

RESOLUTION 63-10

Resolution to Authorize and Adopt a Contract for Medical Examiner Services for 2011 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 September 7, 2010, the Office of Corporation Counsel has submitted the proposed 2011 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: \$26,000.

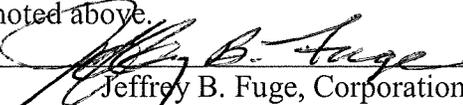
Funding Source: County Levy as Authorized in the
2011 Budget for Department of Medical Examiner

Date Finance Committee Advised: 2011 Budget Process

Finance Committee Recommendation: _____

Effective Date: Upon passage, conditioned upon determination by the Wisconsin Attorney General, as noted above.

Approved as to form: _____


Jeffrey B. Fuge, Corporation Counsel

Dated Submitted to County Board: 9-21-10

County Board Action: adopted

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

Jay Rude
James A. Edgell
L.A. O'Connell

At its regular business meeting on _____, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution ____-10: Resolution to Authorize and Adopt a Contract for Medical Examiner Services for 2011 with Anoka County, Minnesota, by a vote of _____ in favor and _____ against.

William Johnson, IV, County Board Chairperson < Insert Other presiding Officer >

Attest: _____
Carole Wondra, Polk County Clerk

Legal Note:

The above-resolution 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.

- 3.2 The agreed upon compensation is based upon an average of thirteen (13) autopsies per year at \$2,000.00 per autopsy, ~~and an additional 20% as and for the right to name Dr. Quinn Strobl as Polk County's Medical Examiner.~~
- 3.3 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, 2011.

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.

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: _____
Chair, Board of Supervisors

Date: _____

Date: _____

Attest:

By: _____
Terry L. Johnson
County Administrator

By: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

STATE OF WISCONSIN)
) SS
COUNTY OF POLK)

I, Carole T. Wondra, Clerk for Polk County, do hereby certify that the
attached is a true and correct copy of Resolution No. 63-10 that was adopted
by the Polk County Board of Supervisors on September 21, 2010.

Carole T. Wondra 9-28-10
Carole T. Wondra Date
Polk County Clerk