

In consideration of others, please mute all electronic devices.



**AMENDED AGENDA**  
**MARINETTE COUNTY BOARD OF SUPERVISORS**

Tuesday, August 25, 2020  
9:00 a.m.  
County Board Room, Third Floor  
Marinette County Courthouse  
Marinette, Wisconsin

1. Call to order by Chairperson
2. Roll call by Clerk
3. Pledge of Allegiance and moment of silence
4. Approval of agenda and amendments
5. Approval/correction of minutes – July 28, 2020
6. Public Comment
7. Announcements
  - a) Circuit Court Judge James Morrison – Nancy J. Kallgren, Court Commissioner
8. Proclamations
9. Reports of outside agencies and others – discussion
10. Administrator Report – discussion
  - a) Update on county matters
11. Reports of Department Heads and Elected Officials – discussion
12. Resignations
13. Appointment(s) by Board Chair – discussion, action if any
14. Appointment(s) by County Administrator – discussion, action if any
  - a) Local Emergency Planning Committee
    - Cory Haberland – Waupaca Foundry – Alternate
    - Randy Peterson – Waupaca Foundry – Member

b) Traffic Safety Commission

- Highway Safety Coordinator – Lt. Chris Lesperance – indefinite

15. Petitions – discussion, action if any

16. Study Recommendations – discussion, action if any

17. Ordinances – discussion, action if any

18. Resolutions – discussion, action if any

#532-20 Human Services Amending Composition of Comprehensive Community Services Coordination Committee

19. Motions – discussion, action if any

### **Health and Human Services**

- a) Approve the Marinette-Oconto-Menominee County Comprehensive Community Services Intergovernmental Agreement, subject to Corporation Counsel's approval

### **Public Services**

- b) Approve Amendment #3 to the Inmate Telephone Service Agreement with Inmate Calling Solutions, LLC, d/b/a IC Solutions, subject to Corporation Counsel's approval

### **Infrastructure**

- c) Approve entering into an agreement with Ayres Associates at a proposed cost of \$29,980 for engineering services associated with work on the 4<sup>th</sup> floor of the Courthouse renovation work, subject to Corporation Counsel's approval

### **Administrative**

- ~~d) Approve entering into an engagement letter with Huntington Securities for the call of G.O. Refunding Bonds dated March 15, 2012, pending Corporation Counsel's approval~~
- e) Approve entering into an agreement with Kerber Rose S.C. for 2020 through 2022 Audit and financial services for Marinette County and MAR-OCO at a cost of \$162,350, with the option to renew consecutive one-year terms, subject to Corporation Counsel's approval

- f) Approve the elimination of a Mental Health Therapist CSP position and create a Mental Health Case manager position at Health and Human Services effective immediately
- g) Approve placing the part-time Care Worker position in Grade B of County's Compensation/Classification Grade Order List effective January 1, 2021 and all part-time Care Workers employed on January 1, 2021 be placed at step 1 of Grade B

20. Addendum(s) – if applicable

13. Appointment(s) by Board Chair and County Administrator – discussion, action if any

a) Chair - NorthCentral ITBEC Board

- Clancy Whiting (Designee)                      Marinette County Board      April, 2022
- Jennifer Short                                      Member at Large              April, 2022

NorthCentral ITBEC Tourism and Economic Development Advisory Committee

- Autumn Rockhill                                  Member at Large              April, 2022
- Allyson Bickel                                      Member at Large              April, 2022

b) Co Adm - Elderly Services Board

- Mike Behnke                                      Peshtigo, Grover              Dec 31, 2021

c) Reports of committees – discussion

d) Correspondence

e) Adjournment

NEXT MEETING DATE – **September 29, 2020**

Attachments

- 2020 Meeting Calendar
- Compensation/Refreshment Schedule

**PUBLIC COMMENT PROCEDURE**  
Marinette County Code of Ordinances  
Chapter 2 – COUNTY GOVERNMENT

## Section 2.04 - COUNTY BOARD RULES OF PROCEDURES

**(7)(k) Rules of Order.** Any person not a member of the Board/Committee, desirous of addressing the Board/Committee under public comment on any subject, shall first obtain permission from the Board/Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Board/Committee Chairperson.

**(10)(a) Suspending, Changing and Interpreting the Rules.** These rules may be suspended by affirmative vote of two-thirds of the members present. The vote on any motion to suspend the rules shall be taken by roll call vote.

Please contact Kathy Brandt, Marinette County Clerk (715) 732-7407 or the Marinette County Board Chair (715) 732-7409 prior to the meeting to participate in Public Comment.

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 48 hours prior to the meeting to make suitable arrangements. Thank you.

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**NORTHCENTRAL ITBEC**  
**(International Trade Business & Economic Development Council)**

**LEGAL AUTHORITY**

Resolution 95-96-19

**CONTACT PERSON**

Jennifer Short – 715-732-7503

**FUNCTION**

The purpose of the NC ITBEC is to provide the participating counties within the region a mechanism to identify and formulate regional goals and strategies leading to improvements in tourism, economic development and exporting.

**CREATED**

Marinette County Joined 8/22/1995

**MEETING SCHEDULE**

Board/Tourism Committee - joint meetings.  
Last Thursday of odd-numbered months and rotate among the member counties in alphabetical order. Usually 10:00 am  
Teleconference options being used

**NC ITBEC REPRESENTATION**

**NC ITBEC BOARD**

County Board Chair or Designee  
2<sup>nd</sup> ITBEC Board Member

+

**APPOINTING AUTHORITY**

County Board Chair  
County Board Chair

**NC ITBEC TOURISM & ECON DEV ADVISORY COMMITTEE**

2 members

County Board Chair

The NC ITBEC may have two types of members: Elected County Supervisors or Executives and Members(s) at Large. NC ITBEC Board shall have at least 1 county elected per participating county.

**LENGTH OF TERM**

2 year terms - Appointments for all members shall be for two years and expire on the third Tuesday in April of even numbered years.

**COMPENSATION**

**Ordinance 2.06(3)(5)**-County Board members receive per diem and IRS mileage rate.

Reimbursement is allowed through the ITBEC/WCA for meals, mileage and lodging according to the State of Wisconsin guidelines. Please note: reimbursement is for Board members or their appointee. In order for an appointee to be reimbursed, a letter must be on file at the WCA Office stating that the Board member authorizes this person to represent him/her at the meeting. (Board members are limited to one appointee. If the Board member and appointee are unable to attend the meeting, the person attending in their absence will not be eligible for reimbursement.)

**PRESENT MEMBERS**

**NC ITBEC Board**

Clancy Whiting (Designee)  
Jennifer Short

**REPRESENTATION**

Marinette County Board  
Member at Large

**TERM EXPIRATION**

April 2022  
April 2022

**NC ITBEC Tourism & Econ Dev Advisory Committee:**

Autumn Rockhill  
Allyson Bickel

Member at Large  
Member at Large

April 2022  
April 2022

# What is ITBEC?

## Purpose

ITBEC is an acronym for **I**nternational **T**rade, **B**usiness, and **E**conomic Development Council.

The first ITBEC – the Northwest ITBEC - was formed in 1993 by the Wisconsin Counties Association with the help of a \$200,000 grant from the Wisconsin Housing and Economic Development Authority.

The purpose of the ITBEC is to stimulate and support collaborative efforts between the participating counties within a region and to create a mechanism to identify and formulate regional goals and strategies leading to improvements in tourism, economic development and exporting.

The individual ITBECs are organized by the Wisconsin Counties Association to:

- Identify the economic development needs for its region.
- Develop regional public/private partnerships to expand economic development and employment.
- Co-sponsor business, marketing and exporting seminars.
- Develop communications and networks with federal, state, local, tribal and other public/private agencies and organizations.
- Creating work groups which focus on the economic development needs for the region with emphasis on exporting, tourism and other aspects of economic development.
- Offer export/trade counseling and seminar opportunities for local businesses.
- Facilitating political support for regional projects and legislation.

## Structure

There are four ITBEC regions in the state of Wisconsin; the Northwest, East Central, NorthCentral, and Southwest. There are 29 financially active counties in ITBEC regions throughout the state.

The Wisconsin Counties Association provides staff support and \$5,000 annually for each of the ITBECs. The \$5,000 annual contribution is only available as reimbursement to ITBEC Board and Committee members for expenses related to meetings and conferences.

**East Central** – Winnebago, Calumet, Fond du Lac.

**NorthCentral** – Vilas, Oneida, Lincoln, Portage, Florence, Forest, Langlade, Menominee, Oconto, Shawano, Waushara, and Wood.

**Northwest** – Douglas, Bayfield, Ashland, Iron, Burnett, Price, Polk, Barron, Rusk, Sawyer, Chippewa, and Washburn.

**Southwest** – Monroec and Jackson.

Note: The roster of counties in the ITBECs does vary from year to year based on County Board actions during the budget process.

# ELDERLY SERVICES BOARD

## **LEGAL AUTHORITY**

State Statutes 59.53 (11) 46.82 (1) & (4)

## **CONTACT PERSON**

Pam Mueller Johnson 715-854-7453  
[www.mces.net](http://www.mces.net)

## **FUNCTION**

Promote, organize, and develop services for elderly citizens of Marinette County.

## **CREATED**

Committee on Aging - Resolution #24 10/17/72  
Aging Unit- Resolution #6 5/15/79

## **MEETING SCHEDULE**

Second Wednesday of each Month

## **COMPOSITION**

Current Commission 7 Members  
County Board Members  
At Large Members

## **APPOINTING AUTHORITY**

Administrator/w Co Brd Approval  
Administrator/w Co Brd Approval

**Per Statutes-** Older individuals shall constitute at least 50% of the membership of the advisory committee and individuals who are elected to any office may not constitute 50% or more of the membership of the advisory committee. Older defined as a person at least 60 years old.

**Per By-Laws-** The Commission on Aging Board shall solicit, nominate, and present names of new board members to the County Administrator, who shall appoint new members, subject to the approval of the County Board of Supervisors. Up to two (2) County Supervisors may serve as members. Five (5) at large board members may serve, however if only one (1) county board supervisor is appointed, then six (6) at large members may serve.

## **LENGTH OF TERM**

3-year staggered terms and no member may serve more than two consecutive three-year terms. One third of the Commission members shall be reappointed each year.

## **COMPENSATION**

Ordinance 2.05 (3)(5)-County Board members receive per diem and IRS mileage rate.  
Ordinance 2.05 (8)-Citizen Members receive \$35.00 per diem and IRS mileage rate.

## **PRESENT MEMBERS**

Rick Downs (1)  
Mike Behnke (1)  
Don Phillips (2)  
Alfred Sauld \* (1)  
Joan Rocque (2)  
Colleen Risner (1)  
Debbie Baumgart (1)

## **REPRESENTATION**

Pembine, Niagara  
Peshtigo, Grover  
Marinette  
Niagara  
Goodman, Dunbar  
Coleman, Pound, Beaver  
Crivitz, T of Stephenson

## **TERM EXPIRATION**

December 31, 2021  
December 31, 2021  
December 31, 2022  
December 31, 2022  
December 31, 2022  
December 31, 2020  
December 31, 2020

- (1) Members serving First 3 Year Term.  
(2) Members serving Second 3 Year Term.

\*



# MARINETTE COUNTY ELDERLY SERVICES

516 North Hwy. 141 - P.O. Box 456  
Crivitz, Wisconsin 54114-0456

Telephone 715-854-7453  
800-990-4242  
Fax 715-854-7472

August 18, 2020

John Lefebvre – County Administrator  
Marinette County  
1926 Hall Avenue  
Marinette, WI 54143

Dear John:

This is to inform you that Marinette County Elderly Services Board endorses the appointment of the following County Board member to serve a three year term on the Elderly Services Board for the Peshtigo/Grover area:

- Mike Behnke-Term January 2019 – December 2021

We appreciate your consideration. Please contact me if you have any questions, Thank you.

Sincerely,

Pam Mueller Johnson  
Director

C: Mike Behnke  
Kari LaCount

Enclosure

## LOCAL EMERGENCY PLANNING COMMITTEE

### LEGAL AUTHORITY

State Statutes 59.54 & 166.20

### CONTACT PERSON

715-732-7666

[www.marinettecounty.com](http://www.marinettecounty.com)

Emergency Management Department  
LEPC and Hazmat

### FUNCTION

Implement programs and undertake activities which are designed to prepare the county to cope with emergencies involving the accidental release of hazardous substances.

### CREATED

1986

### MEETING SCHEDULE

Quarterly

### COMPOSITION Not more than 30 persons

Group I - Elected Officials

State Representative and

Co Brd Chairperson

Group II - Law Enforcement, Emg Government,  
Firefighting, Health Services, First Aid, Hospital,  
Environmental Organizations, Transportation

Group III - Print and Broadcast Media

Group IV - Community Groups

Group V - Facility Owner/Operators

### APPOINTING AUTHORITY

As Elected

Administrator w/ Co Brd Approval

### LENGTH OF TERM

No term limitations.

### COMPENSATION

Ordinance 2.05 (3) and (5)-County Board Chairperson will receive per diem and IRS mileage rate.

LEPC does not compensate any members. If they receive compensation, it is from their place of employment.

### PRESENT MC MEMBERS

John Guarisco

Kathy Frank

Lt. Jason Ducane

Robin Elsner

Molly Bonjean

Eric Burmeister

### REPRESENTATION

County Board Chairperson

Marinette Co. EM Mgmt.

Marinette Co. Sheriff Dept.

Alt. Marinette Co. HHS

Marinette Co. HHS

Marinette Co. Hwy Dept.

### TERM EXPIRATION

April, 2022

Indefinite

Indefinite

Indefinite

Indefinite

Indefinite

5/2020

**LOCAL EMERGENCY PLANNING COMMITTEE**

**Appointment List**

(2) Name		(a) Group	(3) Representing (b) Organization	(7) LEPC Position
Guarisco	John	1	Marinette County Board	Member
Bonjean	Molly	2	Marinette County Health & Human Services	Member
Booth	Daryl	2	Marinette County EMS Assoc.	Member
Brosig	Lynette	3	Peshtigo Times	Member
Burmeister	Eric	2	Marinette County Highway	Member
Ducane	Lt. Jason	2	Marinette County Sheriff Dept.	Member
Elliott	Michael	5	Johnson Controls	Member
Elsner	Robin	2	Marinette County Health & Human Services	Alternate
Frank	Kathy	2	Marinette County Emergency Mgmt	Emerg.Coord. / Coord of Inf
Gerbyshak	Ronald	4	Farmer's Rep.	Member
Greil	Dennis	5	KS Kolbenschmidt US, Inc.	Alternate
<b>Haberland</b>	<b>Cory</b>	<b>5</b>	<b>Waupaca Foundry</b>	<b>Alternate</b>
Heckel	Chief Jay	2	Marinette City FD/HazMat Team	Vice-Chair
Kitt	Mike	4	Citizen	Member
Lautenslager	Jeff	2	WDNR	Member
Loll	Greg	2	Marinette County EMS Assoc.	Alternate
Lutze	Officer Matt	2	Marinette City Police Dept.	Alternate
Motkowski	Gary	5	BPM, Inc.	Member
Mursau	Jeff	1	WI 36th Assembly District	Associate
Nault	Sgt. Joe	2	Marinette City Police Dept.	Member
Nygren	John	1	WI 89th Assembly District	Associate
Nyman	Dan	4	Citizen	Chair
Orlando	Mike	2	Bay Area Medical Center	Alternate
Pennings	John	2	Marinette City FD/HazMat Team	Alternate
<b>Peterson</b>	<b>Randy</b>	<b>5</b>	<b>Waupaca Foundry</b>	<b>Alternate-Member</b>
Prudhomme	Shirley	3	Peshtigo Times	Alternate
Sauve	Ted	4	Citizen	Member
Schmidt	Don	5	United Cooperative	Member
Seils	Rich	2	Marinette Co. Fire Assoc.	Member
Suennen	Ryan	5	Johnson Controls	Alternate
Vacant		2	Bay Area Medical Center	Member
VanCampenhout	Steve	5	WI Public Service	Alternate
Willis	Tom	5	ChemDesign	Member
Zimmerman	Matt	5	BPM, Inc.	Alternate

(Exhibit C)



**WAUPACA FOUNDRY, INC.**  
Plant 4  
805 Ogden Street  
Marinette, WI 54143  
PHONE (715) 735-4999  
WEB [WaupacaFoundry.com](http://WaupacaFoundry.com)

June 25, 2020

Kathy Frank  
Emergency Management Coordinator/County PIO  
Division of Emergency Management  
Marinette County Highway Dept  
501 Pine Street  
Peshtigo, WI 54157

RE: Changes in Facility Representatives - LEPC

Dear Ms. Frank,

I would like Randy Peterson to serve as the Waupaca Foundry, Inc. LEPC representative. Mr. Peterson already serves as the Waupaca Foundry, Inc. alternate member and has been actively participating in the plan review committee.

Furthermore, I would like to nominate Cory Haberland to serve as the Waupaca Foundry, Inc. alternative member. Mr. Haberland is our new Safety Manager and has extensive experience in the emergency medical services field. A short summary of Mr. Haberland's qualifications is attached.

Sincerely,

  
Daniel Korpi  
Plant Manager

Enc.

## **Cory Haberland Experience/Qualifications**

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**Ten years of experience at Waupaca Foundry, Inc. in various roles including Assistant Safety Manager and Safety Manager.**

**Twelve year volunteer of the Emergency Rescue Squad, Inc. in the capacity, of an EMT- Basic.**

**Previously held position on the operating committee of ERS, Inc.**

**Waupaca Foundry, Inc. Emergency Responder/ ERT Team Leader**

**Operation Level HAZMAT responder per 29 CFR 1910.120**



# TRAFFIC SAFETY COMMISSION

## **LEGAL AUTHORITY**

State Statutes 83.013  
State Statute 59.54 (17)(c)

## **CONTACT PERSON**

Lt. Jason Ducane 715-732-7602  
Sheriff Sauve 715-732-7607

## **FUNCTION**

Review traffic accidents and make written recommendations for any corrective actions to appropriate department, county board, county committee or any other branch of local government.

## **CREATED**

October 17, 1972 Resolution #28  
Amended on 5/31/16 by Resolution #455-16

## **MEETING SCHEDULE**

Quarterly

## **COMPOSITION**

County Highway Commissioner  
Chief County Law Enforcement Officer  
County Highway Safety Coordinator  
Education Representative  
Medical Representative  
Legal Representative  
Division of State Patrol Representative  
Highway Engineering Representative  
Traffic Safety Representative  
Infrastructure Committee Member  
Three at Large Members

## **APPOINTING AUTHORITY**

Administrator  
County Sheriff  
Administrator (Board) Stats  
Administrator (Board) Stats  
Administrator (Board) Stats  
Administrator (Board) Stats  
WI Dept of Transportation  
WI Dept of Transportation  
WI Dept of Transportation  
Administrator w/Co Brd Approval  
Administrator w/Co Brd Approval

## **LENGTH OF TERM**

County determines length of terms.

## **COMPENSATION**

NONE - VOLUNTEER BASIS - However, meetings are held on workdays so representatives are paid their normal salary for attendance.

Ordinance 2.05 (3) and (5)-County Board members receive per diem and IRS mileage rate.

## **PRESENT MEMBERS**

Eric Burmeister  
Sheriff Sauve - Vice-Chair  
Chris Lesperance  
Rick Ahrens  
Kalynn Van Ermen  
Deshea Morrow  
Sergeant Andrew Hyer  
Randy Asman  
Mike Panosh  
Al Mans  
Ida Soletske  
Mark Menor  
Tom Westlund

## **REPRESENTATION**

County Hwy Commissioner  
Chief LE Officer  
Hwy Safety Coordinator  
Education Representative  
Medical Representative  
Legal Representative  
WI State Patrol Representative  
Hwy Engineering Representative  
Bureau of Traffic Safety/DOT  
Infrastructure Committee Member  
At Large Member  
At Large Member  
At Large Member

## **TERM EXPIRATION**

Virtue of Office  
Indefinite  
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April, 2022  
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**Marinette County  
Traffic Safety Commission**

**MINUTES**

Wednesday, August 12<sup>th</sup> 2020

10:00 a.m.

2161 University Drive, Marinette, WI

Law Enforcement Conference Room

- Members Present:** Randy Wiessinger-Bureau of Traffic Safety, Kalynn Van Ermen, Tom Westlund, Sheriff Jerry Sauve, Eric Burmeister-Highway Commissioner, Ida Soletske – Chief Coleman PD
- Present Via Phone:** Sgt. Mark Menor – Marinette PD, Randy Asman - DOT
- Excused:** Mike Panosh, Rick Ahrens, DA DeShea Morrow, Jennifer Austin-State Patrol
- Also Present:** Lt. Christopher Lesperance, Lindsey Lesperance-Secretary, Lt. Jared Phillips – Peshtigo PD, Bay Cities Radio, Eagle Herald

**1. Call to Order. Roll Call.**

Sheriff Jerry Sauve called the meeting to order at 10:01 a.m.

**2. Approve/Amend Agenda Items.**

**MOTION (Westlund/Soletske)** to approve the Agenda as presented. Motion carried. No negative vote.

**3. Approve/Amend Minutes of February 12th, 2020 Meeting.**

**MOTION (Soletske/Van Ermen)** to approve the Minutes as written. Motion carried. No negative vote.

**4. Public Comment.**

Chief Ida Soletske speaks on a concern about a large bump causing problems for eastbound and westbound traffic in the area of County Road B and Lentz Rd.

**5. Nomination of new County Highway Safety Coordinator.**

Lt. Jason Ducane has resigned from the position and the Marinette County Sheriff's Office. The members of the commission appreciate the time and effort he dedicated to the position. Highway Commissioner Eric Burmeister nominates Lt. Christopher Lesperance, Tom Westlund seconded the motion. No negative votes, no additional nominations.

**6. Correspondence.**

None at this time.

**7. Highway Department Report.**

Eric Burmeister speaks on projects

- 20 miles of County Rd O have been chip-sealed and project should be complete by 1<sup>st</sup> week in November
- 3 bridges on Hwy 41 have had an epoxy overlay completed
- Sections of Hwy 180 and Hwy 141 (Pembine) have had rubbering & sealing
- Will be replacing concrete panels on Hwy 141 between County Rd Q & Hwy 64

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**RESOLUTION No. 532-20**

**AMENDING COMPOSITION OF COMPREHENSIVE COMMUNITY SERVICES COORDINATION COMMITTEE**

WHEREAS, the Marinette County Board of Supervisors created a Comprehensive Community Services Coordination Committee by Resolution #332 on March 30, 2010 and subsequently amended the composition of the Committee by Resolution #427 on October 8, 2014; and subsequently amended the composition of the Committee Resolution #475-17 on September 19, 2017: and

WHEREAS, Marinette County, Oconto County, and most recently Menominee County are working together to form a Multi-county Comprehensive Community Services Model, and Marinette County has agreed to act as lead county; and

WHEREAS, the composition of a fifteen member committee will more appropriately represent the interests of all three counties while complying with statutory requirements.

**BE IT RESOLVED**, the fifteen member Committee shall comprised as follows:

Marinette County – Six (6) members:

- 3 - Members who are consumers of local community services.
- 2 - Combination of county employees and providers of mental health or substance abuse services.
- 1 - Members drawn from mental health and substance abuse advocates, consumers, family members of consumer, interest citizens and service providers other than mental health or substance abuse.

Oconto County – Five (5) members:

- 2 - Members who are consumers of local community services.
- 2 - Combination of county employees and providers of mental health or substance abuse services.
- 1 - Members drawn from mental health and substance abuse advocates, consumers, family members of consumer, interest citizens and service providers other than mental health or substance abuse.

Menominee County – Four (4) members:

- 1 - Members who are consumers of local community services.
- 2 - Combination of county employees and providers of mental health or substance abuse services.
- 1 - Members drawn from mental health and substance abuse advocates, consumers, family members of consumer, interest citizens and service providers other than mental health or substance abuse.

Each county's members shall be appointed by the respective Directors of Marinette County Health and Human Services, Oconto County Health and Human Services and Menominee County Human Services Departments.

All members except Marinette, Oconto and Menominee County employees and independent service providers shall receive per diem and mileage as set forth in the Marinette County Code of Ordinances relating to citizen membership on county boards and commissions.

Approved by a majority vote of the quorum of the Marinette County Board of Supervisors on August 25, 2020.

\_\_\_\_\_  
John Guarisco, Chair

\_\_\_\_\_  
Kathy Brandt, County Clerk

Recommended: Health and Human Services Committee – 08/5/2020

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Marinette County Finance Department

Fiscal Impact Statement

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Number 532-20

Ordinance

Resolution

*AMENDING COMPOSITION OF COMPREHENSIVE COMMUNITY SERVICES COORDINATION  
COMMITTEE*

Fiscal Impact Statement:

Eligible Comprehensive Community Services Coordination Committee (CCSCC) members receive a \$35 per diem per meeting and mileage cost, however these costs are 100% reimbursed from the State of Wisconsin.

No fiscal impact.

*Laura Mans*

Laura Mans  
Finance Director

July 29, 2020

Date

**MARINETTE-OCONTO-MENOMINEE COUNTY**  
**COMPREHENSIVE COMMUNITY SERVICES**  
**INTERGOVERNMENTAL AGREEMENT**

This Consortium Memo of Understanding (“MOU”) is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among, Marinette, Oconto and Menominee (collectively “the Counties”), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a consortium that shall be known as “Marinette/Oconto/Menominee CCS” Consortium related to the delivery of Comprehensive Community Services (“CCS”).

**RECITALS**

**WHEREAS**, 2013 Wisconsin Act 20, the Biennial Budget Bill, modifies current law relating to the authorization for DHS to pay the nonfederal share of Medicaid for CCS with the formation of county-based regional consortia and further authorizes the consortia to enter into a contract with DHS related to the provision of the services; and

**WHEREAS**, Wis. Stat. § 66.0301(2) authorizes municipalities to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the Counties have determined that it would be in their respective best interests to enter into this agreement pursuant to Wis. Stat. § 66.0301, thus forming a Consortium pursuant to the authority established in Act 20 as described herein; and

It is the intent of this agreement to establish, among other things, the formation of a Consortium by and between the Counties to deliver Comprehensive Community Services and to share: providers, provider and staff training, service array, quality assurance and improvement, specific service delivery, data collection and review, consumer satisfaction measures, and clinical supervision and consultation. This is intended to be the master agreement between the Counties related to the provision of Comprehensive Community Services.

**I. AGREEMENT PERIOD AND ADMINISTRATORS**

A. **TERM**

This Contract shall be effective for the period from January 1, 2021, through December 31, 2021. This agreement will automatically renew every calendar year unless notice of dissolution is provided by July 1 of the year which dissolution is considered.

B. **ADMINISTRATORS**

The Director of the Marinette County Department of Health and Human Services, the Director of Oconto County Health and Human Services and the Director of the Menominee County Human Services Department are designated as the official administrator for their respective county. These individuals shall be authorized to make decisions binding each party hereto and, as well, accept service of any official notice required under this Contract or any amendment, addenda or exhibit thereto.

Any county may replace its administrator upon written notice to the other counties.

## **II. DESIGNATION OF LEAD COUNTY AGENCY**

### **A. APPOINTMENT OF LEAD COUNTY AGENCY**

The Counties hereby designate Marinette County, acting by and through the Marinette County Department of Health and Human Services, as the Lead County Agency for purposes of this agreement, including but not limited to ensuring the Consortium's compliance with the DHS Contract subject to the rights and responsibilities of each of the Counties as provided herein.

### **B. RESIGNATION OR REMOVAL AS LEAD COUNTY AGENCY**

1. Resignation. The Lead County Agency may resign as Lead County Agency for any renewed term of this Contract by providing the other Counties with written notice of its intent to resign on or before July 1 of the year prior to the year in which the resignation is to take effect on December 31 of that year.
2. Upon resignation of the Lead County Agency, a new Lead County Agency shall be appointed provided the county appointed as Lead County Agency accepts such appointment.
3. If no county accepts appointment as the Lead County Agency, the Consortium shall dissolve as of December 31 of that year.

### **C. DUTIES OF LEAD COUNTY AGENCY**

The Lead County Agency shall have the following duties and responsibilities:

1. Act as fiscal agent for purposes of this Contract, which duties shall include, without limitation: (a) provide an accounting of all funds provided to the Consortium by the State or Federal government subject to this Contract consistent with the reporting and audit standards set forth in the DHS Contract; and (b) assume responsibility for billing and collection and distribution of any and all funds associated with this Contract and any addenda, appendix, or sub-contract related thereto.
2. Act as the principle contact with DHS on behalf of the Counties for purposes of the DHS Contract. The Lead County Agency is the County authorized to act on the Consortium's behalf with respect to the DHS Contract or dealings between the Consortium and DHS as it relates to this agreement and any addenda.
3. Maintain responsibility for the provision of independent legal services for the Consortium at the consortium's expense if all counties agree. Counties participating in this agreement will maintain legal representation for their respective county.

4. Legal counsel services relating to an individual County will be the responsibility of each county that is a member of the Consortium. The Lead County Agency will not be responsible for legal services contemplated by statute, which includes without limitation Chapters 51 and 55.
5. Maintain responsibility for all administrative activities associated with the DHS Contract that are not otherwise specifically vested with another county.
6. Maintain responsibility for the fulfillment of all contractual obligations of the Consortium as set forth in the DHS Contract.

**D. DUTIES OF ALL CONSORTIUM COUNTIES**

The Counties understand and agree that the rights, duties and obligations set forth in this agreement and any addenda are intended to be binding and enforceable by, between and among the Counties. In addition to any duties and responsibilities set forth in this agreement, each County shall be responsible for the following:

1. Assist with and maintain the consortium certification of the Comprehensive Community Services program.
2. Each County shall comply with the performance standards set forth by DHS and shall pay for any sanction/penalty assessed by the State/Federal government should they fail to perform up to the DHS standard. The sanction/penalty shall be borne by the County responsible for the error.

**III. INDEMNITY AND INSURANCE**

- A. Each County shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the provision of the indemnifying County's services under this Contract, including any addenda, or a breach of the indemnifying County's obligations under this Contract, including any addenda. Without limiting the foregoing grant of broad indemnity, the obligation to indemnify shall include instances where the Consortium is assessed penalties, liquidated damages, a decrease or elimination in funding or otherwise suffers financial harm under the DHS Contract as a result of the action or inaction of said County.
- B. Each County shall be responsible for any State or Federal tort liability or civil rights violation based upon any acts or omissions by their respective County employees.

**IV. CIVIL RIGHTS COMPLIANCE/ASSURANCES**

The Counties shall comply with all state and federal requirements related to civil rights compliance. Each County shall bear any and all penalties for failure to comply or violation of any civil rights requirement.

**V. CONTRACT REVISIONS**

- A. This agreement and any addenda shall be construed consistent with the laws of the State of Wisconsin.
- B. This agreement and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties.

**VI. DISPUTE RESOLUTION AND WITHDRAWAL**

- A. In the event that any party or parties claims that another party has not performed its obligations under the agreement, including any addenda, the party claiming nonperformance shall deliver written notice of the nonperformance, which shall include a description of the basis for nonperformance, to the other party. The party receiving the notice shall have a period of fifteen (15) days in which to correct any deficiency in performance, or longer if agreed to between the parties. If the party receiving the notice does not correct any such deficiency within the time provided, the dispute shall be submitted to a mediator, which shall attempt to reach agreement between the parties. If such mediation is unsuccessful then the parties may initiate legal action to enforce any right or obligation under this agreement.
- B. On or before August 15 of the year in which withdrawal is considered, a County may send written notice to the lead County requesting withdrawal of the Consortium. The withdrawal will be effective as of December 31 of that year.

**VII. RECORDS**

Each County shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. No County agency bears any legal or fiscal responsibility for the records or financial statements of any other counties.

**VIII. ADDITIONAL RESPONSIBILITIES**

All Counties agree to meet state and federal service and performance standards set forth in the DHS contract and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and any addenda. In addition, the Counties shall:

- A. Cooperate with the each other in establishing reasonable procedures for the administration of this Contract.
- B. Develop and monitor quality assurance measures related to customer satisfaction.
- C. Ensure that the DHS guidelines are being met, including all DHS performance standards for each County and the Consortium as a whole.

**IX. DEBARMENT AND SUSPENSION**

Each County certifies through signing this contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, a County shall notify the other Counties within five business days in writing if the County or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

**X. CONDITIONS OF THE PARTIES OBLIGATIONS**

- A. This agreement is created pursuant to applicable federal and state law, including HFS 36, Wis. Admin. Code. Any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services in relation to the DHS Contract shall serve to terminate this Agreement.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. The document represents the entire agreement of the parties.
- D. An employee of a County shall not be considered an employee, agent or volunteer of any other County.

**XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**Each County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract. The Lead Agency is not legally liable for any breach by any other County for any HIPPA violation and/or other privacy violation by another county.**

**XII. SIGNATURES**

This Contract is agreed upon and approved by the authorized representatives of the Counties as indicated below.

**MARINETTE COUNTY:**

\_\_\_\_\_  
Kathy Brandt, Marinette County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Elsner, HHSD Director  
On behalf of Marinette County

\_\_\_\_\_  
Date

**OCONTO COUNTY:**

\_\_\_\_\_  
Kim Pytleski, Oconto County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael G. Reimer, HHSD Director at  
the direction of the Oconto County  
Board of Supervisors

\_\_\_\_\_  
Date

**MENOMINEE COUNTY:**

\_\_\_\_\_  
Laure Pecore, MENOMINEE County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Wilber, HSD Director  
On behalf of MENOMINEE County

\_\_\_\_\_  
Date

**AMENDMENT No. 3 to the  
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment No. 3 to the Inmate Telephone Service Agreement dated 9/1/2013, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and **Marinette County, WI** (the "County") effective as of the full execution hereof ("Amendment Date").

Whereas, the parties further amend the Agreement as follows:

1. The current Term of the Agreement is hereby amended to be through August 31, 2021.
2. The MAG, as more fully described on Exhibit D to the Agreement, is hereby amended to be \$110,000 commencing with the Term year that starts September 1, 2020. The MAG is subject to County maintaining an average daily inmate population of 100 (the "Minimum ADP"). In the event that the actual ADP for a Term year is less than the Minimum ADP, then the MAG shall be reduced proportionally and County shall reimburse ICS for any overpayment. ICS shall otherwise pay County any shortfall within 30 days of the end of the Term year.
3. Except as amended herein, the agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment by their duly authorized representatives:

**Inmate Calling Solutions, LLC**

**Marinette County, WI**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**AMENDMENT No. 2 to the  
INMATE TELEPHONE SERVICE AGREEMENT**

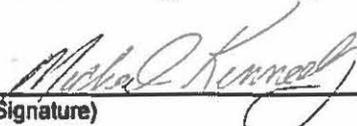
This Amendment No. 2 to the Inmate Telephone Service Agreement dated 9/1/2013, as previously amended (the "Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") and Marinette County, WI (the "County") effective as of the full execution hereof ("Amendment Date").

Whereas, the parties further amend the Agreement as follows:

1. The current Term of the Agreement is hereby amended to be through August 31, 2020.
2. ICS shall transition the services from the current premise-based platform to a centralized platform housed in ICS' Atlanta data center and backed up in ICS' San Antonio data center. Such transition shall be completed at no cost to County.
3. ICS shall deploy the Argus on-demand call transcription feature at no cost to County.
4. Except as amended herein, the agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC**

  
\_\_\_\_\_  
(Signature)

Michael Kennedy  
\_\_\_\_\_  
(Printed Name)

Vice President Sales & Marketing  
\_\_\_\_\_  
(Title)

7/30/19  
\_\_\_\_\_  
(Date)

**Marinette County, WI**

  
\_\_\_\_\_  
(Signature)

Kathy Brandt  
\_\_\_\_\_  
(Printed Name)

County Clerk  
\_\_\_\_\_  
(Title)

July 30, 2019  
\_\_\_\_\_  
(Date)

**AMENDMENT to the  
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment to the Inmate Telephone Service Agreement dated 9/1/2013, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Marinette County, WI** (the "County") effective as of **September 1, 2018** ("Amendment Date").

Whereas, the parties further amend the Agreement as follows:

1. The current Term of the Agreement is hereby amended to be through August 31, 2019.
2. The call rates, as previously amended on 6/20/2016, are hereby further amended to be as follows:

<b>Prepaid and Collect (Direct Bill) Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.328
Intrastate/IntraLATA	\$0.35
Intrastate/InterLATA	\$0.35
Interstate	\$0.21

<b>Debit Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.196
Intrastate/IntraLATA	\$0.35
Intrastate/InterLATA	\$0.35
Interstate	\$0.21
International	\$0.95

**NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (All Intrastate).....	\$5.95
Payment Processing Fee (Interstate Live Agent).....	\$5.95
Payment Processing Fee (Interstate IVR or Internet).....	\$3.00
Direct Billing Statement Fee .....	\$2.00

(All other fees free or waived)

3. The Commission rate set forth on Exhibit D to the Agreement, as previously amended on 6/20/2016, is hereby further amended to be 77%. In addition, ICS shall pay County a Commission of 50% on any service fees collected with respect to inmate voicemail services.
4. The MAG, set forth on Exhibit D to the Agreement, is hereby amended to be \$100,000.
5. County shall assume all responsibility for inmate telephone maintenance and repair as needed. ICS shall supply spare telephone units, including shipping to the jail facility, and shall also pay County \$400.00 per month to help cover County's cost in the performance of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC**

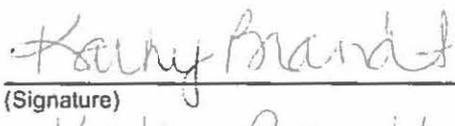
  
\_\_\_\_\_  
(Signature)

**Michael Kennedy**  
\_\_\_\_\_  
(Printed Name)

**Vice President Sales & Marketing**  
\_\_\_\_\_  
(Title)

**9/11/18**  
\_\_\_\_\_  
(Date)

**Marinette County, WI**

  
\_\_\_\_\_  
(Signature)

**Kathy Brandt**  
\_\_\_\_\_  
(Printed Name)

**County Clerk**  
\_\_\_\_\_  
(Title)

**09-18-2018**  
\_\_\_\_\_  
(Date)

**AMENDMENT to the  
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment to the Inmate Telephone Service Agreement dated 9/1/2013, as previously amended (the "Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") and Marinette County, WI (the "County") effective as of September 1, 2018 ("Amendment Date").

Whereas, the parties further amend the Agreement as follows:

1. The current Term of the Agreement is hereby amended to be through August 31, 2019.
2. The call rates, as previously amended on 6/20/2016, are hereby further amended to be as follows:

<b>Prepaid and Collect (Direct Bill) Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.328
Intrastate/IntraLATA	\$0.35
Intrastate/InterLATA	\$0.35
Interstate	\$0.21

<b>Debit Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.196
Intrastate/IntraLATA	\$0.35
Intrastate/InterLATA	\$0.35
Interstate	\$0.21
International	\$0.95

**NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

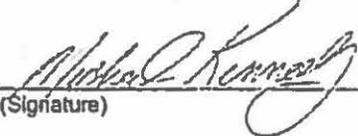
Payment Processing Fee (All Intrastate).....	\$5.95
Payment Processing Fee (Interstate Live Agent).....	\$5.95
Payment Processing Fee (Interstate IVR or Internet).....	\$3.00
Direct Billing Statement Fee .....	\$2.00

(All other fees free or waived)

3. The Commission rate set forth on Exhibit D to the Agreement, as previously amended on 6/20/2016, is hereby further amended to be 77%. In addition, ICS shall pay County a Commission of 50% on any service fees collected with respect to inmate voicemail services.
4. The MAG, set forth on Exhibit D to the Agreement, is hereby amended to be \$100,000.
5. County shall assume all responsibility for inmate telephone maintenance and repair as needed. ICS shall supply spare telephone units, including shipping to the jail facility, and shall also pay County \$400.00 per month to help cover County's cost in the performance of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC**

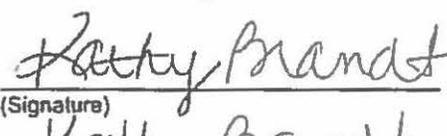
  
(Signature)

Michael Kennedy  
(Printed Name)

Vice President Sales & Marketing  
(Title)

9/11/18  
(Date)

**Marinette County, WI**

  
(Signature)

Kathy Brandt  
(Printed Name)

County Clerk  
(Title)

09-18 2018  
(Date)

## INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Marinette County (the "County") having its principal place of business at 1926 Hall Ave., Marinette, WI 54143-1254.

1. **Term of Contract.** This Agreement shall commence on September 1<sup>st</sup>, 2013, (the "Effective Date") and shall remain in force and effect for five (5) years from the Effective Date. This Agreement, upon mutual written agreement, will renew for two (2) additional terms of one (1) year each upon the terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event of termination other than for cause by ICS, County shall reimburse ICS for any paid but unearned portion of the MAG, as defined under Exhibit D, based on the number of months that would have otherwise remained in the then-current term. Upon termination of this Agreement, County shall immediately cease use of any Equipment provided hereunder. All phone recordings shall be the property of the County and shall remain available to the County throughout the term of this Agreement plus 180 days following termination hereof to allow the County access to such recorded calls.
  - 1.1 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, either party may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS either located at ICS' premises or within space provided by the County at one or more of the locations listed on Exhibit A, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate Equipment, which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide all reasonable on-site training and internet-based training at no cost to County and to County's reasonable satisfaction for full operation of the Equipment. Additional training may be provided upon County's request based on availability and quotation from ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS

reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Such threshold shall be initially set to \$75 per calendar month.

6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls. ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

County agrees that all Commission revenues are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on County maintaining an average daily inmate population of not less than 100 for three consecutive months with access to telephones materially consistent with industry practice.

7. **County shall:**

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
- i. Provide ICSolutions with County's Federal Tax ID: 39-6005718

8. **Law and Venue.** The domestic law of the State of Wisconsin shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Marinette County of Wisconsin.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement, together with its Exhibits and ICS' response dated June 4, 2013 (the "RFP Response") to County's 'Request for Proposal for Inmate Telephone System' dated May 22, 2013 (the "RFP"), constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Conflicts in terms shall be resolved in order of the principle Agreement, Exhibits, RFP Response and then RFP. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the locations covered by the Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees, agents or representatives.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder upon mutual agreement of the parties provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed. ICS shall provide prior written notice to County of any changes, transfers, or assignments.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.

16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment (i.e. hand set amplified TDD) in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make alterations to the Equipment as reasonably necessary for its correct operation and/or compliance with applicable laws at no cost to facility.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING

CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
21. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "**Confidential Information**") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer<sup>®</sup> software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer<sup>®</sup> software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble

or in any way modify any of the Enforcer<sup>®</sup> software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer<sup>®</sup> software.

24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC**

*Brendan Philbin*  
(Signature)

BRENDAN PHILBIN  
(Printed Name)

VICE PRESIDENT  
(Title)

11-4-13  
(Date)

**Marinette County, WI**

*Katherine K Brandt*  
(Signature)

Katherine K. Brandt  
(Printed Name)

County Clerk  
(Title)

10-30-13  
(Date)

**Exhibit A – Locations**

**Location Name**

**Address**

Marinette County Jail

2161 University Drive  
Marinette, WI 54143-1254

**Exhibit B – Equipment**

ICS shall supply the following systems and features:

- 1) **The ENFORCER® System (premise-based) configured as follows:**
  - Existing 1 Hour UPS unit to be refurbished or replaced as needed
  - Collect, PrePaid Collect & Debit Call Processing
  - PIN-Based Visitation Phones (16 Stations)
  - Inmate and Visitation Phone Monitoring & Recording
  - Interface to Stellar Commissary for automated debit purchases
  - Interface to Stellar Commissary for Over-the-Phone Commissary Ordering
  - Paperless grievance reporting system
  - The Attendant automated IVR (jail & dynamic inmate information line)
  - Link Analysis investigative tools + Unlimited Reverse Lookup
  - Crime Tip & investigator voicemail (external Speed Dials / Alerts)
  - 24 x 7 x 365 live, U.S.-based technical & customer service
  - Live Monitoring and access to Enforcer® using smart phones or iPads, etc. when technology is available
  - Investigator Pre-Call Voice Biometrics (initial pin verification)
  - All software use licenses included
  - Replace call processor from Centralized to on-site call processor
  
- 2) **Inmate Telephone Instruments**
  - Existing 30 Stainless Steel Inmate Phone Instruments to be refurbished or replaced as needed
  - 1 Workstation with keyboard, Mouse, Printer, Monitor & Stereo Speakers
  - 36 Visitation Phone Instruments with 16 PIN-Input Keypads
  - 1 TTY/TDD unit upon request
  - 1 portable unit upon request
  
- 3) **Optional Technology\Services (County must select)**

Cellebrite UFED Ultimate  
Mobile Forensic Unit  YES  NO

Investigator PRO™  
\$0.25 Non-Commissionable License Fee  YES  NO

Inmate Voice Mail  
\$1.00-per-message fee charged to the consumer.  YES  NO
  
- 4) **Local Maintenance**

Phone replacement will be provided by County for consideration of \$300.00 per month. ICS will provide spare phones and cover shipping expenses to and from the jail for this purpose.

### Exhibit C – Call Rates

The following rates apply to calls from all County Locations:

<b>Collect &amp; Prepaid Collect Calling Rates</b>		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$4.92	\$0.00
IntraLATA	\$3.95	\$0.69
InterLATA	\$3.95	\$0.69
Interstate	\$3.95	\$0.89
International	n/a	n/a

<b>Debit Calling Rates</b>		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$2.95	\$0.00
IntraLATA	\$0.50	\$0.50
InterLATA	\$0.50	\$0.50
Interstate	\$0.50	\$0.50
International	\$4.00	\$1.00

*NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*

ICS reserves the right to increase the call rates proportional to any increase in dominant, common carrier rates that may become effective, subject to ICS providing 30 days' prior written notice thereof.

Notwithstanding the foregoing, County reserves the right to review the call rates on an annual basis. If such rate review results in a requested rate change, and such rate change mandates an adjustment to the Commission percentage, then the parties will negotiate in good faith to establish a Commission percentage that is linked to the new call rates.

## Exhibit D – Commissions

ICS shall pay County **80.1% Commission** on gross collect, prepaid, and debit call revenue. In addition, if inmate voicemail is deployed, ICS agrees to pay 50% Commission on gross voicemail revenue.

Minimum Annual Guarantee ("MAG"): ICS shall pay an annual Commission MAG of \$100,000 to County. This MAG will be paid at the beginning of each contract year and reconciled annually within 30 days following the end of each contract year.

Commission rates will be reduced by 3 percentage points and the MAG will be reduced by \$3,000 in the event that County elects to implement Cellebrite™ mobile forensic technology.

ICS will pay the above-stated Commission based on true gross revenue associated with all completed accepted phone calls placed from the County's Locations through the Enforcer® inmate phone system. No deductions shall be made for unbillable calls, line cost, transmission cost, bad debt, service expense or for any other expense associated with providing the services described herein.

The Commission payments will be made payable to the Marinette County Sheriff's Department and mailed to:

Marinette County Sheriff's Department  
2161 University Drive  
Marinette, WI 54143

Additionally, ICS shall provide County with monthly management reports detailing the revenue and Commissions for each month.

**INMATE TELEPHONE SERVICES AGREEMENT**  
One Year Renewal

Whereas, the parties agree as follows:

1. The Term of the Inmate Telephone Services Agreement dated August 24, 2006, as amended (the "Agreement") is hereby extended until September 6<sup>th</sup>, 2013 per the renewal provision contained in Section 2 thereof.
2. Except as extended hereby, the Agreement is renewed under the same terms and conditions as currently in effect.

IN WITNESS WHEREOF, the parties hereto have executed this renewal by their duly authorized representatives.

**Inmate Calling Solutions, LLC**

*Brendan Philbin*  
(Signature)

BRENDAN PHILBIN  
(Printed Name)

VICE PRESIDENT  
(Title)

1/7/13  
(Date)

**Marinette County**

*Katherine K. Brandt*  
(Signature)

Katherine K. Brandt  
(Printed Name)

County Clerk  
(Title)

12-26-12  
(Date)

**INMATE TELEPHONE SERVICES AGREEMENT**  
One Year Renewal

Whereas, the parties agree as follows:

1. The Term of the Agreement is hereby extended until September 6<sup>th</sup>, 2012 per the renewal provision contained in the initial Inmate Telephone Services Agreement dated August 24, 2006.
2. Section 15 of the Agreement is hereby deleted in its entirety.
3. The Enforcer<sup>®</sup> call processing system will be upgraded to a centralized configuration located off-premise with respect to County and will include recording and monitoring of visitation phones.
4. The following is added to Exhibit B of the Agreement:  
  
"5) Cabling and installation of 18 visitation phone sets (inmate side with PIN input keypad)"
5. The Agreement is renewed under the same terms and conditions as set forth in the initial Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal by their duly authorized representatives.

**Inmate Calling Solutions, LLC**

*Brendan Philbin*  
(Signature)

BRENDAN PHILBIN  
(Printed Name)

VICE PRESIDENT  
(Title)

11/18/2011  
(Date)

**Marinette County**

*Katherine K Brandt*  
(Signature)

Katherine K Brandt  
(Printed Name)

County Clerk  
(Title)

11/10/11  
(Date)

ORIGINAL

## INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d.b.a. ICSolutions, having its principal place of business at 5883 Rue Ferrari, San Jose, CA 95138 ("ICSolutions"), and Marinette County having its principal place of business at 1926 Hall Ave., Marinette, WI 54143-1254 ("COUNTY").

1. **Overview of Service Agreement.** This agreement sets forth the responsibilities, time and cost of goods and services relating to the Law Enforcement Inmate Telephone Services by Vendor. Vendor will provide these goods and services at the Law Enforcement Center at 2161 University Drive, Marinette, WI 54143.
2. **Term of Contract.** This Agreement shall commence upon the date inmates within the COUNTY begin placing telephone calls from the Equipment (the "Cutover Date"), which has been estimated to be September 7th, 2006 based on this Agreement being fully executed on or before August 21, 2006. This Agreement shall remain in force and effective for five (5) years from the Cutover Date. Unless canceled by written notice delivered to either party at least thirty days prior to the termination of the initial term or any renewal term, this Agreement may be renewed for two (2) additional terms of one (1) year(s) each upon the same terms and conditions as set forth herein upon written consent of the County.
3. **Material.** This Agreement applies to the provision of Material by ICSolutions within space provided by the COUNTY at each of the locations listed on Exhibit A, attached hereto (each a "Location"). The term "Material" is defined herein as ICSolutions' inmate telephone set and enclosures (if any) including, but not limited to, associated wiring, inmate operating equipment/systems, all as more fully described on Exhibit B, attached hereto, and applicable site preparation. All Material shall be installed by properly trained personnel and in a good, workmanlike manner. Where Material of ICSolutions is installed upon the premises owned, leased or otherwise under the supervision of COUNTY, such property shall remain in all respects that of ICSolutions. ICSolutions reserves the right to remove or relocate Material, which is subjected to recurring vandalism or insufficient usage to warrant the continuation of service. ICSolutions shall not exercise such right of removal or relocation unreasonably. A portable phone unit will be provided at no additional cost by ICS in the event a phone is removed due to vandalism. ICSolutions will notify the COUNTY in writing of its intention to remove or relocate at least one hundred and twenty 120 days prior to such action. Upon removal of Material by ICSolutions, ICSolutions shall restore said premise to its original condition, ordinary wear and tear excepted. However, ICSolutions shall not be liable for holes placed in walls, pillars or floors or other conditions on the premises, which resulted from the proper installation of Material described herein.
4. **Alteration and Attachments.** COUNTY may not make alterations or place any attachments to Material provided by ICSolutions under this Agreement unless agreed in writing by ICSolutions. Material shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by COUNTY at the location in which it is installed without the express written permission of ICSolutions.
5. **Service and Maintenance.** ICSolutions shall provide installation and maintenance of the proposed inmate telephone system, related equipment and wiring as described in Exhibit B.

ICSolutions shall provide 24-hour, toll-free service number for reporting service conditions. ICSolutions shall initiate repair on all major service outages within four hours of notification. Service commitments are further detailed in Exhibit G.

6. **Call Rates.** ICSolutions shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto.
7. **Commissions to COUNTY.** ICSolutions will install, operate and maintain Material at no charge to COUNTY except as stated below. ICSolutions will pay COUNTY the amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the COUNTY granting ICSolutions exclusive rights for the installation and operation of Material.

ICSolutions will pay Commissions to COUNTY on a monthly basis paid to the County on or before the 45<sup>th</sup> business day following the end of such month when Commissions are earned or accrue. Such Commissions shall be sent to the address designated by COUNTY or wired to an account designated in writing by COUNTY for such purpose.

COUNTY agrees that all Commissions are subject to change in the event that the Public Service Commission, State Legislature or Federal Communications Commission should pass any regulation or law which substantially impacts ICSolutions ability to provide the services described herein. Otherwise commissions are not subject to renegotiation.

8. **COUNTY shall:**

- a. Not allow any other provider, other than County's own telecommunications department, to install, operate, maintain or co-locate any inmate telephone or calling system during the original term or any renewal term of this Agreement, at any premises covered under this Agreement.
- b. Advise ICSolutions of any premise facility that has been closed.
- c. To the extent permissible by law, use ICSolutions as its exclusive agent in all matters relating to inmate telephone services.
- d. Reasonably protect the Material against willful abuse and report any damage, service failure or hazardous conditions to ICSolutions.
- e. Provide necessary power and power source, at no cost to ICSolutions, and to provide suitable space, accessible to inmates for inmate telephone service.
- f. Permit ICSolutions to display reasonable signs furnished by ICSolutions and not affix or allow to be affixed any other signs, equipment or information to the Material with prior approval by the County of the signage.

- g. Permit reasonable access to its respective facilities without charge or prejudice to ICSolutions employees or representatives, and inmate telephone users.
  - h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICSolutions.
  - i. Provide ICSolutions with County's Federal Tax ID: **39-6005718**
9. **Law and Venue.** The domestic law of the State of Wisconsin shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder.
10. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party as follows:

**To ICSolutions:**  
 Inmate Calling Solutions, LLC  
 5883 Rue Ferrari  
 San Jose, CA 95138  
 Attention: General Counsel

**To COUNTY:**  
 Marinette County  
 2161 University Drive  
 Marinette, WI 54143-1254

Attention: Sheriff  
 Copy To: Jail Administrator

11. **Entire Agreement.** This Agreement, together with the Exhibits referenced herein, constitutes the entire Agreement between the parties. Exhibit F of this Agreement shall include the RFP as issued by COUNTY along with ICSolutions's response thereto. Any matter not specifically addressed by the Agreement shall rely upon the RFP and response for clarification. This Agreement may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by COUNTY hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement.

The COUNTY represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICSolutions at the locations covered by the Agreement and that ICSolutions may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

12. **Risk of Loss.** ICSolutions and its insurers, if any, shall relieve COUNTY of all risk of loss or damage to the Material during the periods of transportation and installation of the Material. However, COUNTY shall be responsible for loss or damage to Material located on the premise caused by fault or negligence of COUNTY or employees.

13. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies of law or equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have a right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
14. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICSolutions to any parent, or subsidiary of ICSolutions. ICSolutions may sub-contract any portion of its duties hereunder subject to paragraphs 18 and 19 of this Agreement and provided it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
15. **Referral Percentage.** County works cooperatively with other Jails/Correctional Facilities within the State of Wisconsin and Upper Peninsula of MI; and may, from time to time, identify entities that are interested in ICSolutions' services. If such referral results in a contract for services between ICSolutions and the Jail or Correctional Facility referred; County shall receive compensation equal to 2% of the commissionable revenue produced by that facility. Notwithstanding the previous sentence, the commission percentage may be amended with respect to any Customer service contract, with mutual consent of both parties, in order to meet market conditions and shall otherwise be agreed to in writing.

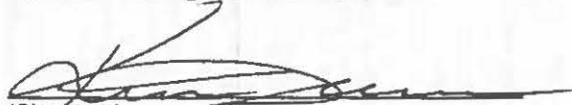
Potential referral candidates shall be limited to the list provided in Exhibit E of this agreement. All Referral Fees earned in a calendar month shall be paid to the County by the 45<sup>th</sup> business day following the end of such month. Referral Fee payments shall be applicable to a referred facility for the term of the written agreement between ICS and the referred facility.

16. **Liability.** Each party acknowledges that it is an independent contractor and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to its employees including contribution from such persons, when required by law. ICSolutions shall not be held liable for interruption of telephone service from any cause unless caused by ICSolutions' gross negligence or willful misconduct. ICSolutions' liability for payment of remuneration in the event of known technical, computer or other difficulties resulting in the loss or unavailability of data necessary for calculation of remuneration's shall be limited to an amount equal to the pro rata average daily remuneration for each day or portion thereof such data was lost or unavailable as calculated based on the most recent three months' remuneration. In no event shall either party make any claim for consequential, special, reliance, punitive or indirect damages.
17. **Insurance.** ICSolutions shall provide Marinette County with Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the County facility with limits of not less than \$100,000 / \$300,000 / \$100,000 with excess umbrella liability of \$1,000,000. Insurance certificates must be provided to the County before any work can be started.

18. **Employee Documentation.** Vendor shall provide and maintain a current list of employees working at County facilities. Photocopy of employees driver's license (or other acceptable identification) as verification for the list shall be provided.
19. **Background Checks.** Vendor is required to provide, at their expense, background checks and clearance on all their employees providing service to County. Background checks shall meet Wis. Stat. 50.065.
20. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICSolutions and COUNTY shall be construed and enforced accordingly.
21. **ADA.** ICSolutions will install Material in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. If, at the written request of COUNTY, ICSolutions makes alterations to the Material, other than as necessary for its correct operation and/or compliance with applicable laws, then all reasonable costs of such alterations shall be reimbursed by COUNTY or, at ICSolutions discretion, may be deducted from remuneration, otherwise payable under this Agreement.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC**

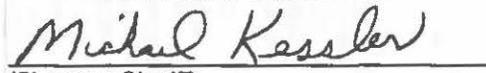
  
(Signature)

Ken Dawson  
(Printed Name)

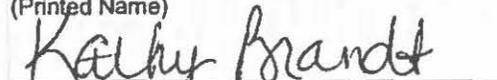
President  
(Title)

8/24/06  
(Date)

**Marinette County  
Marinette, Wisconsin**

  
(Signature Sheriff)

Michael Kessler  
(Printed Name)

  
(Signature County Clerk)

Kathy Brandt  
(Printed Name)

08/21/06  
(Date)

**Exhibit A – Locations**

**Location Name**  
Marinette County Jail

**Address**  
2161 University Drive  
Marinette, WI 54143-1254

**Exhibit B – Material**

- 1) ENFORCER™ call processing systems configured as follows:  
Full Time Recording for length of contract  
Collect, PrePaid Collect & Debit Calling  
30 Inmate Station Ports  
1 Workstation with Keyboard, Mouse, Printer, Monitor & Stereo Speakers
  
- 2) Inmate Telephone Instruments  
30 CT-1000SS Inmate Telephones or equivalent  
(12 of these phones will be configured with the short cord and top-mounting cord attachment; which may require replacement with cordless inmate phones, at no additional charge, upon request by the COUNTY.)
  
- 3) 1 TDD Minicom IV
  
- 4) Portable Unit to be provided upon request, at no additional charge to the COUNTY, in the event of removal of inmate phone due to vandalism

**Exhibit C – Call Rates\***

COUNTY elects to utilize reduced rates specified below:

<b>Call Type:</b>	<b>Per Call Charge</b>	<b>Per Minute Rate</b>
Collect & Prepaid Collect Local	\$4.92	\$0.00
Collect & Prepaid Collect Intra LATA	\$3.95	\$0.69
Collect & Prepaid Collect Inter LATA	\$3.95	\$0.69
Collect & Prepaid Collect Interstate	\$3.95	\$0.89
Debit Local	\$2.95	\$0.00
Debit Long Distance	\$0.50	\$0.50
Debit International	\$4.00	\$1.00

Billing begins when the called party answers and positively accepts call charges. No charges are assessed for refused calls, no answer, busy, answering machines, faxes, or pagers.

Collect calls are gathered throughout the day and submitted for billing through the called party's local telephone company. The billing process is handled by ICSolutions parent company, The Billing Resource (formerly Integretel). Called parties may contact a billing specialist at the following toll free number: 800-736-7500 or on-line at <http://www.integretel.com/contact/4-1.asp>.

\*Rates shown above do not include local, state, and federal taxes, regulated universal service fund fees, or billing fees.

ICSolutions reserves the right to increase the call rates proportional to any increase in dominant, common carrier rates that may become effective, subject to ICSolutions providing 30-days prior written notice thereof.

### **Exhibit D – Commissions**

ICSolutions will pay 53% of Gross Revenue Plus a monthly bonus of \$400 to be included on each monthly commission check over the 5 year contract period.

Bonus: \$15,000 Face Value in Debit Cards provided in \$10 cards, free of charge, upon installation. Plus an additional \$3,000 in Debit Cards in \$10 cards, free of charge, with each contract year extension option.

Commissions will be calculated based on Gross Revenue. Gross revenue includes the following:

Completed, Accepted Collect Call Revenue; and  
Completed, Accepted, Prepaid Collect Call Revenue; and  
Completed, Debit/Debit Card Revenue

These are added together to form Gross Revenue. Unlike some other vendors, we provide you with direct access to the rated call information on-site, so that you can verify commissions with ease and know that we are not manipulating the calculation in any way.

NO DEDUCTIONS are made for any cost associated with providing the proposed service. No deductions are made for bad debt, fraud, unbillable calls, transport cost, billing cost, system cost, maintenance cost or any other cost whatsoever.

ICSolutions will provide the COUNTY with direct access to the rated call information on-site, for verification and audit of commissions. Standard reports will be provided for audit purposes and custom reports will be developed if needed to meet the COUNTY's requirements.

ICSolutions shall control bad debt through high toll thresholds, reasonable rates, prepaid calling options, and validation of each called number. There are no deductions or reductions to commission for any cost related to uncollectible or unbillable revenue.

In the event the COUNTY elects to change rates or propose an alternate rate structure, ICS will implement such rates and adjust commissions accordingly. In all cases, rates must comply with applicable State and Federal rules and regulations.

**Exhibit E – Referral List**

**Upper Peninsula of MI**

**Menominee County Sheriff Department, Menominee, MI 49858**

**Keweenaw County Sheriff**

**Houghton County "**

**Ontonagon County "**

**Gogebic County "**

**Iron County "**

**Barraga County "**

**Marquette County "**

**Dickinson County Sheriff**

**Delta County Sheriff**

**Alger County Sheriff**

**Schoolcraft County Sheriff**

**Luce County Sheriff**

**Mackinac County Sheriff**

**Chippewa County Sheriff**

**Wisconsin County Sheriff Departments:**

**Bayfield County**

**Sawyer**

**Price**

**Iron**

**Vilas**

**Oneida**

**Taylor**

**Lincoln**

**Forest**

**Oconto**

**Shawano**

**Waupaca**

**Portage**

**Wood**

**Winnebago**

**Waushara**

**Exhibit F – RFP**

Copy of original RFP to be included as this Exhibit

**Exhibit G – Service & Maintenance**

ICSolutions will provide full support, repair, maintenance, and component replacement as necessary to maintain continuous operation. Our commitment extends to all systems, telephones, software and peripheral hardware related to inmate call processing. This level of support is part of our turn-key proposal to the County. As such, there will be no cost whatsoever to the County for this service.

The ICSolutions' Monitoring Services Center (MSC) operates 24hours a day, 365 days a year in support of our customer sites. When calling our toll free number (866-228-4031) you will be connected with a live technician. Calls will be handled as follows:

- 1 OPEN TICKET & GATHER INFORMATION - Information is gathered from the reporting party and a Ticket is opened in Bugzilla and the number is provided to the facility
- 2 ASSIGN TECHNICIAN - Ticket is assigned to designated technician
- 3 ANALYSIS & REMOTE TESTING, REPAIR - Technician will access the site equipment remotely and perform a series of tests to determine the root-cause of the problem. If remote resolution is possible, repairs are completed and tested.
- 4 DISPATCH IF NEEDED - If problem requires on-site technical support, the on-call technician is dispatched to the facility and the trouble ticket is upgraded to a Level 3 priority.
- 5 SITE ANALYSIS & REPAIR - Upon arrival at the facility the on-site technician will test and provide to MSC personnel and complete recommended repairs. On-site technician will carry a replacement set of all major components replace the defective component
- 6 TESTING & VERIFICATION - Following replacement of the defective component, a series of on-site and remote diagnostic testing will be conducted to confirm the system has returned to the required operating parameters
- 7 UPDATE FACILITY & CLOSE TICKET - Following a successful test, the on-site technician will close the trouble ticket with MSC and inform the Facility representative of the closed ticket status

Average response time for a non-emergency service request is benchmarked at 4 hours or less. In the event that the problem is more serious and requires escalation, MSC follows a documented internal escalation procedure.

All trouble reports received will be handled in accordance with the following Priority Level Description:

Priority Level <b>1</b>	<ul style="list-style-type: none"><li>• One of multiple phones in a Housing Unit Not Operational</li></ul>	Repair will be completed by the end of the 2 <sup>nd</sup> Business Day
----------------------------	--	---

<p>Priority Level <b>2</b></p>	<ul style="list-style-type: none"> <li>• One entire Housing Unit not Operational</li> <li>• One intake phone not working</li> <li>• Monitoring or Recording Failure</li> <li>• Recording Access Failure</li> <li>• Server Capacity Warning</li> <li>• Commissary Interface Failure</li> </ul>	<p>Repair will be completed within 24 hours</p>
<p>Priority Level <b>3</b></p>	<ul style="list-style-type: none"> <li>• Multiple Housing Units not operational</li> <li>• Multiple intake phones out of service</li> <li>• Entire System Failure</li> </ul>	<p>Remote diagnostics will begin within 1 hour of notification and Repair will begin within 4 hours of notification</p>

## Proposal for Architectural Design Services

July 31, 2020

John Lefebvre  
Marinette County Administrator  
Marinette County  
1926 Hall Ave.  
Marinette, WI 54143

Via email: [JLefebvre@MARINETTECOUNTY.com](mailto:JLefebvre@MARINETTECOUNTY.com)

Re: Proposal for professional services  
Marinette County 4<sup>th</sup> floor courthouse renovation – Architectural design services  
Marinette, WI

Dear John:

I am pleased to present this proposal for Architectural design services related to the Marinette County 4<sup>th</sup> floor courthouse renovations in Marinette, WI. This letter identifies the proposed scope of services, time schedule, fee, and contract terms and conditions.

### Project Description

Marinette County “the Client” has requested Ayres Associates to provide architectural design services for the renovation of the former 4<sup>th</sup> floor jail of the County Administration building, located at 1926 Hall Avenue, Marinette. The project consists of the partial renovation of the 4<sup>th</sup> floor to include removal of the remaining jail cells, and renovation of storage areas, toilet room, print shop and some existing office spaces.

Ayres will provide a set of state plan review documents and coordinate the submittal to the WI Dept. of Safety & Professional Services, (DSPS). It is anticipated that the mechanical, electrical, plumbing and fire protection design will be conducted on a design/build basis with the selected subcontractor for each discipline managed and contracted by the Client. We anticipate only minor structural renovations and therefore are including basic structural engineering services to evaluate some minor wall openings that may be required for mechanical equipment. We also do not anticipate the need for a project technical specification manual, therefore any material or equipment specifications relating to the architectural / structural work will be noted on the plans.

### Scope of Services

We propose the following services for this work:

#### **Architectural Services – Creating As-Built Drawings of Existing Conditions:**

- Establish current floor plan drawing of the existing fourth floor. These drawings will be based upon any available drawings provided by the client and field measuring the existing conditions.
- We anticipate one site visit for measuring and data collection of interior 4<sup>th</sup> floor spaces utilizing digital scanning technology.
- Develop a preliminary building code summary to determine limitations and code issues that may affect the design of the proposed renovation.

#### **Architectural Services – State Review Documents:**

- Meet with County staff to discuss proposed project design requirements. We anticipate this will be a virtual meeting.

- Meet with County staff to discuss preliminary code summary limitations determined during As-Built phase. We anticipate this will be a virtual meeting.
- Finalize the design of the proposed renovation and compose a set of drawings for state review. This set will include a demolition plan, dimensioned floor plan, reflected ceiling plan, interior elevations, and details.
- Provide coordination of architectural design with design/build contractors
- Develop a Wisconsin State building code review for the 4<sup>th</sup> floor that will include the existing building 4<sup>th</sup> floor plan, proposed demolition of existing conditions, and the proposed renovation work.
- Provide documentation for, coordinate the state review submittal and respond to any questions or comments from the state plan reviewer.

**Structural Engineering Services – State Review Documents**

- Minimal structural engineering services are anticipated and only include evaluation and design for up to four wall openings/ penetrations related to mechanical duct/pipe penetrations.

**Architectural Services – Construction Phase**

- Attend up to two virtual construction progress meetings with the Client and contractor.
- Respond to contractor requests for information related to architectural plans during construction
- Conduct a final on-site construction inspection site visit at substantial completion of the project and prepare a ‘punchlist’ documenting items requiring correction or completion before final payment to the Contractor is released and final compliance statement is created.
- Prepare and submit compliance statement to the WI DSPS at project completion

Responsibilities of the Client and Others

The Client shall provide or arrange for the following:

- Access to the existing building for Ayres staff
- Access to existing building drawings/plans relating to the existing 4<sup>th</sup> floor
- Coordination and management of design/build contractors and/or general contractor
- If estimating/bidding is required, it shall be provided by the client and/or selected general contractor

Services Not Included /Additional Services

Services not included in the basic scope of services outlined above, are considered additional services including changes to the construction documents requested by the client, or changes required because of construction work performed prior to state approval. The cost for these additional services is not included as part of our basic fee. If additional services are requested by the Client, our fee will be adjusted by a mutually agreed upon amount based on a standard hourly rate for each class of employee listed below, plus reimbursable expenses and subconsultant charges. Additional services not approved in writing prior to doing the work will not be invoiced to the client.

Principal	\$215/hour	BIM Manager	\$115/hour
Project Manager	\$150/hour	BIM/CAD Technician	\$105/hour
Project Architect	\$125/hour	Reimbursable Expense	1.15 x cost
Structural Engineer	\$125/hour		

Examples of additional services include, but are not limited to the following:

- Mechanical, electrical (including lighting) & plumbing design
- Fire alarm system design
- City/County/State review fees, application fees and building permit fees
- Interior design services or assessments
- FF&E (furniture, furnishings & equipment) design
- Consultants or coordination of consultants for environmental issues



- Cost estimating/Bidding
- Presentation materials for renderings, models, perspective images and color boards
- Voice/data/security system design
- Project technical specifications manual & bidding requirements
- Review of shop drawings, test reports and other contractor submittals
- Review contractor project closeout documents, certifications, and warranties for completeness
- Additional services, meetings, submittals, requests for information and deliverables beyond those described and budgeted in the scope of services above

Time Schedule

Ayres is prepared to begin the design work upon receipt of a fully executed AIA contract. Ayres understands the Client's desire to expedite the proposed work and will therefore endeavor to complete the work and submit to the State as soon as we are able to, but no later than six weeks from the receipt of a completed AIA contract.

Professional Fees

Ayres will perform the services described herein for a lump sum fee of \$29,980.00 plus reimbursable expenses.

Acceptance

If this proposal is acceptable, please sign below and return a copy of this letter to our office and we will prepare an AIA contract. Services shall begin upon receipt of fully executed AIA contract. Fees per this agreement will be payable upon receipt of monthly invoices. This proposal is valid for thirty (30) days unless extended by us in writing. Please contact me if you have any questions or comments. Thank you again for the opportunity to submit this proposal.

Proposed by Consultant:

Accepted by Client:

Ayres Associates Inc.



David Delfosse, AIA, NCARB, LEED AP  
Vice President - Architecture



Steve Hoecherl, AIA  
Project Manager

**Marinette County**

Client's Name

Signature

**Kathy Brandt**

Name

**Marinette County Clerk**

Title

Date



**REQUEST FOR PROPOSAL - BID TABULATION SHEET**  
**RFP#20-014-04 - AUDIT SERVICES**  
**BIDS DUE: 8/3/20 AT 4:30 PM CST**

Accounting Firms	CliftonLarsonAllen LLP 313 Financial Way, Suite 100 Wausau, WI 54401		Kerber Rose S.C. 115 E. Fifth Street Shawano, WI 54166	
Submittal Complete	No		Yes	
<b>Price - Audit Only</b>	<b>Marinette County</b>	<b>MAR-OCO</b>	<b>Marinette County</b>	<b>MAR-OCO</b>
	2020 - \$48,000	2020 - \$4,800	2020 - \$44,200	2020 - \$4,250
	2021 - \$48,900	2021 - \$4,900	2021 - \$45,300	2021 - \$4,350
	2022 - \$49,800	2022 - \$5,000	2022 - \$46,450	2022 - \$4,450
	2023 - \$50,750	2023 - \$5,100	2023 - \$47,600	2023 - \$4,550
<b>Price - Financial Statement Preparation</b>	2024 - \$51,760	2024 - \$5,200	2024 - \$48,800	2024 - \$4,650
	2020 - \$3,000	No Additional Cost	2020 - \$3,000	2020 - \$1,250
	2021 - \$3,200		2021 - \$3,100	2021 - \$1,350
	2022 - \$3,400		2022 - \$3,200	2022 - \$1,450
	2023 - \$3,500		2023 - \$3,300	2023 - \$1,550
2024 - \$3,600	2024 - \$3,400		2024 - \$1,650	



# MARINETTE COUNTY POSITION REQUEST FORM

### Administration Completes and returns to the Department

Applicable dates:  
 Governing Committee HHSB 8/5/2020  
 Administrative Committee 8/13/2020  
 County Board 8/25/2020

Permission to proceed:

(County Administrator initials and dates)

### Department Completes and submits to Human Resources

Department: Health and Human Services  
 Department Head: Robin Elsner  
 Supervisor: Candace Breault  
 Position Title: Mental Health Case Manager  
 Old Position Title: Mental Health Therapist-CSP  
 Hours per Week/Year: 40  
 Effective Date: 08 / 10 / 20  
 Account Number(s): 54311000-50111

New Positions:	<input type="checkbox"/> Permanent
(check all that apply)	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Project
	<input type="checkbox"/> LTE
	<input type="checkbox"/> Addition of Current Position
	<input checked="" type="checkbox"/> Eliminate/Create
Changes to Existing:	<input type="checkbox"/> Hours of Work
	<input type="checkbox"/> Title Change
	<input type="checkbox"/> Location Change

Funding taken from: 54311000-50111 (i.e. salaries with or without fringes)

Justification for request: Please attach

### Human Resources Completes and submits to Finance

Wage Scale: Mental Health Case mgr  
 Pay Rate/Salary: \$ 25.27 to 32.48  
 Pay Level: I master BA=6

Human Resources Initials:

### Finance Completes and returns to Administration

Cost of Request:  
 Wages: \$ \_\_\_\_\_ Workers Comp: \$ \_\_\_\_\_  
 FICA: \$ \_\_\_\_\_ Life Insurance: \$ \_\_\_\_\_  
 Retirement: \$ \_\_\_\_\_ Longevity: \$ \_\_\_\_\_  
 Other (explain): \_\_\_\_\_

Total Cost: \$ See attached

Finance Initials: LM 7-29-20

### Approval\*

Department Head: Robin Elsner  
 County Administrator: John Z...

7/20/20  
7/28/2020

\* Minutes from the applicable Governing Committee, Administrative Committee, and County Board meeting must be attached.

**Justification for Request:** The Health and Human Services Department is requesting to eliminate one (1) Mental Health Therapist position and create one (1) Mental Health Case Manager position. The Mental Health Therapist position was created initially due to not having enough Mental Health Therapists in the Adapt Clinic to meet the Community Support Program need for psychotherapy clients. The individual currently in the position has resigned. The current caseload of for this position is 16. Replacing the open position with a Mental Health Case Manager will meet the needs of this open caseload. If outpatient therapy is required for specific Community Support Program clients, the Adapt Clinic can meet those individual needs. Currently there are only 3 individuals receiving psychotherapy services in the Community Support Program. The creation of a Mental Health Case Manager position will be cost effective for the department and ensure that the Community Support Program caseload is managed appropriately.

**Marinette County Health & Human Services**  
**Fiscal Impact - MH Therapist to MH Case Manager in CSP 40 hour employee**  
**Using 2020 Budget Figures**

Staff	Current Rate	Grade/Step	Rate	111 SALARY	151 S.S.	6.75% RET	154 H&D	155 LIFE	159 W/C	.17% or 2%	Total Benefits	Total S&B
MH Therapist (TF) - 40 Hours		J/10	\$ 34.1120	\$ 70,952.96	\$ 5,206.45	\$ 4,789.32	\$ 25,965.51	\$ 50.40	\$ 1,419.06		\$ 37,430.75	\$ 108,383.71
MH Case manager - MA - 40 Hours		I/1	\$ 25.2663	\$ 52,553.90	\$ 3,798.93	\$ 3,547.39	\$ 25,965.51	\$ 50.40	\$ 1,051.08		\$ 34,413.30	\$ 86,967.21
MH Case manager - BA - 40 Hours		G/1	\$ 21.5353	\$ 44,793.42	\$ 3,205.25	\$ 3,023.56	\$ 25,965.51	\$ 50.40	\$ 895.87		\$ 33,140.58	\$ 77,934.01

MH Therapist position will be replaced by a MH Case Manager with Master's Degree

**Total Fiscal Impact(Levy Decrease) \$ (21,416.50)**

MH Therapist position will be replaced by a MH Case Manager with Bachelor's Degree

**Total Fiscal Impact(Levy Decrease) \$ (30,449.70)**

**Assumptions:**

Eliminate CSP MH Therapist and replace with CSP MH Case Manager both positions are at 40 hours per week.

MH Therapist position will be eliminated currently at Grade J and Step 10

Replaced by MH Case Manager with Master's Degree at Grade I and start at Step 1

Replaced by MH Case Manager with Bachelor's Degree at Grade G and start at Step 1

	Priority+Dental	Preferred+Dental	HRA
Single/Single	\$ 8,465.74	\$ 8,679.69	\$ 300.00
Family/Family	\$ 25,365.51	\$ 26,011.43	\$ 600.00
Emp/Sp	\$ 18,324.23	\$ 18,782.18	\$ 300.00
Emp/Ch	\$ 14,641.32	\$ 15,001.04	\$ 600.00

Employee Portion H&D FICA Exempt

Family Priority/Dental 2894.73

Justification for Request: The Health and Human Services Department is requesting to move the Part-Time Care Worker position into the County's Compensation/Classification Grade Order List Step Plan. Placing the Part-Time Care Worker position into the plan would improve worker retention and recruitment. This is the only full or part-time position in the County that is not included in the Grade Order List Step Plan with the exception of the County Psychiatrist.



July 28, 2020

MARINETTE COUNTY BOARD OF SUPERVISORS

County Administrator – John Lefebvre  
 Corporation Counsel – Gale R. Mattison

- |                       |                        |                     |
|-----------------------|------------------------|---------------------|
| 1. Roger Allen        | 11. Stan Gruszynski    | 21. Karl Jaeger     |
| 2. Al Sauld           | 12. Ginger Deschane    | 22. Don Pazynski    |
| 3. Tricia Grebin      | 13. Robert Holley      | 23. Ken Keller      |
| 4. Cary Whiting       | 14. Tom Buelteman      | 24. Gail Wanek      |
| 5. Bill Stankevich    | 15. Glenn Broderick    | 25. Paul Gustafson  |
| 6. George Kloppenburg | 16. Connie M. Seefeldt | 26. Shirley Kaufman |
| 7. Bonnie Popp        | 17. Tom Mandli         | 27. Ted Sauve       |
| 8. Robert Hoyer       | 18. Chris Gromala      | 28. Tom Mailand     |
| 9. John Guarisco      | 19. Jillian Schutte    | 29. Rick Polzin     |
| 10. Penny Chaikowski  | 20. Mike Behnke        | 30. Al Mans         |

Meeting called to order by Chair John Guarisco at 9:00 a.m. at the Marinette County Courthouse.

Roll call taken by County Clerk Kathy Brandt. Quorum is present.

Supervisor(s) Behnke, Deschane, Kaufman and Popp excused.

Pledge of allegiance with a moment of silence held.

- Motion (Holley/Kloppenburg) to approve the agenda. Motion carried. No negative vote.
- Motion (Polzin/Whiting) to approve the minutes of June 30, 2020. Motion carried. No negative vote.

**PUBLIC COMMENT**

- Dan Bahr and Shaemus O’Connell, WCA – WCA Legislative Award to Assembly Representative District 89 John Nygren
- Richard Spreeman – proposed ATV/UTV ordinance
- Brad Wyss – proposed ATV/UTV ordinance
- John Caffrey, Systems Furniture – award of Resource Center furniture bid

**ANNOUNCEMENTS**

- Introduction of Development/Tourism Director – Jennifer Short, Autumn Rockhill – Development/Tourism Program Assistant and Allyson Bickel – Facilities and Parks Program Assistant

**REPORTS**

- County Administrator reported on current projects and issues of concern
- Human Resources Director – Jennifer Holtger
- Land Information Director – Greg Cleereman

Break 10:20 – 10:40 a.m.

- IS Director – Kevin Solway
- Facilities/Parks – Director Marty Keyport and Assistant Director Bev Ruether

Supervisor Keller excused at 11:15 a.m.

- COVID Funding - Finance Director Laura Mans, HHSD Assistant Director Glenn Sartorelli and Highway Finance Manager Brandon Daul

**ORDINANCE No. 436-20**

**AMENDING THE GENERAL CODE OF ORDINANCES OF MARINETTE COUNTY – COUNTY GOVERNMENT CHAPTER 7 – TRAFFIC CODE – 7.09**

The County Board of Supervisors of the County of Marinette does ordain as follows:

*Section One:* Section 7.09(2)(b) of the Marinette County Code of Ordinance shall be amended to read as follows:

...  
**7.09 ALL TERRAIN VEHICLES UTILITY TERRAIN VEHICLES.**

...  
**(2) Designation of ATV/UTV Highway Routes**

...  
(b) The following roads in the County of Marinette, Wisconsin, are hereby designated as daylight ATV/UTV routes during the period commencing May 1 and ending December 1 unless designated otherwise:

...  
(4) ~~Reserved for future use~~ County Highway D (a) County Highway D beginning at Loucks Road and ending at State Highway 64 all in the Town of Grover

...  
(13) ~~Reserved for future use~~ County Highway M (a) County Highway M beginning at Drees Road and ending at U.S. HWY 41 all in the Town of Grover

...  
(15) County Highway O

...  
(b) County Highway O beginning at Barlow Lake Road and ending ~~approximately 5,673' north of Barlow Lake Road~~ at County Highway N all in the Town of Niagara.

(16) County Highway P  
(a) County Highway P beginning at ~~43<sup>rd</sup> Road~~ 3<sup>rd</sup> Road and ending at U.S. HWY 141 all in the Town of Beaver.

...  
*Section Two:* This ordinance shall be effective immediately upon passage, publication and placement of appropriate signage.  
Approved by a majority of a quorum of the Marinette County Board of Supervisors on July 28, 2020.

Main

- Motion (Mans/Seefeldt) to approve Ordinance No. 436-20. *Amending the General Code of Ordinances of Marinette County – County Government Chapter 7 – Traffic Code – 7.09. Re: ATV/UT routes County Hwy D, M, O, and P in the Towns of Beaver, Grover, and Niagara.*

Amendment

- Motion (Gruszynski/Sauld) to amend Ordinance No. 436-20 to read:  
  
...(13) (a) County Highway M beginning at Drees Road and ending at Vernon Hills Drive U.S. HWY 44 all in the Town of Grover

Amendment carried. Voting No: Supervisor Seefeldt. Main motion carried. Voting No: Supervisor Seefeldt

**INFRASTRUCTURE**

- Motion (Mans/Sauve) to approve transfer of tax deed property Parcel #251-00930.001 to the City of Marinette with the City of Marinette to pay all taxes due, interest, REM fees, and property management fees for a total of \$1,419.92 plus the cost of preparing and recording the deed. Motion carried. No negative vote.
- Motion (Mans/Sauld) to approve entering into an agreement with Henricksen for RFP #20-018-34 Office Furniture Supply, Delivery and Installation for a cost of \$160,678.21, subject to Corporation Counsel's approval. Motion carried 23 Yes and 2 No. Voting No: Supervisors Mandli and Seefeldt

**HEALTH AND HUMAN SERVICES**

- Motion (Gustafson/Hoyer) to approve the Department of Public Health #40730-10 Contract modification to increase funding in the amount of \$27,055 for Overdose Fatality Reviews, subject to Corporation Counsel's approval. Motion carried. No negative vote.

**ADMINISTRATIVE**

- Motion (Polzin/Grebin) to approve the reinstatement of the County Conservationist position, pay grade K, effective immediately, contingent upon maintaining a position vacancy in one of the approved fulltime positions in the Land Information Department. Motion carried. No negative vote.
- Motion (Polzin/Gruszynski) to approve transfer of \$249,250 from Fund Balance account #702-34290, recognize remaining project contribution from UWGB of \$22,215.35 account # 51415000-47321 and increase Outlay account # 51451000-53890 by the amount of \$271,465.35 for fiber optic project. Motion carried. No negative vote.
- Motion (Polzin/Grebin) to approve transfer of \$765 from Forestry and Parks Development Fund to County Forest Land Acquisition to cover budget overage. Motion carried. No negative vote.
- Motion (Polzin/Sauve) to approve transfer of \$391,373.24 from Fund Balance account #201-34290 to account #53305000-52498 to establish a 2020 Budget for road construction. Motion carried. No negative vote.

- Motion (Polzin/Mandli) to approve transfer \$119,781.40 from Fund Balance account #201-34290 to account #53306000-52498 to establish a 2020 Budget for bridge construction. Motion carried. No negative vote.
- Motion (Polzin/Grebin) to approve IT Department Director applying for Election Security Subgrant in the approximate amount of \$45,000, accept if awarded, and administer grant, with no cost to Marinette County, subject to Corporation Counsel's approval. Motion carried. No negative vote.

**COUNTY BOARD**

- Motion (Allen/Whiting) to approve 2021 User Fee Schedule. Motion carried. No negative vote.
- Motion (Sauld/Schutte) to adjourn at 12:25 p.m. Motion carried. No negative vote.

Next meeting scheduled for August 25, 2020.

**Kathy Brandt, County Clerk**

Any exhibits/attachments mentioned above are available for public viewing and per the Marinette County copy policy upon request to the County Clerk.

Date approved/corrected:

9:00 - COUNTY BOARD

9:00 - ADMINISTRATIVE

WCA

2020

9:00 DEVELOPMENT & 1:30 PUBLIC SERVICES

9:00 INFRASTRUCTURE & 1:30 HUMAN SERVICES

### January

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### February

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### March

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### April

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### May

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31						

### June

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### July

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### August

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30	31					

### September

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27	28	29	30			

### October

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### November

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29	30					

### December

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

\*Meetings Subject to change\*

<b>Meeting Dates</b>	<b>Pay Dates</b>
12/17/19	1/3/2020
01/14/20	01/31/20
02/25/20	03/13/20
03/31/20	04/10/20
04/21/20	05/08/20
05/26/20	06/05/20
06/30/20	07/17/20
07/28/20	08/14/20
08/25/20	09/11/20
09/29/20	10/09/20
10/27/20	11/06/20
11/10/20	11/20/20
12/15/20	01/01/21

## **REFRESHMENTS**

January	Ted Sauve
February	Ted Sauve
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	