

ORIGINAL

RESOLUTION 87-09

To Authorize and Adopt a Contract for Medical Examiner Services  
with Anoka County, Minnesota.

WHEREAS, the Polk County Medical Examiner has previously administered contracts with the Anoka County Medical Examiners Office for the provision of medical examiner services.

WHEREAS, through such contracts, the Polk County has received the expertise and professionalism of the Anoka County Medical Examiner for the provision of forensic autopsy services and other related medical examiner services.

WHEREAS on November 5, 2009 the Office of Corporation Counsel has submitted the proposed 2010 Contract for Medical Examiner Services to the Wisconsin Attorney General for a determination of proper form and compatibility with the laws of the State of Wisconsin and said determination remains pending.

NOW, THEREFORE, BE IT RESOLVED, the Polk County Board of Supervisors authorizes and adopts on behalf of Polk County the Contract for Medical Examiner Services, attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Polk County Medical Examiner shall administer said contract in all respects for Polk County.

BE IT RESOLVED that pursuant to Wisconsin Statute Section 66.0303(3) (a), that said contract is effective conditioned upon a determination of the Wisconsin Attorney that the contract is in proper form and compatible with the laws of the State of Wisconsin.

Funding Amount: \$34,000.  
Funding Source: County Levy as Authorized in  
2010 Budget for Department of Medical Examiner

Date Finance Committee Advised: 2010 Budget Process  
Finance Committee Recommendation: Passage  
Effective Date: Upon passage, conditioned upon determination by the Wisconsin Attorney General, as noted above.

Approved as to form: Jeffrey B. Fuge  
Jeffrey B. Fuge, Corporation Counsel

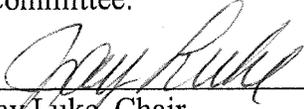
Dated Submitted to County Board: December 15, 2009

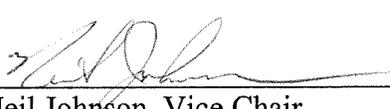
County Board Action: adopted by unanimous voice vote

**RESOLUTION \_\_\_\_\_**: To Authorize and Adopt a Contract for Medical Examiner Services with Anoka County, Minnesota.

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Submitted Upon Recommendation of the Polk County Public Protection and Judicial Committee:

  
\_\_\_\_\_  
Jay Luke, Chair

  
\_\_\_\_\_  
Neil Johnson, Vice Chair

  
\_\_\_\_\_  
Joan Peterson, Secretary

\_\_\_\_\_  
Brian Masters

  
\_\_\_\_\_  
Kim O'Connell

This Resolution was enacted by the Polk County Board of Supervisors by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Bryan Beseler, Polk County Board Chairperson

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Carole Wondra, County Clerk

Dated: \_\_\_\_\_

LEGAL NOTE

The Resolution to Authorize and Adopt a Contract for Medical Examiner Services with Anoka County, Minnesota involves a proposed agreement which is authorized pursuant to Wisconsin Statute Section 66.0303, Municipal Interstate Cooperation. Pursuant to law, the resolution contains a condition precedent. The condition precedent is that before the agreement becomes effective the Wisconsin Attorney General shall approve the agreement as to form and compatibility with state law.

Under law, the agreement will be approved unless the Wisconsin Attorney General provides a finding that the agreement does not meet the statutory conditions. The finding of the Wisconsin Attorney General must also detail the specific respects in which the proposed agreement fails to meet the requirements of law. The failure of the Wisconsin Attorney General to disapprove a proposed agreement within 90 days of submission constitutes approval. In the event that the Wisconsin Attorney General provides no response, the agreement will be deemed approved and the effective date of the resolution will relate back to the day on which the resolution was adopted by the Polk County Board of Supervisors.

The Corporation Counsel submitted the proposed agreement to the Wisconsin Attorney General on November 5, 2009. The approval process remained pending when the resolution was presented on December 2, 2009 to the County Clerk for distribution in advance of the December 15, 2009 meeting of the Polk County Board of Supervisors.

**Contract for  
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 2100 Third Avenue, Anoka, MN 55303 and **Polk County, Wisconsin**, 1005 West Main Street, Suite 700, Balsam Lake, WI 54810.

RECITALS:

- 1.) Anoka County has appointed Dr. Janis Amatuzio, who is a doctor of medicine licensed to practice medicine in the state of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
- 2.) Dr. Amatuzio, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
- 3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
- 4.) Polk County wishes to contract with Anoka County for the provision of autopsy services to Polk County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.
  - 1.1 This Agreement will commence on January 1, 2010, and will terminate on December 31, 2010.
  - 1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.
2. SERVICES.
  - 2.1 Anoka County will provide autopsy services as described in Attachment A, which is incorporated into and made a part of this Agreement.
3. COMPENSATION.
  - 3.1 Polk County will pay Anoka County, as compensation for autopsy services provided during the term of this Agreement, the amount of **\$34,000.00**, to be billed and paid quarterly in the amount of **\$8,500.00**.
  - 3.2 *If a catastrophic event occurs that requires significantly more than the normal services, Polk County will reimburse Anoka for the actual cost of additional expenses incurred in performing the duties herein. Catastrophic event shall be defined as one where multiple*

*deaths (5 or more) occur from a single event. If the parties dispute the amount of additional expenses, they hereby agree to (1) use mediation to resolve their difference, and if that fails, (2) to submit in binding arbitration in accordance with the practices and terms of the American Arbitration Association. Mediators and Arbitrators shall be picked by agreement, or failing that, each party shall choose one, who shall then meet and choose the actual arbitrator or mediator. Each party shall pay one-half the cost of the entire process.*

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.

4.2 Anoka County agrees to allow Polk County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).

5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

6. TERMINATION.

6.1 This Contract will terminate under the following circumstances:

6.1.1 by the parties' mutual written agreement;

6.1.2 upon at least 3 months written notice specifying the termination date, given by either party, with or without cause;

6.1.3 if a party is in breach of a material obligation under this Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15 day notice period and pursues cure of the breach in good faith.

6.1.4 automatically without notice on December 31, 2010.

6.2 Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Polk

County of its obligation to pay all charges that accrued prior to such termination.

6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

7. DATA PRACTICES.

7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose in the course of its performance of this Agreement.

7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.

8. NON-DISCRIMINATION.

8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

9. INDEMNIFICATION.

9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Polk County against any and all liability, loss, damages, costs, and expenses which Polk County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Agreement.

9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Polk County, its employees, servants or agents.

9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

10. INDEPENDENT CONTRACTOR.

10.1 Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Polk County or as constituting Anoka County or its employees as the agent, representative, or employee of Polk County for any purpose.

11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 The parties will venue any proceedings related to this Agreement in the Anoka County

District Court, State of Minnesota.

12. NOTICE

12.1 Notice is to be given in writing and either sent by mail or delivered in person.

12.1.1 Notice for Polk County will be directed to Jonn Dinnies, 1005 West Main Street, Suite 700, Balsam Lake, WI 54810.

12.1.2 Notice for Anoka County will be directed to Jerry Soma, Human Services Division Manager, 2100 Third Avenue, Anoka, MN 55303.

12.2 Notice served by mail is deemed received 3 days after mailing.

13. MODIFICATIONS

13.1 Material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

**County of Anoka, Minnesota**

**County of Polk, Wisconsin**

By: \_\_\_\_\_  
Dennis D. Berg  
Chair, Board of Commissioners

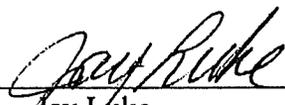
By: \_\_\_\_\_  
Bryan Beseler  
Chair, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Terry L. Johnson  
County Administrator

By:  \_\_\_\_\_  
Jay Luke  
Chair, Public Protection Committee

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
County Corporation Counsel

## Attachment A

### Autopsy Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. Accreditation by the National Association of Medical Examiners.
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.



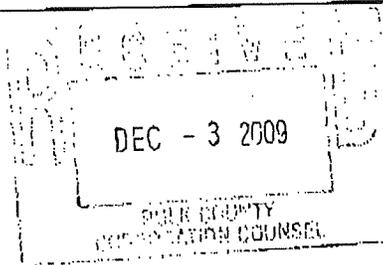
STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

J.B. VAN HOLLEN  
ATTORNEY GENERAL

Raymond P. Taffora  
Deputy Attorney General

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F. Thomas Creeron III  
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608/266-8549  
tcreeronf@doj.state.wi.us  
FAX 608/267-2223



December 1, 2009

Mr. Jeffrey B. Fuge  
Corporation Counsel  
Polk County  
1005 West Main Street, Suite 100  
Balsam Lake, WI 54810

Dear Mr. Fuge:

Pursuant to Wis. Stat. § 66.0303(3), you have asked the Attorney General to approve an intergovernmental agreement between Polk County, Wisconsin and Anoka County, Minnesota. The agreement involves the provision of autopsy services by the Anoka County Medical Examiner to Polk County. Under Wis. Stat. § 66.0303(3), the Attorney General transmits a copy of the agreement to the Governor who then forwards any comments that the Governor may have. The Governor had no comments.

The Attorney General has reviewed the agreement. This letter is to formally notify you that the agreement is approved. The Attorney General expressly disclaims any liability on the part of the State of Wisconsin, any of its agencies, or any of its officers or employees in undertaking this review.

Sincerely,

F. Thomas Creeron III  
Assistant Attorney General

FTC:cla

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