

**FRAMEWORK AGREEMENT WITH THE CITY OF MILWAUKEE**  
**FOR**  
**THE 2024 REPUBLICAN NATIONAL CONVENTION**

THIS FRAMEWORK AGREEMENT (this “City Agreement”) is entered into as of [\_\_\_\_], 2022 (the “Effective Date”), by and among (a) the Republican National Committee, an unincorporated political committee organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003, and inclusive of any committee or organization formed by the Republican National Committee to act as its agent for purposes of arranging and managing the Convention (the “RNC”); (b) 170 Freedom Milwaukee 2024 Host Committee, Inc., an IRS Section 501(c)(3) registered nonprofit corporation organized under the laws of the State of Wisconsin with its principal offices located at 112 E. Brown Street, Milwaukee, Wisconsin, 53212 (the “Host Committee”); and (c) the City of Milwaukee, a Wisconsin municipal corporation with its principal offices located at 200 East Wells Street, Milwaukee, Wisconsin 53202 (the “City”) (collectively, the “Parties” and each individually, a “Party”);

WHEREAS, the Host Committee submitted a proposal to the RNC in response to the Request for Proposals issued by the RNC seeking a host city for the 2024 Republican National Convention (the “Convention”) and has invited the RNC to hold the Convention in the City of Milwaukee; and

WHEREAS, the RNC desires to plan and implement and is vested with the operational and financial responsibility for the Convention; and

WHEREAS, the RNC, acting for and on behalf of the Republican Party, has accepted said invitation, subject to the execution and delivery of this City Agreement; and

WHEREAS, as of the Effective Date, the Host Committee is entering into a separate agreement with the Wisconsin Center District, a local exposition district created and existing pursuant to Chapter 229 of the Wisconsin Statutes (“WCD”) granting the RNC a license to use certain facilities in and around the City of Milwaukee for the Convention (the “Convention Center License Agreement”); and

WHEREAS, it is anticipated that the Convention will attract up to 50,000 people or more to the State of Wisconsin and to the Milwaukee metropolitan area (such area, the “Metropolitan Area”), will stimulate substantial economic development in the State of Wisconsin and in the Metropolitan Area and their environs and will generate substantial good will and other benefits for the State and the Metropolitan Area and their environs, including substantial opportunities for firms and for employment opportunities in the Metropolitan Area; and

WHEREAS, the City, the Host Committee and RNC are committed to achieving the maximum economic benefit for the State of Wisconsin and the City of Milwaukee; and

WHEREAS, the City, the Host Committee and the RNC recognize and agree that usage of local area labor and businesses, and of diverse and historically underutilized businesses, is of

critical importance, and the Host Committee shall take such into account in its hiring, retention and contracting practices in connection with the Convention; and

WHEREAS, as of the Effective Date, the Host Committee is entering into a separate agreement with Deer District LLC (the “Venue Company”) granting the RNC a license to use certain facilities in the City of Milwaukee for the Convention (the “Venue License Agreement”); and

WHEREAS, the City and the Host Committee shall secure insurance for the Convention and associated security obligations as set forth on Exhibit A hereto; and

WHEREAS, the City agrees that it shall work in good faith with the Host Committee and the RNC to identify and make available to the RNC those event facilities as venues for the Convention and uses related thereto as City may own and/or control; and

WHEREAS, the City agrees that it shall work in good faith with the Host Committee and the RNC to identify and make available to the RNC those parks, parking facilities and parking lots for use in connection with the Convention as City may own and/or control; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties agree as follows:

**1. THE CONVENTION**

1.1. The Convention. Subject to the terms and conditions of this City Agreement, the RNC agrees to hold the Convention during the Convention Period in the City of Milwaukee and the Metropolitan Area to select the Republican Party’s nominees for the offices of President and Vice President of the United States of America, and to take such other actions as the RNC may deem appropriate. In the event that the RNC, despite its reasonable best efforts, is not able to complete the Convention within the time period stated in the definition of “Convention Period,” the Parties will use their reasonable best efforts to extend the Convention Period for those facilities and with respect to those services that are essential to continue the Convention until the Convention adjourns *sine die* (the “Convention Period Extension”). A Convention Period Extension may also occur by the mutual written consent of all Parties. The City hereby confirms that as of or prior to the Effective Date, the Common Council has held a vote at a duly constituted meeting of the Common Council to approve this Agreement, the Convention, and the transactions contemplated hereby, and shall take no action to rescind, void, negate or terminate such vote, this City Agreement or the transactions contemplated by this City Agreement except in the case of the termination provisions provided herein.

1.2. Dates, Times, Venues, etc. The City and the Host Committee hereby acknowledge and agree that notwithstanding anything to the contrary contained in this City Agreement, the Venue License Agreement, the Convention Center License Agreement, or any other agreement related to the Convention, all dates, times and venues are subject to modification by the RNC in its reasonable discretion and with the written consent of the City and/or Host Committee, as may respect any particular date, time, or venue, and which consent(s) shall not be unreasonably withheld.

## 2. DEFINITIONS

For the purposes of this City Agreement, capitalized terms used herein shall be defined as follows:

“ADA” has the meaning set forth in Section 4.

“City” has the meaning set forth in the Preamble of this City Agreement.

“City Agreement” or “Agreement” has the meaning set forth in the Preamble of this City Agreement.

“City Cooperation and Assistance Agreements” has the meaning set forth in Section 3.14.

“City Indemnites” has the meaning set forth in Section 6.1.

“City Licensed Facilities” has the meaning set forth in Section 3.18.

“City Representative” has the meaning set forth in Section 3.3.

“City Telecom Assets and Services” has the meaning set forth in Section 3.17(a).

“COA” means the Committee on Arrangements, a committee of the RNC.

“Common Council” shall mean the City of Milwaukee Common Council.

“Confidential Information” has the meaning set forth in Section 11.14.1.

“Contractor” means any person or entity with whom any Party enters into a contract or a City Cooperation and Assistance Agreement for purposes related to the Convention.

“Convention” has the meaning set forth in the recitals of this City Agreement.

“Convention Center License Agreement” has the meaning set forth in the in recitals of this City Agreement.

“Convention Center Licensed Premises” means all areas, rooms and spaces of: (i) the Wisconsin Center, (ii) UW-Milwaukee Panther Arena, (iii) Miller High Life Theatre, (iv) the public surface parking lot between Wells Street and Kilbourn Avenue and (v) all spaces that are licensed to the RNC for the Convention under the Convention Center License Agreement.

“Convention Facilities” means and includes, collectively, all of the following: the Venue Licensed Premises; the Convention Center Licensed Premises; the Convention Hotels; Headquarter Hotels; the Convention Offices; any facilities or spaces constructed and provided or secured by the Host Committee for the RNC’s use as a media workspace; any facilities or spaces secured by the Host Committee for the RNC’s use as a media operations office; any private event venues secured by the Host Committee and assigned and/or occupied by the RNC; and any other venue or premises selected by the RNC, including, but not limited to, for the purpose of (a) conducting meetings of various committees, (b) engaging in other business and other activities

related to the Convention, (c) holding other similar events and (d) holding events sponsored by the RNC or the Host Committee, which events and activities are associated with but do not comprise the Convention (including Special Events).

“Convention Funds” has the meaning set forth in Section 3.2(a).

“Convention Hotels” means each hotel in the Metropolitan Area to be occupied by Convention attendees during the Convention Period.

“Convention Offices” means and includes, collectively, the facilities and spaces secured by the Host Committee and assigned and/or occupied by the RNC for use relating to the Convention, including the RNC headquarters office space, the credentialing operations office space, the transportation operations office space, the airport transportation operations office space, the media operations office space, the RNC headquarters hotel office space, the RNC meeting space, the auditorium space and the volunteer staging space.

“Convention Period” means the period beginning 12:01 a.m. Local Time (as defined below) on the day that is six (6) days prior to the opening session of the Convention and extending through 12:00 midnight Local Time on the sixth (6<sup>th</sup>) day following the last session of the Convention, which such period will be determined by the RNC on or before December 31, 2022 (or such later date as mutually agreed to by the City and the RNC in writing) and be in one of the three following slots: either (i) beginning at 12:01 a.m. Local Time on July 9, 2024, or later and ending at 11:59 p.m. Local Time on July 25, 2024; or (ii) beginning at 12:01 a.m. Local Time on August 13, 2024, or later and ending at 11:59 p.m. Local Time on August 29, 2024; or (iii) beginning at 12:01 a.m. Local Time on August 20, 2024, or later and ending at 11:59 p.m. Local Time on September 5, 2024.

“Convention Period Extension” has the meaning set forth in Section 1.1.

“Convention Week” means the period beginning at 12:01 a.m. Local Time on the day that is three (3) days prior to the opening session of the Convention and extending through 12:00 midnight Local Time on the day following the last session of the Convention.

“Effective Date” has the meaning set forth in the Preamble of this City Agreement.

“Excess Security Costs” has the meaning set forth in Section 3.16.

“Force Majeure Event” has the meaning set forth in Section 11.20.

“Headquarter Hotels” means the hotel or hotels designated by the RNC as its headquarters for the Convention.

“Host Committee” has the meaning set forth in the Preamble of this City Agreement.

“Host Committee Indemnitees” has the meaning set forth in Section 6.2.

“Insured Parties” has the meaning set forth in Section 6.3.

“Local Time” means the local time in the Metropolitan Area, which will be Central Daylight Time during the Convention Period.

“Losses” means any and all claims, demands, settlements, judgments, liabilities, obligations, litigation expenses, losses, penalties, damages, charges, costs and expenses, including fees and disbursements of accountants or attorneys.

“Metropolitan Area” has the meaning set forth in the recitals of this City Agreement.

“[Milwaukee 2024 Host Committee]” has the meaning set forth in the Preamble of this City Agreement. **[name of Host Committee will be supplied]**

“News Media Work Space” shall mean the Convention Center Licensed Premises or other Convention Facility as chosen by the RNC (provided that such location can reasonably be included within the secured perimeter established by the Security Plan or within a reasonable distance thereof), or some combination of such facilities, as decided by the RNC in its sole discretion, as well as all parks and parking lots owned or controlled by the City that surround such facilities and including auxiliary areas for trailer parking and satellite truck parking.

“Official Convention Event” means each event, activity, or meeting sponsored by the RNC or the Host Committee, which events, activities and meetings are associated with but do not comprise the Convention.

“Official Convention Event Venue” means each venue designated by the RNC to be used to carry out Official Convention Events.

“Parties” and “Party” have the meaning set forth in the Preamble of this City Agreement.

“RNC” has the meaning set forth in the Preamble of this City Agreement.

“RNC Indemnitees” has the meaning set forth in Section 6.2.

“RNC Intellectual Property” has the meaning set forth in Section 5.1.

“Security Grant” has the meaning set forth in Section 3.16.

“Security Plan” has the meaning set forth in Section 3.5.

“Special Event” means an event or activity sponsored by an entity or organization other than the RNC or the Host Committee, which event or activity is associated with but does not comprise the Convention.

“Special Event Venue” means each venue that may be used under this Agreement to carry out Special Events.

“Subcontractor” means any subcontractor to a Contractor, at any tier.

“Substantial Material Breach” has the meaning set forth in Section 11.20.

“Technology and Telecommunications Plan” has the meaning set forth in Section 3.17(a).

“Traffic Control Plan” has the meaning set forth in Section 3.12.

“USSS” means the United States Secret Service.

“Venue Company” has the meaning set forth in the recitals of this City Agreement.

“Venue License Agreement” has the meaning set forth in the recitals of this City Agreement.

“Venue Licensed Premises” shall mean the Fiserv Forum and all parking lots and other buildings and areas of any kind as set forth in the Venue License Agreement, for which Deer District LLC grants to the RNC a license and privilege to use for the Convention pursuant to Section 1.1 of the Venue License Agreement.

“WCD” has the meaning set forth in the recitals of this City Agreement.

### **3. GENERAL OBLIGATIONS OF THE CITY AND HOST COMMITTEE**

3.1 City Obligations. The City agrees to fully and timely perform all the obligations of the City set forth in this City Agreement and to use its best efforts within the applicable bounds of Federal law, Wisconsin law, the City Charter and its Code of Ordinances to assist the Host Committee in performing its obligations under this City Agreement.

3.2 Host Committee Obligations. The Host Committee hereby agrees to fully and timely perform all obligations set forth in this City Agreement to be performed by it and to use its best efforts to assist the City in performing its obligations under this City Agreement.

(a) *Convention Funds.* With the exception of the Security Grant, the Host Committee shall be solely responsible for raising the sum of all necessary funds (the “Convention Funds”) and Excess Security Costs to account for all costs and expenses it incurs in hosting the Convention, all pursuant to a budget (and schedule) to be further discussed and agreed between the RNC and the Host Committee. Within six (6) months of the Effective Date, the Host Committee’s financial obligations shall be assured through a guaranty agreement providing for the guaranty of the Host Committee’s financial obligations obtained at least one (1) year from the date of the start of the Convention. The guaranty must be supported by a combination of an acceptable Letter of Credit from a federally insured banking institution and an earnest money deposit. The guaranty agreement must cover all financial obligations resulting from the Convention, and the Letter of Credit and earnest money deposit must be available to be drawn upon automatically to make up any deficit in funds received (not merely committed) by the applicable deadline set forth in the budget timetable and until all such financial obligations are satisfied.

(b) For the avoidance of doubt, neither the RNC, nor the City shall be responsible for raising the Convention Funds or paying for the Host Committee’s obligations, which shall be the sole responsibility of the Host Committee.

(c) *Additional Non-Financial Obligations.* For a period of six (6) months from the Effective Date, the Host Committee and the RNC shall negotiate in good faith to reach agreement on the additional non-financial obligations of the Host Committee to the RNC, including such provisions as the RNC shall require for the provision of office space; administration; parking; access to key venues; security; transportation; and other matters necessary or appropriate to host the Convention. A non-exclusive list of the key Host Committee obligations, to be more fully defined and agreed between the Host Committee and the RNC, is set forth on Exhibit E hereto. During such six (6) month period, the Host Committee shall also work to obtain such other contracts and instruments as may be requested by the RNC, as well as such other venues as the RNC may request.

3.3 City Representative. The City hereby agrees to appoint one person, subject to the approval of the RNC (the “City Representative”), to serve as the RNC’s and Host Committee’s point of contact with respect to all City matters. The City agrees that the City Representative shall have the authority to make changes and modifications to this City Agreement that do not materially affect the terms of the City Agreement without the need to submit the changes to the Common Council or legislative body for official approval.

3.4 Permits. The Host Committee agrees to apply for and secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants required for the use of the Convention Center Licensed Premises, the Venue Licensed Premises and any other Convention Facilities. The City hereby agrees to reasonably expedite the review and approval process for any and all permits, variances, licenses or other approvals to the extent necessary to permit the construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention to be completed in accordance with the schedules and deadlines specifically set forth in, or otherwise contemplated by, this City Agreement, the Venue License Agreement or any other agreement entered into by the Host Committee or the RNC with respect to the Convention. The City shall designate an appropriate City official within thirty (30) days of the Effective Date to serve as principal point of contact for the RNC, Venue Company and the Host Committee with respect to such permitting matters.

3.5 Security Plan. During the Convention Period, the City will provide police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as designated in a security plan developed by the City in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including, but not limited to, the U.S. Secret Service (the “USSS”), and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the RNC and the Host Committee (the “Security Plan”). The City will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Facilities and attending Convention-related activities in the Metropolitan Area. The City specifically agrees to increase its usual complement of such personnel or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Security Plan. Without limiting the generality of the forgoing, the City shall, during the Convention Period provide, to the reasonable specifications of the RNC and the USSS:

- (a) police escorts for all RNC personnel delivering credentials to state delegations and the media at their respective hotels;
- (b) armed security patrols for each of the Convention Offices from the date each such office is open for operations through and including the last day of the Convention Period;
- (c) armed security patrols for any parking lot or transportation staging area in which RNC-owned or operated vehicles are stored in bulk, throughout the period of such storage;
- (d) security at the Headquarter Hotels and other Convention Hotels in the Metropolitan Area, during the Convention Period;
- (e) special security protection for delegates and other dignitaries to be identified in accordance with the Security Plan; and
- (f) ensure that its security personnel demonstrate appropriate disability etiquette in conformance with City's disability etiquette training in performing its obligations under this City Agreement.

Notwithstanding the foregoing, the Host Committee will provide: (i) private security within the Convention Center Leased Premises to assist in securing property, equipment and supplies prior to and after the Convention Period; (ii) such safes and secured storage facilities as needed for RNC equipment; (iii) such alarm systems, photo identification / digital access systems and package scanners as may be needed for the Convention offices; and (iv) such other facilities, equipment, software, staff and resources as may be required under this Agreement.

3.6 Equipment. As part of and as provided in the Security Plan, the City agrees to provide, if required by the RNC and the Security Plan, to supplement security equipment and personnel customarily provided by the operators of the Convention Facilities:

- (a) installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Facilities, including the Convention Center Licensed Premises, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention attendees into the Convention Facilities, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan;
- (b) central station monitored security systems for all Convention Offices and the Venue Licensed Premises, to be in place and fully operational no less than three (3) days prior to the date of occupancy and for the duration of the entire occupancy period. The City shall provide a private network of IP security cameras in and around all Convention Offices so that RNC security



staff may securely monitor in and around Convention Offices from any location via an Internet connection; and

- (c) an adequate number of safes, security containers, and storage facilities for RNC equipment in accordance with RNC requirements.

3.7 Fire and EMS. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall provide firefighting and emergency medical services as reasonably necessary. The City shall also negotiate and enter into City Cooperation and Assistance Agreements, as are deemed necessary by the City, in accordance with Section 3.14 with the relevant fire marshals and similar authorities in the Metropolitan Area guaranteeing the cooperation of such authorities for a successful Convention and setting forth such other terms for the Parties' interactions with such authorities.

3.8 Public Streets and Walks. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall restrict to exclusive use of the RNC, appropriate security and EMS personnel, and such other persons as the City, RNC and the USSS may authorize, such streets and sidewalks as may be designated in the Security Plan for purposes of protecting public safety and facilitating transportation flow. The City shall erect and place such fences and other barricades when and as may be provided in the Security Plan.

3.9 Demonstration Area and Parade Route. To the extent permitted by law, the City shall provide security for an appropriate demonstration area and parade route within appropriate proximity of the Venue Licensed Premises and shall be responsible for scheduling and issuing any required permits for all activity to take place within such demonstration area, in accordance with the Security Plan. The Parties acknowledge that such parade and demonstration routes/locations may also be subject to approval by Milwaukee County.

3.10 Security Liaison. The City shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the RNC, and Venue Company personnel, to cooperate with the United States Department of Homeland Security (and its subsidiary divisions and agencies, including, but not limited to, the USSS) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, Venue Company or the RNC may provide within and without the Convention Facilities. The City-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning on January 1, 2024 through the conclusion of the Convention Period.

3.11 Transportation Liaison and Planning. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all transportation services and to serve as liaison with RNC, Host Committee, WCD and Venue Company personnel commencing on the Effective Date. The City shall create a transportation planning group, to include the appropriate City departments (e.g. police, public transit authority, public works, taxicab oversight) and Milwaukee County Transit System, to help plan and implement the provision of the transportation services contemplated in this City Agreement, to ensure safe and efficient

transportation for Convention participants, and to help design plans for overall transportation coordination during the Convention Period.

3.12 Transportation Obligations; Traffic Control Plan. The City agrees to cooperate with the RNC, the Host Committee and the Convention's transportation providers. Furthermore, the City shall provide unlimited free rides on the Milwaukee Streetcar for Convention attendees and the public during the Convention Period. The City, in consultation with the RNC, the Host Committee and the U.S. Secret Service, will develop and implement a transportation and traffic control plan (the "Traffic Control Plan") for the Convention that may include the closing of streets. The City will assign an appropriate official or consultant to assist in planning, coordinating and implementing all traffic control services and to serve as liaison with the RNC, the Host Committee, any consultants engaged by the Host Committee at the RNC's direction. The City shall assign such additional personnel as are reasonably required to help plan and implement the transportation services required for the Convention, and to help design plans for overall transportation coordination during the Convention. The City, at no cost to the RNC, shall provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Facilities, City Licensed Facilities, and the Special Event Venues used by the RNC pursuant to this Agreement, each of the hotels housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the RNC of space sufficient for the parking of buses as close as possible to the Convention Center Licensed Premises to permit convenient and efficient debarkation and embarkation to and from the Convention Center Licensed Premises. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Center Licensed Premises, and the other Convention Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public byways, the provision of restricted traffic lanes.

3.13 Enforcement of Taxicab Rates; Cost Controls on Self-Service, Attendant and Valet Parking. The City agrees to enforce any fare rates that may currently exist as of the Effective Date in the City's licensing ordinance and other regulations for regularly scheduled and chartered bus service, limousine service, and taxi service in the City during the Convention Period which shall be no higher than the most favorable rates in effect for such services as of the Effective Date. The Host Committee shall obtain appropriate written commitments of private bus companies, limousine companies, and taxi companies as much as may be requested by the RNC from time to time. In addition, the City shall take such actions as are necessary to permit Uber, Lyft or similar reputable ride share services to operate in the Metropolitan Area during the Convention Period. The Host Committee agrees to use best efforts to secure the agreement of hotel and non-City venues providing hotel accommodations, Official Convention Event Venues and Special Event Venues, as applicable, that their vehicle parking rates and valet parking rates during the Convention Period are reasonable and consistent with the rates charged for non-special events during the prior calendar year.

3.14 City Cooperation and Assistance Agreements. Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of the City's obligations under the City Agreement, the City shall prepare, in consultation with the Host Committee and the RNC, cooperation and assistance agreement(s) to be entered into by the

City and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations (the “City Cooperation and Assistance Agreements”), and shall use its best efforts to bring those agreements to fruition. The City Cooperation and Assistance Agreements shall confirm that the signatories will cooperate and assist the City as necessary in fulfilling its obligations, including but not limited to the expediting of permits set forth in Paragraph 3.4. The City Cooperation and Assistance Agreements shall be executed as soon as reasonably practicable after the Effective Date with the understanding that many of the terms of the City Cooperation and Assistance Agreements will depend upon the contents of the Security Plan and that the ultimate execution of such agreements is dependent upon the cooperating municipalities, counties, and/or state agencies.

3.15 Gavel-to-Gavel Coverage. The City shall make its best efforts to broadcast, and live web stream, the Convention proceedings on the City-owned or public access cable station to the reasonable specifications of the RNC, including but not limited to that such program be closed captioned.

3.16 Limitation of City Obligations. Except as specifically provided in this Section 3.16, the City shall be obligated to provide any goods, facilities or services, and to expend any amount for the provision of such goods, facilities or services, in each case as required by the terms of this City Agreement. Nothing in this Agreement shall be construed as a waiver of City’s usual and customary permit or application fees. It is contemplated that any amounts required to be expended by the City for security (including, but not limited to the cost of police liability insurance, staffing and the purchase of equipment to meet the requirements of the Security Plan) under this Agreement in excess of amounts that would normally and commonly be expended by the City for general policing requirements in the City under normal operations (“Excess Security Costs”) may be funded or reimbursed through grants from the United States government in an amount and under terms reasonably consistent with past presidential nominating conventions, which is anticipated to be approximately \$50,000,000 (the “Security Grant”) and that the obligations of the City under this Agreement may be met in part through the provision of services and personnel in-kind by United States government agencies pursuant to designation of the Convention as a National Special Security Event. Solely to the extent that any Excess Security Costs are not funded or reimbursed through the grants and in-kind provision of services and personnel contemplated in this Section 3.16, the Host Committee shall be obligated to either directly pay for, or reimburse the City for, those Excess Security Costs. The City shall use its reasonable good faith commercial efforts to keep security related spending in connection with the Convention within the amount of the Security Grant and shall keep the Host Committee reasonably informed regarding same, consistent with the City’s paramount obligations to keep people safe during the Convention.

3.17 Technology and Telecommunications Services.

(a) The City will reasonably cooperate with the Host Committee and the RNC in the development and implementation of a technology and telecommunications plan (the “Technology and Telecommunications Plan”). Such cooperation may include the use of City owned or controlled technology assets, lines, utilities, cables, service areas, panels, junctions, contract rights or equipment useful for purposes of the Convention (“City Telecom Assets and Services”), taking into account the impact on City operations, security risks, cost and the City’s contractual obligations. Notwithstanding any other provision in this City Agreement, the Parties agree that

the City will not charge the Host Committee or the RNC for any reasonable use of City Telecom Assets and Services, except to the extent such use results in Excess Security Costs to the City that are not funded by the Security Grant, or to the extent that charges and/or permits are required by applicable law, ordinance or regulation. The City shall provide the RNC with a list of any contracts which gives a third party exclusive rights related to the City Telecom Assets and Services or with respect to the Convention Facilities during the Convention Period and shall cause such rights to be waived at no cost to the Host Committee or RNC. To the extent that the City provides any equipment to the Host Committee or the RNC as part of the Technology and Telecommunications Plan, the Host Committee agrees to promptly return to the City such equipment after the Convention Period, in good and operable condition, reasonable wear and tear excepted.

(b) The Host Committee will pay for and provide for all other technology needs relating to the Convention, including without limitation all computers, computer networks (local area and wide area), servers, cloud platforms, cabling, software licenses and maintenance agreements, printers, copiers, scanners, cameras, projectors, email systems, directors, computer aided design systems, Internet, text service, voting and credentialing service, electronic wire services, security systems and equipment (including but not limited to network intrusion detection, firewalls, log and system reviewing tools, auditing and other tools), helpdesk, human resources software, multimedia editing software, backup systems, and all necessary installation, implementation and operational personnel.

3.18 License to City Licensed Facilities. The City shall work in good faith with the Host Committee and the RNC to identify and make available to the RNC those City-owned and controlled facilities that may be useful to the RNC, Host Committee, or to accommodate the Security Plan, at such times and under such terms as the Parties may agree in writing.

3.19 City Parks and Parking Lots. The City shall work in good faith with the Host Committee and the RNC to identify and make available to the RNC those parking spaces in City-owned parking structures and lots that may be useful to the RNC and/or the Host Committee at such times and under such terms as the parties may agree to in writing. The Parties anticipate that such parking facilities shall be sufficient for parking of approximately 2,500 cars, and adequate parking for volunteers working during the Convention. Such parking facilities shall be adequately lighted, staffed, and maintained as reasonably directed by the RNC and at the sole cost of the City. Use of such parking lots shall be subject to standard fees and other standard terms required by the City for the use of such City facilities (which such fees shall not exceed standard rates for use of such lots in connection with other tourism events in the Metropolitan Area from time to time). If the RNC notifies the City at least ninety (90) days before the beginning of the Convention Period that such use is not required, then the right to such use will be released, and neither the RNC nor the Host Committee will incur any fees related thereto. The Host Committee shall be responsible for securing parking for no less than 350 buses under such terms as the Host Committee and the RNC may agree in writing.

3.20 Additional Areas. The Host Committee shall make available to the RNC the following spaces: a workspace of no less than 30,000 square feet in or adjacent to the Convention Center Leased Premises to be used for pre-construction and assembly; and a surface parking lot or secured street adjacent to or near the Convention Center Leased Premises to be used as a marshalling yard and storage site for up to forty (40) tractor trailers.

#### **4. PERSONS WITH DISABILITIES**

The City and the Host Committee shall endeavor in good faith to ensure that all of the Convention Facilities, transportation and communications services and other spaces, structures, services and facilities of whatsoever nature to be provided or procured by the City and the Host Committee, respectively, under this City Agreement shall meet the applicable requirements of the Americans with Disabilities Act of 1990, as amended (“ADA”) and the applicable provisions of local laws, including the applicable building codes and other applicable provisions of the Wisconsin Statutes and Wisconsin Administrative Code. In the event that it is determined by an agency or court of competent jurisdiction, prior to or during the Convention Period, that any modification or alteration to any of the Convention Facilities must be made to meet such requirements, the Host Committee shall be responsible for procuring such modification or alteration at their sole expense.

#### **5. INTELLECTUAL PROPERTY AND MERCHANDISING**

5.1. It is understood and agreed that, as among the RNC, the City and the Host Committee, and any Contractor of each, the RNC shall exclusively own any and all (the following, collectively, the “RNC Intellectual Property”): copyright, trademark and other intellectual property rights in and to the Convention proceedings, the production of the Convention, all elements of the production of the Convention and of the production design of the Venue Licensed Premises, and in and to the official Convention logo and any other designs or logos developed by or for the RNC for use in connection with the Convention, including, but not limited to, all personal information about any individuals, all records of visitors to any Convention related website in all forms, all email addresses, cookies, etc. associated with any visitor to any Convention related website, work product, designs, files, lists, documents, artwork, computer records, websites, code, and other materials in any medium submitted, created, developed, produced and/or obtained by the City or the Host Committee in furtherance of work performed for the RNC, as well as any underlying concepts or components contained within those materials. All of the proceedings, designs, logos, works and marks referred to or described in the preceding sentence shall become and remain the exclusive property of the RNC and, to the extent permitted by law, shall be deemed works for hire created for the RNC for purposes of the Copyright Law of 1976 and all copyright and any other rights in and to such writings and materials shall belong to the RNC. The City and the Host Committee agrees to execute and deliver any instrument of conveyance or any other instrument or document necessary to transfer all such rights to the RNC. The RNC agrees to negotiate in good faith with the Host Committee an agreement under which the Host Committee may use a design or logo referring to the Convention or incorporating elements of the official Convention logo, provided that such agreement may restrict the Host Committee’s rights as may be reasonably necessary to protect the value of the intellectual property rights described in the first sentence of this Article 5. The RNC agrees to negotiate in good faith with the City an agreement under which the City may use a design or logo referring to the Convention or incorporating elements of the official Convention logo for use in promoting the City or the Metropolitan Area and for other governmental purposes. Irrespective of the foregoing, the City may include RNC Intellectual Property in documents that are presented to or considered by the Common Council, its Committees, or other City officials, if RNC intellectual Property was by its nature a required part of such documents; in which case such documents or records may become Public Records pursuant to Section 11.16 “Public Records.” Additionally, the RNC shall not own nor have the rights to:

any data, records, email addresses, cookies, etc. created by or for, in each case, specifically and exclusively, any City-owned or – operated website, computer system, email system, application, server, hosted vendor, cloud-based data storage, or database (including but limited to police and fire records and the records of other City security officers or transportation or permitting officials or employees). Irrespective of the foregoing, all Parties shall comply with Section 11.16 “Public Records.” To the extent any portion of this Section 5.1 conflicts with Section 11.16, Section 11.16 shall control.

5.2. The RNC or its designee(s) shall have the sole and exclusive right to sell or otherwise distribute, throughout the world, any program or other publications, novelty or souvenir of or pertaining to the RNC Intellectual Property, the Republican Party, the RNC, or any of their affiliated organizations, the Convention, the attendees, or any candidate of the Republican Party, including, but not limited to, within the Convention Center Licensed Premises and the Venue Licensed Premises. Neither the City nor the Host Committee shall, without the express prior written approval of the RNC, sell, distribute, or promote any merchandise that would infringe or violate any exclusive copyright, trademark or other intellectual property right of the RNC (or its exclusive licensee(s)).

## **6. LIABILITY, INDEMNIFICATION AND INSURANCE**

6.1. Indemnification of the City. The Host Committee agrees to defend, indemnify and hold harmless the City and their intergovernmental partners, together with their elected officials, directors, officers, employees, agents, attorneys, volunteers, Contractors, consultants and consulting staff (collectively, the “City Indemnitees”), from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the RNC, the Host Committee or any other person or entity using the Convention Facilities;

(b) performance by the Host Committee or the RNC of their respective obligations under this City Agreement, the Venue License Agreement, the Convention Center License Agreement and any other agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this City Agreement or any other agreements entered into by the Host Committee or the RNC; or

(c) any other acts or omissions of the Host Committee, the RNC, Venue Company, WCD or their respective officers, managers, employees, agents, Contractors, other contractors, Subcontractors or vendors at any tier.

The indemnity in this Section 6.1 shall not extend to acts or omissions that are solely the result of negligence or willful misconduct of the City Indemnitees.

6.2. Indemnification by the City. The City and the Host Committee jointly and severally agree to indemnify and hold harmless the Republican Party, the RNC and their respective affiliates, together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the “RNC Indemnitees”) and the Host Committee and

its directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the “Host Committee Indemnitees”), from and against any and all Losses which may be imposed upon, incurred by or asserted against the RNC Indemnitees and Host Committee Indemnitees in any matter both (1) arising from or related to this City Agreement, including but not limited to any breach thereof by the City and- (2) caused by the City’s or one of its employees’ or officers’ negligent acts or omissions with the scope of their employment and to the extent the City is liable under applicable Wisconsin statutory or common law. For sake of clarity, in no case shall the City be liable to Host Committee or RNC for: (1) any acts or omissions of its employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §895.46(a) or for which the City was not properly provided a notice of claim and notice of injury pursuant to Wis. Stat § 893.80, (2) nor shall City be liable to RNC or Host Committee for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which City is immune pursuant to statutory or common law defenses or immunities or (3) for any amount in excess of any statutory limit of liability.

6.3. Insurance. No later than six (6) months before the Convention, the Host Committee shall obtain, at its cost, insurance coverage in such amounts and forms as the City and the RNC shall mutually agree, but not less favorable in amount or coverage than as shown on Exhibit A, or as City and RNC may otherwise agree in writing, and shall provide upon request to the RNC or the City, as applicable, one or more certificates of insurance evidencing such insurance coverages. Except for workers’ compensation, each of the insurance coverages shall name the RNC, the Host Committee and the City as additional insureds or loss payees (collectively, the “Insured Parties”). Payment and full satisfaction of any and all deductibles owed as to any of the insurance coverages obtained by the Host Committee shall be the sole responsibility of the Host Committee, and the Host Committee’s failure to comply with this provision shall be deemed a failure to procure insurance coverages in conformance with this Section 6.3. Notwithstanding any other provision in Article 6, the Host Committee shall defend, indemnify and hold harmless the Insured Parties for any and all Losses incurred by the Insured Parties which are directly or indirectly related to the Host Committee’s failure to procure insurance coverages in conformance with this Section 6.3. Separately, the City shall procure its own insurance coverage in types and amounts to be determined by the City. Should the RNC, City or Host Committee learn that the market shall only support one policy for any particular risk, the RNC, City and Host Committee shall immediately inform the other Parties, and shall work together in good faith to reach a mutually agreeable resolution. In no case shall the RNC or Host Committee “hold quotes” for any particular risk that will prohibit the City from obtaining a policy for a similar risk.

6.4. Terms of Insurance Policies. All policies of insurance procured by the Host Committee shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this City Agreement, shall require at least thirty (30) days’ written notice to the RNC and the City prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend the Insured Parties. No policy procured by the Host Committee shall impose any obligation upon the RNC and the City whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the Insured Parties, as applicable.

6.5. Limitations of Liability.

(a) Neither the RNC nor the City shall be liable to the Host Committee for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under any other associated agreements in connection herewith.

(b) The RNC is an unincorporated association created by The Rules of the Republican Party adopted by the 2020 Republican National Convention in Charlotte, North Carolina. The members, officers, employees, and agents of the RNC and of all committees thereof shall not be personally liable for any debt, liability, or obligation of the RNC or of any such committee. The Host Committee will ensure that all persons, corporations, or other entities extending credit to, or contracting with, or having any claim against, the RNC or any committee thereof in connection with the Convention will look only to the funds and property of the RNC or any committee thereof for payment of any such contract or claim or for payment of any debt, damages, judgment, or decree or any money that may otherwise become due or payable to them from the RNC or from any such committee.

(c) Nothing in this City Agreement shall be construed to deem any Party to be a partner, joint venturer, employee, or agent of any other Party, it being intended that each such Party is and shall remain an independent party solely responsible for its own actions. Except as may be specifically provided for in this City Agreement, no Party shall be liable under any contract or obligation of any kind, or other legal theory, for any of the other Parties, except with respect to those contracts or obligations which a Party may have separately entered into, or for any acts or omissions of any other Party, or any other Party's respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier. This City Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this City Agreement, may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any Party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto under this Agreement or for any claim or action based on, in respect of or by reason of the transactions contemplated hereby.

## **7. COMPLIANCE WITH LAWS**

Each of the Parties shall comply, and assure that any agents, Contractors, other contractors, Subcontractors and vendors engaged by them in the performance of this City Agreement comply, with all applicable federal, state and local laws and regulations, including: the ADA; all campaign finance laws; laws relating to fair employment practices; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and all other applicable laws. If applicable, the City shall use its best efforts to comply, to the extent applicable, with provisions of the Federal Election Campaign Act, the Presidential Election Campaign Fund Act, and the regulations of the Federal Election Commission promulgated thereunder, including, without limitation, 11 C.F.R. §§ 9008.8(b)(1) and (2); 9008.52; and 9008.53. In connection with the performance of work under this City Agreement, no Party shall (i) discriminate against any person, or (ii) refuse to hire or promote, or discharge or demote, or discriminate in matters of compensation against any person otherwise



qualified, in either case solely because of that person's race, color, creed, religion, sex, gender identity or expression, age, national origin, military status, physical or mental disability, marital status, sexual orientation, ancestry, lawful source of income, victimhood or domestic abuse of sexual assault, HIV status, domestic partnership, homelessness, familial status, or any other legally protected basis, or an individual affiliation or perceived affiliation with any of these categories. The Parties further agree to insert the foregoing provision in all contracts entered into in furtherance of the transactions contemplated by this City Agreement. Irrespective of the foregoing, the City agrees that it shall request that all intergovernmental partners comply with this Section 7, but shall not be liable for the actions or omissions of any intergovernmental partner, nor shall such acts or omissions of an intergovernmental partner be considered a breach of this City Agreement.

## **8. REPRESENTATIONS AND WARRANTIES OF THE HOST COMMITTEE**

The Host Committee hereby represents and warrants to each of the other Parties as follows:

8.1. The Host Committee has full legal right, power and authority to enter into and perform this City Agreement.

8.2. The Host Committee has taken all corporate action to authorize and approve the execution, delivery and performance of this City Agreement on behalf of the Host Committee.

8.3. This City Agreement has been duly and validly authorized, executed and delivered by the Host Committee and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the Host Committee enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

8.4. The execution, delivery, and performance of this City Agreement by the Host Committee does not conflict with, or constitute on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation and/or bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the Host Committee is party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

8.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to the Host Committee's knowledge, threatened, against or affecting the Host Committee, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this City Agreement.

8.6. Neither the Host Committee nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement.

**9. REPRESENTATIONS AND WARRANTIES OF THE CITY**

The City hereby represents and warrants to each of the other Parties as follows:

9.1. The City has full legal right, power and authority to enter into and perform this City Agreement.

9.2. The City has taken all action to authorize and approve the execution, delivery and performance of this City Agreement on behalf of the City pursuant to Common Council Resolution No. \_\_\_\_, approved on \_\_\_\_, 2022.

9.3. This City Agreement has been duly and validly authorized, executed and delivered by the City and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

9.4. The execution, delivery, and performance of this City Agreement by the City does not conflict with, or constitute on the part of the City, a violation of, breach of, or default under any provision of its Charter, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the City is party or by which the City is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties.

9.5. To the City's knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or threatened, against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this City Agreement.

9.6. Neither the City nor any person on its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this City Agreement pertains, shall have any personal interest, direct or indirect, in this City Agreement. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this City Agreement shall have any personal interest, direct or indirect, in this City Agreement.

**10. REPRESENTATIONS AND WARRANTIES OF THE RNC**

10.1 The RNC hereby represents and warrants and covenants to each of the other Parties as follows:

- (a) The RNC has full legal right, power and authority to enter into and perform this City Agreement.
- (b) The RNC has taken all corporate action to authorize and approve the execution, delivery and performance of this City Agreement on behalf of the RNC.
- (c) This City Agreement have been duly and validly authorized, executed and delivered by the RNC and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the RNC enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.
- (d) Neither the RNC nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement.

## **11. MISCELLANEOUS PROVISIONS**

11.1 Further Assurances. Each of the Parties agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and file such further documents, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this City Agreement. Such actions shall include fully and effectively settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this City Agreement by any Party.

11.2 Relationship of the Parties. Nothing in this City Agreement shall be construed to constitute any Party to be a partner, joint venturer, employee or agent of any other Party, nor shall any Party have authority to bind the other in any respect, it being intended that each Party shall remain an independent contractor, and except as otherwise provided herein, solely responsible for its own actions. The RNC, the City, and their affiliated organizations shall not be liable under any contracts or obligations of the Host Committee apart from this City Agreement, or for any acts or omissions of the Host Committee or its officers, directors, members, employees, agents, Contractors, Subcontractors or vendors at any time. The Host Committee and the City shall not be liable under any contracts or obligations of the RNC apart from this City Agreement, or as may be applicable to the Host Committee, the Venue License Agreement and the Convention Center License Agreement, or for any acts or omissions of RNC or its officers, directors, employees or agents at any time, except as otherwise specifically provided herein or therein.

11.3 Notices. Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (a) five (5) days after deposit in the United States mails by registered or certified mail, postage prepaid, return receipt requested, (b) when sent after receipt of confirmation or answerback if sent by telecopy, or other similar facsimile transmission, (c) one (1) day after deposited with a reputable overnight courier with all charges prepaid, or (d) when delivered, if hand-delivered by

messenger, all of which shall be properly addressed to the Party to be notified and sent to the address or number indicated as follows:

If to City:

Commissioner Lafayette Crump  
City of Milwaukee Department of City Development  
200 E. Wells Street, Room 201  
Milwaukee, WI 53202  
Telephone: 414-286-5800  
[Email: Lafayette.Crump@milwaukee.gov](mailto:Lafayette.Crump@milwaukee.gov)

With copies (which shall not constitute notice) to both:

Milwaukee City Attorney's Office  
Assistant City Attorney Andrea Fowler  
200 E. Wells Street, 8<sup>th</sup> Floor  
Telephone: 414-286-5563  
[Email: afowle@milwaukee.gov](mailto:afowle@milwaukee.gov)

Milwaukee City Attorney's Office  
Deputy City Attorney Todd Farris  
200 E. Wells Street, 8<sup>th</sup> Floor  
Telephone: 414-286-2669  
[Email: tfarris@milwaukee.gov](mailto:tfarris@milwaukee.gov)

If to the Host Committee: [**information to be supplied**]

With a copy (which shall not constitute notice) to:

If to RNC:

Republican National Committee  
Attention: Richard Walters, Sr. Advisor  
310 First Street, S.E.  
Washington, D.C. 20003  
E-mail: [rwalters@gop.com](mailto:rwalters@gop.com)

With a copy (which shall not constitute notice) to:

Republican National Committee  
Attention: Matt Raymer, Counsel  
310 First Street, S.E.  
Washington, D.C. 20003  
E-mail: [matt.raymer@gop.com](mailto:matt.raymer@gop.com)

or such other address as shall have been specified in writing by any Party to the other Parties.

11.4 Severability. If any one (1) or more of the covenants, agreements, provisions or terms of this City Agreement, or any other agreement, document or writing given pursuant to or in connection with this City Agreement, is held invalid for any reason whatsoever, then the covenants, agreements, provisions or terms will be deemed severable from the remaining covenants, agreements, provisions or terms of this City Agreement and will in no way affect the validity or enforceability of the other provisions of this City Agreement.

11.5 Waiver. Neither the waiver by any Party of a breach of or default under any of the provisions of this City Agreement, nor the failure of any Party to enforce any of the provisions of this City Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11.6 Assignment and Binding Effect. This City Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, provided that this City Agreement shall not be assignable by any Party without the prior written consent of the other Parties except, in the case of assignment by the RNC to another organization affiliated with the Republican Party (including the COA).

11.7 Amendment. No amendment, modification or discharge of this City Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement thereof is sought. This City Agreement may not be terminated, suspended, waived, abrogated or canceled by any Party, except as provided in this City Agreement or with the written agreement of the RNC.

11.8 Entire Agreement. This City Agreement (including the Exhibits hereto) constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersede all prior oral or written agreements, commitments, understandings or proposals with respect to the matters provided for herein.

11.9 Headings. Paragraph headings contained in this City Agreement are inserted for convenient reference only, shall not be deemed to be a part of this City Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

11.10 Certain Interpretations. In this City Agreement: (i) the words “herein” and “hereunder” and similar words refer to this City Agreement as a whole (and not only to the particular sentence, clause, paragraph or exhibit where they appear); (ii) terms used in the plural include the singular, and vice versa, unless the context otherwise requires; (iii) the words “including,” “included,” “include” and variations thereof are deemed to be followed by the words “without limitation” or “but not limited to” (regardless of whether some uses of those words contain such following words); (iv) “or” is used in the sense of “and/or” and “any” is used in the sense of “any or all”; (v) with respect to all dates and time periods in or referred to in this City

Agreement, time is of the essence; (vi) “affiliate” or “affiliated” means, with respect to any particular person or entity, any other person or entity directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person or entity, whether by ownership or control of voting securities, by contract or otherwise; and (vii) nothing in this City Agreement creates any leasehold estate or any right of or status as a tenant.

11.11 Governing Law. This City Agreement, the rights and obligations of the Parties, and any disputes or claims relating thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin, notwithstanding the conflict or choice of law provisions of that or any other jurisdiction which might dictate another outcome. This City Agreement will be interpreted without reference to any law, rule or custom construing this City Agreement against the Party which drafted this City Agreement. Venue for any action arising out of or in any way related to this City Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

11.12 Time is of the Essence. All times, wherever stated in this City Agreement, shall be of the essence of this City Agreement for the obligations of the City and the Host Committee hereunder.

11.13 Counterparts. This City Agreement may be executed in any number of counterparts, and all of these counterparts together shall constitute one and the same City Agreement. Signed signature pages may be transmitted by facsimile or email, and any such signature shall have the same legal effect as an original.

#### 11.14 Confidentiality.

11.14.1 City agrees that neither the Office of the Mayor, nor any City department shall (1) respond to any press inquiry concerning the Convention without the express consent of the RNC, or (2) release any Confidential Information to any member of the media or to the public, except in the following circumstances: (1) to prevent injury or other harm to persons or property, (2) as required for matters coming before a public body, (3) as required for the City to fulfill its governmental and security obligations under this Agreement, which includes communications to the public and press related to event security, management of the public right of way, First Amendment issues, protest issues and locations, matters relating to temporary restrictions on access to local businesses, parking, and similar governmental and security functions. The Office of the Mayor shall engage with the RNC and Host Committee, as appropriate, to come to mutually agreeable terms regarding the handling of media inquiries, which the parties shall codify via a written memorandum of understanding as soon as practicable. “Confidential Information” shall be knowledge or information relating to the plans, needs, strategies, political affairs, finances, business, operations or activities of the Host Committee and RNC Indemnites, business and activities relating to this City Agreement, all originals, recorded and unrecorded copies of Confidential Information (including information derived therefrom and portions thereof), all written or audio materials obtained, generated, produced or otherwise acquired during discussions or meetings with the RNC or the Host Committee, notes, documents, charts, lists, data, models, analytics, polling results, research, analyses, digital assets, computer files, electronic mail messages, phone logs or other memoranda (whether handwritten, typed or otherwise created),

data and other proprietary information related to the this City Agreement, the RNC Indemnitees, or the Host Committee. The Parties expressly understand that the City of Milwaukee cannot prevent its elected officials from discussing matters related to the Convention with the media or their constituents.

11.14.2 Irrespective of the foregoing and pursuant to Section 11.16 of this City Agreement, the City may disclose information, including Confidential Information, as strictly needed to fulfill its obligations under this City Agreement, including the negotiation and execution of this City Agreement, necessary City Cooperation and Assistance Agreements and in compliance with Wisconsin's Public Records Law (§§19.21-19.39, Wis. Stats.) and Wisconsin's Open Meetings Law (§§19.81-19.98, Wis. Stats.). While City will make its best efforts to encourage all third party recipients of such information, including Confidential Information, to keep such information confidential in compliance with Section 11.14.1, City shall not be liable for the actions or omissions of any third party, nor shall such acts or omissions of a third party be considered a breach of this City Agreement. For sake of clarity, all Parties acknowledge that all agreements entered into by the City in fulfillment of this City Agreement, and including this City Agreement, may be considered in open session by the City of Milwaukee Common Council and appropriate committees thereof.

11.15 Exclusivity. The City agrees that it will not host any other political party convention in the year 2024, will not enter into any other agreements with any third party (other than the Host Committee or the RNC, as the case may be) which would have the effect of delaying or disrupting the Convention or abrogating the purposes of this City Agreement and will end all negotiations that may be in progress with any other national political party upon the execution of this City Agreement.

11.16 Public Records. Irrespective of any other term of this City Agreement, all Parties understand that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of a contractor that are "produced or collected" by the contractor under this City Agreement ("Records"). The Parties are further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and the Parties acknowledge that they have read and understand that definition. Irrespective of any other term of this City Agreement, the Parties are (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Should the City receive a request for Records that are determined to be Confidential Information, the City shall timely notify the RNC of such a request. Thereafter, City will use reasonable efforts to consult with the RNC regarding the response to such request prior to disclosing any such information and, to the extent reasonably practicable, will give the RNC the opportunity to identify such information that the RNC believes to fall into one of the exceptions to disclosure. Should City determine that disclosure of such Record is proper, City shall, prior to disclosure and as reasonably practicable, provide the RNC with the opportunity to take such legal action preventing disclosure as RNC desires, at RNC's sole cost, and the City shall reasonably participate in such action. Notwithstanding the foregoing, the City shall not be liable to any Party for the disclosure of any record that City believes it must disclose pursuant to the Wisconsin Public Records Law.

11.17 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS CITY AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.18 Breach and Cure. The Parties agree that irreparable damage would occur in the event that any of the provisions of this City Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged that the parties hereto and the third-party beneficiaries of this City Agreement shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions to prevent breaches of this City Agreement and to enforce specifically the terms and provisions of this City Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each Party further agrees that no other Party hereto or any other person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.18, and each Party hereto (a) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (b) agrees, subject to the immediately succeeding sentence, to cooperate fully in any attempt by any other Party hereto in obtaining such equitable relief.

11.19. Survival. All obligations, representations, warranties, and indemnities made in this City Agreement which by their nature continue beyond the termination of this City Agreement, including, without limitation, Sections 3.2(a)-(b), 3.16, 6, 11.2, 11.7, 11.11, 11.16, shall survive the termination of this City Agreement and any investigation, audit, or inspection made by any other Party.

11.20. Termination. No Party may terminate this Agreement for any reason except in the case of a “Termination Event” as follows. “Termination Event” shall mean (a) that the Security Grant shall not have been duly appropriated and committed for the benefit of the City on or before August 1, 2023, or (b) a state of emergency shall have been declared by the Governor of Wisconsin (i) arising solely and directly as a result of a flood, fire, hurricane, act of war or terrorism (including the hacking for ransom by cyberterrorists of the City IP infrastructure) or other natural catastrophe beyond the control of the City and which materially affects the City of Milwaukee, (ii) which occurs during the 15 day period prior to the start of the Convention and (iii) which is or would reasonably be likely to make it impossible or commercially impractical for the City to hold the Convention as a result of such event.

In the event of a Termination Event of the type described in (a) above, the City, on the one hand, or the RNC, on the other, may terminate this City Agreement without further liability or obligation to the other, by 10 days’ written notice given to the other Party.

In the event of a Termination Event of the type described in (b) above, the City shall give the RNC written notice of same, and the Parties shall work together in good faith for a period of not less than 5 days to attempt to arrive at a reasonable accommodation such that the business of the Convention may still be held (if possible) or a reduced or abridged Convention may still be



held with reduced or modified services by the City. In the event those services are not sufficient to accommodate the Convention in Milwaukee as contemplated hereby as a result of such Termination Event, the City may suspend performance under the City Agreement to the extent necessary to address such Termination Event, and the Parties shall work together reasonably and in good faith to attempt to accomplish the goals and objectives of the City Agreement, taking into account the impact and severity of the Termination Event.

The Parties agree that in the case of a contested Termination Event, monetary damages are not sufficient compensation and that either Party may seek an injunction in Milwaukee County Circuit Court. Other than as aforesaid, this City Agreement may not be terminated, suspended, waived, abrogated or canceled by any Party (as a result of impossibility of performance, force majeure or otherwise), except with the express written agreement of the RNC. For the avoidance of doubt, other acts which may or may not constitute events of force majeure under applicable law; failure of the City to arrange security or other arrangements contemplated by this City Agreement; new or ongoing restrictions as a result of COVID; bankruptcy or other unforeseen events or acts, are not and shall not be construed to be Termination Events.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this City Agreement to be duly executed on their behalf as of the date of this City Agreement.

CITY OF MILWAUKEE

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

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

Countersigned:

By: \_\_\_\_\_  
City Comptroller

Approved as to Form and Execution:

By: \_\_\_\_\_  
Office of the City Attorney

[2024 MILWAUKEE HOST COMMITTEE]

By: \_\_\_\_\_  
Name:  
Title:

REPUBLICAN NATIONAL COMMITTEE

By: \_\_\_\_\_  
Name:  
Title:

## **Exhibit A - Insurance Requirements**

- A. Host Committee Insurance Requirements. The Host Committee shall separately maintain at its sole expense and show evidence of the following minimum insurance coverages and such policies shall name the RNC and COA as named insureds and shall be primary over any insurance maintained by the RNC and/or the COA.
1. Commercial General Liability Insurance and/or Umbrella Liability with a combined single limit for bodily injury, personal injury, and property damage in the amount of \$25,000,000 per occurrence and in the aggregate, except during the Convention Week, when such a combined single limit shall be at least \$100,000,000 of unimpaired limit. Umbrella must cover over the general liability, auto liability, employers' liability, and law enforcement liability.
  2. Comprehensive Business Automobile and/or Umbrella Liability insurance with a combined single limit per occurrence for bodily injury and property damage of not less than \$25,000,000 applicable to hired, non-owned, loaned and scheduled vehicles used in conjunction with the preparation and presentation of the Convention.
  3. Real and Personal Property insurance with replacement cost coverage written on a standard "all risk" basis with limits equal to the replacement costs of the property.
  4. Workers' Compensation Insurance must provide benefits as mandated by the state worker's compensation statute. Minimum acceptable employers' liability limit is \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease.
  5. Volunteer Compensation Insurance equal to or greater than the maximum awards under the state's workers' compensation laws.
  6. Directors and Officers Liability Coverage.
  7. Accidental Death and Dismemberment Insurance covering all attendees in the amount of \$100,000 per person.
  8. Supplemental Liability Insurance for Pyrotechnics and Fireworks as needed, with a per-event coverage of not less than \$25 million.
  9. Broadcasters' Errors and Omissions Insurance with a limit of not less than \$3 million per occurrence.
  10. Money and Securities Insurance covering cash, checks, and any negotiable instruments on the premises of the RNC and COA office spaces against all loss, including, without limitation, robbery, with per occurrence limits of not less than \$100,000.
  11. Event Cancellation Insurance and Non-Appearance Loss Insurance with per event coverage of not less than \$500,000.

12. Tenant User/Special Event Insurance with a coverage of \$100,000.
13. Weather Insurance with a per event coverage of not less than \$100,000.
14. Extra Expense Insurance with a limit of not less than \$1,000,000.
15. Expedited Work Schedule Insurance.
16. Cyber Liability Insurance is to include 3rd party privacy liability, network security liability, and media & data breach coverage in the amount of not less than \$5,000,000 per claim with an aggregate amount limit of not less than \$10,000,000.

B. City Insurance Requirements.

1. The City shall separately maintain and show evidence of workers' compensation coverage.
2. The City shall procure Law Enforcement Liability coverage in an amount acceptable to the City of Milwaukee.
3. The City shall procure such other coverages and in such amounts as it deems proper.

C. Other Insurance Requirements as related to insurance purchased by the Host Committee.

1. Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of commencement of work until completion. (exception – law enforcement and cyber liability may be written on a claims made basis).
2. The Host Committee shall continuously provide updated and current certificates(s) of insurance throughout the term of the agreement as coverage expires.
3. RNC and/or the COA must be named as "additional insured" with regards to all liability insurances (e.g., general liability, auto liability, excess liability and cyber liability).
4. The Host Committee's coverage naming City, RNC and/or the COA as additional insured shall include an Endorsement specifying that the Host Committee's coverage is primary to any other coverage available to the City, the RNC and/or the COA, including, without, limitation, coverage maintained by City or RNC and/or the COA wherein City, RNC and/or the COA is the named insured, and that no act or omission shall invalidate the coverage.
5. The Host Committee shall require all insurance policies that are in any way related to the Convention and that are secured and maintained by the Host Committee, to include clauses providing that each underwriter shall waive all of its rights to recover, under subrogation or otherwise, against the City, RNC and/or the COA.

6. The Host Committee waives all rights of recovery against City, RNC and/or the COA which the Host Committee may have or acquire because of deductible clauses or inadequacy of limits of any policies of insurance that are in any way related to the Convention and that are secured and maintained by the Host Committee.
7. The Host Committee is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Failure of the Host Committee to obtain and maintain the required insurance shall constitute a breach of contract and the Host Committee will be liable to City, RNC and/or the COA for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the City, RNC and/or the COA, respectively, provides the Host Committee with a written waiver of the specific insurance requirement.
9. None of the requirements contained herein as to the types, limits, or RNC and/or the COA approval of insurance coverage to be maintained by the Host Committee are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by the Host Committee under this agreement, any other agreement with City, RNC and/or the COA, or otherwise provided by law.
10. Failure of the Host Committee to provide insurance as herein required or failure of City, RNC and/or the COA to require evidence of insurance or to notify the Host Committee of any breach by the Host Committee of the requirements of this agreement shall not be deemed to be a waiver of any of the terms of this agreement, nor shall they be deemed to be a waiver of the obligation of the Host Committee to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of the Host Committee and independent of the duty to furnish a copy or certificate of such insurance policies.
11. The Host Committee will indemnify the City, RNC and COA from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses resulting from workers' compensation claims brought by any volunteers.
12. The Host Committee shall require that all agreements with all contractors, subcontractors, concessionaires, and other persons performing services for it and/or the RNC and COA provide a certificate of insurance naming the City, RNC and COA as additional insureds and waiving subrogation under various coverages.

The RNC, the Host Committee and the City will evaluate the need for other types of insurance relating to the Convention, including without limitation insurance covering terrorism, and the Host Committee will purchase such insurance if the RNC, the Host Committee and the City mutually agree that it is needed and feasible to obtain. The RNC may modify or waive specific coverages, or require additional specific coverages, for particular contractors of Host Committee depending on the circumstances.

**Exhibit B – [Reserved]**

**Exhibit C – [Reserved]**

## **Exhibit D – Host Committee Licensed Facilities and Parking**

- Sixteen (16) months prior to the opening session of the Convention: unlimited and exclusive access to ten (10) parking spaces within, adjacent to, or in the immediate area of the RNC office space (at a place to be determined by the RNC not later than February 2023 at or within a reasonable distance from the Convention Facilities). Provision of parking spaces shall increase to approximately 100 spaces (until further requirements at two (2) weeks prior to the Convention), at such times and in such increments as shall be designated by the RNC. Five (5) parking spaces in the immediate area of the Milwaukee airport shall be provided on an as-needed basis.
- Twelve (12) weeks prior to the opening session of the Convention: twenty (20) parking spaces at the Convention Center Licensed Premises shall be provided if the Convention office space is not located in the Convention Center Licensed Premises or its immediate vicinity.
- Two (2) weeks prior to the opening session of the Convention until two (2) weeks after the closing session of the Convention: within, adjacent to, or in the immediate area of the Convention Facilities, space sufficient for the parking of 2,500 cars, a minimum of 350 buses, and an adequate number of spaces for volunteers, as determined by the RNC. A portion of such 2,500 spaces may be designated by the RNC for use by media personnel. In such event, reasonable charges may be assessed for such spaces by the City and/or Host Committee subject to the approval of the RNC.



## Exhibit E – Host Committee Obligations

The Host Committee will accomplish the following tasks and achieve the following objectives:

(1) Creation of a host committee of civic and business leaders to advocate for and plan the Convention, including executive officers and directors appropriate for an organization consistent with transactions of this type, including a chief executive officer reasonably acceptable to the RNC, to work with and liase with the City and other officials for a smooth and efficient running of the Convention.

(2) Prepare a budget for the Convention (the “Budget”), which such budget shall include the Host Committee’s best estimate of the reasonable costs of the Host Committee’s carrying out of its obligations under this Agreement. The Budget shall include certain budget categories and line items deemed “Transferable” and others deemed “Non Transferable.” Transferable budget items shall be those which the RNC shall have the right, in its sole discretion, to cause the Host Committee to transfer freely among Transferable budget categories or line items. Non Transferable shall be budget items which the RNC shall not have the right to cause the Host Committee to transfer freely among Transferable budget categories or line items. Priority of fundraising objectives as between Transferable and Non Transferable budget items, schedules and timeframes, treatment of in kind donations, bank accounts, and other financial matters will be fully addressed in the Budget.

(3) In conjunction with the RNC and the City, develop appropriate loss prevention and other security plans for a safe and secure Convention. In that respect, the RNC and the Host Committee recognize the importance of protecting the First Amendment free speech and assembly rights of all citizens, and in that spirit will work to develop plans that allow for all citizens to be able to use their rights in a safe and secure environment in connection with the Convention.

(4) As requested by the RNC from time to time, secure all necessary venues for hosting the Convention, including as necessary securing such additional facilities as the RNC may direct, including such adjacent and nearby areas and activities, including parking lots, for the exclusive use of the RNC and the Convention, including without limitation those venues set forth on Exhibit D.

(5) Secure written agreements with hotels in the Metropolitan Area and surrounding areas for the benefit of and allocation to the RNC during the Convention.

(6) Secure appropriate office space for the exclusive use of the RNC, inclusive of all required supplies, equipment, phone, and internet services customary for an office, for such personnel as the RNC may request.

(7) Secure the Convention Arena for use as all or part of the News Media Work Space. This secured space will include space for credentialing, media access, special and exclusive venue usage and such other usages as the RNC may request.

(8) The Host Committee shall use its best efforts to employ diverse and historically underutilized businesses within the City of Milwaukee to provide the services necessary to host the Convention.

(a) Milwaukee Office of Equity and Inclusion. The Host Committee shall work in good faith with the City of Milwaukee Office of Equity & Inclusion (“OEI”) to establish a protocol for hiring and retention of contractors, labor, and other service and commodity providers as shall be necessary to host the Convention. In that respect, the Host Committee and the RNC recognize and agree that usage of local area labor and businesses, and of diverse and historically underutilized businesses, is of critical importance, and shall take such into account in the Host Committee’s hiring, retention and contracting practices in connection with the Convention.

(b) Diverse and Historically Underutilized Business Incentives. Host Committee shall provide a bid preference or RFP scoring bonus in an amount mutually agreed upon by the Host Committee and OIE to those bidders and/or proposers demonstrating that (1) their proposed work will yield at least one third revenue participation to diverse vendors, and/or (2) the business qualifies as a “local business enterprise,” and/or (3) the business intends to hire workers registered with the City’s “resident preference program,” or other verified local worker and/or (4) the business qualifies as a “small business enterprise,” as those terms are defined in the City of Milwaukee Code of Ordinances.

“Diverse businesses” means a woman-owned, minority person-owned, veteran-owned, disabled person-owned, or LGBTQ person-owned business.

(9) Provide or secure appropriate lighting, sound system/acoustics, electricity, HVAC, water, bus, cars and other transportation, toilets, janitorial services, trash collection, medical services, security, parking, IT and related technology, facilities management, signage and such other services, furnishings and related goods and services as the RNC shall request in order to host the Convention.

(10) Provide delegate experience packages and retain volunteers and other staff for the use of the RNC as the RNC shall designate from time to time.