

MEMORANDUM OF AGREEMENT

Froedtert Memorial Lutheran Hospital, Inc.
(hereafter referred to as "FMLH")

and

The Milwaukee County Sheriff's Office
(hereafter referred to as "MCSO")

and

Milwaukee County
(hereafter referred to as "County")

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is entered into this ____ day of March, 2022 (the "Effective Date"), by and between Milwaukee County and the Milwaukee County Sheriff's Office, hereafter referred to as "MCSO" and Froedtert Memorial Lutheran Hospital of Wisconsin, Inc., hereinafter referred to as "FMLH," for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. The MCSO agrees to station two Deputy Sheriffs at the premises of FMLH for the purpose of providing law-enforcement related services, including but not limited to uniformed security services, marked squad operations, critical incident response and investigations for the period beginning March 31, 2022 and ending midnight on the date this Agreement is terminated by either party as set forth herein.

2. The Deputy Sheriffs shall perform the services on or about the premises of the FMLH emergency department, and such services will be provided during all three (3) shifts, twenty-four (24) hours per day, three hundred sixty five (365) days of the year. Both the office and the representatives of FMLH agree upon the initial staffing level and assignment for this contract, which may be adjusted upon agreement by both parties. In the event that the need arises in the opinion of the Command Staff of MCSO (i.e. in response to crowd size or critical incident, necessary criminal investigations, the level of law enforcement activity required, or the need to increase the law enforcement response to protect the safety of the citizens), the MCSO reserves the right to assign additional personnel/assets to this site. FMLH would, in this situation, be responsible for the payment of personnel costs associated with this response under the Agreement that occurs on site.

3. MCSO will coordinate with FMLH Security regarding its activities at FMLH, including but not limited to service of process, execution of warrants, response to disturbances, investigations, interviews, emergency detentions, patients in custody, traffic control, or missing persons. The Deputy Sheriffs will coordinate with FMLH Security regarding any law enforcement activities by any other law enforcement jurisdiction personnel presenting to a Deputy Sheriff at FMLH. In a critical incident, the MCSO agrees to coordinate its response, investigation and interviews with FMLH Security and to meet with FMLH Security and FMLH Administration to debrief within 24 hours of the critical incident.

4. All deputy sheriffs will be in full duty uniform, equipped with a duty pistol, protective vest, OC Spray, and Taser. The deputy sheriffs will operate on both MCSO communications frequencies and FMLH security frequencies. FMLH security representatives will work closely with the MCSO, its deputy sheriffs and command members, to assure proper deployment during this assignment.

5. Each Deputy Sheriff will be considered an employee of the county and will receive all pay and benefits from the county. FMLH will reimburse the county, under the schedule as noted below, for the costs associated with these officers pursuant to the officer's regular rate of pay, over time, and benefits as described. The actual

provision of all health and retirement benefits, leave time and other fringe or employment benefits that the county is obligated by law or local ordinances, regulations, or policies to pay remain the responsibility of the County.

6. The County accepts liability for the acts or omissions of the officers providing services under this agreement and FMLH accepts liability for the acts or omissions of its employees. Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

7. The Deputy Sheriffs will be subject to, and shall abide by, all MCSO rules and regulations, as well as complying with all local, state and federal laws. FMLH and MCSO will, as a general practice, consult and agree to a general set of policy/procedures for MCSO members, and MCSO personnel selected for law enforcement services at FMLH.

8. The initial term of this agreement shall commence on the Effective Date and end on March 31, 2023 and, thereafter, shall continue in full force and effect from year to year under the terms and conditions provided herein, unless and until terminated by either party upon ninety (90) day prior written notice. The rates will be the updated hourly compensation rate, as set by contract between the Milwaukee Deputy Sheriff's Association and the County. MCSO will bill FMLH quarterly to cover straight time costs for the next quarter plus overtime costs actually incurred for the prior quarter, not to exceed three percent of regular hours. FMLH agrees to pay the Milwaukee County Sheriff's Office within thirty (30) business days after the receipt of each quarterly bill. All billing will be sent to:

Froedtert Memorial Lutheran Hospital, Inc.
 9200 West Wisconsin Avenue
 Milwaukee, WI 53226
 Attn: Security Manager

The rates per hour have been approved by the Milwaukee County Sheriff's Office, Fiscal Administration, and agreed upon by FMLH:

Deputy Sheriff I Budgeted Straight Time Rate	\$38.1159
Deputy Sheriff I Benefits (Health, Pension, Social Security Education, Hazardous Duty & Uniforms	\$14.1202
Cost of Squad and Equipment (6.0% of Base)	\$0.8636
Cost of Scheduling & Supervision	\$2.2870
Administrative Overhead	\$1.9620
	\$3.3797
STH Rate	\$60.7284
OTH rate	\$70.3198

24 STH work hours X 365 days	=	8,760 work hours X \$60.7284	=	\$531,980.78	X 2	=	\$1,063,961.57
Three percent overtime	=	263 work hours X \$70.3198	=	\$18,494.11	X 2	=	\$36,988.21

Total Estimated	=	\$1,100,949.78
Estimated Quarterly	=	\$275,237.45
Estimated Monthly	=	\$91,745.82

The MCSO will give the estimated or budgeted costs for the coming year to FMLH promptly on or before December 1 of each year to determine estimated costs for the coming fiscal year. These charges shall be considered estimated costs and the final audit shall determine the costs of service. The parties further agree that it is impossible to project with complete accuracy law enforcement costs and service in advance, and therefore hereby provide for a yearly audit to adjust the prior year's estimated cost of service as set forth above to the actual costs incurred. If the costs for the prior year result in a credit owing to FMLH, it shall be deducted from the estimated costs of the following year of service; and if a debit owing to MCSO, FMLH shall pay the additional sum together with the estimated cost of service for the following year by adding the debit equally to the estimated payment. If the contract is terminated for any reason, outstanding amounts not yet paid by or credited to FMLH will be reconciled and paid within 90 days of the termination.

9. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Wisconsin. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Sheriff and duly authorized representative of FMLH.

10. FMLH, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of FMLH related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("MCCO").

TERMINATION OF AGREEMENT

11. The Sheriff, may, at his discretion, terminate this agreement should he determine an emergency situation exists whereby the resources dedicated to FMLH are needed in the execution of his lawful or statutory duties. The failure to furnish the service herein agreed upon, because of weather, road conditions, or the unavailability of such officers and equipment, in connection with the answering of other MCSO calls, shall not be taken as a breach of this agreement, but commensurate reduction in amounts owed by FMLH will be made. The decision of the Sheriff or Inspector in charge shall be final in such matter.

12. Either party, upon ninety (90) DAYS prior written notice to the other party, may cancel this agreement, and the rights and liabilities hereunder shall cease and this agreement shall be deemed terminated, except that the parties' responsibility for actions taken under this agreement in accord with Section 5 will continue beyond termination.

13. In the event of termination, the County shall be paid for all services rendered through the date of termination.

DELINQUENT PAYMENTS

14. In accordance with MCO 56.32, unless waived by the county board, contractor/vendor/lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the agreement

with the county. The rate of interest shall be the statutory rate in effect for delinquent county property taxes (presently one (1) percent per month or fraction of a month) as described in s. 74.47(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

15. In addition to the interest described above, contractor/vendor/lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the agreement with the county, as may be determined by the administrator of this agreement, or designee. Said penalty shall be the statutory rate in effect for delinquent county property taxes (presently five-tenths (0.5) percent per month or fraction of a month) as described in section 6.06(1) and s. 74.47(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

16. This provision permitting collection of interest and penalty by the county on delinquent payments is not to be considered the county's exclusive remedy for contractor/vendor/lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the county of any other remedy permitted under the agreement, including but not limited to termination of this agreement.

<End of Agreement / Signatory Page Attached>

WITNESS the hands of the parties hereto this _____ day of March, 2022.

MILWAUKEE COUNTY SHERIFF: _____	 _____ Date
Remit Payment to:	Milwaukee County Sheriff's Office C/OMs. Pat Carravetta, Public Safety Fiscal Administrator 821 W. State Street, Room 224 Milwaukee, WI 53233
Froedtert Hospital: _____	 _____ Date
Milwaukee County Executive: _____	 _____ Date
Milwaukee County Corporation Counsel: _____	 _____ Date
Milwaukee County Comptroller: _____	 _____ Date
Milwaukee County Risk Manager: _____	 _____ Date