

**LAW ENFORCEMENT AND SECURITY SERVICES
GRANT AGREEMENT BETWEEN THE MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP AND THE CITY OF MILWAUKEE**

This Agreement is entered into this ____ day of February, 2011 by and between the City of Milwaukee (the “City”), acting through its Chief of Police (“Chief”) and the Milwaukee Brewers Baseball Club, Limited Partnership (the “Brewers”).

WITNESSETH

Whereas, the Brewers and the City were parties to that certain Law Enforcement and Security Services Grant Agreement dated March 31, 2007 and approved by the Common Council via Common Council Resolution File No. 061452, adopted March 22, 2007, which expired pursuant to its terms;

Whereas, the Brewers have offered the Milwaukee Police Department (“MPD”) a grant for assignment of on-premise MPD officers and supervisors at Miller Park during the Brewers home baseball games and other scheduled or to be scheduled special events to take place at Miller Park (“Miller Park” or the “Stadium”) during the Term, as defined below; and

Whereas, the Chief has indicated a willingness to provide special assignment of MPD police aids, police officers and supervisors in accordance with the terms and conditions of this Agreement; and

Whereas, the Common Council has approved this Agreement via Common Council Resolution File No. _____ adopted _____ and authorized the Chief to execute the Agreement on the City’s behalf; and

Whereas, the Brewers have approved this Agreement and authorized Rick Schlesinger, the Brewers’ Executive Vice President – Baseball Operations, to execute it on the Brewers’ behalf; and

Whereas, the Brewers represent to the Chief that the Southeastern Wisconsin Professional Baseball Park District, which leases Miller Park to the Brewers, has approved this Agreement;

Now, therefore, in consideration of the promises and other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. Services and Staffing.

a. MPD police aids, officers and supervisors shall be provided for security, traffic control and law enforcement duty at Miller Park for all Brewers home baseball games and all other scheduled (or to be scheduled) special events as hereinafter provided for. For purposes of this Agreement, representatives of the Brewers shall promptly designate MPD officer, sergeant and/or lieutenant staffing levels in consultation with MPD, but in all instances such staffing levels shall be subject to the Brewers’ final

approval. Such staffing levels shall be submitted by MBBC no later than March 1 of each year during the Term of this Agreement. These staffing levels shall be based upon a variety of factors, including but not limited to (a) the prior experience of the Brewers in staffing a security force at Miller Park, (b) the projected attendance for each event and/or home baseball game, (c) the Brewers' need to control traffic flow in and around Miller Park and the Miller Park parking lots (including the Brewers' need for MPD to close designated freeway exit ramps and to redirect traffic when parking lots reach capacity or upon the reasonable request of the Brewers), (d) the Brewers' need to patrol and to maintain lawful peace and order in and around the exterior areas of Miller Park and the Miller Park parking lots, and (e) the Brewers' need to patrol and to maintain lawful peace and order in the interior areas of Miller Park.

b. The Parties understand and agree that for purposes of staffing levels under this Agreement, one (1) lieutenant shall be the equivalent of two (2) sergeants. Staffing levels for special events (such as concerts) shall be determined by the Brewers, in consultation with the Chief or a designated representative of the Chief, and shall be subject to the Brewers' final approval. The attendance bench marks shall be determined by the Brewers and communicated to the Chief's designee no later than twenty-eight (28) days prior to the game or event. The Chief may provide additional personnel, if requested by the Brewers, upon less than twenty-eight (28) days notice. In the case of special events, the Brewers expressly reserve the right to engage the security services of alternative enforcement entities or agencies to the extent required by the promoter of such special event, by reason of the terms of such special event agreement or as may be otherwise required by contract or law. The staffing levels may be adjusted at any time during the Term of this Agreement, by the mutual agreement of the Brewers and the Chief, to ensure the effective management of Miller Park and the surrounding parking lots, as well as the effective use of the MPD police officers and supervisors. If the Chief determines that a public safety emergency at any location in the City, including Miller Park, requires the deployment of additional MPD personnel, the Chief shall so inform the Brewers as soon as possible and the Chief may make appropriate adjustments to the suggested staffing levels to reflect the Chief's need to respond to the emergency. Unless the Brewers organization (i.e., the business entity or its employees) is the direct cause of the public safety emergency occurring at Miller Park, they shall not be billed for the additional police personnel required to respond to the emergency.

c. In addition, MPD agrees to provide one (1) officer at each game or event to be specifically assigned to Sportservice, the entity that handles the catering at Miller Park, for purposes of securing their "money room" and the transport of money through Miller Park. MPD shall separately bill the Brewers for the officer provided to Sportservice.

d. To further ensure the effective performance of services hereunder, the Chief agrees to designate one (1) contact person who will serve as the Brewers' contact for all purposes related to this Agreement during the Term (as defined below).

e. MPD represents and warrants that it has a sufficient number of aids, officers, sergeants and/or lieutenants available to meet the staffing levels provided hereto for each Brewers home baseball game.

2. Command Post.

a. The Brewers shall provide MPD with a room of sufficient size and configuration (the police command post currently located just inside the north loading dock at Miller Park meets these MPD requirements) for operation of law enforcement services within Miller Park. This room shall serve as the command post for MPD operations at Miller Park.

b. If arrestees are to be held at Miller Park, they will be detained in the command post. The Brewers will provide all necessary utilities, including telephone, electricity, heat, air conditioning, radio antenna networks, and water for MPD personnel at Miller Park.

3. MPD Equipment.

MPD shall provide all law enforcement equipment and supplies, including but not limited to all mobile, portable and control-base-radio equipment necessary for operations at Miller Park, as well as all necessary office supplies, including but not limited to a desktop facsimile machine, a desktop copier, and a desktop computer.

4. Term.

The term of this Agreement (the "Term") shall consist of the Initial Term and, if exercised, the Option Term. The initial term of this Agreement shall commence on February __, 2011, and shall terminate on November 30, 2012. (the "Initial Term"). The Parties shall have a mutual option (the "Option") to extend this Agreement for one additional two-year term commencing on December 1, 2012 and terminating on November 30, 2014 (the "Option Term"). In the event the Parties wish to exercise the Option, each party must notify the other in writing on or before December 1, 2012 of its desire to extend the Agreement for the Option Term. Any failure by a party to provide written notice of its intention to extend the Agreement for the Option Term shall be construed as such party's notice of its desire to terminate the Agreement. If the Option is not exercised, the Parties shall have no further obligation to one another, except as may otherwise be expressly provided for herein.

5. Fees.

a. The City shall be compensated for specially assigning MPD police aids, police officers, sergeants, and lieutenants in accordance with this Agreement at the actual overtime rate for each individual police aid, police officer, sergeant and/or lieutenant who provides services at Miller Park. The Parties understand that such pay rates may be the subject of union negotiations during the Term. As such, the Parties have mutually agreed upon rate caps for each category of employee for each contract year during the Term. As set forth herein, the Brewers shall remain, at all times during the Term, obligated to pay only the actual overtime rates paid to each individual who performs services at Miller Park during the Term (regardless of any rate differentials within a classification of employee).

b. The caps set forth herein shall represent the maximum rate that the Brewers shall be obligated to pay each classification of employee during the each year during the Term of this Agreement.

| | Rate at Time of Execution | 2011 Rate Cap | 2012 Rate Cap | 2013 Option Term Rate Cap | 2014 Option Term Rate Cap |
|-----------------|---------------------------|---------------|---------------|---------------------------|---------------------------|
| Police Aids | \$22.78 | \$24.16 | \$24.89 | \$25.64 | \$26.41 |
| Police Officers | \$45.97 | \$48.75 | \$50.20 | \$51.70 | \$53.24 |
| Sergeants | \$51.09 | \$54.21 | \$55.84 | \$57.51 | \$59.24 |
| Lieutenants | \$59.67 | \$63.30 | \$65.20 | \$67.16 | \$69.17 |

c. In the event that the hourly overtime rates in place at the time of the execution of this Agreement are adjusted in any way, based on a formal agreement between MPD or the City and the relevant unions, the Brewers must receive notice of such changes in writing, within five (5) business days of the change, and all invoices and supporting documentation submitted to the Brewers must similarly reflect such change. The Brewers shall be entitled to review the relevant portion of the final agreement entered into between MPD the relevant union(s) for purposes of verifying wage increases. In no event shall the Brewers be responsible for retroactive pay increases.

d. In the event rate increases for police aids, police officers, sergeants, and/or lieutenants exceed the caps set forth herein, the Brewers shall have the option to terminate this Agreement within thirty (30) days of receiving written notice of such rate increase, or MPD may elect to continue the Agreement, with the Brewers paying each category of employee at the cap rate for the relevant classification of employee, for the duration of the Initial Term or the Option Term, as the case may be. In the event the Brewers elect to terminate this Agreement as provided for in this Paragraph 5(d), any hours worked during the thirty (30) day period after receiving notice shall be compensated at the rate in place immediately before the Brewers' receipt of such notice.

e. The Brewers make no representation or guarantee as to the total amount to be paid to the City or MPD pursuant to this Agreement.

f. The Parties agree that the Brewers will pay MPD for up to five (5) hours per week of administrative work (e.g., scheduling of security officers) at the actual overtime rate of the two (2) individuals performing such administrative services hereunder. Such services/charges shall be clearly identified on all invoices as administrative charges.

6. Invoices.

a. MPD shall be responsible for maintaining complete and accurate books and records of all hours worked by police aids, police officers, sergeants and lieutenants assigned to provide services at Miller Park, pursuant to this Agreement. The Brewers shall have the right to request an audit of such books and records at any time during the Term.

b. The City shall submit invoices to the Brewers on a monthly basis, and such invoices must be received by the Brewers within seven (7) days of the last day of each month during the Term (e.g., the invoice for services provided in March must be received by the Brewers on or before Thursday, April 7, 2011). All invoices should be sent directly to Matt Kenny, Senior Director – Event Services, Miller Park, One Brewers Way, Milwaukee, Wisconsin 53214.

c. The monthly invoices shall reflect comprehensive information for all police aids, police officers, sergeants, and lieutenants assigned to Miller Park events under this Agreement in the previous month and any and all administrative costs for such month. The invoices shall clearly reflect the following information for each event/game date during the immediately prior month:

- i. The relevant game date;
- ii. The location each such individual was assigned to and worked for such game date (traffic vs. ballpark);
- iii. The name of each police officer, sergeant, or lieutenant working on the game date;
- iv. The rank of each such individual;
- v. The actual regular pay rate and overtime pay rate for each individual;
- vi. The number of hours worked for each such individual;
- vii. The total amount paid to each such individual for his/her work on the game date.

In addition, each monthly invoice should include the total amount charged to the Brewers for the immediately prior month.

d. Except as expressly provided for in Paragraph 2 hereof, any and all additional costs associated in any way with the performance of services hereunder, including but not limited to the cost of gasoline for law enforcement vehicles, transportation to and from Miller Park and standard law enforcement services shall be the sole responsibility of the City or MPD.

e. Payments shall be made within fifteen (15) days of the Brewers' receipt of an invoice, shall be made payable to the City of Milwaukee/MPD and shall be sent to: Police Administration Building, Budget & Finance Division, 749 West State Street – Room 714, Milwaukee, Wisconsin 53233.

7. Termination.

a. Either party may terminate this Agreement with or without cause upon delivery of written notice to the other party specifying that the Agreement shall be terminated as of an effective date no sooner than sixty (60) days following the date such written notice of termination is received by the non-terminating party. Upon such termination, the City shall be compensated for all special assignments provided prior to the effective date of termination.

b. The City may, at its option, terminate this Agreement upon failure of the Brewers to pay any amounts that may become due hereunder for a period of sixty (60) days following the submission of an appropriate invoice and supporting information, in the manner provided for herein. Upon such termination, the City shall be compensated for all special assignments provided prior to the effective date of termination.

c. If the City fails to fulfill any of its obligations under this Agreement in a timely and proper manner (including the improper issuance of invoices or supporting documentation), or violates any provisions of this Agreement, the Brewers shall thereafter have the right to terminate this Agreement by written notification delivered to the Chief specifying the alleged violation and the effective date of termination. The Chief shall thereafter have five (5) days to remedy the alleged violation. If the alleged violation is not remedied, to the satisfaction of the Brewers after said five (5) day period, the Brewers may terminate this Agreement for cause, effective as of such fifth day. As a complete alternative to termination, the Brewers retain the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial five (5) day cure period, or otherwise establish appropriate procedures to avoid future violations. Only in the event that the Brewers elect to continue under this Agreement shall it be liable to pay for services it believes were improperly performed during such preceding five (5) day period.

8. Liability.

The City and the Brewers, respectively, shall be solely liable for all acts undertaken by their employees, agents and officers. If either is sued as a result of acts or omissions by the other's agents, employees or officers, the responsible party shall fully indemnify the other party for all costs related thereto, including the payment of

reasonable attorney's fees. MPD represents to the Brewers that it will, at all times, perform the services described herein in accordance with the code of conduct and all standards, laws and other guidelines applicable to law enforcement officers. In the event an aid, officer or sergeant is the subject of a complaint or other dispute which may call into question the judgment or quality of services provided by such individual, the Chief will determine what, if any, disciplinary action is appropriate.

9. Independent Contractor.

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other in any respect.

10. Entire Agreement.

This Agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

11. Modification.

The parties hereto shall not amend, modify or supplement this Agreement, except by written instrument signed by the parties.

12. Assignment.

This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void, except that the Brewers may assign this Agreement to any party without the City or MPD's prior written consent provided that contemporaneously with such assignment the Brewers are merged or consolidated with such assignee or such assignee acquires all or substantially all of the assets of the Brewers.

13. Subservience.

Notwithstanding any other provision herein, this Agreement and the rights, exclusivities and protections granted by the Brewers to MPD hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (A) any present or future agreements or arrangements regarding the telecast, broadcast, recording

(audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, the American and National Leagues of Professional Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., Baseball Television, Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. (“MLBAM”), MLB Media Holdings, Inc., MLB Media Holdings, L.P., MLB Online Services, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the “MLB Entities”), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (B) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (C) any present or future agreements or arrangements entered into by the Brewers with the other Major League Baseball Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity); and (D) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.

14. Severability.

In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

15. Headings.

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

16. Jurisdiction.

Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief and MPD would have in the absence of this Agreement.

17. Applicable Law.

This Agreement shall be subject to and construed in accordance with the laws of the State of Wisconsin.

In witness hereof, the parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Police Chief Edward Flynn

COUNTERSIGNED:

Comptroller

MILWAUKEE BREWERS
BASEBALL CLUB, LIMITED
PARTNERSHIP

BY: MILWAUKEE BREWERS
HOLDINGS LLC

ITS GENERAL PARTNER

Rick Schlesinger
Executive Vice President –
Business Operations