

**Contract for
Medical Examiner Services**

This CONTRACT is entered into by and between Anoka County, Minnesota, 2100 Third Avenue, Anoka, MN 55303 and Burnett County, Wisconsin, 7401 County Road K, Siren, WI 54872.

RECITALS:

- 1.) Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, 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. Quinn Strobl, 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.) Burnett County wishes to contract with Anoka County for the provision of autopsy services to Burnett County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

1.1 This Agreement will commence on January 1, 2021, and will terminate on December 31, 2022.

1.2 This Agreement will automatically renew for an additional two-year term unless either party notifies the other party in writing, before September 30, 2022 of their intent not to renew the agreement.

1.3 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 Burnett County will pay Anoka County, as compensation for autopsy services provided during the term of this Agreement, the amount of \$42,000.00 per year, to be billed and paid

quarterly in the amount of **\$10,500.00**.

- 3.2 If a catastrophic event occurs that requires significantly more than the normal services, Burnett 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.
- 3.3 In addition to the base amount Anoka County may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.
- 3.4 Anoka County agrees that by September 1, 2022, it will provide notice to Burnett County with any recommended adjustments to the fee beginning 2023. Burnett County agrees to notify Anoka County by September 30, 2022 if it will not accept the increase to the fees.

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 Burnett 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, 2024.
- 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 Burnett 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. MN law governs any data requests as it relates to records we create or maintain. If requested by Burnett County, the Midwest Medical Examiner's Office will provide notice to Burnett County of any requests for data. In the event a question of law arises, Burnett County's legal counsel will be responsible for the final decision.
 - 7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.
 - 7.3 If the data held by Anoka County pursuant to this Contract are part of an official record under Minnesota Statutes § 15.17, it is the responsibility of Anoka County to maintain the data according to its records retention schedule.
- 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 Burnett County against any and all liability, loss, damages, costs, and expenses which Burnett 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 Burnett 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 Burnett County or as constituting Anoka County or its employees as the agent, representative, or employee of Burnett 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 Burnett County will be directed to Nathan Ehalt, County Administrator, 7401 County Road K, #116, Siren, WI 54872.

12.1.2 Notice for Anoka County will be directed to Rhonda Sivarajah, County Administrator, 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

By: _____
Rhonda Sivarajah
County Administrator

Date: _____

County of Burnett, Wisconsin

By: _____
Don Taylor
Chair, Board of Supervisors

Date: 02.11.2020

Attest:

By: _____
Nathan Ehalt
County Administrator

Approved as to form:

Assistant County Attorney

Approved as to form:

(Assistant) District Attorney