



Agenda

Eau Claire County
Committee on Judiciary and Law Enforcement
Tuesday, November 26, 2024 – 3:00 PM
County Courthouse, Room 3312
721 Oxford Avenue, Eau Claire, WI 54703
& Virtual via Cisco WebEx

Join via WebEx Online:

[Meeting Link](#)

Meeting Number: 2531 014 9151

Password: JudLaw

Join via Phone:

Dial In: 1-415-655-0001

Access Code: 2561 014 9151

Passcode: 583529

A majority of the County Board of Supervisors may be in attendance at this meeting; however, only members of the above noted committee may take action on an agenda item

Notice Regarding Public Comment: *Members of the public wishing to make comments are encouraged to email Eric.Huse@da.wi.gov before the start of the meeting. You will be called on during Public Comment to make your comments.*

1. Call to Order
2. Confirmation of Public Meeting Notice
3. Call of the Roll
4. Public Comment
5. Approve Minutes from Previous Meetings – discussion/action
 - a. August 27, 2024 pg. 2
 - b. October 03, 2024 pg. 4
6. Report from Eau Claire County Medical Examiner – discussion
 - a. 2023 Annual Report pg. 6
 - b. Contract between Eau Claire and Dunn Counties for Medical Examiner Services pg. 18
7. Criminal Justice Services Updates – discussion
 - a. Jail programs
 - b. Community Service Program
 - c. Dashboards: [Criminal justice data](#) & [Jail data dashboard](#)
8. Sheriff's Office Updates – discussion
 - a. Huber, other alternatives to traditional incarceration, and costs
 - b. Jail population
 - c. Recruitment, retention, and other staffing matters
9. File No. 24-25/087 – *Ordinance to Amend Section 2.04.435 A. of the Code. Committee on Administration; to Amend Section 2.04.445 A. of the Code. Committee on Judiciary and Law Enforcement* – discussion/action pg. 23
10. File No. 24-25/089 – *Ordinance to Repeal Section 9.48.050 of the Code: Not Applicable in Municipalities with Retail Theft Ordinances* – discussion/action pg. 26
11. Set Future Meeting Date(s) – discussion/action
12. Set Future Agenda Item(s) – action
 - a. Sheriff's Office - Jail death investigation/review
 - b. Clerk of Court fee schedule
 - c. County Code review
13. Announcements
14. Adjourn

Posted: 11/22/2024

Note: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or County Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 715-839-7335, (FAX) 715-839-1669, or 715-839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703



Minutes
Eau Claire County
Committee on Judiciary and Law Enforcement
Tuesday, August 27, 2024 – 3:00 PM
County Courthouse, Room 3312
721 Oxford Avenue, Eau Claire, WI 54703
& Virtual via Cisco WebEx

Members Present: Lorelee Clark, John Folstad, Brett Geboy, Allen Myren, and Gerald Wilkie.

Others Present In Person: Supervisor Stella Pagonis, Supervisor Connie Russell, Human Resources Director Angela Eckman, Sheriff Dave Riewestahl, Captain Cory Schalinske, Administrative Services Division Director Katrina Ranallo, Clerk of Circuit Court Susan Schaffer, Deputy Operations Manager Cherie Norberg, Deputy Clerk Supervisor Amy Westom, Judicial Assistant Manager Angela Marinello, and Eric Huse.

Others Present via Cisco WebEx: Risk Manager Sonja Leenhouts and Executive Office Administrator Samantha Kraegenbrink.

Call to Order

The meeting was called to order by Chair Wilkie at 3:00 PM.

Confirmation of Public Meeting Notice

The Clerk confirmed the meeting was properly noticed to the public.

Call of the Roll

The Clerk called the roll. Attendance is noted above.

Public Comment

No public comment was made.

Approval of Minutes from Previous Meetings

Supervisor Folstad moved to approve the minutes from the June 25, 2024; July 22, 2024; and July 23, 2024 meetings. The minutes were approved as published in the meeting materials via 5-0 voice vote.

2025 Budget Updates

- Sheriff's Office
 - Sheriff Riewestahl reported they are currently reviewing all 2025 capital requests and informed the Committee that his office can fund the body scanner & duty pistol replacement projects with 2024 funds. Sheriff Riewestahl also reported that for the 2025 operating budget, he is recommending eliminating 2nd floor security screening and 4.0 FTE correctional officer positions, which are currently unfilled, and reducing the overtime and vehicle fuel line items.
- Clerk of Courts
 - Clerk of Court Susan Schaffer informed the Committee that she did not receive a specific request from Administration to reduce their budget request. Clerk Schaffer additionally told the Committee that she does not believe there are any realistic options to reduce her 2025 budget request.
- District Attorney
 - Legal Services Director Eric Huse informed the Committee that he did not receive a specific request from Administration to reduce their budget request.

Criminal Justice Services Dashboards

The dashboard links were included on the meeting agenda. The Committee did not review them at the meeting.

Sheriff's Office Updates

- **Jail population**
 - Sheriff Riewestahl noted significant fluctuations in jail population over the last month. While they are not currently housing inmates out-of-county, the population has been approaching that level.

- **Recruitment, retention, and other staffing matters**
 - Sheriff Riewestahl reported current vacancies: 9 Correctional Officers; 1 Lieutenant; 2 Patrol Deputies.

Future Meeting Dates

The next regularly scheduled meeting is set for September 24, 2024 at 3:00 PM. The Committee also scheduled a special meeting on October 03, 2024 at 3:00 PM.

Future Agenda Items

- Review of Administrator's 2025 Budget
- Sheriff's Office
 - Jail death investigation/review
 - Huber, other alternatives to traditional incarceration, and costs
 - Review of jail program offerings
- Court ordered community service program overview
- Clerk of Court fee schedule
- County Code Review
- Medical Examiner's Report

Announcements

No announcements were made.

Adjournment

The meeting was adjourned by Chair Wilkie at 4:04 PM.

Respectfully Submitted:

Eric Huse
Committee Clerk



Minutes
Eau Claire County
Committee on Judiciary and Law Enforcement
Thursday, October 03, 2024 – 3:00 PM
County Courthouse, Room 3312
721 Oxford Avenue, Eau Claire, WI 54703
& Virtual via Cisco WebEx

Members Present: Lorelee Clark, John Folstad, Brett Geboy, and Gerald Wilkie.

Members Present via Cisco WebEx: Allen Myren.

Others Present In Person: Supervisor Nancy Coffey, Supervisor Connie Russell, County Administrator Kathryn Schauf, Finance Director Jason Syzmanski, Assistant Finance Director Amy Weiss, Sheriff Dave Riewestahl, Administrative Services Division Director Katrina Ranallo, Clerk of Circuit Court Susan Schaffer, Chief Deputy Operations Manager Cherie Norberg, Deputy Clerk Supervisor Amy Westom, Judge Emily Long, Judicial Assistant Manager Angela Marinello, District Attorney Peter Rindal and Eric Huse.

Others Present via Cisco WebEx: Captain Cory Schalinske, Criminal Justice Services Director Tiana Glenna, Risk Manager Sonja Leenhouts, and Executive Office Administrator Samantha Kraegenbrink.

Call to Order

The meeting was called to order by Chair Wilkie at 3:00 PM.

Confirmation of Public Meeting Notice

The Clerk confirmed the meeting was properly noticed to the public.

Call of the Roll

The Clerk called the roll. Attendance is noted above.

Public Comment

No public comment was made.

Review 2025 Administrator's Budget Recommendation

- Circuit Court
 - Clerk Susan Schaffer provided an overview of the Circuit Court budget as included in the Administrator's recommendation. Clerk Schaffer informed the Committee that the Circuit Court would likely need an additional \$10,000 in revenue to cover the increasing costs of contracted services.
- Clerk of Courts
 - Clerk Susan Schaffer provided an overview of the Clerk of Courts budget as included in the Administrator's recommendation. The Administrator is recommending that one deputy clerk position be held open throughout 2025.
- District Attorney
 - Director Eric Huse and District Attorney Peter Rindal provided an overview of the District Attorney's Office budget as included in the Administrator's recommendation. Director Huse reported that the Administrator's recommendation includes a reduction in expenses that was imposed by the District Attorney's Office in response to a call from Administration to reduce budget requests. Director Huse also noted that a contract renewal for 2025 is significantly higher than expected but the recommended budget will be able to cover it with internal changes and entire elimination of the Prosecution Project.
- Communication Center
 - Administrator Kathryn Schauf confirmed that the amount in the budget is based on a contract amount with the City of Eau Claire.

- Criminal Justice Services
 - Director Tiana Glenna provided an overview of the Criminal Justice Services budget as included in the Administrator’s recommendation. Director Glenna noted that there were no changes other than organization wide personnel reductions.

- Register in Probate/Clerk of Juvenile Court
 - Register in Probate/Clerk of Juvenile Court Susan Warner provided an overview of the Register in Probate/Clerk of Juvenile budget as included in the Administrator’s recommendation. Register in Probate/Clerk of Juvenile Court Susan Warner noted that there were no changes other than organization wide personnel reductions.

- Sheriff’s Office
 - Sheriff Dave Riewestahl provided an overview of the Sheriff’s Office budget as included in the Administrator’s recommendation and provided a handout which is included with these minutes.
 - Supervisor Myren moved to support the Sheriff’s Office using the Sheriff’s Office 2024 operating budget to fund the body scanner update and duty pistol replacement and remove those items, if purchased, from the Sheriff’s Office 2025 capital budget request. Chair Wilkie called for a roll call vote: CLARK, aye; FOLSTAD, aye; GEBOY, aye; MYREN, aye; WILKIE, aye. The motion **passed**.
 - Supervisor Folstad moved to support the Sheriff’s Office using the Sheriff’s Office 2024 operating budget, if sufficient funds are available, to fund squad car replacement and remove those items, if purchased, from the Sheriff’s Office 2025 capital budget request. Chair Wilkie called for a roll call vote: CLARK, aye; FOLSTAD, aye; GEBOY, aye; MYREN, aye; WILKIE, aye. The motion **passed**.

Future Meeting Dates

The next regularly scheduled meeting is set for October 22, 2024 at 3:00 PM.

Future Agenda Items

- Sheriff’s Office
 - Jail death investigation/review
 - Huber, other alternatives to traditional incarceration, and costs
 - Review of jail program offerings
- Court ordered community service program overview
- Clerk of Court fee schedule
- County Code Review
- Medical Examiner’s Report

Announcements

No announcements were made.

Adjournment

The meeting was adjourned by Chair Wilkie at 4:30 PM.

Respectfully Submitted:

Eric Huse
Committee Clerk



**MEDICAL EXAMINER'S
ANNUAL REPORT FOR 2023**

Staff

Marcie Rosas, Medical Examiner
Lynn Johnson, Chief Deputy Medical Examiner
Mark Pugmire, Chief Deputy Medical Examiner
Shaylee Dechow, Deputy Medical Examiner

Brenda Falk, Deputy Medical Examiner
Carrie Johnson, Deputy Medical Examiner
Janelle Mitchell, Deputy Medical Examiner

ANNUAL REPORT FOR 2023

DUNN COUNTY MEDICAL EXAMINER'S OFFICE

Mission Statement:

The mission of the Dunn County Medical Examiner's Office is to provide a voice for the deceased in terms of investigating and ultimately ruling on manner and cause of death. We are statutorily responsible to investigate any unexplained, unusual, or suspicious deaths. These include: accidents, homicides, suicides, deaths unattended by a physician, deaths following a medical intervention, deaths within 24 hours of admission to a health care facility, and deaths where the attending physician is unavailable or unwilling to sign the death certificate. We strive to provide a compassionate, complete, and accurate medicolegal investigation.

Summary of Responsibilities:

The Dunn County Medical Examiner's Office is keenly aware of the tragedy that accompanies sudden and unexpected death. Our office realizes that each case represents an individual who is deeply missed by his/her loved ones. Our investigators are trained to deliver the news of death with compassion, empathy, courtesy, and professionalism. A thorough investigation into the circumstances of death, a complete postmortem examination, and necessary lab studies are conducted to determine cause and manner of death.

The Dunn/ Eau Claire County Medical Examiner's Office Works Diligently To:

- Promote and maintain the highest professional standards in the field of death investigation
- Provide timely, accurate and legally defensible determinations as to cause of death
- Issue death certificates for deaths investigated by this office
- Testifying at legal proceedings
- Comply with Open Records Requests received by the Medical Examiner's Office
- Death notifications to next of kin
- Human remains identification
- Conduct cremation investigations for all deaths in which cremation is selected as a means of final disposition
- Disinterment permit authorization
- Final disposition arrangements for unclaimed human remains
- Protect the interests of deceased individuals, their loved ones, and the communities we serve
- Responsible for accounts payable and receivable

The Purpose and Function of the Medical Examiner's Office:

The purpose and function of the Dunn/Eau Claire County Medical Examiner's Office is to determine the cause and manner of death in those deaths that fall under the jurisdiction of the Medical Examiner's Office (as outlined in WI State Statute §979.01).

The Medical Examiner's Office staff applies their knowledge and experience in the field of death investigation forensic pathology, and toxicology laboratory science to perform comprehensive, professional investigations, which clarify the circumstances surrounding these deaths. Through the identification, documentation and accurate interpretation of relevant forensic scientific information, the Medical Examiner's Office may provide information for use in criminal and civil litigation. This information may also serve to protect public health and safety by identifying contagious diseases; by identifying environmental hazards in the workplace, home and community; and, by tracking local mortality trends (trends in homicides, suicides, motor vehicle fatalities, drug and alcohol related deaths, etc.). As part of our investigation, we may collect evidence, obtain laboratory specimens, and make positive identification of decedents.

Department Authority:

Section §979.01 Wisconsin Statutes requires that any person having knowledge of an unexplained, unusual, or suspicious death, or a death due to homicide, suicide, or a death following an accident, whether the injury is or is not the primary cause of death, a death without a physician in attendance within 30 days preceding death, a death in which the attending physician refuses to sign the death certificate, etc., shall report such death to the medical examiner for investigation. Investigations are conducted by the office for certifying cause and manner of death. Furthermore, if a death appears to be a result of unlawful means, it is reported to the District Attorney pursuant to §979.04 (2), as well as the appropriate local law enforcement agency, for further investigation, and possible criminal prosecution.

Additional investigative responsibilities described in §979.10 direct the medical examiner to view the remains and conduct an investigation into the cause and manner of all deaths in which the next-of-kin selected cremation for final disposition.

How and Why the Medical Examiner's Office Functions:

Approximately, 300 deaths occurred in Dunn County in 2023 with a population of 45,651. This equates to approximately .065% percent of the population in Dunn County. Approximately, 1225 deaths occurred in Eau Claire County in 2023 with a population of 106,837. This equates to approximately 1.15% of the population in Eau Claire County. Many deaths occur in hospitals, nursing homes, hospice care or under the immediate care of a physician and are not unexpected. Others occur as the result of obvious non-natural events (accidents, suicides and homicides). Many of the remaining deaths are unexplained, unexpected and/or suspicious.

All deaths in the State of Wisconsin must be explained by means of a certified death certificate, a legal document which is kept on permanent file with the county and state vital records offices. This document must be filled out and signed by a medical physician caring for the deceased, or by a Medical Examiner/Coroner who has assumed legal jurisdiction over the death. Only a Medical Examiner or Coroner can certify a death as an accident, suicide or homicide because these cases must be investigated by the proper authorities.

In the State of Wisconsin, a county must establish an office to investigate unexplained and non-natural deaths. This office must be run by a Coroner (an elected official) or a Medical Examiner (an official appointed by the County Executive and/or County Board). In most counties in Wisconsin, Coroners and Medical Examiners are not required to be physicians or forensic pathologists. Dunn and Eau Claire Counties work under a Medical Examiner system.

Upon receiving notification of a death, the death will be assigned to the on call Deputy, Chief Deputy or Medical Examiner to investigate the circumstances and to determine if the death indeed falls within the authority of the office, based on state statute §979.01. If the death is felt to not fall under its authority, jurisdiction will be declined, and the certification of the death certificate will be referred to the decedent's personal physician. If no physician can be found or if the physician refuses to sign the death certificate, our office will assume jurisdiction and certify the death.

If the death is felt to fall under the jurisdiction of the Medical Examiner's Office, the next step will be to determine what level of investigation is necessary to determine the cause and manner of death.

Every death is evaluated individually to determine what level of investigation is needed. Some cases may be adequately investigated by obtaining medical records, performing an external exam of the body, and speaking to physicians, family members and/or witnesses. Some cases may require a scene investigation where the Medical Examiner goes to the scene of the death to investigate. Some will require an autopsy and toxicology studies. Some may require additional laboratory studies, follow-up interviews, and the review of police reports and other records.

A typical case requires many hours to determine the cause and manner of death. A complex case can take weeks or months and require extensive investigation and research by the Medical Examiner's Office. Specimens sent to outside laboratories for preparation and/or testing may delay the completion of a case for weeks to months.

In the end, all information collected from the investigation is utilized to determine the cause and manner of death. The office generates an investigative report on each case reported, with autopsy reports generated for every decedent examined by the forensic pathologist at Ramsey County Medical Examiner's Office in St. Paul, MN.

Medical Examiner's Responsibilities of Organ and Tissue Donation

Authorization and Decision-Making:

- Since many potential organ or tissue donors fall under medicolegal jurisdiction, the medical examiner bears the responsibility to authorize or deny the procurement of organs or tissues on a case-by-case basis.
- This decision-making process engenders a basic dichotomy for the medical examiner: balancing the need for accurate cause and manner of death assessment with the potential impact of donation on the lives of recipients.

Valued Organs and Tissues:

- Medical examiners frequently find themselves as the gatekeepers of these valuable organs and tissues.
- Their responsibilities include determining the cause and manner of death, documenting and collecting appropriate evidence, and ensuring that the donation process aligns with their jurisdiction.

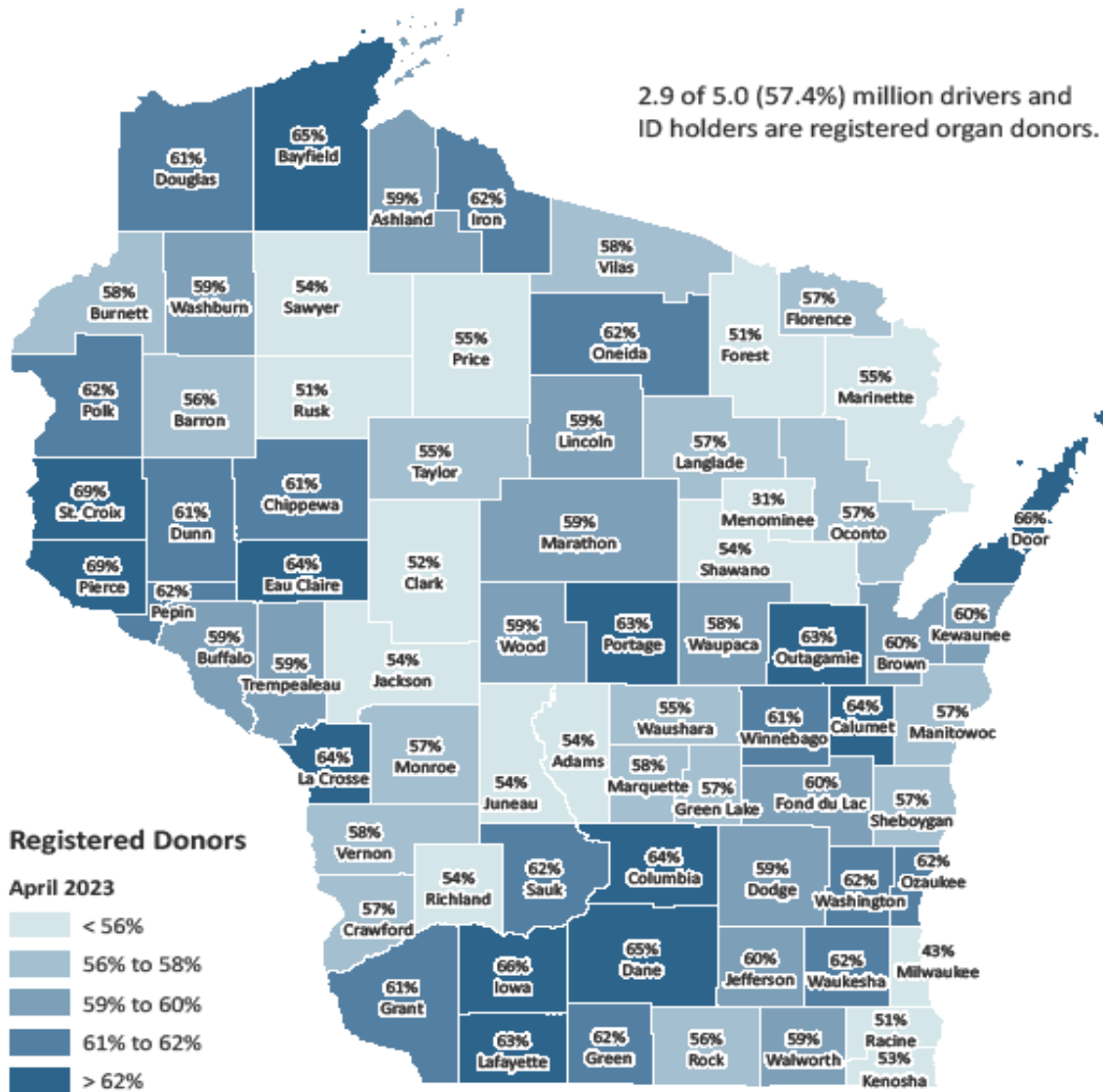
Education and Communication:

- To facilitate successful organ and tissue donations, education and communication are essential.
- Establishing positive relationships between death investigators and the donation community is crucial.

Saving Lives in Wisconsin

DonorRegistry.Wisconsin.gov

2.9 of 5.0 (57.4%) million drivers and ID holders are registered organ donors.



Wisconsin Department of Health Services
Office of Health Informatics
P-02300 (04/2023)



The Impact

Gifts of Tissue are processed and viable up to FIVE years

(have any of your lives been impacted by donation?)



ONE Tissue Donor can save and heal **75 or more LIVES**



BENEFITS AND APPLICATIONS OF DONATED TISSUE

- Naturally biocompatible
- Typically requires no secondary surgical site
- Decreases recovery time
- Promotes tissue strength



HEART FOR VALVES

- Treats heart valve disease
- Congenital reconstruction
- Infective endocarditis



SKIN

- Acts as a life-saving covering for burn recovery
- Prevents infection
- Mastectomy reconstruction



CONNECTIVE TISSUE

- Rebuilds joints after injury
- Restores mobility
- Corrects urinary incontinence
- Repairs congenital deformities
- Prevents amputations



SAPHENOUS/ FEMORAL VEINS

- Coronary artery bypass grafts
- Replacement of infected/failing AV access graft
- Treatment for infections

BONE

- Reconstruction related to fractures and injuries
- Fusion across a diseased joint
- Regeneration due to cancer, infection, or trauma
- Total hip revisions
- Spinal repairs
- Grafts made from humerus, femur, tibia, fibula, ilia, acetabulum, rib



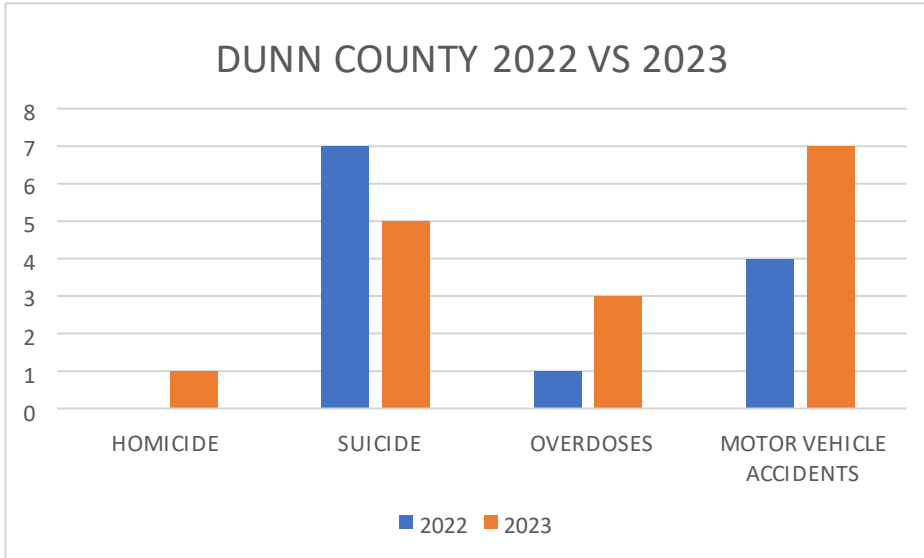
DUNN COUNTY ME RECAP 2023

	MALE	FEMALE	TOT DEATHS	NATURAL	SUICIDE	UNDETERMINED	HOMICIDE	ACCIDENTAL						INVESTIGATION	CREMATION	BURIAL	Autopsy	UNCLAIMED BODY
								FALL	MVA	OD	DROWNING	INFANT	OTHER					
JAN	17	13	30	28	0	0	1	1	0	0	0	0	0	7	23	7	2	0
FEB	11	13	24	22	0	0	0	0	0	0	0	0	2	6	21	3	0	0
MAR	11	9	20	19	0	0	0	0	0	0	0	0	1	2	19	1	2	0
APR	10	13	23	21	0	0	0	1	0	0	0	0	1	6	21	2	0	0
MAY	18	13	31	27	0	0	0	2	1	1	0	0	0	15	23	8	2	0
JUN	10	8	18	16	0	0	0	1	1	0	0	0	0	9	13	5	0	0
JUL	12	13	25	21	0	0	0	1	2	1	0	0	0	8	18	7	0	0
AUG	12	5	17	15	1	0	0	0	1	0	0	0	0	8	13	4	2	0
SEP	14	15	29	27	0	0	0	0	1	0	0	1	0	8	22	7	1	0
OCT	11	15	26	24	1	0	0	1	0	0	0	0	0	4	23	3	0	0
NOV	12	13	25	19	2	0	0	3	1	0	0	0	0	11	18	7	0	1
DEC	16	14	30	27	1	0	0	1	0	1	0	0	0	13	24	6	0	0
TOTAL	154	144	298	266	5	0	1	11	7	3	0	1	4	97	238	60	9	1

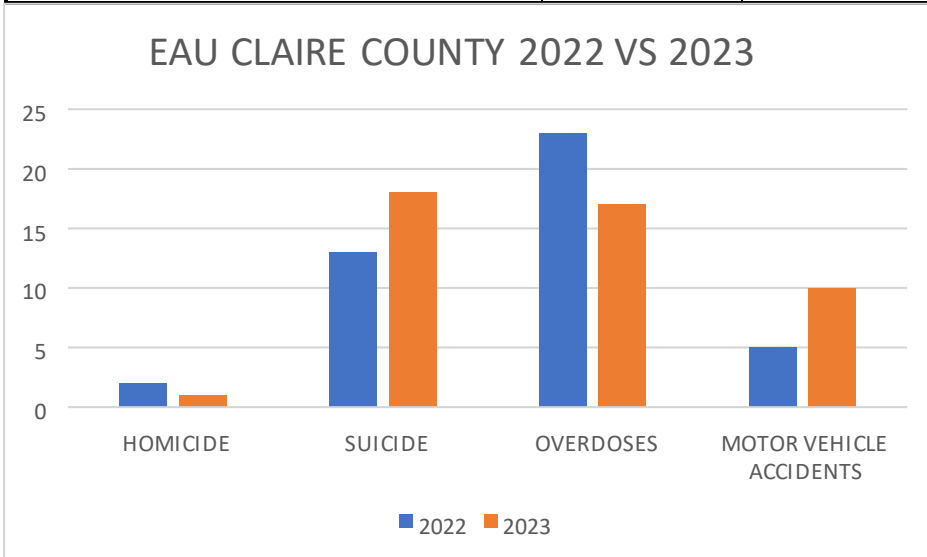
EAU CLAIRE COUNTY ME RECAP 2023

	MALE	FEMALE	TOT DEATHS	NATURAL	SUICIDE	HOMICIDE	UNDETERMINED	ACCIDENTAL										UNCLAIMED BODY	ECPD	ECSD	
								FALL	MVA	OD	DROWNING	INFANT	OTHER	REFERRAL	INVESTIGATION	CREMATION	BURIAL				Autopsy
JAN	48	56	104	97	0	0	0	2	0	1	0	0	3	1	16	79	24	3	0	5	4
FEB	39	41	80	73	3	0	0	0	0	3	0	0	0	1	19	61	18	3	0	7	8
MAR	60	48	108	98	1	0	1	4	0	1	1	0	0	2	20	89	17	6	0	10	5
APR	53	49	102	95	3	0	0	2	1	0	0	0	0	1	18	88	13	4	1	9	3
MAY	54	51	105	98	1	0	0	3	3	0	0	0	0	0	23	84	21	3	1	12	4
JUN	62	50	112	101	1	0	1	3	1	3	0	0	0	2	27	93	17	7	0	14	5
JUL	58	40	98	81	3	1	0	4	1	3	0	0	3	2	27	78	18	4	2	11	10
AUG	45	39	84	77	0	0	0	2	0	0	1	0	2	2	12	67	15	1	0	6	2
SEP	47	46	93	82	3	0	0	3	1	2	0	1	0	1	16	80	12	1	0	9	4
OCT	52	44	96	90	1	0	0	1	1	0	0	1	0	2	8	80	14	1	1	2	3
NOV	60	56	116	106	1	0	0	7	0	1	1	0	0	0	20	94	22	1	0	5	8
DEC	59	67	126	114	1	0	0	5	2	3	0	0	0	1	23	98	27	1	0	9	8
TOTAL	637	587	1224	1112	18	1	2	36	10	17	3	2	8	15	229	991	218	35	5	99	64

DEATH REVIEW 2022 VS 2023



	2022	2023
HOMICIDE	0	1
SUICIDE	7	5
OVERDOSES	1	3
MOTOR VEHICLE ACCIDENTS	4	7



	2022	2023
HOMICIDE	2	1
SUICIDE	13	18
OVERDOSES	23	17
MOTOR VEHICLE ACCIDENTS	5	10

Medical Examiner: Financials Jan - Dec 2023

Acct Type	Total Actuals	2021 Total Actuals	2022 Total Budget	2023 YTD Actual	2023 Total Projected*	2023
Revenue: Public Charges	(31,318)	(31,188)	(29,800)	(35,073)	(35,073)	
Revenue: Levy	(91,009)	(175,547)	(175,547)	(175,547)		175,547)
Revenue: Interdepartmental	(331,764)	(390,882)	(539,617)	(502,690)		502,690)
Revenue: GF Fund Balance	-	-	(46,442)	-		(46,442)
Expense: S&F	352,060	448,646	624,160	534,154	534,154	
Expense: Operating	176,998	132,136	167,246	142,810	142,810	
Grand Total	74,968	(16,835)	-	(36,346)		(82,788)

Revenue	454,090	597,617	791,406	713,310	759,752	
Expense	529,058	580,782	791,406	676,964	676,964	
Net	(74,968)	16,835	-	36,346	82,788	

* Surplus/(Deficit)

Projection Methodology:

1. Wages are projected based on 26 pay periods & health benefits based on 12 months. 2. Expenses and revenues are projected based on year-to-date less than 1 month. It may not be applicable for fixed funding sources (i.e., grants & levy).

Medical Examiner Dunn County: Financials Jan - Dec 2023

Acct Type	Total Actuals	2021 Total Actuals	2022 Total Budget	2023 YTD Actual	2023 Total Projected*	2023
Revenue: Public Charges	(31,318)	(31,188)	(29,800)	(35,073)	(35,073)	
Revenue: Levy	(91,009)	(175,547)	(175,547)	(175,547)		175,547)
Revenue: GF Fund Balance	-	-	(37,350)	-		(37,350)
Expense: S&F	102,156	184,175	193,343	202,495	202,495	
Expense: Operating	59,039	21,739	49,354	27,210	27,210	
Grand Total	38,868	(822)	-	19,084		(18,266)

Revenue	122,327	206,735	242,697	210,620	247,970	
Expense	161,195	205,914	242,697	229,704	229,704	
Net	(38,868)	822	-	(19,084)	18,266	

Medical Examiner Eau Claire County: Financials Jan - Dec 2023

Acct Type	Total Actuals	2021 Total Actuals	2022 Total Budget	2023 YTD Actual	2023 Total Projected*	2023
Revenue: Interdepartmental	(331,764)	(390,882)	(539,617)	(502,690)		502,690)
Revenue: GF Fund Balance	-	-	(9,092)	-		(9,092)
Expense: S&F	249,904	264,471	430,817	331,660	331,660	
Expense: Operating	117,959	110,397	117,892	115,600	115,600	
Grand Total	36,099	(16,013)	-	(55,430)		(64,522)

Revenue	331,764	390,882	548,709	502,690	511,782
Expense	367,863	374,869	548,709	447,260	447,260
Net	(36,099)	16,013	-	55,430	64,522

INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE PROVISION OF MEDICAL EXAMINER SERVICES

I. PARTIES

This Agreement is between Dunn County, Wisconsin, a quasi-municipal corporation located at 800 Wilson Ave., Room 103, Menomonie, WI 54751 and Eau Claire County, Wisconsin, a quasi-municipal corporation located at 721 Oxford Ave., Ste. 3520 Eau Claire, WI 54703.

II. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years with services commencing on October 1, 2016, and continuing through December 31, 2021, regardless of the dates of the signatures set forth below. After the initial 5-year term, this Agreement shall be automatically extended for up to two (2) additional two (2)-year terms unless otherwise terminated or amended. Notification of nonrenewal shall be made by either party in writing at least one hundred eighty (180) days prior to June 30, 2021. Unless otherwise agreed between the parties in writing, this notice period shall be strictly adhered to; untimely notice of nonrenewal shall be invalid and this Agreement shall renew. In addition, this contract may be terminated in accordance with the provisions of Article VII of this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into an intergovernmental cooperative agreement authorized by Wis. Stat. § 66.0301 for the provision of Medical Examiner services by Dunn County to Eau Claire County.

IV. DUNN COUNTY'S OBLIGATIONS

Dunn County shall:

- A. Employ a Medical Examiner who will act as Eau Claire County Medical Examiner and provide all medical examiner services required by Wis. Stat. § 59.34 and Ch. 979, and a Chief Deputy Medical Examiner as full-time salaried FLSA exempt employees, and retain such additional Deputy Medical Examiners, employees or contract staff in sufficient number to meet the service demands of Dunn County and Eau Claire County. All Medical Examiner services and duties shall be performed professionally, courteously, and in a manner consistent with the sensitive nature of the work.
- B. Provide or arrange for all necessary in-service and continuing education training for the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and any other employees or contract staff retained by Dunn County.
- C. Provide sufficient Medical examiner time through the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and other employees or retained contract staff to meet Eau Claire County's needs, which shall include providing a schedule of who is on call and contact information for all those listed in the schedule.
- D. File reports with law enforcement within six to eight weeks of death unless necessary information has not been provided to the Medical Examiner and then file a monthly update, and provide an up-to-date spreadsheet to Eau Claire County and law enforcement agencies upon request.
- E. Provide written quarterly reports to Eau Claire County of the number of autopsies performed, the number of cases investigated and closed, the number of pending cases and the causes of death for each case investigated. A written annual report on a form provided by Eau Claire County summarizing the medical examiner activities for the past year will be provided to the Eau Claire County Administrator by March 1 of each year.
- F. Deposit with Eau Claire County all monies which may come to the medical examiner belonging to Eau Claire County, and upon termination, return all equipment furnished by Eau Claire County; i.e. files, books, account vouchers and memorandums pertaining to the work performed by the medical examiner.
- G. Retain Eau Claire County's records in a separate facility for the time periods required by law.

- H. Dunn County's Medical Examiner shall accept appointment as Eau Claire County's Medical Examiner.
- I. Prepare procedures and protocols for all Medical Examiner activities, for use in Eau Claire County cases.
- J. The medical examiner and ME employees will comply with all policies and protocols of medical facilities in Eau Claire County.
- K. Provide a budget for the next calendar year annually on or before September 1.

V. EAU CLAIRE COUNTY'S OBLIGATIONS

- A. Eau Claire County shall designate the Medical Examiner for Dunn County as the Eau Claire County Medical Examiner.
- B. Eau Claire County shall pay for the actual cost of all expenses incurred by Dunn County attributable to the performance of Medical Examiner services for or on behalf of Eau Claire County, in direct proportion to expenses and services provided to Eau Claire County, including, but not limited to, the following:
 - 1. Salary, wage, and benefit expenses for provision of Medical Examiner services.
 - 2. Autopsies within Eau Claire County and at the University Hospitals-Madison and or Ramsey Regents Medical Examiner Office.
 - 3. Morgue Space Rental Expense.
 - 4. Assistant for Autopsies.
 - 5. Investigator expenses.
 - 6. Supplies: body bags, gloves, needles, etc.
 - 7. Laboratory Charges.
 - 8. X-Ray Charges.
 - 9. Histology.
 - 10. Forensic Pathologist.
 - 11. Transportation Expenses.
 - 12. Insurance Costs.
 - 13. Inservice and continuing education training of the Medical Examiner employees.

VI. STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

- A. The parties are entering into this Agreement with a full understanding that the success of Dunn County providing Medical Examiner services to Eau Claire County depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Dunn County's provision of Medical Examiner services to Eau Claire County, including, but not limited to, quality of service and continuity. To that end, both parties agree to use good faith and their best efforts to implement and carry out this Agreement.
- B. The parties shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation. When a disputed issue arises, the County Representatives shall commence discussion and 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 may pursue any remedy to which they are entitled under this Agreement, or in law or equity.

VII. TERMINATION

- A. This Agreement may be terminated without cause by either party upon 180 days written notice and shall be subject to review from time to time at the request of either party.
- B. Either party may terminate this Agreement based upon the other party's material breach of the Agreement, so long as (1) the terminating party provides the non-terminating party written notice of at least 90 days; (2) such written notice explains and describes the nature of the material breach in reasonable detail; and (3) the breaching party is given a reasonable period of time to cure.
- C. Should Eau Claire County terminate this Agreement prior to expiration of the original 5-year term or any subsequent renewal, or should Dunn County terminate this agreement for a material breach

by Eau Claire County, Dunn County shall make every effort to reassign any employees affected by the decreased workload resulting from the termination of this Agreement. In the event that Dunn County is required to lay employees off as a result of termination of this contract due to either of the circumstances described immediately above in this paragraph C., Eau Claire County shall pay Dunn County the costs of unemployment benefits for such personnel until such time as they are rehired or no longer receiving unemployment compensation. Such costs will be billed to Eau Claire County on a monthly basis on terms of 30 days net.

VIII. PAYMENTS TO DUNN COUNTY

Dunn County will account for expenses and provide an itemized monthly billing statement that conforms with V.B. to Eau Claire County, which shall be paid by Eau Claire County on a monthly basis on terms of 30 days net.

IX. COUNTY REPRESENTATIVES

For Eau Claire County : Sharon Rasmusson, Assistant to County Administrator, 721 Oxford Avenue, Eau Claire, WI, 54703, (715) 839-6143; Email: sharon.rasmusson@co.eau-claire.wi.us

For Dunn County: Eugene C. Smith, County Manager, 800 Wilson Avenue, Room 103, Menomonie, WI 54751, (715) 232-2429; Email: gsmith@co.dunn.wi.us.

X. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail to Dunn County Manager, Dunn County Government Center, 800 Wilson Ave., Room 103, Menomonie, WI 54751, and to Eau Claire County Administrator, 721 Oxford Ave., Ste. 3520, Eau Claire, WI 54703.

XI. INDEPENDENT PROVIDER STATUS

The relationship of Dunn County to Eau Claire County shall be that of an independent contractor. Dunn County shall perform this Agreement through its own means and according to its own methods, free from any control of Eau Claire County as to the manner and method of its professional performance hereunder. Nothing in this Agreement shall be construed so as to deem Dunn County, its employees, or agents as employees of Eau Claire county for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. Dunn County has no authority to incur any obligation for or on behalf of Eau Claire County.

XII. INSURANCE

Dunn county shall maintain: (1) Worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (2) Business liability insurance against any and all claim(s), which might occur in the carrying out of this Agreement, with minimum coverage of five hundred thousand dollars (\$500,000.00) combined single limit liability; (3) Professional liability insurance with minimum coverage of one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) aggregate; and (4) Financial dishonesty bond in the amount of \$500,000. Dunn County shall supply insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this Agreement, with Eau Claire County named as an additional insured on such certificate(s).

XIII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

XIV. LIABILITY

It is mutually agreed by Dunn County and Eau Claire County that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this agreement.

XV. NON-DISCRIMINATION

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record, sexual orientation, political affiliation, marital status, or military participation as provided in Wisconsin Statutes and the Wisconsin Administrative Code. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

XVI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this Agreement, Dunn County agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. Dunn County shall be subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire, a public entity. Dunn County is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. Dunn County shall provide a similar notice to all its subcontractors.

XVII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XVIII. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

XIX. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Dunn County Circuit Court, Menomonie, Wisconsin.

XX. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XXI. CONFIDENTIALITY OF MEDICAL AND PATIENT RECORDS

The parties mutually agree to protect and maintain the confidentiality of all medical and patient records developed in the course of fulfillment of these contractual obligations.

XXII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, or any interests, rights or responsibilities herein contained, except as agreed to in writing.

XXIII. MODIFICATIONS TO AGREEMENT

All modifications or amendments to this Agreement shall be made in writing, and signed by both parties.

XXIV. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XXV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

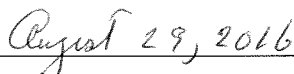
XXVI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of five (5) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

DUNN COUNTY:



Eugene C. Smith
DUNN COUNTY MANAGER



(Date)

EAU CLAIRE COUNTY:

Kathryn A. Schauf
EAU CLAIRE COUNTY ADMINISTRATOR

(Date)

FACT SHEET

TO FILE NO. 24-25/087

This ordinance change is to move the responsibility for oversight of the county medical examiner from the Committee on Administration to the Committee on Judiciary and Law Enforcement. County medical examiner services are provided through a contract with the Dunn County Medical Examiner's Office. The medical examiner provides monthly reports, as well as annual reports, to Eau Claire County, which are posted on the Eau Claire County website. In Dunn County, the medical examiner oversight is provided by the Judiciary and Law Committee. This ordinance change is being made to be consistent with the oversight in Dunn County. It is anticipated the Medical Examiner, or one of the Deputy Medical Examiners, will provide information on a quarterly and annual basis to the Eau Claire County Judiciary and Law Enforcement Committee, which is consistent with reports given by the other departments under the oversight of the Judiciary and Law Enforcement Committee.

Respectfully Submitted,

Sharon L.G. McIlquham
Eau Claire County Corporation Counsel

2
3 TO AMEND SECTION 2.04.435 A. OF THE CODE. COMMITTEE ON ADMINISTRATION;
4 TO AMEND SECTION 2.04.445 A. OF THE CODE. COMMITTEE ON JUDICIARY AND LAW
5 ENFORCEMENT

6
7 SECTION 1. That Subsection A. of Section 2.04.435 of the code be amended to read:

8
9 2.04.435 Committee on administration.


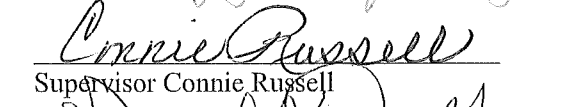
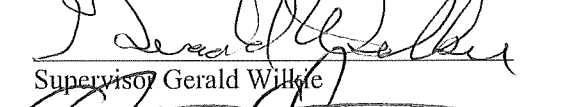

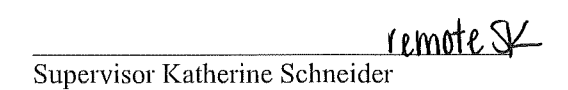
10 A The committee shall be responsible to the county board for the departmental policy
11 and oversight of the offices of the county administrator, corporation counsel, information systems
12 director, facilities director, purchasing director, ~~county medical examiner~~, veteran services
13 director and veterans service commission. In addition the committee shall have the following
14 specific duties:

15
16 SECTION 2. That Subsection A. of Section 2.04.445 of the code be amended to read:

17
18 2.04.445 Committee on judiciary and law enforcement.

19 A. The committee shall be responsible to the county board for the departmental policy
20 and oversight of the sheriff's office, district attorney's office, clerk of courts, register in
21 probate/clerk of juvenile court, circuit court, county medical examiner and criminal justice
22 services.

23
24 **Committee on Administration**

	AYE	NAY	ABSTAIN
25  26 Supervisor Nancy Coffey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27  28 Supervisor Connie Russell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29  30 Supervisor Gerald Willie	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31  32 Supervisor Steve Chilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33  34 Supervisor Katherine Schneider	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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41 Dated this 12 day of November, 2024.

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Committee on Judiciary and Law Enforcement

	AYE	NAY	ABSTAIN
_____ Supervisor Gerald Wilkie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Folstad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Lorelee Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Brett Geboy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Allen Myren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dated this _____ day of _____, 2024.

24-25/087

SM/yk

FACT SHEET

TO FILE NO. 24-25/089

This ordinance repeals Code section 9.48.050 which was created in 1989. The origin of section 9.48.050 remains a mystery to current staff. Repealing the section aligns County Code with current practice.

Fiscal Impact: None.

Respectfully Submitted:

Eric Huse
Legal Services Director
Office of District Attorney

1 Enrolled No.

ORDINANCE

File No. 24-25.089

2

3 TO REPEAL SECTION 9.48.050 OF THE CODE: NOT APPLICABLE IN MUNICIPALITIES
4 WITH RETAIL THEFT ORDINANCES

5

6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

7

8 SECTION 1. That Section 9.48.050 of the code be repealed.

9

10 ENACTED:

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12 **Committee on Judiciary & Law Enforcement**

13

YAY NAY ABSTAIN

14

15 Supervisor Gerald Wilkie

16

17 Supervisor John Folstad

18

19 Supervisor Brett Geboy

20

21 Supervisor Allen Myren

22

23 Supervisor Lorelee Clark

24

25

26 Dated this _____ day of _____, 2024

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28 ECH/ech

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30 ORDINANCE/24-25.089