

STADIUM SECURITY AGREEMENT

This **STADIUM SECURITY AGREEMENT** (together with all renewals, replacements, modifications and amendments thereof, the “**Agreement**”) is made as of the ___ day of _____, 2013, by and between the **BUFFALO BILLS, INC.**, a New York corporation (the “**Bills**”) and the **COUNTY OF ERIE**, a New York municipal corporation (the “**County**” and the Bills and the County, collectively, the “**Parties**”).

RECITALS:

WHEREAS, the County and the Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (the “**ECSC**”) have entered into the 2013 Master Lease providing for the County to lease the Stadium Complex to the ECSC; and

WHEREAS, the ECSC and the Bills have entered into the 2013 Stadium Lease providing for the ECSC to lease the Stadium Complex to the Bills; and

WHEREAS, the Stadium Complex is owned by the County and as such is subject to the jurisdiction of the Erie County Sheriff; and

WHEREAS, the Bills and the County each desire that all Stadium Events be safe and occur in compliance with applicable law to protect fans, players, employees, officials, and other persons and to maximize the enjoyable experience of professional sports and other Stadium Events; and

WHEREAS, the Erie County Sheriff has in the past provided, and will continue in the future to provide, as set forth in the 2013 Stadium Lease, the Sheriff’s Traffic Detail consisting primarily of traffic and crowd control on public roads and walkways that adjoin the Stadium Complex and on nearby roads and has also provided additional police services inside and outside the Stadium as may have been required from time to time, at no cost to the Bills; and

WHEREAS, pursuant to the 2013 Stadium Lease, the County has agreed to provide Supplemental Security Services at the Stadium Complex during the 2013 Stadium Lease Term, with such services being expanded into all areas of the Stadium Complex, as may be required from time to time, all on the terms and conditions set forth in this Agreement; and

WHEREAS, the Bills have agreed to reimburse the County to offset the costs of the Supplemental Security Services; and

WHEREAS, the Parties understand that NFL best practices for game day security suggest that the safety of patrons at the Stadium Complex is best accomplished with the presence of uniformed police officers; and

WHEREAS, the County has agreed to provide uniformed Erie County Sheriff's personnel who will have the powers of police officers at the Stadium Complex in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Bills and the County agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement.

2. **Definitions**. All terms used but not defined in this Agreement shall have the meanings ascribed thereto in the 2013 Stadium Lease.

- a. **"Party"**: Any one of the County or the Bills.
- b. **"Police Officer Training"**: Police Officer Training is training provided to Police Officers who will be providing the Supplemental Security Services. The training may be provided by the Erie County Sheriff, or by the Bills, or by both together. The curriculum shall be reviewed and approved by the Bills. Police Officer Training may take place at a location designated by the Erie County Sheriff or at a place designated by the Bills depending upon the party that is sponsoring the training session.
- c. **"Sheriff's Traffic Detail"**. Approximately 100 Erie County deputy sheriffs who are assigned to traffic and crowd control details on the roads and walkways that adjoin the Stadium Complex and nearby roads and such other services, such as ATV (All-Terrain Vehicle) patrols, mounted patrols and vehicles, as may be called upon from time to time in accordance with past practice. Deputy Sheriffs assigned to the Traffic Detail may be police officers or peace officers.
- d. **"Supplemental Security Services"**. Police services provided by the Erie County Sheriff's office primarily within the Stadium Complex by sworn police officers or peace officers (hereinafter, collectively, "Police Officers") who are permanent or reserve Erie County Deputy Sheriffs. The Supplemental Security Services shall include, but not be limited to (a) the development of a security plan that is prepared by the County in coordination with the Bills (the "**Security Plan**"); (b) the adoption from time to time by the County Department of Public Works of official Rules and Regulations for the conduct of all persons who attend Stadium Events, which Rules and Regulations (the "**Rules and Regulations**") shall, to the extent practicable, reflect the Fan Code of Conduct that has been prepared by the Bills and the Security Plan; (c) taking reasonable steps to enforce any applicable laws and the Rules and Regulations, (d) patrolling designated zones within the Stadium, outside and inside of each Stadium gate, Stadium concourses, parking lots, restrooms and other areas, as

provided for in the Security Plan and as may be deemed appropriate by the Sheriff under the circumstances, in conjunction with other non-law enforcement security personnel, in order to enforce the applicable laws and the Rules and Regulations; (e) making arrests at the Stadium, directly or in conjunction with other non-law enforcement security personnel; (f) making court appearances in connection with the Supplemental Security Services; and (g) attendance by Police Officers at Police Officer Trainings as set forth in Section 6(b) of this Agreement. The scope of the Supplemental Security Services to be performed at the Stadium is summarized on **Schedule A** annexed to this Agreement. The Supplemental Security Services to be provided under this Agreement are in addition to the “Sheriff’s Traffic Detail” which the County has agreed to provide under the 2013 Stadium Lease. The Supplemental Security Services are not eligible to be treated by the Bills as Game Day Expenses or Operating Expenses.

3. **Term.** This Agreement shall be in effect from the date hereof until the 2013 Stadium Lease Expiration Date, unless terminated sooner in accordance with the terms of this Agreement (such period, the “**Agreement Term**”).

4. **Services.** During the Agreement Term, the County shall provide Supplemental Security Services at the Stadium in connection with Stadium Events (the “**Services**”).

5. **Supervision and Staffing.**

a. **Control.** All Police Officers employed by the County in connection with Stadium Events pursuant to this Agreement shall be under the command and control of the County. However, the County agrees to work cooperatively with the Bills and to observe reasonable requests for Supplemental Security Services made by the Bills in connection with the performance of the Supplemental Security Services at the Stadium, including but not limited to making, facilitating and/or coordinating arrests at the Stadium. The Bills likewise agree to work cooperatively with the County and the Police Officers to facilitate the performance of the duties of the Police Officers.

b. **Minimum Staffing Requirement for Home Games.** Subject to Section 14 of this Agreement, the County is expected to provide a minimum of one hundred twenty-eight (128) Police Officers for each Home Game at the Stadium. The County will make reasonable efforts to provide additional Police Officers to meet any requests for additional Supplemental Security Services made by the Bills so long as adequate notice is provided.

c. **Minimum Staffing Requirements for Stadium Events that are not Home Games.** At least thirty (30) days prior to a Stadium Event which is not a Home Game, the Bills shall notify the Sheriff of the need for Police Officers at such an event. For such an event, the Bills shall reserve the

right to establish a staffing level that is below the minimum of one hundred and twenty-eight (128) Police Officers that are to be made available for a Home Game.

- d. Locations; Roster. The Police Officers shall be deployed throughout the Stadium Complex in accordance with **Schedule B** annexed to this Agreement, as may be modified by agreement of the Bills, the Sheriff and the County or based upon the circumstances occurring at a Stadium Event. The County shall deliver to the Bills a complete roster of Police Officers scheduled to work at a Stadium Event at least ten (10) days prior to such event.
- e. Law Enforcement Coordinator. The County shall select a Law Enforcement Coordinator, whose responsibilities will include supervising all Police Officers who provide Supplemental Security Services at the Stadium. Such Law Enforcement Coordinator must be approved by the Bills prior to the County's commencement of Supplemental Security Services and may be replaced by the County from time to time provided that such replacement is reasonably acceptable to the Bills. The County agrees that the Law Enforcement Coordinator shall work cooperatively with the Bills in connection with the performance of the Supplemental Security Services at the Stadium.

6. **Training; Attire; Behavior.**

- a. The County shall insure that all Police Officers are duly deputized by the Erie County Sheriff and shall have full arrest powers at the Stadium Complex. During each year of the 2013 Stadium Lease, the Erie County Sheriff, or his designee, shall issue "oath cards" to all such Police Officers who are not full time employees of the Erie County Sheriff's Department. The Erie County Sheriff, or his designee, shall file such oath cards with the Erie County Clerk's office each year.
- b. The County shall ensure that all Police Officers are familiar with the Rules and Regulations, Security Plan and Fan Code of Conduct. All such Police Officers shall attend one or more Police Officer Training sessions. The County shall select employees who are of good character, competent, reliable, and who have been fully and properly trained.
- c. The Police Officers shall wear Erie County Sheriff's uniforms or another uniform approved by the Sheriff, and shall display the word "Police," "Deputy Sheriff" or such other law enforcement designation as the Parties may approve.
- d. The County shall use commercially reasonable efforts to provide, for the Supplemental Security Services, that Police Officers (1) are trained in appropriate law enforcement procedures applicable to the Stadium

Event(s), (2) are familiar with all state and local, laws and the Rules and Regulations applicable to the Stadium Event(s), (3) will perform their duties in accordance with the law and Rules and Regulations, and (4) will not consume or use illegal substances, alcoholic beverages or smoke cigarettes, cigars or smoke or use other tobacco products while performing their duties.

- e. The County agrees to direct all Police Officers to diligently investigate and participate in the prosecution of any violation of the law or Rules and Regulations regarding any incident at a Stadium Event. In addition, the County shall use commercially reasonable efforts to make Police Officers reasonably available in any civil action involving a claim or incident that may have taken place at a Stadium Event.

7. **Compensation, Insurance And Reporting:**

- a. **Rates.** For the Supplemental Security Services provided for in this Agreement, including the services of all Police Officers, including command and control officers who are assigned to the Stadium Complex, and the services of the Law Enforcement Coordinator, the County shall be compensated by the Bills at the rates set forth in the Fee Schedule annexed to this Agreement as **Schedule C**. In addition to the rates of compensation specified in Schedule C, the Bills shall (i) reimburse the County for any and all employer's payments that are required by state or federal law, including but not limited to Social Security Tax, FICA and Medicare Tax that are related to the Supplemental Security Services provided pursuant to this Agreement and (ii) pay any sales, use or other taxes imposed on the Supplemental Security Services or the payments therefor by Applicable Law. The County shall be reimbursed by the Bills, at the rates set forth in the Fee Schedule annexed to this Agreement as **Schedule C**, for amounts paid to Police Officers for court time but in no event less than three (3) hours per event.
- b. **Insurance Premium.** In addition to the payment for Supplemental Security Services provided for in Section 7(a) above, the Bills shall reimburse the County for half of the cost, up to an annual maximum of \$50,000, of a commercial liability insurance policy (on an "occurrence basis") that will indemnify the County for any losses incurred due to the actions or inactions of Police Officers engaged to perform duties under this Agreement. The Bills will be named as an additional insured under this policy. The County shall provide to the Bills evidence of the existence of this policy and shall forward a copy of the premium statement to the Bills each Lease Year and the Bills shall promptly reimburse the County for half of the premium cost of such policy up to the maximum set forth above. Such policy shall contain an endorsement specifying this Agreement as an "insured contract." The County agrees to notify the Bills immediately (directly and also through their insurance broker) should

the subject policy be cancelled, modified, or should it become subject to a reservation of rights. The Bills reserves the right to request and receive certified copies of the policies and/or endorsements referred to in this Agreement. All policies of insurance obtained pursuant to this Agreement shall be written with carriers authorized to conduct business in the State of New York.

- c. Work Shifts. Police Officers assigned to Stadium Events shall be paid by the County, and reimbursed by the Bills in accordance with Section 7(a) of this Agreement, for the minimum number of three (3) hours, even if such shift is for fewer hours of actual work.
- d. Police Officers. The Parties agree that all Police Officers shall be deemed employees of the County for compensation purposes and not independent contractors of the Bills. All Police Officers who work during or in connection with any Stadium Event and all police officers who attend Police Officer Training as provided for in this Agreement will be paid therefor by the County, and reimbursed by the Bills in accordance with Section 7(a) above, at the negotiated hourly rate set forth in the Fee Schedule (Schedule C) and otherwise in accordance with Section 7(a). Such compensation shall be inclusive of all applicable federal and state taxes. The County shall provide all worker's compensation, unemployment and health insurance coverage required by Applicable Law for County employees providing Supplemental Security Services under this Agreement.
- e. Report Times; Entrance/Exit; Designated Work Areas. The County shall direct Police Officers to report to work at such times as may be specified by the Bills for arrival prior to any Stadium Event. The County shall direct Police Officers to enter and exit the Stadium only at such locations or gates as shall be specified by the Bills. The Bills shall make reasonable arrangements for the parking of all official police vehicles used in connection with a Stadium Event and all private vehicles used by Police Officers who are assigned to a Stadium Event.

8. Payments And Terms

- a. Payment by the Bills for any Supplemental Security Services rendered by the County to the Bills under this Agreement shall be due and payable to the County no later than thirty (30) days from the date that such Supplemental Security Services are provided at any given Stadium Event, court appearance or Police Officer Training, as the case may be. An invoice shall be sent by the County to the Bills in accordance with Section 13 of this Agreement within ten (10) Business Days after the Supplemental Security Services are provided at any Stadium Event, court appearance or Police Officer Training. In no event shall the failure of the County to present a written invoice within ten (10) Business Days of any

event negate the responsibility of the Bills to make payment for the Supplemental Security Services within the thirty (30) day period, provided, however, that in the event a written invoice is not presented to the Bills within fourteen (14) Business Days of any event, then the due date for the payment for such Supplemental Security Services shall be extended to thirty (30) days from the presentation of the written invoice.

- b. If payment to the County is not timely made by the Bills as provided for in Section 8(a) of this Agreement, the Bills shall pay all collection expenses, including reasonable costs and attorneys' fees, regardless of whether or not suit is filed. If payment is not received within thirty (30) days of the Supplemental Security Services being provided at a given Stadium Event, court appearance or Police Officer Training, or, in the case where a written invoice was not provided within thirty (30) days of the provision of the Supplemental Security Services at the given Game, within thirty (30) days of the presentation of such a written invoice, the Bills shall pay one and one-half percent (1 ½%) per month interest as a finance charge on any and all late payments, with such finance charges being added to each monthly statement. The Bills shall have the right to withhold disputed payments and no interest shall accrue with respect to such payments; provided that interest shall be paid on any disputed payments with respect to which the dispute is ultimately resolved in favor of the County.
- c. Amounts payable by the Bills to the County pursuant to this Agreement shall not constitute Additional Rent under the 2013 Stadium Lease Agreement and instead shall be a distinct and separate obligation of the Bills to the County.

9. **Indemnification:**

- a. The County shall indemnify the Bills for any liability, damages and costs incurred by the Bills to any third party due to an intentional act or negligent misconduct or omission by any Police Officer in connection with the Supplemental Security Services under this Agreement. This Agreement is not intended to hold the County liable for any act, misconduct, omission, loss or damage for which there is no legal liability to any third party.
- b. The Bills shall indemnify the County for any liability, damages and costs incurred by the County to any third party due to an intentional act or negligent misconduct or omission by any employee or independent contractor (other than any Police Officer in connection with the Supplemental Security Services) of the Bills, including without limitation any private security company or any employee of such private security company. This Agreement is not intended to hold the Bills liable for any act, misconduct, omission, loss or damage for which there is no legal liability to any third party.

10. **Independent Contractor:** The Parties acknowledge and agree that the County is not the employee, agent, joint venturer, partner, associate, or servant of the Bills and the Bills are not the employee, agent, joint venturer, partner, associate, or servant of the County. The Bills is not responsible for the County's workers' compensation benefits, insurance (except to the extent set forth in Section 7(b) of this Agreement), tax withholding, licenses and permits related to the Supplemental Security Services performed under this Agreement. No provision of this Agreement shall be construed in such a way as to construe the County and the Bills as joint venturers or partners, or to make County the agent of the Bills or the Bills the agent of the County, or to make the Bills liable for the debts of the County or the County liable for the debts of the Bills. No officer, employee, agent, or servant of either Party shall be deemed at any time to be an employee, servant or agent of the other Party for any purpose whatsoever. Each Party shall require all of its officers, employees, agents and servants to refrain from making any representations by word or act whereby any other person might understand or believe that such persons are employees, servants, or agents of the other Party.

11. **Unsatisfactory Employees:** If at any time the Bills feels that the performance of any Police Officer or the Law Enforcement Coordinator is not satisfactory for any reason, it shall notify the County in writing of the reasons for its dissatisfaction with such individual(s). The Bills may request that the County cease employing said person(s) at the Stadium or reassign such person(s) to the Sheriff's Traffic Detail and the County shall promptly consider such request and notify the Bills of the County's decision regarding such request.

12. **Prohibition Against Assignment Or Delegation:** The Parties agree that this Agreement shall bind and benefit the Parties and their respective representatives, successors and permitted assigns. However, given the unique nature of the Supplemental Security Services, this Agreement shall not be assigned or otherwise transferred by the County and may not be assigned or otherwise transferred by the Bills except to a Permitted Assignee who assumes in a writing acceptable to the County all of the Bills obligations under this Agreement.

13. **Notices:** Any notice to be given under this Agreement by any Party to the other shall be in writing and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by facsimile transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address set forth in Section 1.2 of the 2013 Stadium Lease.

14. **Breach And Enforcement:**

- a. For purposes of this Section 14, the following terms shall have the following definitions:
 - i. **"2013 Per Game Floor"**: A minimum of 95 Police Officers for each Home Game at the Stadium in the NFL Season commencing in the Fall of 2013.

- ii. “Season Average”: A minimum average of 115 Police Officers per Home Game for all Home Games at the Stadium in any NFL Season during the Agreement Term.
 - iii. “Standard Per Game Floor”: A minimum of 100 Police Officers for each Home Game at the Stadium in the NFL Season commencing in the Fall of 2014 and in each NFL Season thereafter during the Agreement Term.
- b. Except in the event of a Force Majeure:
- i. if the County provides less than the number of Police Officers specified as the 2013 Per Game Floor (95 Police Officers) for any Home Game at the Stadium in the NFL Season commencing in the Fall of 2013, then the Bills shall be entitled to a payment, or to receive a credit, from the County equal to the difference between 115 and the number of Police Officers actually provided by the County for such Game multiplied by the average amount paid per person to Police Officers at the immediately preceding Home Game at the Stadium.
 - ii. if the County provides less than the number of Police Officers specified as the Standard Per Game Floor (100 Police Officers) for any Home Game at the Stadium in the NFL Season commencing in the Fall of 2014 or thereafter during the Agreement Term, then the Bills shall be entitled to a payment, or to receive a credit, from the County equal to the difference between 115 and the number of Police Officers actually provided by the County for such Game multiplied by the average amount paid per person to Police Officers at the immediately preceding Home Game at the Stadium.
 - iii. if the County fails to achieve the Season Average for any NFL Season during the Agreement Term, then the Bills shall be entitled to a payment, or to receive a credit, from the County equal to the difference between 115 and the actual average number of Police Officers actually provided by the County per Home Game at the Stadium during such NFL Season, but excluding from such actual average any Home Game for which the Count is prevented from achieving 115 Police Officers due to Force Majeure, multiplied by the average amount paid per person to Police Officers at Home Games at the Stadium during such NFL Season. The foregoing credit shall be applied to sums due the County from the Bills in the following year of the Agreement Term. For example, if the actual average number of Police Officers provided per Home Game at the Stadium in a given NFL Season is 105, then the Bills shall be entitled to a credit equal to the cost of 10 Police Officers against any sums due the County in the following year of this Agreement,

with such credit to be pro-rated across all Home Games at the Stadium during such upcoming NFL Season. If such shortfall occurs in the last year of the Agreement Term, the Bills shall be entitled to a refund from the County to the extent that the amount of any credit owed by the County to the Bills under this paragraph exceeds amounts then owed by the Bills to the County under this Agreement.

- c. The County shall use commercially reasonable efforts to achieve full staffing levels as provided for in this Agreement. However, failure to achieve such full staffing level or to achieve the levels set forth in this Section 14 shall not be deemed to be a violation of the Stadium Lease and shall not subject the County to pay any penalties to the Bills or permit the Bills to exercise any other remedies, at law or in equity, except as set forth in Section 14(b) and except that the Bills shall have the right to sue the County to collect amounts owed to the Bills under Section 14(b) which are not paid when due. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

15. **Termination:** The Bills shall have the right to terminate this Agreement upon thirty (30) days' notice to the County if the Bills have taken steps to adequately and properly protect patrons at all Stadium Events. Such termination notice shall describe to the County such steps taken by the Bills. If not sooner terminated in accordance with its terms, this Agreement shall terminate on the 2013 Stadium Lease Expiration Date. No termination of this Agreement shall affect any payment or other obligation arising under this Agreement prior to such the effective date of such termination.

16. **Integrated Agreement:** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be changed, modified, or amended only in a writing signed by the Bills and the County and specifically referring to this Agreement.

17. **Further Acts:** Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

18. **Applicable Law, Interpretation And Severability:**

- a. Each Party's performance under this Agreement shall comply with all applicable federal, state and local laws. This Agreement shall be enforced and interpreted under the laws of the State. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.

- b. Section headings contained in this Agreement are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such Section headings had been omitted.
- c. This Agreement has been negotiated at arm's length between the Parties, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the Party that drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the Parties.
- d. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Either Party may execute this Agreement by facsimile signature and the other Party shall be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such Party. Any Party executing this Agreement by facsimile signature shall immediately forward to the other Party an original signature page by overnight mail.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above

THE COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

Approved as to Form:

County Attorney

Approved as to Content:

Deputy County Executive

BUFFALO BILLS, INC.

By: _____

Its: _____

SCHEDULE A

Uniformed Erie County Sheriff

Buffalo Bills 2013 Game Day Security Brief

- 1. PARKING LOTS (positions at 8:30 a.m. – gates open at 9 a.m. for 1:00 p.m. game)**
 - A. Post a Sheriff vehicle together with a uniformed Sheriff at all drive entries (13 total locations for vehicles).
 - B. Provide assistance to Allpro Parking staff to ensure parking direction compliance and one-car, one-space parking.
 - C. Once lots are full/closed, provide assistance to Apex Security Team Members in parking lots to ensure tailgating rules and Rules and Regulations are being adhered to. This includes keeping an “emergency” lane available through the middle of each aisle of parked vehicles – within reason.
 - D. The focus on eliminating excessive consumption of alcohol and glass bottles (encourage cans, plastic cups) will be an additional 2013 initiative for Fan Code of Conduct and the parking lots. Vulgarity, and any “games” or activities impeding traffic flow or infringing on other fans tailgating in the parking lots will not be permitted.
 - E. Help to create a family-friendly atmosphere by working in cooperation with the Allpro, Apex and Guest Services Team Members to promote responsible tailgating. Encourage guests in parking lots to use the appropriate recycling and trash receptacles. Responsible alcohol consumption, setting up a tailgate area, and cooking food on an enclosed grill off of the ground are acceptable behavior—we are not eliminating tailgating; we are encouraging and enforcing responsible tailgating.

- 2. STADIUM ENTRY GATES (positions at 11:00 a.m. – gates open at 11:30 a.m. for 1:00 p.m. game)**
 - A. Uniformed Sheriff posted at the outside and inside of each gate teaming with Apex Security (51 total Sheriff) to increase the visibility of security and uniformed sheriff personnel.
 - B. A focus on eliminating “drinking on line” at gates will be an additional 2013 initiative for Fan Code of Conduct and the gate entry process.
 - C. Positively interact with fans and Team Members, helping to create a welcoming and family- friendly atmosphere. Identify and turn away intoxicated fans at the gates and enforce Fan Code of Conduct. Help answer any questions as needed.

3. INTERIOR STADIUM CONCOURSES AND BOWL (positions at 11:00am – gates open at 11:30am for 1pm game)

- A. Uniformed Sheriff personnel to roam assigned sections and proactively enforce Rules and Regulations (56 total Sheriff).
- B. Uniformed Sheriff to be stationed in visible locations around the stadium concourses and gate areas – positioned in strategic locations where we have had a history of smoking and other Fan Code of Conduct violations.
- C. Uniformed Sheriff to rotate through restrooms, concourse, vomitories, and seating bowl areas within their assigned sections to assist with excessive standing, vulgarity, smoking, inebriated fans, etc.
- D. Movement and visibility within their assigned sections is key to fan security, fan safety and fan behavior.
- E. Work in coordination with Apex Security to help process ejections for Fan Code of Conduct violations and arrests.
- F. Positively interact with fans and Team Members, to help create a welcoming and family friendly atmosphere.

4. ON FIELD

- A. Uniformed Sheriff inter-dispersed with Apex Security Team Members in visible locations on the field (8 total Sheriff). To manage crowd control, keep the field, and identify vulgarity issues, other negative fan behavior issues.

5. NIGHT AND OTHER GAMES

- A. For Games not starting at 1 pm and for other Stadium Events, suitable adjustments will be made to this Schedule A by agreement of the Parties.

SCHEDULE B

DEPLOYMENT

**Buffalo Bills and Ralph Wilson Stadium
Uniformed Law Enforcement Needs**

Parking Lot Locations	Number of Personnel
Lot 1	2
Lot 2, (RV, Bus, Limo)	2
Lot 3	2
Lot 5	2
Lot A	1
Lot B (currently fine)	0
Lot D	1
Lot E	1
Lot F	1
Lot C	1
Total:	13*

Gate Entry	Number of Personnel
Gate 1	4
Prem Gate 2	1
Gate 2/3	8
Gate 4	8
Prem Gate 4	1
Gate 5	8
Gate 6	8
Prem Gate 7	1
Gate 7/8	8
Gate 9	4
Total:	51

Stadium Zones and Section Locations	Number of Personnel
101-106	2
107-116	4
117-122	2
122-127	2
128-138	4
139-143	2
Exterior Concourse 100 level	4
200-205	2
206-216 (JK Club)	4
217-222 (TW & GL Clubs)	2
223-228 (RZ & MT Clubs)	2
229-238 (PM & VM Clubs)	4
239-244	2
306-311	4
312-317	4
329-333	4
334-339	4
Exterior Concourse 300 level	4
Total:	56

* One-person cars.

TOTAL STAFF = 128

Field Level Total:	8
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Parking Lots: (8:30 a.m. - 1:30 p.m., 3:30 p.m. - 4:30 p.m.)

Uniformed Sheriff to be at each parking lot entrance with flashing vehicle (motorcycle/car) lights.

These crews can be redeployed at game time to the Stadium Zones and Section Locations...at or near end of the game, they redeploy to Parking Lot entry for visibility. Support for Allpro and Apex.

Gate Entry: (11:00 a.m. - 2:00 p.m., 3:45 p.m. - 4:45 p.m.)

Uniformed Sheriff to be at the Gate Entry both inside the gate and outside the gate interdispersed with

Apex Security. These crews can be redeployed after kickoff to the Stadium Zones and Section Locations...at or near end of the game, they redeploy to Gates for egress. Half of the 51 can go to gates for egress while remaining crew goes to stadium zones.

(11:00 a.m. - 4:30

Stadium Zones and Sections: p.m.)

Uniformed Sheriff to be roaming their specific section range. These crews also to stand at perches and rotate through concourse locations, restrooms, vomitories and seating bowl areas within their range. Visibility and movement within their range key to fan safety and assist with fan behavior issues as needed. Apex to still manage the proactive resolution of fan behavior issues - smoking, excessive standing, vulgar language, etc...need to create arrest process.

SCHEDULE C

TERMS OF COMPENSATION

Rate of Compensation for full time Deputy Erie County Sheriffs

During the term of this Agreement, any Police Officer who is assigned to perform Supplemental Security Services pursuant to this Agreement and who at the time of such assignment is a full time deputy Erie County Sheriff shall be paid the overtime rate that is specified for each such deputy in the pay scale chart attached hereto as Schedule C-1 or Schedule C-2, as applicable, as a Deputy Sheriff, Supervisor, or in the case of the Law Enforcement Coordinator the overtime rate that they would receive for the performance of their duties based upon their rank in the Sheriff's Department, as such rates may change from time to time taking into account longevity or step payments, if any, but without giving effect to changes in rate or changes in longevity or step payments resulting from any new Collective Bargaining Agreement. Schedule C-2 shall apply to Management Confidential Grade Erie County Sheriff's deputies only (the "MC Grade"). Under no circumstances shall the number of MC Grade Deputy Sheriffs assigned to perform the Supplemental Security Services hereunder exceed 6 in any game.

Rate of Compensation for Reserve Deputy Erie County Sheriffs

Any Police Officer who is assigned to perform Supplemental Security Services pursuant to this Agreement who at the time of such assignment is not a full time deputy Erie County Sheriff shall be paid the compensation specified below:

Deputy Sheriff- Regular hourly rate	\$36.66
Supervisor-Regular hourly rate	\$39.01

SCHEDULE C-1

PBA PAY SCALE

Erie County Pay Scale Report at time and one-half

15-Mar-13

	0	1	2	3	4	5	A	B	C	D	E
07		31.805	33.096	34.391	35.676	36.968	37.671	38.373	39.075	39.774	40.479
08	31.862	33.636	35.150	36.662	38.165	39.669	40.439	41.213	41.982	42.755	43.524
09		35.627	37.319	39.014	40.692	42.383	43.226	44.078	44.922	45.764	46.608
10		37.739	39.584	41.423	43.253	45.102	46.026	46.940	47.865	48.788	49.707
11		40.98	42.965	44.964	46.943	48.936	49.934	50.934	51.923	52.916	53.915
12		43.428	45.629	47.844	50.037	52.239	53.346	54.443	55.550	56.652	57.756
13		46.872	49.280	51.699	54.129	56.534	57.747	58.959	60.177	61.392	62.606

SCHEDULE C-2

MC PAY SCALE

Sheriff MC	0	1	2	3	4	5	A	B	C	D	E
GRP 5											
OT Rate	19.566	20.741	21.602	22.446	23.306	24.159	24.623	25.094	25.566	26.037	26.507
GRP 6											
OT Rate	21.018	22.28	23.292	24.305	25.314	26.33	26.925	27.519	28.101	28.692	29.285
GRP 7											
OT Rate	24.855	26.346	27.573	28.8	30.026	31.254	31.925	32.591	33.26	33.927	34.595
GRP 8											
OT Rate	26.501	28.089	29.523	30.965	32.396	33.827	34.56	35.291	36.029	36.761	37.494
GRP 9											
OT Rate	28.286	29.982	31.589	33.204	34.803	36.41	37.211	38.022	38.822	39.624	40.43
GRP 10											
OT Rate	30.182	31.991	33.746	35.495	37.236	38.997	39.875	40.745	41.624	42.501	43.377
GRP 11											
OT Rate	33.09	35.075	36.962	38.862	40.749	42.647	43.593	44.544	45.486	46.434	47.381
GRP 12											
OT Rate	35.286	37.404	39.5	41.604	43.691	45.786	46.844	47.885	48.935	49.986	51.036
GRP 13											
OT Rate	38.376	40.679	42.972	45.275	47.582	49.872	51.029	52.182	53.34	54.495	55.652
GRP 14											
OT Rate	42.609	45.167	47.753	50.33	52.905	55.494	56.787	58.085	59.384	60.68	61.977
GRP 15											
OT Rate	47.025	49.847	52.728	55.611	58.496	61.389	62.825	64.265	65.711	67.154	68.595

GRP 16											
OT Rate	51.785	54.891	58.082	61.278	64.475	67.659	69.264	70.862	72.465	74.067	75.669
GRP 17											
OT Rate	56.486	59.876	63.396	66.93	70.454	73.982	75.746	77.514	79.269	81.036	82.799