



County of Milwaukee  
**Office of the Sheriff**

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David A. Clarke Jr.  
Sheriff

**DATE:** April 24, 2014

**TO:** Marina Dimitrijevic, Chairwoman, County Board of Supervisors

**FROM:** Edward H. Bailey, Inspector, Office of the Sheriff, Milwaukee County

**SUBJECT:** **Memorandum of Understanding with Children's Hospital of Wisconsin and the Office of the Sheriff to provide law-enforcement related services at the premises of Children's Hospital of Wisconsin.**

It is requested that this Memorandum of Understanding be referred to the Committee on Finance, Personnel and Audit. Pursuant to §59.52(31)(b)(1), Stats., the County Executive has approved this Memorandum of Understanding, authorizing a total contract sum of \$201,353 and the Memorandum of Understanding will take effect unless the Committee takes action to reject or affirm this Memorandum of Understanding within 14 days.

### **BACKGROUND**

The Sheriff of Milwaukee County has been contacted by Children's Hospital of Wisconsin and requested to provide a uniformed law-enforcement presence on or about the premises of Children's Hospital of Wisconsin during all 3-shifts, 24-hours per day, 365 days of the year for the period beginning December 15, 2013 through December 31, 2014.

### **MEMORANDUM DETAILS**

The parties have agreed to the following:

1. The Sheriff of Milwaukee County will station a Deputy Sheriff on or about the premises of Children's Hospital of Wisconsin to provide law enforcement related services, including but not limited to uniformed security, marked squad operations, and critical incident response.
2. The Deputy Sheriff shall perform law enforcement services on or about the premises of Children's Hospital of Wisconsin all 3-shifts, 24-hours per day, 365 days of the year. Staffing levels may be adjusted upon agreement by both parties.
3. MCSO will coordinate with CHW Security regarding its activities at CHW, including but not limited to service or process, execution of warrants, response to disturbances, investigations, interviews, emergency detentions, patients in custody, traffic control, or missing persons. The

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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.

4. All deputy sheriffs will be in full uniform, equipped with duty pistol, protective vest, OC Spray, and Taser. The deputy sheriffs will operate on both MCSO communications frequencies and CHW security frequencies.
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 overtime where necessary. All health and retirement benefits, leave time and other fringe or employment benefits will remain the responsibility of the county.

### FISCAL DETAILS

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 updated hourly compensation rate as set by contract between the Milwaukee Deputy Sheriff's Association and the County.

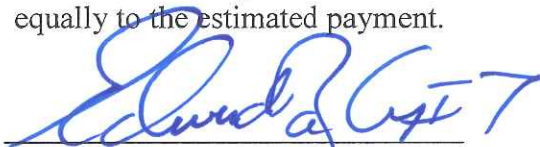
MCSO will invoice CHW quarterly for \$48,172.80 to cover straight time costs for the next quarter plus overtime costs actually incurred for the prior quarter, not to exceed three percent of regular hours. The rates per hour have been approved by the Milwaukee County Sheriff's Office, Fiscal Administration, and agreed upon by CHW:

Deputy Sheriff 1	\$30.88 each, per straight-time hour
Deputy Sheriff 1	\$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	=	<u>\$ 8,661.84</u>
Total Estimated				\$201,353.04

These charges shall be considered estimated costs and the final audit shall determine the costs of service. 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 services for the following year by adding the debit equally to the estimated payment.



Edward H. Bailey, Inspector  
Milwaukee County Office of the Sheriff

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cc: Amber Moreen  
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