



County of Milwaukee  
**Office of the Sheriff**

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**MEMORANDUM OF AGREEMENT**

**Milwaukee Regional Medical Center, Inc.**  
(hereafter referred to as "MRMC")  
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 Milwaukee Regional Medical Center, Inc., hereinafter referred to as "MRMC," for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. The MCSO agrees to station two (2) Deputy Sheriffs at the premises of MRMC more fully described on Exhibit A, attached hereto and incorporated herein, 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 Deputy Sheriffs shall perform the services on or about the premises of MRMC 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. MRMC agrees 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, 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 citizenry), the MCSO reserves the right to assign additional personnel / assets to this site. MRMC 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 MRMC regarding its activities at MRMC, 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 MRMC Security regarding any law

enforcement activities by any other law enforcement jurisdiction personnel presenting to the Deputy Sheriffs at MRMC. In a critical incident, the MCSO agrees to coordinate its response, investigation and interviews with MRMC Security and to meet with MRMC Security and MRMC Administration to debrief within 24 hours of the critical incident.

4. All deputy sheriffs will be in full duty uniform, equipped with a duty weapon, protective vest, OC Spray, and Taser. The deputy sheriffs will operate on MCSO communications frequencies. MRMC security representatives will work closely with the MCSO, its deputy sheriffs and command members, to assure proper deployment during this assignment.
5. The Deputy Sheriffs will be considered employees of the County and will receive all pay and benefits from the County. MRMC will reimburse the County, under the schedule as noted below, for the costs associated with these deputy sheriffs' pursuant to the deputy sheriffs' regular rate of pay, overtime 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 MRMC 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.
8. This agreement shall continue in full force and effect under the terms and conditions provided herein, unless 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 MRMC quarterly for \$264,473.10 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. MRMC 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:

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

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 X 2 =	\$1,023,551.69
Three percent overtime = 263 work hours X \$65.2865 X 2 =	\$ 34,340.70
Total Estimated	\$1,057,892.39

Estimated Quarterly (based on STH)	\$264,473.10
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The MCSO will give the estimated or budgeted costs for the coming year to MRMC 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 MRMC, it shall be deducted from the estimated costs of the following year of service; and if a debit owing to MCSO, MRMC 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 MRMC will be reconciled and paid within 90 days of the termination. All Billing will be sent to:

Robert F. Simi, Jr., Executive Director  
 Milwaukee Regional Medical Center  
 8700 Watertown Plank Road  
 Milwaukee, WI 53226

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, or his or her designee, and duly authorized representative of MRMC.

**TERMINATION OF AGREEMENT**

**DUE TO EMERGENCY EXIGENT CIRCUMSTANCES**

10. The Sheriff, or his or her designee, may, at his or her discretion, terminate this agreement should he determine an emergency situation exists whereby the resources dedicated to the MRMC are needed in the execution of his or her 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 MRMC will be made. The decision of the Sheriff, or his or her designee, 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.

### **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.

### **EFFECTIVE AGREEMENT**

Upon execution by both parties, this Memorandum of Agreement shall be effective immediately through midnight on March 31, 2021, unless a successor agreement is reached.

(Signature Page to Follow)

WITNESS the hands of the parties hereto this \_\_\_\_\_.

**MILWAUKEE COUNTY SHERIFF:**

\_\_\_\_\_  
Denita R. Ball, Chief Deputy  
MILWAUKEE COUNTY, WISCONSIN

\_\_\_\_\_  
Date

**Remit Payment to: Milwaukee County Sheriff's Office  
C/O Mr. Dennis Brand, Accounting Manager  
821 West State Street, Room 224  
Milwaukee, WI 53233**

**MILWAUKEE REGIONAL MEDICAL CENTER, INC.:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY EXECUTIVE:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY CORPORATION COUNSEL:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY COMPTROLLER:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY RISK MANAGER:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

## EXHIBIT A

### **AREA OF SERVICE:**

The Milwaukee Regional Medical Center (MRMC) Campus includes the area of Wauwatosa north of Wisconsin Ave, south of Watertown Plank Road, east of Interstate Highway 45 and west of Windsor Court and an alley of the residential neighborhood north of Windsor Court. The area shall also include the MRMC Thermal Plant and MRMC Offices and all roadways, buildings, improvements, green spaces, parking areas and rights of way within the described campus. The scope of services includes the interior, exterior, and premises, including the adjacent green spaces, of the Milwaukee County Behavioral Health Campus while it remains in active operation.

