

ENROLLED ORDINANCE 180-61

APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OZAUKEE
COUNTY FOR THE WAUKESHA COUNTY MEDICAL EXAMINER OFFICE TO
PROVIDE MEDICAL EXAMINER SERVICES TO OZAUKEE COUNTY

WHEREAS, the authority for a contract agreement, which permits intergovernmental cooperation for public purposes, is contained in Wis. Stat. §66.0301; and

WHEREAS, the Waukesha County's Medical Examiner Office employs board-certified forensic pathologists; and

WHEREAS, Ozaukee County has expressed an interest for the Waukesha County Medical Examiner Office to provide autopsy services; and

WHEREAS, the Waukesha County Medical Examiner Office will be responsible for performing autopsy services including obtaining and interpreting typical medical testing, and in certain cases when requested by Ozaukee County, providing a medical opinion of the cause of death when sufficient information is available; and

WHEREAS, it will remain mutually beneficial to Ozaukee County and Waukesha County to approve this Agreement; and

WHEREAS, Waukesha County was recently notified that Washington County will be terminating its agreement with Waukesha County for medical examiner services, and the Ozaukee County revenue will partially offset the loss of revenue under the previous contract; and

WHEREAS, the proposed agreement will not require any current budget action because there is sufficient expenditure authority included in the 2026 budget.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Intergovernmental Cooperation Agreement Between Waukesha County and Ozaukee County Regarding the Provision of Medical Examiner Services to Ozaukee County is hereby approved.

BE IT FURTHER ORDAINED that the Waukesha County Medical Examiner or their designee is authorized to execute the Intergovernmental Cooperation Agreement Between Waukesha County and Ozaukee County Regarding the Provision of Medical Examiner Services to Ozaukee County and any other documents necessary to effectuate the intent thereof.

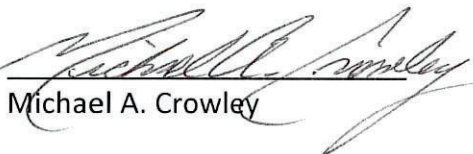
APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OZAUKEE COUNTY FOR THE
WAUKESHA COUNTY MEDICAL EXAMINER OFFICE TO PROVIDE MEDICAL EXAMINER SERVICES TO
OZAUKEE COUNTY

Presented By:
Judiciary & Law Enforcement Committee


Jacob LaFontain, Chair

Absent

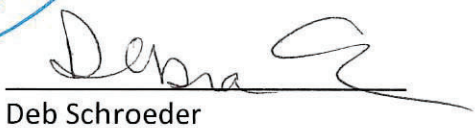
Jim Batzko


Michael A. Crowley

Absent

Timothy Dondlinger


John D. Leisemann


Deb Schroeder


Terry Thieme

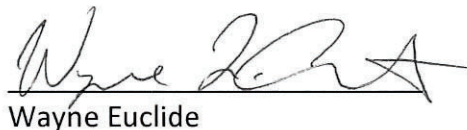
Approved By:
Finance Committee


Gary J. Szpara, Chair

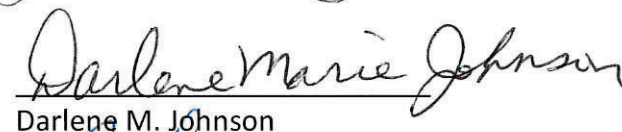

Timothy Dondlinger

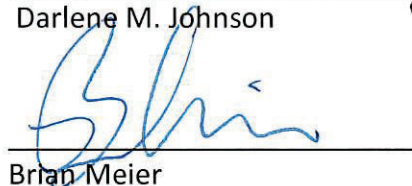
Absent

Darryl Enriquez



Wayne Euclide


Joel R. Gaughan


Darlene M. Johnson


Brian Meier


The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 12-19-2025, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 12-19-2025, 
Paul Farrow, County Executive

ORDINANCE ADMINISTRATIVE FACT SHEET

Title of O/R:	APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OZAUKEE COUNTY FOR THE WAUKESHA COUNTY MEDICAL EXAMINER OFFICE TO PROVIDE MEDICAL EXAMINER SERVICES TO OZAUKEE COUNTY	
Submitting Department:	MEDICAL EXAMINER	
Department Contact(s): <small>(Include dept. manager or staff who has worked on this ordinance in addition to the dept. head)</small>	Nicole Powell	
Who will appear at committee meetings?	Nicole Powell, Lynda Biedrzycki	
Date of Co. Board Meeting at which you plan O/R to be considered:	12/10/2025	Fiscal Note by DOA? Yes
Routing Number:	Routing # 220-02-25	

Does this O/R create or abolish any positions or involve other Human Resources issues?

_____ Yes* X No

* If yes, the ordinance should be reviewed by HR prior to submission to Corp. Counsel.

Does this O/R appropriate or transfer expenditure authority, additional resources or change the Budget intent?

_____ Yes* X No

*If department staff developed a fiscal impact statement, please send to your assigned budget analyst concurrent with forwarding of O/R to Corp. Counsel.

Does this O/R authorize the execution of any new or extended contracts/leases/MOUs or other agreements that obligate the County?

 X Yes* _____ No

*If yes, the proposed documents must be forwarded to risk management and Corp. Counsel for approval. The O/R will not be forwarded to the Co. Board until related agreements receive approval. Departments are responsible for putting approved documents on file with the Co. Clerk.

Are there documents (other than contracts, leases or MOUs) that should be included with this O/R before it goes to the County Board office?

 X Yes* _____ No

If yes, all documents must be received by Corp. Counsel before the ordinance can be forwarded to DOA for review. Contracts or leases that are affected by or are the subject of an O/R must be provided to Corp. Counsel.

Has this O/R been reviewed by Corporation Counsel?

 X Yes _____ No

Sec. 59.14(1m), Wis. Stats. Summary (for publication purposes): This ordinance authorizes Waukesha County to enter an intergovernmental agreement, beginning on January 1, 2026, to provide autopsy services to Ozaukee County.

1 APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OZAUKEE
2 COUNTY FOR THE WAUKESHA COUNTY MEDICAL EXAMINER OFFICE TO
3 PROVIDE MEDICAL EXAMINER SERVICES TO OZAUKEE COUNTY
4

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6 cooperation for public purposes, is contained in Wis. Stat. §66.0301; and
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9 pathologists; and
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12 Examiner Office to provide autopsy services; and
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15 autopsy services including obtaining and interpreting typical medical testing, and in certain cases
16 when requested by Ozaukee County, providing a medical opinion of the cause of death when
17 sufficient information is available; and
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19 WHEREAS, it will remain mutually beneficial to Ozaukee County and Waukesha County to
20 approve this Agreement; and
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23 terminating its agreement with Waukesha County for medical examiner services, and the
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27 sufficient expenditure authority included in the 2026 budget.
28

29 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
30 that the Intergovernmental Cooperation Agreement Between Waukesha County and Ozaukee
31 County Regarding the Provision of Medical Examiner Services to Ozaukee County is hereby
32 approved.
33

34 BE IT FURTHER ORDAINED that the Waukesha County Medical Examiner or their designee
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FISCAL NOTE

APPROVE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OZAUKEE COUNTY FOR THE WAUKESHA COUNTY MEDICAL EXAMINER OFFICE TO PROVIDE MEDICAL EXAMINER SERVICES TO OZAUKEE COUNTY

This ordinance authorizes Waukesha County to enter an intergovernmental agreement, beginning on January 1, 2026, to provide autopsy services to Ozaukee County. The proposed contract is for one year with an annual renewal option for up to five additional years, unless otherwise modified or terminated. If Ozaukee County chooses to not renew the contract they must provide a written notice of non-renewal to Waukesha County no later than June 1st.

Under this agreement the Medical Examiner's Office (MEO) will be responsible for performing autopsies, obtaining and interpreting typical medical tests, providing court testimony when necessary, and in certain cases when requested by Ozaukee County, providing a medical opinion of the cause of death when sufficient information is available.

Beginning in 2026, Ozaukee County will pay \$2,500 as a base fee for each autopsy completed and \$1,000 as a base fee for each external examination completed. A fee of \$957 will be charged to Ozaukee County for each half day (0-4 hours) spent on additional services such as scene investigation, consultations, court time, and travel. The cost of typical medical tests (e.g., x-rays, toxicology) are factored into the base \$2,500 fee, but Ozaukee County will be responsible for covering the costs of additional services (e.g., dental identification, DNA testing).

At the beginning of each subsequent year, the flat fees and half-day charges will be increased by 2% or the percentage increase in Consumer Price Index, all items in Midwest Urban (CUUR0200SA0), for the most recent 12 months ending on June 30th, whichever is higher. The contract limits the increase to being no higher than 6%.

Washington County has indicated that it will discontinue its contract for medical examiner services with Waukesha County in 2026, and this new contract with Ozaukee County partially offsets the fiscal impact. The proposed agreement with Ozaukee County is estimated to result in \$125,000 of revenue in 2026, assuming 50 autopsies annually based statistics provided by Ozaukee County (see tables below). This is \$100,000 less than what was budgeted for Washington County in 2026. The loss of revenue is partially offset by \$20,000 of lower variable expense (e.g., lab testing), for a net budget gap of \$80,000 in 2026 that will become a budget challenge going forward.

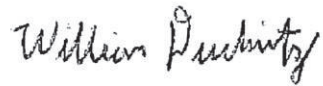
PROJECTED FISCAL IMPACT

	Washington County		Ozaukee County		Change
Contract Revenues	\$	225,000	\$	125,000	\$ (100,000)
Operating Expenses	\$	46,000	\$	26,000	\$ (20,000)
Net Budget Gap					\$ (80,000)

PROJECTED WORKLOAD IMPACT

Estimated # of Autopsies Budgeted for Washington County in 2026	90
Estimated # of Autopsies for Ozaukee County in 2026	50
Net Change in Budgeted Autopsies	(40)

A contractual relationship with Ozaukee County benefits Waukesha County because revenues received above operating expenses (mentioned above) help defray the cost of staff, which are needed to handle overall caseload (including Waukesha County cases) and coverage needs.



William Duckwitz

Budget Manager

11/20/2026

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**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN WAUKESHA COUNTY AND OZAUKEE COUNTY
REGARDING THE PROVISION OF MEDICAL EXAMINER SERVICES TO
OZAUKEE COUNTY**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT ("Agreement") is made by and between the County of Ozaukee, a body corporate and politic ("Ozaukee") and Waukesha County, a body corporate and politic ("Waukesha").

RECITALS

WHEREAS, Waukesha and Ozaukee each have responsibilities under Chapters 59 and 979 of the Wisconsin Statutes regarding the reporting and investigation of deaths occurring in their respective counties;

WHEREAS, Waukesha and Ozaukee have instituted the medical examiner system;

WHEREAS, Ozaukee desires to contract with Waukesha for autopsy services;

WHEREAS, it will be mutually beneficial to Ozaukee and Waukesha to enter in this Agreement and will not adversely impact the quality of services currently provided by the Waukesha County Medical Examiner to the citizens of Waukesha County;

WHEREAS, this Agreement has been considered and approved by the Waukesha County Board;

NOW, THEREFORE, in consideration of these premises, Waukesha and Ozaukee, under the authority of §66.0301, Wis. Stats., hereby mutually agree as follows:

**SECTION I
GENERAL AGREEMENT**

1. Purpose. The purpose of this Agreement is to establish the parameters under which Waukesha and Ozaukee will work cooperatively for Waukesha to provide Ozaukee autopsy services.
2. Term. The term of this Agreement shall be one (1) year commencing January 1, 2026, through December 31, 2026, regardless of the dates of the signatures set forth below.
3. At the end of the first year, this Agreement shall renew automatically for one (1) additional year, unless otherwise amended or terminated, up to five (5) times.
4. Ozaukee shall provide written notice to Waukesha no later than June 1st that it will not renew the Agreement at the end of the year. Unless otherwise agreed between the parties, a failure to timely provide such notice of non-renewal shall render said notice invalid and the Agreement shall automatically renew pursuant to the terms of this Agreement. However, thereafter, this Agreement shall terminate at the conclusion of the renewal terms, unless

thereafter extended by the parties by written amendment to this Agreement.

5. Ozaukee may request to negotiate an amendment by notifying Waukesha, in writing, of the desired amendment by December 1st of the year preceding the amendment.
6. This Agreement is also subject to termination under the provisions in Section V below.
7. County Representatives (“CRs”). Waukesha’s medical examiner, Lynda Biedrzycki or successor, shall serve as the primary contact for implementing this Agreement, and may appoint additional representatives to work on specific tasks. Ozaukee’s medical examiner shall serve as the primary contact for implementing this Agreement and may appoint additional representatives to work on specific tasks. These individuals (a minimum of two) shall constitute the CRs. The CRs shall be the primary administrative and managerial body tasked with overseeing all aspects of Waukesha providing autopsy services to Ozaukee. They shall work cooperatively, communicate between entities, and convey decisions, documents, and other information relating to the implementation of this Agreement to relevant personnel. If either party changes its CR, it will notify the other party of the new CR in writing within ten (10) days of the change.
8. Performance.
 - a. The obligations set forth in this Agreement are contingent upon Waukesha’s availability to perform autopsies for Ozaukee as determined by Waukesha and Waukesha’s available resources.
 - b. Nothing in this Agreement shall require Waukesha to perform autopsies for Ozaukee if Waukesha determines it does not have the appropriate resources or time to perform the obligations.
 - c. Nothing in this Agreement shall be deemed to restrict or otherwise prohibit Ozaukee from retaining from other providers the same or similar services contemplated to be performed under this Agreement by Waukesha.
 - d. Upon Ozaukee’s request to Waukesha and Waukesha’s acceptance to perform an autopsy, the obligations set forth in this Agreement shall apply.
9. Tissue and Organ Donation.
 - a. The Parties support tissue and organ donation in all cases and will make every effort to accommodate families’ wishes.
 - b. Tissue Donation.
 - i. The Parties understand and agree tissue donation may affect a cause of death determination or other observations when tissues are recovered prior to autopsy.

- ii. Ozaukee shall be responsible for notifying families in cases where tissue donation may affect a cause of death determination or information obtained from the autopsy.
 - iii. Waukesha will work with Ozaukee's tissue donation agency as directed by Ozaukee and the family. Ozaukee shall notify Waukesha as soon as possible of a tissue donation to allow Waukesha time to coordinate with the tissue donation agency.
- c. Organ Donation.
 - i. Ozaukee will provide as much notice as possible of an organ donation to allow Waukesha appropriate time to respond to the hospital, if necessary, for in-hospital evaluation, photographic documentation, and recovery observation, as well as to request any other necessary testing and evaluations.

SECTION II WAUKESHA COUNTY'S OBLIGATIONS

1. Waukesha shall perform autopsies for Ozaukee when Ozaukee has determined an autopsy is necessary. Autopsy services include:
 - a. Completion of the autopsy with photographs. When determined by Waukesha as necessary to determine cause of death, autopsies will include, for no additional cost, the following tests: X-rays, chemistries, toxicology, microbiology, and histology. Any additional testing deemed necessary is subject to prior approval by Ozaukee at a separate cost to be paid by Ozaukee.
 - b. Review of scene photographs, Ozaukee medical examiner investigative information, relevant law enforcement records and photographs, and medical records.
 - c. Review and interpretation of laboratory tests, slides, and medical research as deemed necessary by Waukesha.
 - d. A medical opinion by Waukesha regarding the cause of death when sufficient information, as determined by Waukesha, has been provided.
2. When family of the decedent notifies Ozaukee of an objection to an autopsy under paragraph 1. above, Waukesha will, at Ozaukee's request, complete only an external examination. Waukesha will not render a cause of death opinion in external examination cases. An external examination will include all testing as stated in paragraph 1.a. above. Any additional testing deemed necessary is subject to prior approval by Ozaukee at a separate cost to be paid by Ozaukee.
3. Waukesha currently owns, and shall continue to own and maintain during the pendency of this Agreement, a fully equipped morgue and associated laboratory space necessary for

Waukesha to perform autopsies and other investigatory procedures. This space will be available for use by Waukesha to complete Ozaukee autopsies under this Agreement and there will be no separate charges to Ozaukee for use of this space.

4. Subject to the availability of Waukesha to perform autopsies for Ozaukee, Waukesha shall provide autopsy services and external examinations, generally, Monday through Saturday from 8:00 a.m. to 4:30 p.m. unless prior arrangements have been made and agreed upon. Autopsy services and external examinations will not be provided for routine cases after 4:30 p.m. on Saturday until 8:00 a.m. on Monday, unless prior arrangements have been made with and approved by Waukesha's CR or her designee. Waukesha shall provide a verbal report upon completion of an autopsy or external examination. Waukesha shall provide preliminary written autopsy findings to Ozaukee on the next business day following the performance of the autopsy or external examination. During the pendency of this Agreement, 90% of autopsy reports shall be completed and signed within 90 days of completion of the autopsy or external examination, including any testing, and 100% shall be completed and signed within 180 days of completion of the autopsy or external examination, including any testing. A complete report with relevant diagrams and photographs will be provided by Waukesha upon completion of the case. Ozaukee may request, from time to time, for Waukesha to give priority to certain autopsies or external examinations. Waukesha agrees to accommodate Ozaukee's request for priority for the completion of an autopsy or external examination when Waukesha determines it can do so.
5. Following the completion of the autopsy or external examination, Waukesha shall maintain all tissue samples, slides, and toxicology samples pursuant to Waukesha's retention policies unless Ozaukee specifies, in writing to Waukesha, a different retention period. Waukesha shall provide Ozaukee with a copy of its retention policy. Upon termination of this Agreement, or as otherwise agreed upon by the Parties in writing, Ozaukee shall take custody of all tissue samples, slides, and toxicology samples at least ten (10) days prior to the termination date.
6. Waukesha will maintain a numbering system for Ozaukee cases separate from those numbered for Waukesha's own cases.
7. Waukesha shall provide usual and customary storage for bodies received from Ozaukee for Ozaukee cases at no charge to Ozaukee during the completion of the autopsy. Following the completion of the autopsy or external examination, Waukesha shall notify Ozaukee of the body's release and Ozaukee shall be responsible for removal of the body as provided in Section III, paragraph 18. of this Agreement.
8. Waukesha shall provide timely consultation and testimony in criminal cases related to work performed for Ozaukee under this Agreement, subject to the fees included in Section VI, paragraph 3.
9. Records Obligations.
 - a. Records as defined per §19.32(2), Wis. Stats., for Ozaukee cases generated by

Waukesha as a result of Waukesha's work specified herein, shall be considered records of both Waukesha and Ozaukee.

- b. If Waukesha receives a public records request, Waukesha shall respond to the request. Prior to response, Waukesha shall notify Ozaukee of the public records request. Ozaukee shall have ten (10) days from the date of notice to seek a protective order to prevent release by Waukesha.
 - c. Waukesha will cooperate with Ozaukee's responses to requests by providing responsive records to Ozaukee, if necessary.
10. Waukesha assumes responsibility for its employees that will work with Ozaukee, including but not limited to employment costs for payroll, social security, unemployment compensation, workers compensation, benefits, employment related employer's liability exposures such as tort, civil rights, errors and omissions, OSHA/DWD safety training, education and program compliance and any other similar or related costs and liabilities.

SECTION III OZAUKEE COUNTY'S OBLIGATIONS

- 1. Ozaukee shall only refer cases to Waukesha that Ozaukee has determined require full autopsies. If there are family or religious objections that prevent a full autopsy, Ozaukee shall notify Waukesha, in writing, at the time of referral. Ozaukee shall only refer cases for external examinations that would otherwise require a full autopsy but due to family objections, external examination is preferred.
- 2. All medical examiner services for autopsies and external examinations, other than the autopsy and external examination themselves, required by Chapters 59 and 979 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter DHS 135 shall be completed by Ozaukee. These services shall include the following:
 - a. Ozaukee shall be responsible for the identification of deceased persons and determining the means and requirements for making said identifications.
 - b. Ozaukee shall receive reports of all deaths under Chapter 979.
 - c. Ozaukee shall notify the families of the deaths that come within the jurisdiction of the Ozaukee medical examiner's office and shall receive authorization for the autopsy, if necessary, prior to referring the case to Waukesha. The authorization shall include the method of identification, next-of-kin notification, and any objections to a full autopsy.
 - d. When family objects to a full autopsy, Ozaukee is responsible for notifying family that a cause of death determination may not be possible in an external only examination.
 - e. Ozaukee shall be responsible for all communication with families regarding tissue and organ donation.

- f. Ozaukee shall complete all investigations.
- g. If Ozaukee determines dental identification or bitemark workups are necessary, Ozaukee shall be responsible for securing a forensic odontologist and be responsible for any costs associated with the forensic odontologist.
- h. Medication and drug collection. Ozaukee shall be responsible for the creation, implementation, and utilization of the protocol, policies, and procedures for the collection, inventory, storage, and disposal of medication and drug collection found at the scene of a death or on a deceased person's body.
- i. Ozaukee shall issue all death certificates, cremation permits, and disinterment permits.

3. Records Obligations.

- a. Records as defined per §19.32(2), Wis. Stats., for Ozaukee cases generated by Waukesha as a result of Waukesha's work specified herein, shall be considered records of both Waukesha and Ozaukee.
 - b. Ozaukee shall have ten (10) days from the date of notice under Section II, 9.b. to seek a protective order to prevent a release by Waukesha.
 - c. Ozaukee shall be responsible for responding to public records requests received by Ozaukee.
4. Ozaukee represents that it has or will secure, at its own expense, all qualified personnel required to perform the services for which Ozaukee is responsible under this Agreement. Such personnel shall not be employees of or have a contractual relationship with Waukesha. Such personnel shall be under the direct supervision of Ozaukee's CR in consultation with Waukesha's CR. "Qualified" is defined as personnel with appropriate training in courses approved by Waukesha.
5. Ozaukee assumes responsibility for its employees that will work with Waukesha including but not limited to employment costs for payroll, social security, unemployment compensation, workers compensation, benefits, employment related employer's liability exposures such as tort, civil rights, errors and omissions, OSHA/DWD safety training, education and program compliance.
6. Ozaukee agrees to ensure that staff that Waukesha must work with shall conform to such recognized high professional standards as are prevalent in its field of endeavor and like services.
7. Ozaukee agrees to ensure that all of the services required of it will be performed by it under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

8. In the event that Waukesha deems the performance of any Ozaukee personnel to be i) disruptive to Waukesha's ability to fulfill its obligations under this Agreement, ii) or has unsatisfactory performance that causes negative operational impact(s) to Waukesha, iii) or results in a lack of compatibility with Waukesha's staff, iv) or exhibits dishonest or belligerent conduct, v) or violates Waukesha rules or policies related to this Agreement, vi) or other causes, Waukesha may request the Ozaukee staff member(s) to be removed from working with Waukesha and that Ozaukee agrees to assign a different staff member(s) to work with Waukesha.

Such request by Waukesha shall be in writing and shall provide Ozaukee the opportunity to review and cure the problem within (10) days to the satisfaction of Waukesha. In the event Ozaukee does not cure the problem within ten (10) days from the date of notice, Ozaukee shall remove such staff member and promptly provide a qualified replacement to work with Waukesha. If a replacement is not found within thirty (30) days of the notice, Waukesha may terminate this Agreement as set forth in the Agreement.

9. In the event that Ozaukee deems the performance of any Waukesha personnel, except the Waukesha County Medical Examiner and any other pathologist, to be i) disruptive to Ozaukee's ability to fulfill its obligations under this Agreement, ii) or has unsatisfactory performance that causes negative operational impact(s) to Ozaukee, iii) or results in a lack of compatibility with Ozaukee's staff, iv) or exhibits dishonest or belligerent conduct, v) or violates Ozaukee's rules or policies related to this Agreement, vi) or other causes, Ozaukee may request the Waukesha staff member(s) to be removed from working with Ozaukee and that Waukesha agrees to assign a different staff member(s) to work with Ozaukee.

Such request by Ozaukee shall be in writing and shall provide Waukesha the opportunity to review and cure the problem within (10) days to the satisfaction of Ozaukee. In the event Waukesha does not cure the problem within ten (10) days from the date of notice, Waukesha shall remove such staff member and promptly provide a qualified replacement to work with Ozaukee. If a replacement is not found within thirty (30) days of the notice, Ozaukee may terminate this Agreement as set forth in the Agreement.

10. Ozaukee shall be responsible for transporting bodies to and from Waukesha's facilities at Ozaukee's expense. Prior to transporting to Waukesha, Ozaukee shall contact Waukesha and confirm Waukesha has the staffing and resource capacity to receive the body.
11. In addition to the amounts payable for the services of Waukesha pursuant to this Agreement, Ozaukee shall be financially responsible for all expenses incurred for testing, analysis, and other fees for services considered necessary by Waukesha for case investigation and determinations that are not included in the normal autopsy or external examination fees. These additional services include, but are not limited to, laboratory analyses, dental identification, bite mark workups, anthropology services, DNA analysis, and genetic testing of specimens.

Waukesha will notify Ozaukee in advance of incurring any expenses Waukesha determines to be not included in this Agreement when Waukesha determines that services from outside

sources are necessitated. Whenever possible, Waukesha will attempt to have Ozaukee directly billed for such services. In the event that Waukesha is billed by a third-party provider, Ozaukee will separately compensate Waukesha for said expenses within thirty (30) days receipt of proof of Waukesha's payment for the expense.

12. For an additional cost, Waukesha may, upon request by Ozaukee and in Waukesha's sole discretion, provide scene investigations and case consultations beyond the autopsy or external examination. If Waukesha is required to provide criminal court testimony, Waukesha will bill Ozaukee for time spent. The foregoing extra costs are subject to the fees and payment obligations included in Section VI, paragraph 3.
13. Ozaukee shall bear responsibility to coordinate with funeral homes chosen by the next of kin or other responsible parties for removal of bodies from the Waukesha storage facility.
14. At its discretion, Ozaukee may send observers to any autopsy of a Ozaukee case performed by Waukesha. Ozaukee observers must comply with the direction of Waukesha at all times while on Waukesha's premises. The provisions of paragraph 6. shall apply to any observers sent by Ozaukee for Ozaukee cases.
15. Ozaukee shall provide Waukesha with pertinent investigative information correlating with autopsies performed by Waukesha under this Agreement.
16. Any contractor or expert retained by Ozaukee who will perform work on a Ozaukee case on Waukesha's premises shall obtain Waukesha's permission to access and use those premises. Such permission shall not be unreasonably withheld by Waukesha; however, any contractor or expert retained by Ozaukee will, at a minimum, be expected to meet OSHA and other safety regulations and policies determined by Waukesha authorities as applicable to Waukesha's premises.
17. Ozaukee shall ensure the body of the deceased is removed from Waukesha's premises within forty-eight (48) hours of Waukesha's release of the body, excluding Saturdays, Sundays, and Waukesha County holidays. Removal may be made by a funeral home or Ozaukee. At times, Waukesha may request earlier removal due to a lack of storage space. Failure to ensure removal of a body within the specified timeframe will result in Waukesha charging Ozaukee the Waukesha County Board-approved storage fee for the applicable year to be paid in the same manner as Section VI, paragraph 4.

SECTION IV STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

1. Cooperation. The parties are entering into this Agreement with a full understanding that the success of Waukesha providing autopsy services to Ozaukee depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Waukesha's provision of medical examiner services in the form of autopsies. In order to do so, the parties agree to each use their good faith best efforts to implement and carry out this Agreement.

2. Resolution of Disputes. The parties acknowledge and agree they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation consistent with the intent of this Agreement. When a disputed issue arises, the CRs shall commence negotiations with respect thereto. If the issue cannot be satisfactorily resolved within sixty (60) days of commencement of negotiations, both parties may mutually agree to mediation or either party may pursue any remedy to which they are entitled under this Agreement, at law, or in equity.

SECTION V TERMINATION

1. Either party may terminate this Agreement based upon the other party's material breach of this Agreement, so long as (i) the terminating party provides the non-terminating party written notice of at least ninety (90) days; (ii) such written notice explains and describes the nature of the material breach in reasonable detail; and (iii) the breaching party was given at least sixty (60) days to cure the material breach prior to receiving the written notice required herein.
2. If Waukesha determines, in its sole discretion, that it does not have the resources necessary to provide the services required by this Agreement, it may terminate this Agreement upon one hundred twenty (120) days written notice to Ozaukee.

SECTION VI FEE SCHEDULE

1. In consideration for the autopsy services provided for in this Agreement, for calendar year 2026, Ozaukee shall pay Waukesha the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as the base fee for each autopsy completed as specified in this Agreement.
2. In consideration for the external examination services provided for in this Agreement, for calendar year 2026, Ozaukee shall pay Waukesha the sum of One Thousand and 00/100 Dollars (\$1,000.00) as the base fee for each external examination completed as specified in this Agreement.
3. In addition to the base fee, Ozaukee shall reimburse Waukesha for the items listed under Section III, paragraph 12. Ozaukee shall also pay Waukesha the sum of Nine Hundred Fifty-Seven and 00/100 Dollars (\$957.00) for each half-day (0 – 4 hours) spent on scene investigations, case consultations exceeding the scope of the autopsy, court hearing time, and travel time. Travel time shall be calculated by utilizing Waukesha's medical examiner office as the starting point and return point for any travel required to carry out the terms of this Agreement. Waukesha shall provide Ozaukee with an itemized bill that includes any services provided under Section III, paragraph 12., and any charges for scene investigations, case consultations exceeding the scope of the autopsy, court hearing time, and travel time.
4. Each month, Waukesha shall send an itemized bill to Ozaukee for completed autopsies, any

costs associated with tests previously approved by Ozaukee, and those items under paragraph 3. above. Upon receipt of the itemized bill from Waukesha, Ozaukee shall make payment in full to Waukesha within thirty (30) days.

5. For each year this Agreement is renewed, the fees listed under paragraphs 1, 2, and 3 above shall be increased starting January 1st of the renewal year by 2% or the annual increase in the Consumer Price Index, all items in Midwest Urban (CUUR0200SA0), for the most recent 12 months ending on June 30th, whichever is higher, but no higher than 6%.

SECTION VII INSURANCE

1. Both Parties shall at all times during the term of this Agreement keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin:
 - a. General Liability Insurance (including errors or omissions/professional liability unless a separate policy is issued) – Policy shall be written to provide coverage for, but not limited to, the following: a) premises and operations, b) personal injury, and c) blanket contractual. Limits of liability not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.
 - b. Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 combined single limit.
 - c. Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability with limits of liability not less than \$100,000 each accident.
 - d. As the Parties are independent contractors, each shall maintain their own insurance policies to cover their respective employees and any liability to third parties.

SECTION VIII MISCELLANEOUS PROVISIONS

1. Entire Agreement. The entire agreement of the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes any other intergovernmental cooperation agreement on this subject matter, including but not limited to any and all related oral negotiations.
2. Survival. The terms of this Agreement shall survive termination for the sole purpose to account for any work Waukesha is required to complete related to services provided to Ozaukee during the term of this Agreement, including court testimony required after termination of this Agreement regarding an autopsy completed during the term of this Agreement.

3. Modification. This Agreement may only be modified by a written amendment or modification signed by both parties and identified as an amendment to or modification of this Agreement.
4. Authorizing Resolutions. This Agreement is entered into by the parties pursuant to authority granted under §66.0301, Wis. Stats., and other provisions of the Wisconsin Statutes. By resolution or ordinance adopted by its governing body, each party has authorized and directed the representatives of the governing body to enter this Agreement on behalf of the party.
5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.
6. No Indemnification. The Parties agree that each party is and shall solely be responsible for any claim or damage resulting from its own negligent acts or omissions. This Agreement shall not be construed to require a party to indemnify any other party, nor does it restrict the right of either party to pursue remedies in a court of law. Nothing contained within this Agreement is intended to be a waiver or estoppel of Waukesha or Ozaukee, or either of their respective insurers, to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes.
7. Governing Law and Venue. This Agreement is entered into and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and Waukesha and Ozaukee shall submit to the jurisdiction of the circuit court for such lawsuits.
8. Effective Date. This Agreement shall become effective and binding on both Waukesha and Ozaukee upon the last date of execution by either party.
9. Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.
10. Non-waiver. No provision of this Agreement will be deemed waived by reason of one party delaying or failing to enforce the provision on one or more occasion. Any waiver of a provision given on one occasion shall not obviate the need to obtain future waivers of the same provision or excuse a future breach of that provision.
11. Notices. Any notices required or permitted under this Agreement shall be in writing and shall be considered given upon delivery, if personally delivered or emailed with evidence thereof, or one (1) business day after deposit with a nationally-recognized commercial courier, or two (2) business days after deposit in the United States Postal Service, certified or registered mail, postage prepaid, in all cases addressed as follows:

If to Waukesha County: Waukesha County
Dr. Lynda Biedrzycki
Medical Examiner
515 W. Moreland Blvd.
Waukesha, WI 53188

If to Ozaukee County: Ozaukee County
Ian Luecke
Medical Examiner
1201 South Spring St
Port Washington, WI 53074

12. No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual without the express written consent of the other Party.
13. Counterparts. This Agreement may be executed in one or more counterparts, which, when combined with the other counterparts, shall constitute and be a completely executed document and one single agreement. Signatures submitted by photocopy, facsimile or electronic transmission shall be deemed original, fully enforceable against the party whose signature is represented thereon; but no one party's signature shall be binding until all signatures have been added hereto.
14. Force Majeure. Except as otherwise specifically provided herein, no party shall be considered in default in the performance of any of its obligations under this Agreement when there is an occurrence of an event of Force Majeure and the result is a delay or failure to perform the obligation, and no party shall be liable to the other for any loss or damage suffered as a result of such delay or failure. If performance is delayed or rendered impossible by an event of Force Majeure, the party claiming a Force Majeure event shall immediately give notice to the other party of the nature of such conditions, the extent of the delay expected, and the estimated capital costs to resume performance, and shall use its best efforts to promptly resume performance. If the expected delay is greater than one-hundred eighty (180) calendar days, the party receiving the notice shall have the right to terminate this Agreement by giving written notice to the other party. "Force Majeure," as used herein, shall mean any condition affecting a party in connection with this Agreement, which condition is beyond the reasonable control of the party, including without limitation: acts of God, natural disaster, flood, fire, riot explosion, war or actions or decrees of governmental bodies.

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Ozaukee and Waukesha have duly approved this Agreement and authorized its execution as set forth below:

For the County of Ozaukee:

Date

For Waukesha County:


Dr. Lynda Biedrzycki, M.D.
Waukesha County Medical Examiner

Date

VOTE RESULTS

23 AYE 0 NAY 0 ABSTAIN 2 ABSENT

17 Yes Votes Needed

 **Passed**

D1 - Styza	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Dondlinger	AYE	D14 - Mommaerts	ABSENT	D23 - Hammitt	M AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Schroeder	ABSENT
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		