, Elite shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing Elite's relevant financial interests.

4.8.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Elite shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Elite is subject to a conflict of interest code. Elite shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Elite was subject to a conflict of interest code.

4.8.1.2 If the City requires Elite to file a statement of economic interests as a result of the Services performed, Elite shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.8.2 Elite shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.8.3 Elite's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Elite shall not recommend or specify any product, supplier, or contractor with whom Elite has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.8.4 If Elite violates any conflict of interest law or any of the provisions in this Section 4.8, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Elite to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.9 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, Elite, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Elite's assistance includes, but is not limited to, providing

professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.10 Attorney Fees Related to Mandatory Assistance. In providing the City with dispute or litigation assistance, Elite or its agents, officers, and employees may incur expenses and/or costs. Elite agrees that any expenses, costs, and/or attorney fees it may incur as a result of assistance provided under Section 4.9 are not reimbursable.

4.11 American with Disabilities Act. Elite agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA).

4.12 Living Wage Ordinance. This Agreement is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22.220(b) to reflect the Consumer Price Index. This Agreement must include this upward adjustment of pay rates to covered employees on July 1 of each year.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of Elite, or Elite's employees, agents, and officers, arising out of any services performed under this Agreement, Elite agrees to defend, indemnify, protect, and hold harmless City, Stadium Advisory Board, Public Financing Authority, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of Elite, its employees, agents or officers, or any third party. Elite's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers or employees.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Stadium Manager
Qualcomm Stadium
9449 Friars Road
San Diego, CA 92108

Notice to Elite shall be addressed to:

John Kontopuls
Elite Show Services, Inc.
2878 Camino Del Rio South, Suite 260
San Diego, CA 92108

6.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

6.3 Non-Assignment. Elite shall not assign the rights or obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

6.4 Independent Contractors. Elite shall be an independent contractor and not an agent of City. Any provision of this Agreement that may appear to give City any right to direct Elite concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Elite shall follow the direction of City concerning the end results of the performance.

6.5 Staffing Profile. Elite shall provide to City a company/corporation organizational chart and staffing profile including years of tenure for all Elite employees assigned to this Agreement. Elite shall also provide resumes for key personnel, including, but not limited to, account representatives assigned and dedicated to this Agreement. Elite shall not change the individuals assigned to this Agreement without City's prior approval. Elite's account representative(s) shall possess a minimum of five (5) years prior experience in accounts of similar type, size, and scope.

6.6 Additional Contractors. The City reserves the right to employ, at its own expense, such additional contractors as the City deems necessary to perform work or to provide the Services.

6.7 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of City or Elite shall be deemed to be both covenants and conditions.

6.8 Compliance with All Laws and Codes. Performance under this Agreement shall comply with all applicable laws of the United States of America, the State of California, the County of San Diego, the City, as well as all applicable City policies. In addition, Elite shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

6.9 Jurisdiction, Venue and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

6.10 Disputes. Any dispute arising under this Agreement shall be decided by the Stadium Manager, or his designee. The decision of the Stadium Manager is final and conclusive unless, within thirty days from the date of receipt of such decision, Elite mails or otherwise furnishes to the Stadium Manager a written appeal addressed to the Mayor. The decision of the Mayor, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this Section 6.10, Elite shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Elite shall proceed diligently with the performance of the Services and in accordance with the Stadium Manager's decision.

6.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

6.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

6.13 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

6.14 No Waiver. No failure of either the City or Elite to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

6.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

6.16 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if Elite employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of Elite.

6.17 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

6.18 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

6.19 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

6.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

6.21 **Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

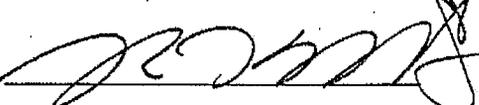
6.22 **AUTHORITY.** Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Elite further represents and warrants that such authority is valid, and such entity is a valid, qualified corporation in good standing in its home state and that Elite is qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, and by Elite, acting by and through its lawfully designated representative.

CITY OF SAN DIEGO, a Municipal Corporation

ELITE SHOW SERVICES, INC.,
a California Corporation

By: 

By: 

Name: James F. Barwick, CCIM
Director, Real Estate Assets

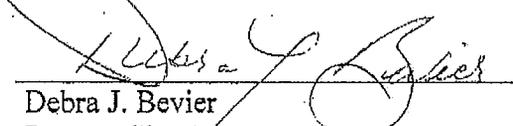
Name: JOHN KONTOPOULOS

Title: _____

Title: PRESIDENT & CEO

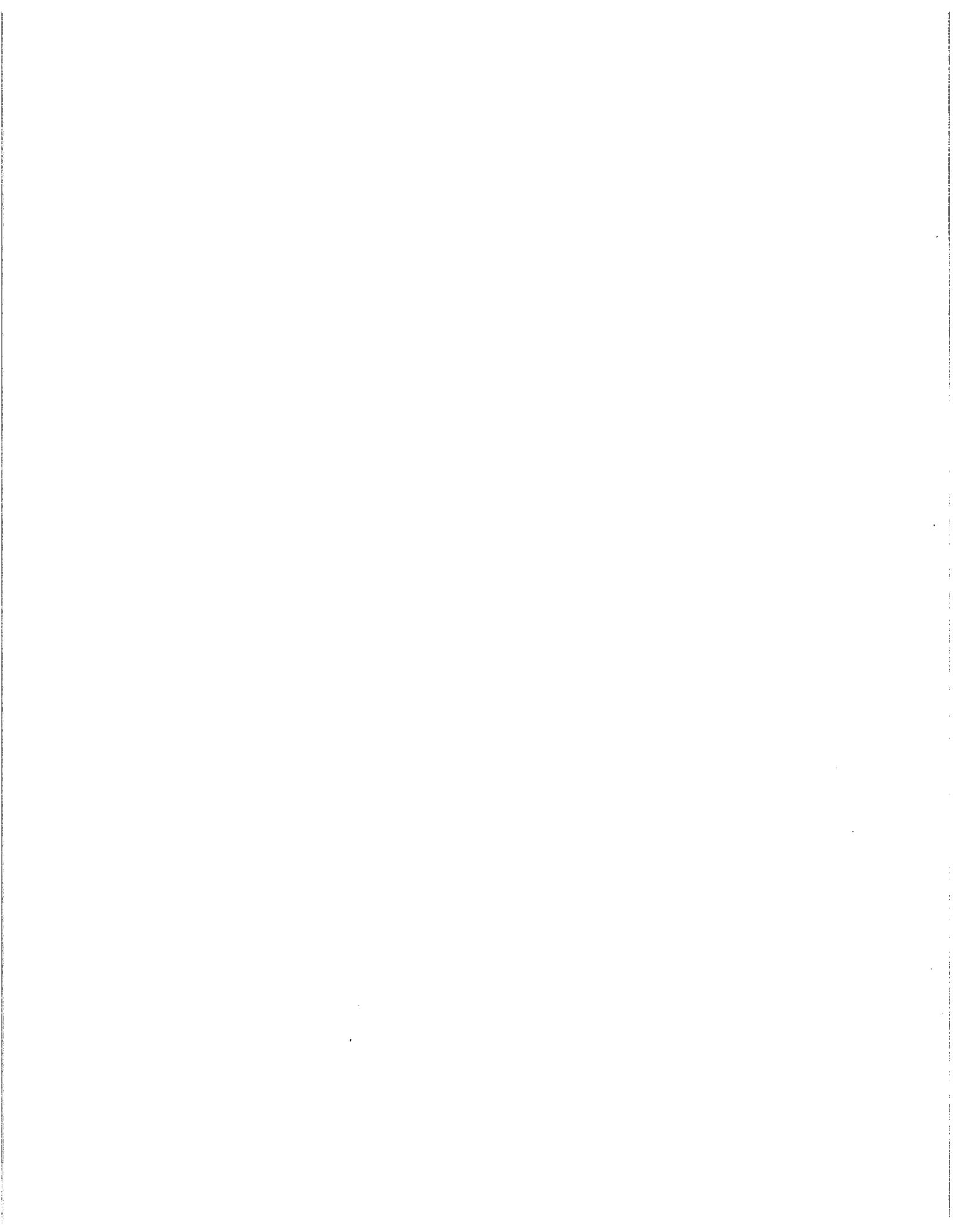
APPROVED AS TO FORM AND LEGALITY
this 9th day of March 2009/10

JAN I. GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Elite's Standard Contract with Third Parties
- Exhibit C - Insurance Requirements
- Exhibit D - City's Equal Opportunity Contracting Program Contractor Requirements
- Exhibit E - Drug-Free Workplace Certification



ATTACHMENT B

7/10
105

RESOLUTION NUMBER R- 307564

DATE OF FINAL PASSAGE JUL 20 2012

A RESOLUTION OF THE CITY OF SAN DIEGO
AUTHORIZING THE MAYOR TO EXECUTE A FIRST
AMENDMENT TO AGREEMENT FOR INTERIM
SECURITY SERVICES AT QUALCOMM STADIUM AND
AUTHORIZING THE EXPENDITURE OF AN
ADDITIONAL SUM OF UP TO \$388,000 FOR SECURITY
SERVICES.

WHEREAS, the City of San Diego (City) has previously entered into an agreement with Elite Show Services (Elite) for the provision of security services at Qualcomm Stadium (Stadium); and

WHEREAS, in July 2010 the City issued a Request for Bids for security services at the Stadium; the resulting award from that Bid was protested; and

WHEREAS, as a result of the Bid protest, it was determined by the City that a new Request for Proposals should be issued, and that an Agreement for Interim Security Services at Qualcomm Stadium (Interim Agreement) should be entered into with the Elite to ensure the continued safety and protection of the public and the Stadium; and

WHEREAS, the Mayor authorized the execution of the Interim Agreement which provided that the Agreement could not exceed \$1,000,000 without prior City Council approval; and

WHEREAS, due to continuing delays in securing a new security services agreement through the proposal process, \$981,200 of the authorized \$1,000,000 was expended during the term of March 2010 through December 2011; accordingly, City Council approval is now

required for the expenditure of additional monies above the authorized \$1,000,000 in order to pay for continued security services at the Stadium; and

WHEREAS, in an effort to assist the City in reducing its security costs for the Stadium, Elite has agreed to reduce its hourly billing rate under the Interim Agreement from \$29.25 per hour to \$19.97 per hour effective March 1, 2012, thereby reducing the City's security costs by \$13,800 per month until the current proposal process is finalized; and

WHEREAS, with the agreed upon reduced hourly rate set forth in the proposed First Amendment to the Interim Agreement, it has been estimated that additional funding in the amount of \$388,000 will pay for security services at the Stadium from January 2012 until December 2012, or until a new security agreement is awarded; NOW, THEREFORE,

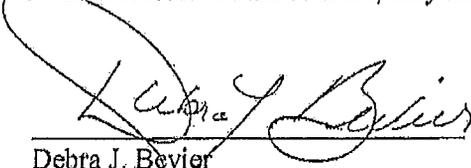
BE IT RESOLVED, that the Mayor, or his designee, is hereby authorized to execute a First Amendment to Agreement for Interim Security Services at Qualcomm Stadium with Elite Show Services, for the continued provision of security services at Qualcomm Stadium, at the reduced hourly billing rate of \$19.97.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend up to \$388,000 from Fund #200115, Qualcomm Stadium Fund; \$203,460 in FY12, and \$184,540 in FY13 contingent upon approval of the FY13 Appropriation Ordinances and contingent upon the City Comptroller certifying that the FY13 funds necessary for the expenditure are or will be available for the purpose of providing interim security services at Qualcomm Stadium, under the

terms and conditions of the Agreement for Interim Security Services at Qualcomm Stadium and
First Amendment to the Agreement for Interim Security Services at Qualcomm Stadium.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Debra J. Bevier
Deputy City Attorney

DJB:mm
June 26, 2012
Or.Dept:Real Estate Assets Dept.
Doc. No. 392674

I hereby certify that the foregoing Resolution was passed by the Council of the City of
San Diego, at this meeting of JUL 10 2012.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 7-20-12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

ATTACHMENT C

**FIRST AMENDMENT
TO
AGREEMENT FOR INTERIM SECURITY SERVICES AT QUALCOMM STADIUM**

THIS FIRST AMENDMENT to the Agreement for Interim Security Services at Qualcomm Stadium [First Amendment] is made by and between the CITY OF SAN DIEGO [CITY], a municipal corporation, and ELITE SHOW SERVICES, INC., a California Corporation [CONTRACTOR], to be effective as of March 1, 2012 [Effective Date], when signed by both parties and approved by the City Attorney.

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain Agreement for Interim Security Services at Qualcomm Stadium on March 2, 2010 [Original Agreement], to provide for the provision of security services at Qualcomm Stadium, as more particularly described therein; and

WHEREAS, CITY and CONTRACTOR have agreed to make a certain modification to the Original Agreement, as more particularly set forth in this First Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and CONTRACTOR hereby agree as follows:

1. Modification to the Original Agreement

AMENDMENT TO SECTION 3.1.1 Security Services to City

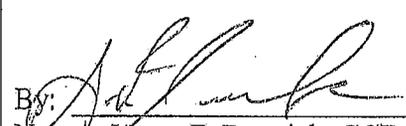
Section 3.1.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.1 Security Services to City. The regular, holiday and overtime rate for all Services to be provided to City for Daily Stadium Security Staffing shall be \$19.97 per hour.”

2. Original Agreement in Effect; Representations. Except as modified by this First Amendment, all of the terms and provisions of the Original Agreement are unchanged and remain in full force and effect; that none of CITY's or CONTRACTOR's rights are waived; and that all of CITY's and CONTRACTOR's rights under the Original Agreement are reserved. CITY and CONTRACTOR represent and warrant that: (a) the Original Agreement is in full force and effect; (b) the Original Agreement has not been assigned or encumbered by either party respectively; (c) CITY and CONTRACTOR know of no defense or counterclaim to the enforcement of the Original Agreement; and (d) to the knowledge of CITY and CONTRACTOR, neither CITY nor CONTRACTOR is in default under any of its obligations under the Original Agreement.

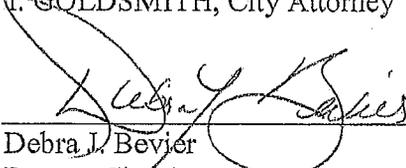
3. Counterparts; Captions. This First Amendment may be executed in any number of counterparts, and each of which when so executed shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. The section headings set forth in this First Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections.
4. Prior Negotiations. This First Amendment supersedes all prior negotiations, representations, understandings and agreements of, by or between CITY and CONTRACTOR with respect to the subject matter hereof, all of which shall be deemed fully merged herein.

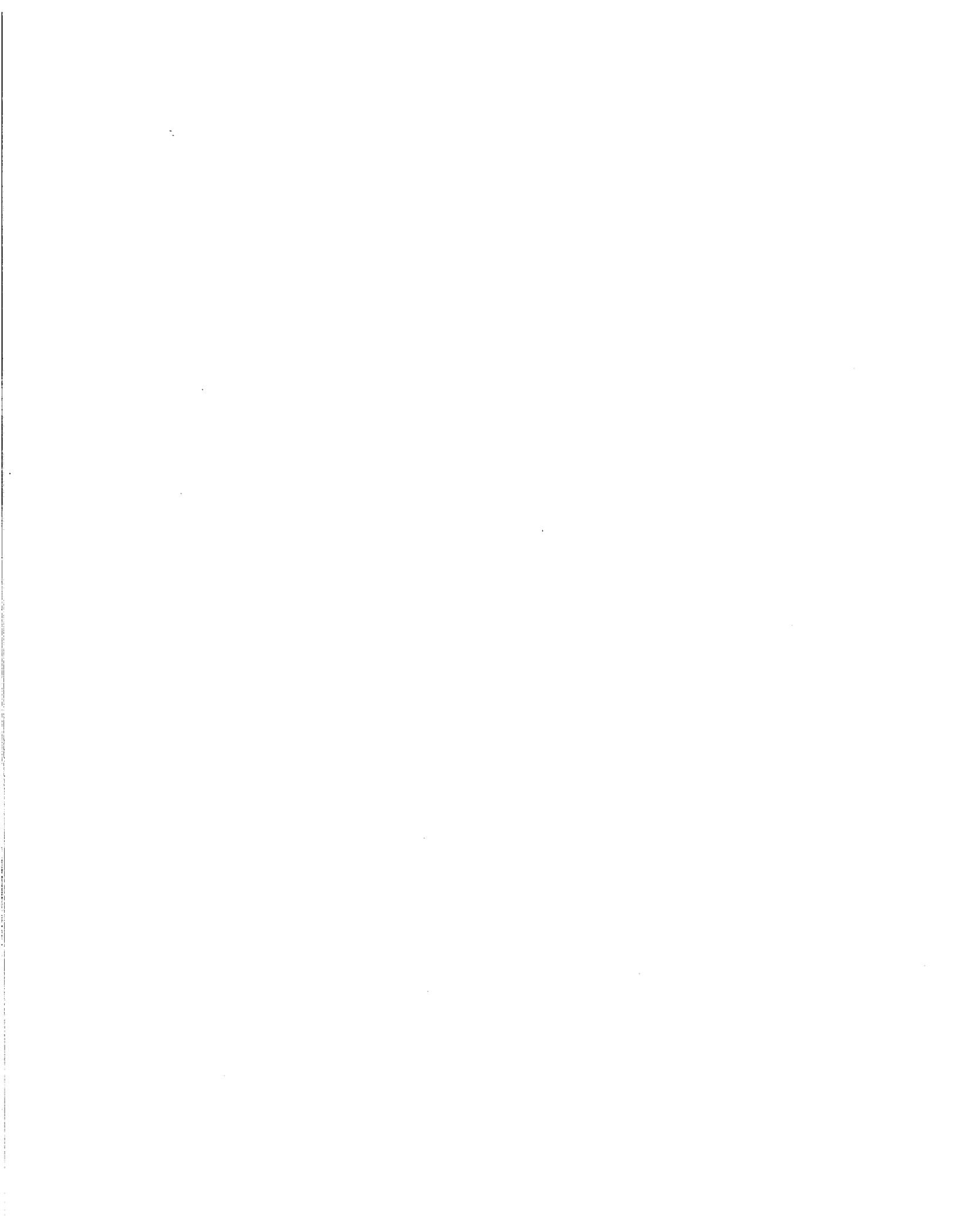
IN WITNESS WHEREOF this First Amendment is executed by CONTRACTOR acting by and through its lawful designee, and by CITY acting by and through its Mayor, or his designee.

	CONTRACTOR:
Dated: <u>APRIL 9, 2012</u>	ELITE SHOW SERVICES, INC., a California Corporation By:  Name: <u>JOHN KOUTOPOULS</u> Title: <u>PRESIDENT & CEO</u>
	CITY:
Dated: <u>8/2/12</u> , 2012	THE CITY OF SAN DIEGO By:  Name: <u>James F. Barwick, CCIM</u> Title: <u>Real Estate Assets Director</u>

APPROVED AS TO FORM AND LEGALITY
this 3rd day of August, 2012.

JANET GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney





**AGREEMENT FOR INTERIM SECURITY SERVICES AT
QUALCOMM STADIUM**

BETWEEN

THE CITY OF SAN DIEGO

AND

ELITE SHOW SERVICES, INC.

AGREEMENT BETWEEN
CITY OF SAN DIEGO AND ELITE SHOW SERVICES, INC.
FOR INTERIM SECURITY SERVICES AT QUALCOMM STADIUM

THIS AGREEMENT for security services at Qualcomm Stadium ["Agreement"] is made between the City of San Diego, a Charter City municipal corporation ["City"] and Elite Show Services, Inc., a California corporation ["Elite"] [collectively, "the Parties"] to be effective as of the first day of the calendar month following the date of execution by the Parties and approved by the City Attorney ["Effective Date"]. The provisions set forth in this Agreement shall replace and supersede any and all agreements which may now exist between Elite and City.

RECITALS

WHEREAS, having one company provide security services at Qualcomm Stadium would best address identified homeland security issues;

WHEREAS, City desires to obtain interim daily security services as well as event security services for Qualcomm Stadium ["the Services"] until such time as City awards an exclusive multi-year contract for such services through a Request for Proposal process;

WHEREAS, Elite is currently providing security services for City and is under contract to provide security services for Qualcomm Stadium under contract with the Stadium's primary tenant, the Chargers, and has demonstrated the expertise, experience, and personnel necessary to provide the necessary interim security services;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Elite and City hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

SCOPE OF SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. Elite shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of City, through the direction of the Contract Administrator.

1.2 Contract Administrator. Qualcomm personnel shall act as the contract administrator [Contract Administrator] for this Agreement. Elite shall provide the

Services under the direction of a designated representative of Elite, who can be contacted at:

John Kontopuls
Elite Show Services, Inc.
2878 Camino Del Rio South, Suite 260
San Diego, CA 92108
(619) 574-1589
john@eliteshowservices.com

Qualcomm personnel or other City-designated representative(s) will communicate with Elite on all matters related to the administration of this Agreement and Elite's performance of the Services rendered hereunder. When this Agreement refers to communications to or with City, those communications will be with the City's designated representative, who will be the Contract Administrator unless the Agreement or Stadium Manager specifies otherwise.

1.3 City Modification of Scope of Services. City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in Elite's cost of, or the time required for, the performance of any of the Services, Elite shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to Elite's compensation or time for performance may be made, provided that any adjustment must be approved by both Elite and City in writing in accordance with Section 6.1 of this Agreement.

ARTICLE II

PURPOSE AND TERM OF AGREEMENT

2.1 Purpose and Term of Agreement. This Agreement shall commence as of the Effective Date and continue until such time as City awards an exclusive multi-year contract for security services at Qualcomm Stadium to a winning bidder as determined through an RFP process ["Term"]. However, in no event shall the value of this Agreement exceed One Million Dollars (\$1,000,000.00) without prior City Council approval.

During the Term, Elite shall be the exclusive provider of all security, usher, ticket taker, and event staff needs for all tenants, clients, events, vendors, business partners and users of Qualcomm Stadium property (including parking areas), except, if a tenant, client, event, vendor, business partner or user has a contract with a supplier of security, event staffing, or ushering on file with the City of San Diego as of the date of execution of this Agreement, that agreement may remain in place until expiration of its current term [hereinafter "Excepted Users"]. Upon expiration of such agreements with Excepted Users, each such tenant, client, vendor, business partner or user shall utilize Elite's services.

2.2 Third Party Users. During the Term of this Agreement, except for City and Excepted Users, all tenants, clients, events, vendors, business partners and users of Qualcomm Stadium shall be required to sign Elite's Standard Contract [Third Party Agreement], a copy of which is attached hereto as "Exhibit B." All tenants, clients, vendors, business partners or users of Qualcomm Stadium, other than City and Excepted Users, shall be required to execute the Third Party Agreement, which shall supersede any and all conditions, specifications and terms of this Agreement and shall govern the performance of Elite's duties for such third party users of Elite's services.

2.3 City's Right to Terminate for Convenience During Term. City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Elite. Such notice shall be delivered by certified mail with return receipt for delivery to City. The termination of the Services shall be effective upon receipt of the notice by Elite. After termination of this Agreement, Elite shall complete any and all additional work necessary for the orderly filing of documents and closing of Elite's Services under this Agreement. For services satisfactorily rendered, Elite shall be entitled to fair and reasonable compensation for the Services performed by Elite before the effective date of termination. After filing of documents and completion of performance, Elite shall deliver to City all documents or records related to Elite's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, Elite discharges City of all of City's payment obligations and liabilities under this Agreement.

2.4 City's Right to Terminate for Default. If Elite fails to satisfactorily perform any obligation required by this Agreement, such failure constitutes a default. If Elite fails to satisfactorily cure a default within ten calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Agreement, and terminate each and every right of Elite, and any person claiming any rights by or through Elite under this Agreement. The rights and remedies of City enumerated in this Section 2.4 are cumulative and shall not limit, waive, or deny any of City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the Effective Date of this Agreement or hereinafter enacted or established, that may be available to City against Elite.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation.

3.1.1 Security Services to City. For the first twelve (12) months that this Agreement may be in effect, the regular, holiday, and overtime rate for the Services to City shall be Manager, \$34.39 per hour, Supervisor, \$31.10 per hour and Crew, \$28.03 per hour. Elite may not charge any amount in excess of the City Rate if the Services are required on a weekend or holiday.

3.2 Manner of Payment. For Services provided to City, Elite shall submit one invoice per calendar month in a form acceptable to the City to the Contract Administrator. Elite shall include with each invoice a description of completed Services, including the specific dates and times during which the Services were performed by each guard, and all other pertinent information. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator, at the following address:

9449 Friars Road
San Diego, CA 92108
Attn: Stadium Manager

Invoices shall be submitted no later than the 10th of the month following the month in which the Services were provided. The invoice shall also reference the Purchase Order number and state the total invoice cost.

ARTICLE IV

ELITE'S GENERAL OBLIGATIONS

4.1 Industry Standards. Elite agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of security services using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Elite agrees that each of its guards must have a permanent and current guard card, and that the Primary On-Site Contact must have completed and passed a state-approved PC-832 course. Elite shall at all times be responsible for complying with all applicable laws, codes, and good professional security service practices.

4.2 Right to Audit.

4.2.1 Access. City retains the right to review and audit, and the reasonable right of access to Elite's premises for such review and audit, Elite's compliance with the provisions of this Agreement ["City's Right"]. The City's Right includes the right to inspect and photocopy, and to retain copies, outside of Elite's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. All information provided shall be kept by City in the strictest confidence allowed by law.

4.2.2 Audit. City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that City determines are necessary to discover and verify that Elite is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that

City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. Elite shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Elite shall make available to City for review and audit all Service-related accounting records and documents, and any other financial data. Upon City' request, Elite shall submit exact duplicates of originals of all requested records to City.

4.2.3 Compliance Required before Litigation. A condition precedent to proceeding with litigation or any other alternative dispute resolution is Elite's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. Prior to the Effective Date of this Agreement, (a) Elite shall obtain, and provide to City, insurance certificates reflecting evidence of all insurance as set forth in Exhibit C; however, City reserves the right to request, and Elite shall submit, copies of any policy upon reasonable request by City; and (b) Elite shall obtain required insurance policies, as set forth in Exhibit C, from a company or companies acceptable to City; and (c) Elite and City shall confirm that all policies contain the specific provisions required in Exhibit C. Elite's liabilities, including but not limited to, Elite's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Elite's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

(b) Elite shall obtain required insurance policies, as set forth in Exhibit C, from a company or companies acceptable to City

Elite shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

4.4 Subcontractors. Elite may not utilize subcontractors to perform the Services set forth in this Agreement.

4.5 Non-Discrimination Requirements.

4.5.1 Compliance with the City's Equal Opportunity Contracting Program. Elite shall comply with City's Equal Opportunity Contracting Program Contractor Requirements [Exhibit D]. Elite shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Elite shall provide equal opportunity in all employment practices.

4.5.2 Non-Discrimination Ordinance. Elite shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. Elite shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Elite understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between Elite and any Subcontractors, vendors and suppliers.

4.5.3 Compliance Investigations. Upon City's request, Elite agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and/or suppliers that Elite has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Elite for each subcontract or supply contract. Elite further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] Elite understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against Elite up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Elite further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

4.6 Drug-Free Workplace. Elite agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Elite shall certify to City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form [Exhibit E].

4.6.1 Elite's Notice to Employees. Elite shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.6.2 Drug-Free Awareness Program. Elite shall establish a drug-free awareness program to inform employees about all of the following: (a) the dangers of drug abuse in the work place; (b) the policy of maintaining a drug-free work place; (c) available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations.

4.6.3 Posting the Statement. In addition to Section 4.6.1 above, Elite shall post the drug-free policy in a prominent place at its main office.

4.7 Product Endorsement. Elite is prohibited from indicating, either directly or by implication, that City has endorsed its goods or services without prior written authorization by City.

4.8 Conflict of Interest. Elite is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.8.1 If, in performing the Services set forth in this Agreement, Elite makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, Elite shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing Elite's relevant financial interests.

4.8.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Elite shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Elite is subject to a conflict of interest code. Elite shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Elite was subject to a conflict of interest code.

4.8.1.2 If the City requires Elite to file a statement of economic interests as a result of the Services performed, Elite shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.8.2 Elite shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.8.3 Elite's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Elite shall not recommend or specify any product, supplier, or contractor with whom Elite has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.8.4 If Elite violates any conflict of interest law or any of the provisions in this Section 4.8, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Elite to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.9 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, Elite, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Elite's assistance includes, but is not limited to, providing

professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.10 Attorney Fees Related to Mandatory Assistance. In providing the City with dispute or litigation assistance, Elite or its agents, officers, and employees may incur expenses and/or costs. Elite agrees that any expenses, costs, and/or attorney fees it may incur as a result of assistance provided under Section 4.9 are not reimbursable.

4.11 American with Disabilities Act. Elite agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA).

4.12 Living Wage Ordinance. This Agreement is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22.220(b) to reflect the Consumer Price Index. This Agreement must include this upward adjustment of pay rates to covered employees on July 1 of each year.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of Elite, or Elite's employees, agents, and officers, arising out of any services performed under this Agreement, Elite agrees to defend, indemnify, protect, and hold harmless City, Stadium Advisory Board, Public Financing Authority, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of Elite, its employees, agents or officers, or any third party. Elite's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers or employees.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Stadium Manager
Qualcomm Stadium
9449 Friars Road
San Diego, CA 92108

Notice to Elite shall be addressed to:

John Kontopuls
Elite Show Services, Inc.
2878 Camino Del Rio South, Suite 260
San Diego, CA 92108

6.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

6.3 Non-Assignment. Elite shall not assign the rights or obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

6.4 Independent Contractors. Elite shall be an independent contractor and not an agent of City. Any provision of this Agreement that may appear to give City any right to direct Elite concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Elite shall follow the direction of City concerning the end results of the performance.

6.5 Staffing Profile. Elite shall provide to City a company/corporation organizational chart and staffing profile including years of tenure for all Elite employees assigned to this Agreement. Elite shall also provide resumes for key personnel, including, but not limited to, account representatives assigned and dedicated to this Agreement. Elite shall not change the individuals assigned to this Agreement without City's prior approval. Elite's account representative(s) shall possess a minimum of five (5) years prior experience in accounts of similar type, size, and scope.

6.6 Additional Contractors. The City reserves the right to employ, at its own expense, such additional contractors as the City deems necessary to perform work or to provide the Services.

6.7 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of City or Elite shall be deemed to be both covenants and conditions.

6.8 Compliance with All Laws and Codes. Performance under this Agreement shall comply with all applicable laws of the United States of America, the State of California, the County of San Diego, the City, as well as all applicable City policies. In addition, Elite shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

6.9 Jurisdiction, Venue and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

6.10 Disputes. Any dispute arising under this Agreement shall be decided by the Stadium Manager, or his designee. The decision of the Stadium Manager is final and conclusive unless, within thirty days from the date of receipt of such decision, Elite mails or otherwise furnishes to the Stadium Manager a written appeal addressed to the Mayor. The decision of the Mayor, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this Section 6.10, Elite shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Elite shall proceed diligently with the performance of the Services and in accordance with the Stadium Manager's decision.

6.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

6.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

6.13 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

6.14 No Waiver. No failure of either the City or Elite to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

6.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

6.16 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if Elite employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of Elite.

6.17 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

6.18 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

6.19 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

6.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

6.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

6.22 AUTHORITY. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Elite further represents and warrants that such authority is valid, and such entity is a valid, qualified corporation in good standing in its home state and that Elite is qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, and by Elite, acting by and through its lawfully designated representative.

CITY OF SAN DIEGO, a Municipal Corporation

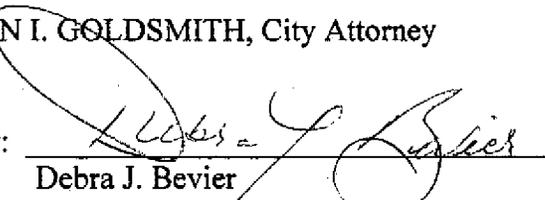
ELITE SHOW SERVICES, INC.,
a California Corporation

By: 
Name: James F. Barwick, CCIM
Director, Real Estate Assets
Title: _____

By: 
Name: JOHN KONTOPULS
Title: PRESIDENT + CEO

APPROVED AS TO FORM AND LEGALITY
this 9th day of March 2009/10

JAN I. GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Elite's Standard Contract with Third Parties
- Exhibit C - Insurance Requirements
- Exhibit D - City's Equal Opportunity Contracting Program Contractor Requirements
- Exhibit E - Drug-Free Workplace Certification

**FIRST AMENDMENT
TO
AGREEMENT FOR INTERIM SECURITY SERVICES AT QUALCOMM STADIUM**

THIS FIRST AMENDMENT to the Agreement for Interim Security Services at Qualcomm Stadium [First Amendment] is made by and between the CITY OF SAN DIEGO [CITY], a municipal corporation, and ELITE SHOW SERVICES, INC., a California Corporation [CONTRACTOR], to be effective as of March 1, 2012 [Effective Date], when signed by both parties and approved by the City Attorney.

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain Agreement for Interim Security Services at Qualcomm Stadium on March 2, 2010 [Original Agreement], to provide for the provision of security services at Qualcomm Stadium, as more particularly described therein; and

WHEREAS, CITY and CONTRACTOR have agreed to make a certain modification to the Original Agreement, as more particularly set forth in this First Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and CONTRACTOR hereby agree as follows:

1. Modification to the Original Agreement

AMENDMENT TO SECTION 3.1.1 Security Services to City

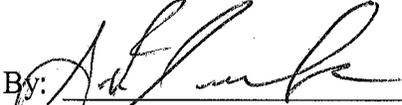
Section 3.1.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.1 Security Services to City. The regular, holiday and overtime rate for all Services to be provided to City for Daily Stadium Security Staffing shall be \$19.97 per hour.”

2. Original Agreement in Effect; Representations. Except as modified by this First Amendment, all of the terms and provisions of the Original Agreement are unchanged and remain in full force and effect; that none of CITY's or CONTRACTOR's rights are waived; and that all of CITY's and CONTRACTOR's rights under the Original Agreement are reserved. CITY and CONTRACTOR represent and warrant that: (a) the Original Agreement is in full force and effect; (b) the Original Agreement has not been assigned or encumbered by either party respectively; (c) CITY and CONTRACTOR know of no defense or counterclaim to the enforcement of the Original Agreement; and (d) to the knowledge of CITY and CONTRACTOR, neither CITY nor CONTRACTOR is in default under any of its obligations under the Original Agreement.

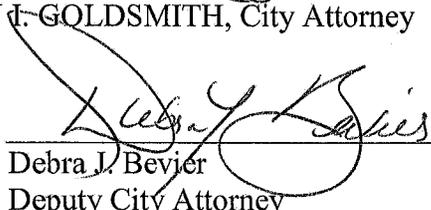
3. Counterparts; Captions. This First Amendment may be executed in any number of counterparts, and each of which when so executed shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. The section headings set forth in this First Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections.
4. Prior Negotiations. This First Amendment supersedes all prior negotiations, representations, understandings and agreements of, by or between CITY and CONTRACTOR with respect to the subject matter hereof, all of which shall be deemed fully merged herein.

IN WITNESS WHEREOF this First Amendment is executed by CONTRACTOR acting by and through its lawful designee, and by CITY acting by and through its Mayor, or his designee.

	CONTRACTOR:
Dated: <u>APRIL 9, 2012</u>	ELITE SHOW SERVICES, INC., a California Corporation By:  Name: <u>JOHN KONTOPOULS</u> Title: <u>PRESIDENT & CEO</u>
	CITY:
Dated: <u>8/2/12</u> , 2012	THE CITY OF SAN DIEGO By:  Name: James F. Barwick, CCIM Title: Real Estate Assets Director

APPROVED AS TO FORM AND LEGALITY
this 3rd day of August, 2012.

JANET GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney

WORK FORCE REPORT - NAME OF FIRM: Elite Show Services Inc. DATE: 5/16/12

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1								7	5	
Professional														
A&E, Science, Computer														
Technical														
Sales	1								1			5		
Administrative Support		1		2					1			11		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1	0	3	0	0	0	0	2	0	12	16	0	0
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Grand Total All Employees 35

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____

Elite Show Services

DATE: _____

5/16/12

OFFICE(S) or BRANCH(ES): _____

San Diego

COUNTY: _____

San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers	301	122	274	102	12	4	0	0	18	8	492	286	0	0
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	301	122	274	102	12	4	0	0	18	8	492	286	0	0
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Grand Total All Employees - Disclosed 1,619 + 294 Undisclosed Employees = 1,913

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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