

**LAW ENFORCEMENT SERVICES GRANT AGREEMENT –  
MILWAUKEE BREWERS BASEBALL CLUB**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Milwaukee, acting through its Chief of Police (“Chief”) and the Milwaukee Brewers Baseball Club Limited Partnership (“Brewers”).

Witnesseth:

Whereas, The Brewers have offered the Milwaukee Police Department (“MPD”) a grant for assignment of on-premise Milwaukee Police Department officers and sergeants at Miller Park during the Brewers home baseball games and all other scheduled special Miller Park events; and

Whereas, The Chief has indicated a willingness to provide special assignment of police officers and sergeants in accordance with the terms and conditions of this Grant 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 \_\_\_\_\_ to execute it on the Brewers’ behalf; and

Whereas, The Southeastern Wisconsin Baseball District which leases Miller Park to the Brewers has approved this Agreement at its meeting of \_\_\_\_\_;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. MPD officers and sergeants shall be provided for duty at Miller Park for all Milwaukee Brewers home baseball games and all other scheduled special events as hereinafter provided. Representatives of the Brewers and the Chief and/or her designee will jointly agree to MPD officer and sergeant staffing levels under this Agreement based upon a variety of factors for each home baseball game or special event. Such staffing levels shall allocate an acceptably-sized workforce, based on the past experience of the Brewers and the Brewers' need to control traffic flow in and around the Miller Park parking lots, inclusive of freeway exit ramp closures when parking lots reach capacity, and to patrol the interior areas of the stadium. Attached hereto as Exhibit A is a suggested level of staffing for interior stadium posts and parking lot motorcycle patrol during home baseball games. Attached hereto as Exhibit B is a suggested level of staffing for pre and post-game traffic and pedestrian management for home baseball games. Staffing levels for special events (such as concerts) shall be determined by the Chief, in consultation with the Brewers, and shall ultimately be submitted to the Brewers for final approval. One supervisor shall be appointed as the MPD contact person for each such special event. The suggested staffing levels set forth in Exhibits A and B are based upon the projected attendance for events and home baseball games and may be adjusted at any point during the term of this Agreement, by mutual agreement of the Brewers and 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 sergeants.

2. The Brewers shall provide the MPD with a room of sufficient size and configuration for operation of law enforcement services within Miller Park. This room shall serve as the command post for MPD operations at Miller Park. If arrestees are to be held at Miller Park, they will be detained in temporary holding cells consistent with Wisconsin Administrative

Code regulations for facilities of this nature. The Brewers agree to provide closed-circuit television and monitoring equipment for use by the MPD, in the Stadium Control Office, located next to what would be the MPD 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. The MPD shall provide all law enforcement equipment and supplies, including mobile, portable and control base radio equipment necessary for operations at Miller Park.

3. The term of this Agreement shall be for the period from 2004 to 2006.

4. The City shall be compensated for specially assigning MPD police officers and sergeants in accordance with this Agreement at the current overtime rate for top paid police officers and sergeants, to be adjusted annually to reflect pay increases. The City shall submit bills to the Brewers on a monthly basis. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers and sergeants assigned to Miller Park events under this Agreement in the previous month. Bills should be sent to \_\_\_\_\_ . Payments shall be made within 10 days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 W. State Street – Room 714, Milwaukee, WI 53233. Payments under this Agreement shall be contingent upon the presence of police officers and sergeants assigned under this Agreement at Miller Park as reported by the Brewers.

5. Either party may terminate this Agreement without cause upon delivery of a written notice to the other party specifying that the Agreement shall be terminated no sooner than 30

days after the delivery of the notice of termination. The City shall be compensated for all special assignments provided prior to the date of termination.

6. 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 60 days following the submission of appropriate billing and supporting documentation. Upon said termination, the City shall be paid the amounts due for all special assignments completed through the completed date of termination.

7. If the City fails to fulfill any of its obligations under this Agreement in a timely and proper manner 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 5 days to remedy the alleged violation. If the alleged violation is not remedied, to the satisfaction of the Brewers, after said 5 day period, the Brewers may terminate this Agreement for cause. 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 5 day cure period, or otherwise establish appropriate procedures to avoid future violations. In the event of termination, the Brewers will be liable for special police assignments completed through the date of termination and not for any uncompleted portion or for any materials or services purchased or paid for by the City for use in completing the requirements of this Agreement.

8. 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 others agents, employees or officers, the responsible party shall fully indemnify the other party including the payment of reasonable attorney's fees.

9. 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.

In Witness Whereof, The parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Police Chief Nannette Hegerty

COUNTERSIGNED:

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\_\_\_\_\_  
Comptroller

MILWAUKEE BREWERS  
BASEBALL CLUB LIMITED  
PARTNERSHIP

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