



COUNTY OF MILWAUKEE
Office of the Sheriff

**AGREEMENT TO EXTEND AND AMEND MEMORANDUM OF
AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This Agreement to Extend and Amend the Memorandum of Agreement for Law Enforcement Services (the "Amendment") is entered into as of March 31, 2020 ("Effective Date") and is by and between Children's Hospital of Wisconsin, Inc. ("CHW"), The Milwaukee County Sheriff's Office ("MCSO") and Milwaukee County ("County").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement for Law Enforcement Services effective as of September 11, 2015, and as extended in 2016 to 2019, by and between CHW, MCSO, and County (the "Agreement"), MCSO agreed to provide CHW with a Deputy Sheriff at the premises of CHW to provide law-enforcement related services in the emergency department; and

WHEREAS, CHW, MCSO, and County desire to amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

The MCSO agrees to station a Deputy Sheriff at the premises of CHW 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, 2020 and ending midnight on March 31, 2021.

2. The first sentence in Section 2 shall be deleted in its entirety and replaced with:

The Deputy Sheriff shall perform the services on or about the premises of CHW with the primary location being the CHW emergency department unless other activity on the premises require the Deputy Sheriff to leave his or her post, 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.

3. The third sentence in Section 2 shall be deleted in its entirety and replaced with:

In the event that the need arises in the opinion of the Command Staff of MCSO (i.e. in response to crowd size of 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.

4. The last sentence in Section 2 shall be deleted in its entirety and replaced with:

CHW would, in this situation, be responsible for the payment of personnel costs associated with this response under the Agreement that occurs on site.

5. Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

This agreement shall continue in full force and effect from year to year under the terms and conditions provided herein, unless terminated by either party upon ninety (90) day prior written notice following expiration of the first contract year. 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 CHW quarterly for \$132,236.55 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. CHW 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:

Director of Security
 Children's Hospital of Wisconsin, Inc.
 999 North 92nd Street, C150
 Wauwatosa, WI 53226

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

Deputy Sheriff 1 Budgeted Straight Time Rate	\$ 35.2184
Deputy Sheriff 1 Benefits (Health, Pension, Social Security)	\$ 14.9789
Education, Hazardous Duty & Uniforms	\$ 0.8636
Cost of Squad and Equipment (6.0% of Base)	\$ 2.1131
Cost of Scheduling & Supervision	\$ 1.9471
Administrative Overhead	\$ 3.3008
STH Rate	\$ 58.4219
OTH Rate	\$ 65.2865

24 STH work hours X 365 days = 8,760 work hours X \$58.4219 =	\$511,775.84
Three percent overtime = 263 work hours X \$65.2865 =	\$ 17,170.35
Total Estimated	\$528,946.19

Estimated Quarterly (based on STH)

\$132,236.55

The MCSO will give the estimated or budgeted costs for the coming year to CHW promptly on or before December 1 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 CHW, it shall be deducted from the estimated costs of the following year of service; and if a debit owing to MCSO, CHW 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 CHW will be reconciled and paid within 90 days of the termination.

6. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.
7. Conflict. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall in all instances govern and control.
8. Ratification. Except as expressly modified and amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect. CHW, MCSO, and County hereby ratify and confirm the Agreement as amended hereby.
9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
10. Audit Language. As party to an agreement with Milwaukee County, we have read and reviewed Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances. We agree to cooperate with the Milwaukee County Audit Services Division, when requested, with answering any questions they have regarding this agreement and the services provided thereunder.
11. Effective Agreement. Upon execution by both parties, this Agreement shall be effective immediately through midnight on March 31, 2021, unless a successor agreement is reached.

(Signature Page to Follow)