



David A. Clarke Jr.
Sheriff

County of Milwaukee

Office of the Sheriff

MEMORANDUM OF AGREEMENT

Children's Hospital of Wisconsin
(hereafter referred to as "CHW")
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 entered into this day by and between the Sheriff of the County of Milwaukee, hereafter referred to as "MCSO" and Children's Hospital of Wisconsin, hereinafter referred to as "CHW," for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. 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, and critical incident response for the period beginning December 15, 2013 and ending midnight on December 31, 2014.
2. The Deputy Sheriff shall perform the services on or about the premises of CHW during all 3-shifts, 24-hours per day, 365 days of the year. Both the office and the representatives of CHW 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 the MCSO (i.e., in response to crowd size or critical incident, the level of law enforcement activity required, or the need to increase the law enforcement response to protect the safety of the citizenry), the MCSO reserves the right to assign additional personnel / assets to this site. CHW would not, in this situation, be responsible for the payment of personnel costs associated with this response under the Agreement.
3. MCSO will coordinate with CHW Security regarding its activities at CHW, 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 Sheriff will coordinate with CHW Security regarding any law enforcement

activities by any other law enforcement jurisdiction personnel presenting to the Deputy Sheriff at CHW. In a critical incident, the MCSO agrees to coordinate its response, investigation and interviews with CHW Security and to meet with CHW Security and CHW 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 CHW security frequencies. CHW security representatives will work closely with the MCSO, its deputy sheriffs and command members, to assure proper deployment during this assignment.

5. The Deputy Sheriff will be considered an employee of the county and will receive all pay and benefits from the county. CHW will reimburse the county for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the officer's regular rate of pay, and over time where necessary. 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 CHW accepts liability for the acts or omissions of its employees.

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. CHW and MCSO will, during the first year of the memorandum, agree to a general policy/procedure manual for MCSO members in conducting their law enforcement services at CHW.

8. 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 90 days prior written notice following the 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 \$48,172.80 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 Services
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 I \$30.88 each, per straight-time hour
Deputy Sheriff I \$46.32 each, per overtime hour

Initial Good Faith Estimate of Costs:

2080 STH work hours X 3 Deputies	= 6,240 work hours X \$30.88	= \$192,691.20
Three percent overtime	= 187 work hours X \$46.32	= \$ 8,661.84
Total Estimated		\$201,353.04

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.

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 CHW.

TERMINATION OF AGREEMENT**DUE TO EMERGENCY EXIGENT CIRCUMSTANCES**

10. The Sheriff, may, at his discretion, terminate this agreement should he determine an emergency situation exists whereby the resources dedicated to the CHW 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 CHW will be made. The decision of the Sheriff or Inspector in charge shall be final in such matter.

11. Either party, upon 30-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.

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

DELINQUENT PAYMENTS

13. 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.

14. 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.

15. 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.

EFFECTIVE AGREEMENT

Upon execution by both parties, this Memorandum of Agreement shall be effective immediately through midnight on December 31, 2014, unless a successor agreement is reached.

<End of Agreement / Signatory Page Attached>

WITNESS the hands of the parties hereto this _____ day of _____, 2014.

MILWAUKEE COUNTY SHERIFF

David A. Clarke Jr., Sheriff
MILWAUKEE COUNTY, WISCONSIN

Date

**Remit Payment to: Milwaukee County Sheriff's Office
C/O Inspector Edward H. Bailey
821 W. State Street, Room 107
Milwaukee, WI 53233**

FOR Children's Hospital of Wisconsin, Inc.:

DocuSigned by:
Cynthia S. Christensen

Cynthia S. Christensen
President

2/24/2014

Date

Milwaukee County Executive:

DocuSigned by:
Chris Abele

Chris Abele
MILWAUKEE COUNTY, WISCONSIN

4/8/2014

Date

Milwaukee County Corporation Counsel:

DocuSigned by:
Paul E. Bargren

Paul E. Bargren, Esq.
MILWAUKEE COUNTY, WISCONSIN

2/24/2014

Date

Milwaukee County Comptroller:

DocuSigned by:
Scott B. Manske

Scott B. Manske
MILWAUKEE COUNTY, WISCONSIN

4/21/2014

Date

Milwaukee County Risk Manager:

DocuSigned by:
Amy Pechacek

Amy Pechacek
MILWAUKEE COUNTY, WISCONSIN

2/25/2014

Date

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WITNESS the hands of the parties hereto this _____ day of _____, 2014.

MILWAUKEE COUNTY SHERIFF

David A. Clarke Jr.

David A. Clarke Jr., Sheriff
MILWAUKEE COUNTY, WISCONSIN

3/25/2014

Date

**Remit Payment to: Milwaukee County Sheriff's Office
C/O Inspector Edward H. Bailey
821 W. State Street, Room 107
Milwaukee, WI 53233**

FOR Children's Hospital of Wisconsin, Inc.:

DocuSigned by:

Cynthia S. Christensen

Cynthia S. Christensen
President

2/24/2014

Date

Milwaukee County Executive:

Chris Abele
MILWAUKEE COUNTY, WISCONSIN

Date

Milwaukee County Corporation Counsel:

DocuSigned by:

Paul F. Bargren

Paul F. Bargren, Esq.
MILWAUKEE COUNTY, WISCONSIN

2/24/2014

Date

Milwaukee County Comptroller:

Scott B. Manske
MILWAUKEE COUNTY, WISCONSIN

Date

Milwaukee County Risk Manager:

DocuSigned by:

Amy Pechacek

Amy Pechacek
MILWAUKEE COUNTY, WISCONSIN

2/25/2014

Date

Certificate of Completion

Envelope Number: 0AAA62BC24BE43A2A1764212DBA820DE	Status: Completed
Subject: Please DocuSign this document: Memorandum of Agreement - Agreement for Law Enforcement Updated 02...	
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Certificate Pages: 5	Initials: 0
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	edward.bailey@milwaukeecountywi.gov
	IP Address: 204.194.251.5

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Signer Events

Signer Events	Signature	Timestamp
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<p>Chris Abele chris.abele@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/8/2014 3:53:26 PM CT ID: 85825e25-d283-47a0-a596-41d520d95731</p>	<p>DocuSigned by: 11472D44B0D048B...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 2/24/2014 12:31:21 PM CT Resent: 3/24/2014 5:45:41 PM CT Viewed: 4/4/2014 8:57:19 AM CT Signed: 4/8/2014 3:53:43 PM CT</p>
<p>Cynthia S. Christensen cschristensen@chw.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/24/2014 12:59:23 PM CT ID: 13a496a5-dea6-4b4a-a96d-47edf87d321d</p>	<p>DocuSigned by: 87097D6D4EE54DC...</p> <p>Using IP Address: 208.84.184.239</p>	<p>Sent: 2/24/2014 12:32:59 PM CT Viewed: 2/24/2014 12:41:06 PM CT Signed: 2/24/2014 1:01:49 PM CT</p>
<p>David Clarke david.clarke@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>Uploaded paper with hand signature</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/24/2014 5:45:40 PM CT Viewed: 3/25/2014 2:53:10 PM CT Signed: 3/25/2014 2:53:10 PM CT</p>
<p>Paul Bargren paul.bargren@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/24/2014 12:39:20 PM CT ID: 20edc5ff-d18c-42e4-947e-65abbc6281b0</p>	<p>DocuSigned by: C5BABA95959D24B6...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 2/24/2014 12:31:21 PM CT Viewed: 2/24/2014 12:39:20 PM CT Signed: 2/24/2014 12:44:05 PM CT</p>
<p>Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/21/2014 8:00:15 AM CT Viewed: 4/21/2014 8:45:09 AM CT Signed: 4/21/2014 8:46:25 AM CT</p>

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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Richard Schmidt
richard.schmidt@milwaukeecountywi.gov
Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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William Lethlean
william.letllean@milwaukeecountywi.gov
Security Level: Email, Account Authentication
(None)

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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/21/2014 8:46:27 AM CT
Completed	Security Checked	4/21/2014 8:46:27 AM CT

Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.