

AUTOPSY AGREEMENT BETWEEN
RACINE COUNTY
AND
MILWAUKEE COUNTY

THIS AGREEMENT is entered this 31 day of
December, 2017 between Milwaukee County and Racine
County, for the purpose of a cooperative agreement in providing autopsy and
laboratory services for the period beginning January 1, 2018 and continuing through
December 31, 2020.

The parties, Milwaukee County and Racine County, hereby agree as follows,
for and in consideration of the mutual promises and covenants contained herein:

1. Milwaukee County will perform all of the Racine County autopsies
ordered by the Racine County Medical Examiner, except for such
autopsies as the Racine County Medical Examiner may arrange to have
conducted by pathologists at Wheaton Franciscan Health Care, of
persons who died at All Saints Hospital, Racine, Wisconsin.
2. Racine County will pay Milwaukee County \$1,600 for each autopsy
performed by Milwaukee County. The fee will include all pathologist
dissection, routine toxicology, photography, digital radiography and
histology. A digital copy (CD) of photographs (and radiographic images,

if needed) will be provided for every case. This fee will also include the storage of bodies at the Milwaukee County Medical Examiner's Office for a period not to exceed 30 days. It will be at the Milwaukee County Medical Examiner's discretion to exceed 30 days. Autopsies will be performed at the Milwaukee County Medical Examiner's Office. Milwaukee County will provide a written autopsy protocol and toxicology report to Racine County in a timely manner; provisional results will be provided within 24 hours of autopsy completion. A timely manner is defined as 30 days for routine, uncomplicated cases and 60 days for those cases requiring outside consultation.

3. Milwaukee County will provide courtroom testimony concerning any autopsy performed by it at the following rate: \$500 per hour.
Any additional services requested by Racine County of Milwaukee County may be provided by Milwaukee County as agreed by the two counties.
4. Racine County will be responsible for the transportation of the bodies to and from the Milwaukee County Medical Examiner's Office for the autopsies and for the costs related thereto.
5. Racine County will pay for additional toxicology, serology, odontological services or any additional services (e.g. courtroom

testimony) that are requested by Racine County. When possible, Milwaukee County will comply with Racine's designation of a toxicology laboratory to utilize for Racine County's cases. Racine County shall designate a laboratory at the time it is notified of the need for toxicology testing by Milwaukee County.

6. Records for Racine County cases shall be considered Racine County's records and Racine County shall be the custodian of these records for purposes of public records requests. Records shall be sent to Racine County as soon as possible while a case is pending. Requests for records of Racine County cases received by the Milwaukee County Medical Examiner's office shall be transmitted to Racine County for response. Milwaukee County may maintain copies of records for Racine County cases to allow Milwaukee County personnel to answer questions during the pendency of a case.
7. The term of this agreement will be for a period of three years from the date of signing.
8. To the fullest extent permitted by law, Racine County and Milwaukee County shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Racine County's and Milwaukee County's respective liabilities shall

be limited by Wisconsin Statutes §345.05(3) for automobile and §893.80(3) for general liability. Racine County and Milwaukee County each represent that they are financially responsible and will therefore be able to respond in damages because any injuries, damages or losses so occasioned by their respective acts omissions and negligence.

9. Both parties to this agreement understand that the agreement is subject to funding continuation by their respective county boards, and in the event that funding for either the Milwaukee County Medical Examiner's Office or Racine County's payment for cases performed by the Milwaukee County Medical Examiner's Office is withdrawn by a county board, this agreement may be terminated.
10. Either party for any reason may terminate this Agreement by providing the other party with written notice to terminate with a minimum of thirty (30) days' notice. All services contracted and provided prior to the termination date will be timely paid by Racine County.

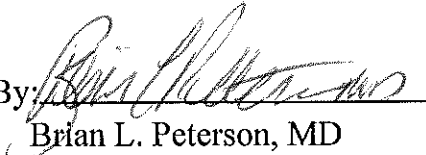
11. This agreement cannot be assigned by one party without the written permission of the other party.

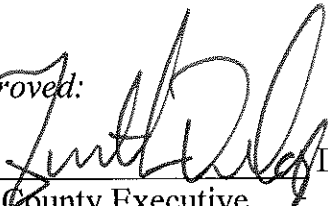
12. In witness whereof, the parties hereto have executed this Agreement on the day, month and year first written.

Racine County


By: _____ Date: _____
Jonathan Delagrave
Racine County Executive

Milwaukee County Medical Examiner

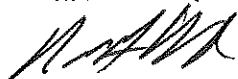
By:  Date: 1-5-18
Brian L. Peterson, MD
Medical Examiner

Approved: 
By: _____ Date: 12-21-17
County Executive
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

Approved: 
By: _____ Date: 12-14-17
Office of the Comptroller

Approved as to Execution:
By:  Date: 12-21-17
Corporation Counsel

Reviewed by:
By: _____ Date: _____
Risk Management

Russell A. Clark
Racine County Board Chairman
 12-21-17