

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

**PUBLIC SAFETY COMMITTEE
FEBRUARY 17, 2011
Item 12, File #101287**

File Number 101287 is a resolution approving a Law Enforcement and Security Agreement between the City (Police Department) and the Milwaukee Brewers for the provision of police services at Brewers baseball games and other Miller Park events during the period extending from March 1, 2011 through November 30, 2012.

Background

1. On February 22, 2005, the Common Council adopted File Number 041449, a resolution approving the first formal agreement between the Milwaukee Brewers and the City for the Milwaukee Police Department to provide police staffing at Miller Park. This two-year agreement effectively encompassed the 2005 and 2006, and provided \$800,000 in "grant" authority for MPD to receive reimbursements from the Brewers for the police services provided. File Number 060321 amended the original resolution to give the Police Department authority to accept an additional \$400,000 from the Brewers during this 2-year period.
2. Common Council File Number 061452, adopted March 22, 2007, approved a new two-year security agreement for the 2007 and 2008 seasons. This resolution, along with a subsequent amending resolution (File Number 080317), authorized the receipt of \$2 million in grant funding during this period.
3. Common Council Files 081426 and 091445, approved two one-year extensions to the 2007-2008 agreement. They provided authority for the City to be compensated for the police services provided up to \$1,500,000 for the 2009 season and \$1,000,000 for the 2010 season.

Discussion

1. File Number 101287 approves a new Law Enforcement and Security Agreement between the City and the Milwaukee Brewers for the provision of police services at Miller Park during the period extending from March 1, 2011 through November 30, 2012.
2. The Agreement calls for MPD police aids, officers and supervisors (sergeants and lieutenants) to provide security, traffic control and law enforcement duty at Miller Park for all Brewers home games and all other scheduled (or to-be-scheduled) special events at Miller Park during the agreement period. Staffing levels shall be determined by the Brewers in consultation with the chief of police or the chief's designee.
3. In return for the police services provided, the City shall be compensated at the actual applicable overtime rate for each police aid, officer, sergeant and/or lieutenant who provides services at Miller Park. For 2011, the maximum overtime rates the Brewers shall be obligated to pay are:

Police aide	\$24.16 per hour
Police officer	\$48.75 per hour
Sergeant	\$54.20 per hour
Lieutenant	\$63.30 per hour

(The Agreement provides higher rate caps for 2012 season.)

4. The Agreement calls for the City to submit invoices for overtime reimbursement on a monthly basis. The Brewers shall make payment within 15 days of receipt of an invoice.
5. The term of this Agreement shall consist of an Initial Term extending from March 1, 2011 through November 30, 2012, as well as an Option Term. The latter gives the parties involved the mutual option to extend the Agreement for one additional two-year term commencing on December 1, 2012 and terminating on November 30, 2014.

Fiscal Impact

1. The Police Department estimates that the value of this agreement -- i.e., anticipated overtime reimbursement from the Brewers -- is \$1,000,000 per year.
2. Approval of this resolution requires no direct City financial participation. The Agreement fully reimburses the City for MPD overtime expenses associated with providing security at Miller Park. However, certain costs are the sole responsibility of the City. Specifically, per the Agreement, "MPD shall provide all law enforcement equipment and supplies, including but not limited to all mobile, portable and control-base radio equipment necessary for operations at Miller Park, as well as necessary office supplies, including but not limited to a desktop facsimile machine, a desktop copier, and a desktop computer". Also, "...the cost of gasoline for law enforcement vehicles, transportation to and from Miller Park and standard law enforcement services shall be the sole responsibility of the City or MPD".

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