



## MINUTES

### Administrative

June 18, 2020  
County Board Room  
Third Floor Courthouse  
Marinette, Wisconsin

MEMBERS PRESENT: Supervisors Tricia Grebin, Stan Gruszynski, John Guarisco, Don Pazynski, Rick Polzin, and Connie Seefeldt

MEMBERS EXCUSED:

OTHERS PRESENT:

County Clerk Kathy Brandt, County Administrator John Lefebvre, Corporation Counsel Gale Mattison, Finance Director Laura Mans, Assistant Finance Director Hollie Viestenz, Treasurer Bev Noffke, IT Director Kevin Solway, Court Commissioner Jane Sequin, Bay Cities Radio, Eagle Herald and Peshtigo Times

#### 1. Call to Order

Chair Polzin called the meeting to order at 9:00 am.

#### 2. Agenda

Motion (Pazynski/Grebin) to approve agenda. Motion carried. No negative vote.

#### 3. Minutes

Motion (Guarisco/Pazynski) to approve Administrative minutes of May 14, 2020. Motion carried. No negative vote.

#### 4. Public Comment - None

#### 5. Correspondence – None

#### 6. Reports of Outside Agencies and Others

#### 7. IT Report – Exhibit A

#### 8. Finance Director's Report

May 31, 2020 Investment Report  
Book Value \$40,977,730  
Market Value \$41,654,129.16

06/03/2020 Loan Summary Report  
Group Home/Anthony House - \$160,551.98  
City of Marinette Rec Center - \$6,850,000.00

**9. Fund Balances – 12/31/2019**

Discussion. Exhibit B

**10. Fund Balance Policy**

Motion (Grebin/Pazynski) to approve existing Fund Balance Policy with no revisions. Motion carried. No negative vote.

**11. Unassigned General Fund Contingency – 12/31/2019**

Motion (Gruszynski/Seefeldt) to approve Unassigned General Fund Contingency balance. Motion carried. No negative vote. Exhibit C

**12. Indirect Cost Allocation Plan**

Motion (Guarisco/Grebin) to recommend County Board approve entering into an agreement with MAXIMUM Consulting Services, Inc. for the County's Indirect Cost Allocation Plan for fiscal years 2019 through 2023 and budget years 2021 through 2025, subject to Corporation Counsel's approval. Motion carried. No negative vote. Exhibit D

**13. Personnel Policies and Procedures – Amendment #107**

Motion (Pazynski/Guarisco) to recommend County Board approve Amendment #107 to Personnel Policies and Procedures Manual Section 1.27 Excused Absences (b) Holidays. Motion carried. No negative vote. Exhibit E

**14. Permanent Deputy Register in Probate Position**

Motion (Seefeldt/Gruszynski) to recommend County Board approve the elimination of the Register in Probate LTE position and create a permanent part-time Deputy Register in Probate position effective September 4, 2020. Motion carried. No negative vote. Exhibit F

**15. Budget Transfer - Register in Probate**

Motion (Grebin/Pazynski) to approve the transfer of up to \$5,213 from Contingency Account (51901000) to various salary and fringe accounts in the Register in Probate 2020 Budget to fund the part-time Deputy Register in Probate position for remainder of 2020 subject to the County Board approving the creation of the position. Motion carried. No negative vote.

**16. 2021 Salary Adjustments**

Motion (Seefeldt/Guarisco) to recommend County Board approve effective January 1, 2021 all employees below step 6 (market) in the Carlson Dettmann Compensation and Classification Plan (CDCCP) without a step 2 or higher discipline within the proceeding 2 years advance one step, the County Psychiatrist receive a 2.3 % annual cost of living adjustment in 2021 and that there be no cost of living adjustment to the CDCCP in calendar year 2021. Voting No Grebin, Gruzynski and Pazynski. Motion fails due to tie vote.

*Per Marinette County Ordinances, Chapter 2 Section 2.04 County Board Rules of Procedures 7(d) Any County Board vote resulting in a tie vote fails. Any committee vote resulting in a tie vote, except election of committee chair and vice chair, is referred to the County Board without recommendation.*

**17. 2021 Cell Phone Stipend**

Motion (Grebin/Pazynski) to recommend County Board approve setting 2021 cell phone stipend at current rate of \$20 per month. Motion carried. No negative vote.

**18. Appropriation Entries**

Motion (Grebin/Gruszynski) to approve Schedule of Appropriation Entries and recommend County Board approve \$400 transfer from General Fund Balance to Veteran Flag Fund Operation Expenditures to cover anticipated expenses in 2020 and establish budget for the current year. Motion carried. No negative vote. Exhibit G

**19. Schedule of Paid Invoices**

Committee reviewed Schedule of Paid Invoices dated April 16 through May 15, 2020 totaling \$809,545.44.

**20. Future Agenda Items**

**21. Adjournment**

Motion (Pazynski/Grebin) to adjourn 10:19 a.m. Motion carried. No negative vote.

Next meeting date – Thursday, July 16, 2020 – 9:00 a.m.

Kathy Brandt  
County Clerk

Date approved/corrected:



## MARINETTE COUNTY INFORMATION SERVICES

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### Summary Monthly Report June 2020

In addition to the daily operational and support tasks, the following activities are notable:

**Updated:** eFax inbound configuration being tweaked. SIP migration plan finally moving along. Near testing of a small group of numbers to be ported to SIP. Several discussions with vendors trying to get this completed.

**Updated:** Server upgrades – approximately ~~50~~ 7 servers to upgrade to new operating system. Major data migrations have been completed.

**Updated:** TCM browser-based screens - worked with vendor and installed latest update into test environment – HHSD currently testing and working with portions of the browser-based software.

**Updated and Ongoing:** Identifying few systems left to migrate and migrating as time allows.

**Updated:** Public Safety Software – Remote Rapid Notification interface configuration completed – generating CAD call notifications to outlying agencies as requested. Continuing work on interfaces and also tweaking systems to better align with agency policies and procedures. GIS updates to common names and related addressing items continuing as necessary.

**New:** Reviewed current courtroom video system hardware and software seeking more reliable alternatives while utilizing as much current equipment as possible to control costs. Awaiting vendor proposals.

**New and Completed:** New jail video storage system installed and on-line. Will decommission old system once retention period has passed.

**No Change:** Syslog server build and configuration started, working on as time permits.

**No Change:** Courthouse 4<sup>th</sup> floor MDF implementation and wiring – design completed, wiring installed, hardware on site. Awaiting pre-requisites to be completed before moving forward.

**No Change:** Investigating Microfiche migration to digital images – received one quote, awaiting second quote.

**No Change:** IMS21 (imaging) upgrade -resources to work on upgrade not available at this time - will begin work on SQL migration as time allows.

**No Change:** Tyler-MUNIS Version Upgrade now scheduled to go into TEST environment in July of 2020. LIVE environment installation targeted for October 2020.

**Completed:** Redundant Fiber Circuit

Completed approximately 30 hours of staff training this month.



## MARINETTE COUNTY INFORMATION SERVICES

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### Upcoming Projects of Significance

County Boardroom technology cleanup and refresh – 2020 (During relocation)

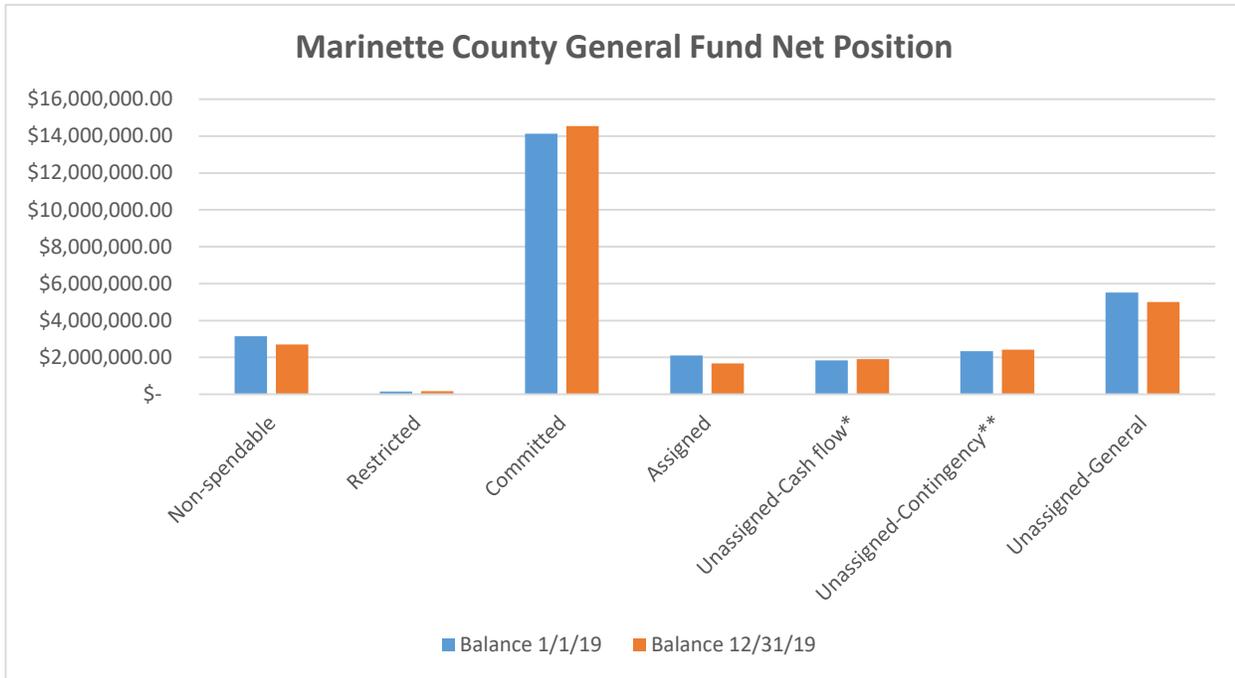
Annex UPS replacement and rewiring to generator

Access point site review and mapping

Wisconsin Courts DAR system upgrades (State of Wisconsin)

Multifunction device RFP

	Up	Down	Maint.
Monthly Server Availability Summary - May	99.498%	0.217%	0.285%



**Marinette County General Fund Net Position - December 31, 2019**

	Classification	Balance 1/1/19	Balance 12/31/19	Change
	Non-spendable	\$ 3,155,493.06	\$ 2,696,935.16	\$ (458,557.90)
	Restricted	150,353.18	164,293.84	13,940.66
Unrestricted	Committed	14,128,812.34	14,538,161.54	409,349.20
	Assigned	2,100,428.84	1,667,497.06	(432,931.78)
	Unassigned-Cash flow*	1,836,462.00	1,898,206.00	61,744.00
	Unassigned-Contingency**	2,339,442.60	2,413,311.20	73,868.60
	Unassigned-General	5,510,406.10	4,999,476.35	(510,929.75)
		<u>\$ 29,221,398.12</u>	<u>\$ 28,377,881.15</u>	<u>\$ (843,516.97)</u>

\*Amount to be determined based on 1/12 of general fund operating budget

\*\*Amount to be determined based on 10% of general fund operating budget

2019 Highlights:

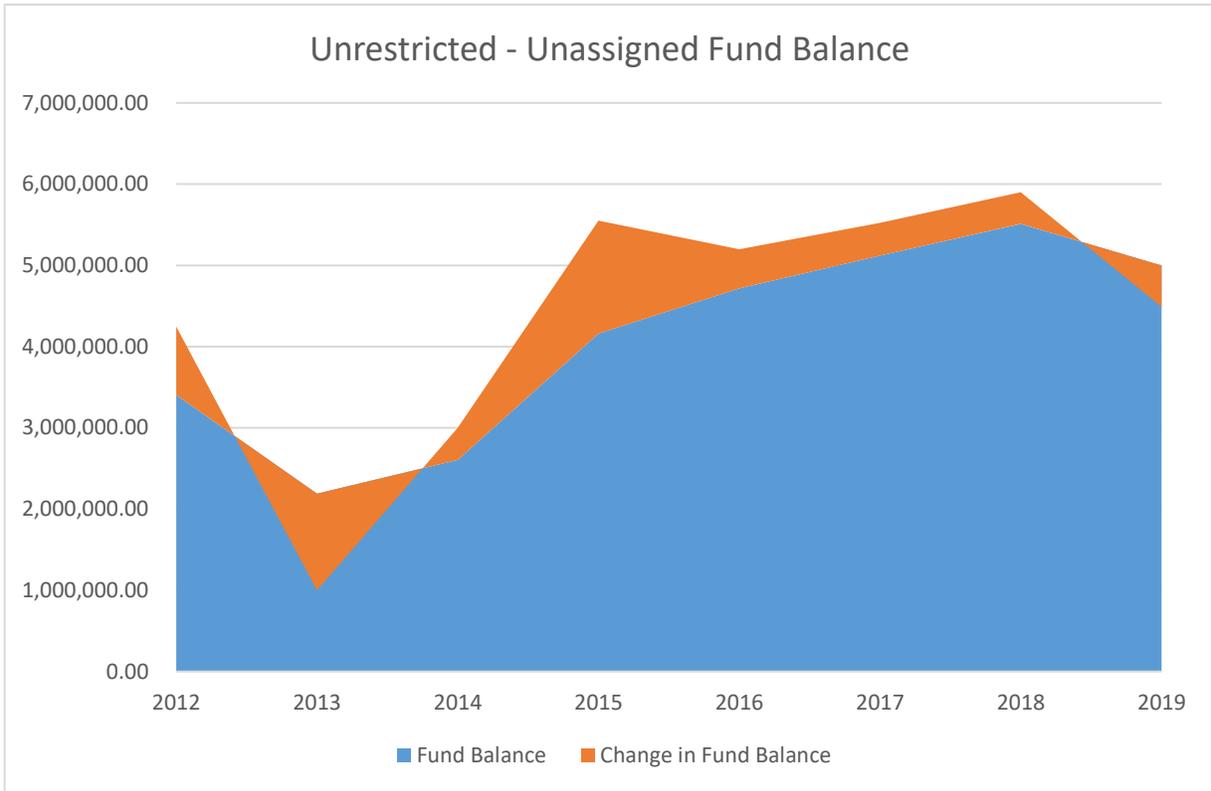
Marinette County's General fund balance decreased by \$843,517 for the year ended December 31, 2019. The decrease in fund balance was mainly due to over budget accounts in the Clerk of Courts, Family Court Commissioner, the Sheriff Department and Jail. Most other County Departments stayed within their original appropriations and returned unspent appropriations to the general fund. Other factors contributing this decrease include the completion of and spend down of the remaining capital improvement borrowing and completion of maintenance capital project funding from previous years.

The general fund had unspent contingency funds of \$4,657. Of the \$840,000 budgeted, \$180,000 was transferred to the Sheriff department for the purchase of an armored rescue vehicle, \$70,000 was transferred to the Parks department for a Program Assistant position, \$135,000 was transferred to the self-insurance fund for start-up expenses, \$15,000 was transferred to Wellness to replace lost grant funding, \$60,000 was left earmarked for the broadband project, \$55,000 was transferred to Maintenance capital expenditures for the purchase of a vacant lot in the City of Marinette for parking, and \$80,000 was transferred to County Land Acquisition for the purchase of approximately 123 acres in the Town of Peshtigo from the Wisconsin Department of Transportation. Smaller transfers include \$9,253 to Corporation Counsel for outside services, and \$8,500 to the District Attorney for LTE prosecutors. The remaining amount of \$222,590 was transferred to cover unexpected 2019 expenses and year-end budget overages.

Timber sales have been slow to recover to since the 2015 high of \$3,685,654. The net change in timber sale revenue increased \$457,409 to \$2,970,358 in 2019 from \$2,512,949 in 2018.

Investment revenues \$1,517,802 in 2019 as compared to \$589,814 in 2018

General fund revenues \$23,578,99; General fund expenses \$24,149,142 (\$570,223 deficiency in 2019)



### General Fund Unrestricted - Unassigned

Year	Fund Balance	Change in Fund Balance
2012	3,404,764.19	840,882.93
2013	2,188,696.86	(1,189,132.00)
2014	2,604,940.39	393,974.00
2015	4,158,489.78	1,390,707.00
2016	4,716,301.56	483,107.00
2017	5,119,933.96	403,632.00
2018	5,510,406.10	390,472.14
2019	4,999,476.35	(510,929.75)

MARINETTE COUNTY FUNDS SCHEDULE - 2019

6/8/2020

File:fundschr

ACCOUNT DESCRIPTION		FUND	ACCT NO.	BALANCE 1/1/2018	APPROP	Long-term Debt Proceeds	OTHER REVENUE	Prior Year Audit Adj	TRANSFERS		TOTAL AVAIL.	EXPEND.	BALANCE 12/31/2019	Change
									IN	OUT				
<b>SPECIAL REVENUE FUNDS</b>														
Human Services	Committed	205	34290	72,286.02	4,277,684.00		9,841,840.37				14,191,810.39	14,471,667.56	(279,857.17)	(352,143.19)
Library - Nicolet County Library	Restricted	204	34290	15,295.92			14,421.61				29,717.53	11,713.87	18,003.66	2,707.74
Solid Waste Long Term Care	Committed	210	34290	267,476.20			2,754.77				270,230.97	10,845.70	259,385.27	(8,090.93)
Dog Licenses	Restricted	202	34290	1,000.00			6,099.90				7,099.90	6,099.90	1,000.00	0.00
Library Donations	Restricted	214	34290	124,981.88			78,364.69				203,346.57	17,993.79	185,352.78	60,370.90
Peshtigo Library - McCauley Trust	Restricted	215	34290	178,451.70			1,337.29				179,788.99	3,248.85	176,540.14	(1,911.56)
Peshtigo Library - Falkenberg Trust	Restricted	216	34290	19,392.83			134.20				19,527.03	0.00	19,527.03	134.20
Forestry & Parks Development	Committed	217	34290	408,267.51			245,139.09			163,093.13	490,313.47	194,140.60	296,172.87	(112,094.64)
Non-Metallic Mining	Committed	220	34290	0.00			2,484.00		63,093.13		65,577.13	0.00	65,577.13	65,577.13
Property Management	Committed	225	34290	0.00					100,000.00		100,000.00	0.00	100,000.00	100,000.00
Jail Assessment	Restricted	218	34290	100,591.79			215,644.96				316,236.75	32,862.08	283,374.67	182,782.88
Land Records Modernization	Restricted	219	34290	287,686.22			154,568.00				442,254.22	118,681.31	323,572.91	35,886.69
Revolving Loan Fund	Committed	208	34290	979,758.79			120,129.26				1,099,888.05	634,487.48	465,400.57	(514,358.22)
Teen Court	Restricted	212	34290	(273.98)			200.00		1,500.00		1,426.02	504.65	921.37	1,195.35
Comm. Development Block Grant	Restricted	209	34290	252,070.01			24,217.46				276,287.47	276,287.47	0.00	(252,070.01)
				<b>2,706,984.89</b>	<b>4,277,684.00</b>	<b>0.00</b>	<b>10,707,335.60</b>	<b>0.00</b>	<b>164,593.13</b>	<b>163,093.13</b>	<b>17,693,504.49</b>	<b>15,778,533.26</b>	<b>1,914,971.23</b>	<b>(792,013.66)</b>
<b>DEBT SERVICE FUNDS</b>														
Sales Tax		300	34400	<b>834,880.70</b>	<b>957,406.00</b>		<b>3,788,650.86</b>		<b>0.00</b>	<b>0.00</b>	<b>5,580,937.56</b>	<b>3,061,975.00</b>	<b>2,518,962.56</b>	<b>1,684,081.86</b>
<b>CAPITAL PROJECTS</b>														
2016		403	34290	<b>572,343.72</b>			<b>9,472.59</b>			<b>381,329.13</b>	<b>200,487.18</b>	<b>200,487.18</b>	<b>0.00</b>	<b>(572,343.72)</b>
<b>ENTERPRISE FUNDS</b>														
MAROCO (Mar. Co. Share - 50%)			33900	<b>1,718,429.19</b>			<b>1,141,958.01</b>				<b>2,860,387.20</b>	<b>1,307,890.55</b>	<b>1,552,496.65</b>	<b>(165,932.54)</b>
<b>INTERNAL SERVICE FUNDS</b>														
Information Services		702	34290	1,703,775.55			1,661,663.47				3,365,439.02	1,393,325.84	1,972,113.18	268,337.63
Central Motor Pool		704	34290	282,739.23			196,312.96				479,052.19	193,759.63	285,292.56	2,553.33
Self Insurance Fund		705	34290	801,790.25	103,820.00		7,678,185.58		135,000.00	0.00	8,718,795.83	7,061,833.63	1,656,962.20	855,171.95
Employee Wellness		810	N/A	17,625.53			4,736.74		15,000.00		37,362.27	12,755.25	24,607.02	7,138.78
				<b>2,805,930.56</b>	<b>103,820.00</b>	<b>0.00</b>	<b>9,540,898.75</b>	<b>0.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>12,600,649.31</b>	<b>8,661,674.35</b>	<b>3,938,974.96</b>	<b>1,133,201.69</b>
<b>HIGHWAY FUNDS</b>														
Special Revenue - County Roads		201	34290	2,072,890.29	2,052,332.00		1,722,398.96		333,803.36	524,272.11	5,657,152.50	4,663,950.10	993,202.40	(1,079,687.89)
Special Revenue - Bridge & Culvert		301	34290	0.00					524,272.11		524,272.11		524,272.11	524,272.11
Internal Service		601	33900	8,541,652.30			7,830,470.29				16,372,122.59	7,781,854.97	8,590,267.62	48,615.32
				<b>10,614,542.59</b>	<b>2,052,332.00</b>	<b>0.00</b>	<b>9,552,869.25</b>	<b>0.00</b>	<b>858,075.47</b>	<b>524,272.11</b>	<b>22,553,547.20</b>	<b>12,445,805.07</b>	<b>10,107,742.13</b>	<b>(506,800.46)</b>

MARINETTE COUNTY FUNDS SCHEDULE - 2019

6/8/2020

File:fundschr

ACCOUNT DESCRIPTION	FUND	ACCT NO.	BALANCE 1/1/2018	APPROP	Long-term Debt Proceeds	OTHER REVENUE	Prior Year Audit Adj	TRANSFERS		TOTAL AVAIL.	EXPEND.	BALANCE 12/31/2019	Change
								IN	OUT				
<b>GENERAL FUND (100)</b>													
<b>NONSPENDABLE</b>													
Tax Deeds		34180	141,517.85					14,941.82		156,459.67		156,459.67	14,941.82
Tax Certificates - less 60 days		34181	2,460,502.03						211,165.67	2,249,336.36		2,249,336.36	(211,165.67)
Loans Receivable		34186	201,925.50						29,070.59	172,854.91		172,854.91	(29,070.59)
Inventories/prepays (Include Postage)		34187	351,547.68						233,263.46	118,284.22		118,284.22	(233,263.46)
			<b>3,155,493.06</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,941.82</b>	<b>473,499.72</b>	<b>2,696,935.16</b>	<b>0.00</b>	<b>2,696,935.16</b>	<b>(458,557.90)</b>
<b>RESTRICTED</b>													
Sheriff Dept Honor Gd Unifms	Gen Gov	34211	3,665.94							3,665.94	308.85	3,357.09	(308.85)
Canine	Gen Gov	34228	8,107.89			1,800.00				9,907.89	(311.41)	10,219.30	2,111.41
Family Counseling	Health	34224	28,025.94			8,515.00				36,540.94	10,000.00	26,540.94	(1,485.00)
Veteran's Transportation	Health	34243	47,961.34			3,214.00				51,175.34		51,175.34	3,214.00
Veterans Emergency Assistance	Health	34244	15,136.64			1,100.00				16,236.64		16,236.64	1,100.00
Veterans Flag Fund	Health	34242	0.00			1,000.00				1,000.00		1,000.00	1,000.00
Wildlife Habitat	Con&Dev	34219	40,662.56			10,770.34				51,432.90	2,905.04	48,527.86	7,865.30
County Forest Ld Acquisition	Con&Dev	34220	6,792.87					83,000.00		89,792.87	82,556.20	7,236.67	443.80
			<b>150,353.18</b>	<b>0.00</b>	<b>0.00</b>	<b>26,399.34</b>	<b>0.00</b>	<b>83,000.00</b>	<b>0.00</b>	<b>259,752.52</b>	<b>95,458.68</b>	<b>164,293.84</b>	<b>13,940.66</b>
<b>COMMITTED</b>													
Property Tax Reduction Fund	Gen Gov	34215	11,708,907.50					359,820.00		12,068,727.50		12,068,727.50	359,820.00
Service level stabilization	Gen Gov	34292	2,000,000.00							2,000,000.00		2,000,000.00	0.00
Forestry :Heavy Equipment	Forestry	34216	215,193.30			145,022.10				360,215.40	122,793.00	237,422.40	22,229.10
Tourism	Con&Dev	34223	44,050.13	125,000.00		0.00				169,050.13	110,699.78	58,350.35	14,300.22
Land Information	Con&Dev	34245	137,000.12					16,992.95	685.27	153,307.80	3,307.80	150,000.00	12,999.88
Environmental site assessment	Con&Dev	34285	23,661.29							23,661.29		23,661.29	0.00
			<b>14,128,812.34</b>	<b>125,000.00</b>	<b>0.00</b>	<b>145,022.10</b>	<b>0.00</b>	<b>376,812.95</b>	<b>685.27</b>	<b>14,774,962.12</b>	<b>236,800.58</b>	<b>14,538,161.54</b>	<b>409,349.20</b>
<b>ASSIGNED</b>													
Capital Maintenance	765,827.91	Gen Gov	34205	868,353.68	375,000.00			102,525.77		1,345,879.45	653,983.39	691,896.06	(176,457.62)
Applied to Subsequent Budget		Gen Gov	34286	250,000.00						250,000.00		250,000.00	0.00
Design for subq year (Carryovers)		Gen Gov	34286	982,075.16				725,601.00	982,075.16	725,601.00		725,601.00	(256,474.16)
			<b>2,100,428.84</b>	<b>375,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>828,126.77</b>	<b>982,075.16</b>	<b>2,321,480.45</b>	<b>653,983.39</b>	<b>1,667,497.06</b>	<b>(432,931.78)</b>
<b>UNASSIGNED</b>													
General government		34290	5,510,406.10	9,457,323.70		13,917,729.65		1,456,260.15	1,542,468.37	28,799,251.23	23,799,774.88	4,999,476.35	(510,929.75)
Contingencies		34291	2,339,442.60					128,868.60	55,000.00	2,413,311.20		2,413,311.20	73,868.60
Cash Flow Requirements		34500	1,836,462.00					61,744.00		1,898,206.00		1,898,206.00	61,744.00
			<b>9,686,310.70</b>	<b>9,457,323.70</b>	<b>0.00</b>	<b>13,917,729.65</b>	<b>0.00</b>	<b>1,646,872.75</b>	<b>1,597,468.37</b>	<b>33,110,768.43</b>	<b>23,799,774.88</b>	<b>9,310,993.55</b>	<b>(375,317.15)</b>
General Fund - Only			<b>29,221,398.12</b>	<b>9,957,323.70</b>	<b>0.00</b>	<b>14,089,151.09</b>	<b>0.00</b>	<b>2,949,754.29</b>	<b>3,053,728.52</b>	<b>53,163,898.68</b>	<b>24,786,017.53</b>	<b>28,377,881.15</b>	<b>(843,516.97)</b>
Total County			<b>48,474,509.77</b>	<b>17,348,565.70</b>	<b>0.00</b>	<b>48,830,336.15</b>	<b>0.00</b>	<b>4,122,422.89</b>	<b>4,122,422.89</b>	<b>114,653,411.62</b>	<b>66,242,382.94</b>	<b>48,411,028.68</b>	<b>(63,323.80)</b>

Unrestricted

### Calculation of Contingency and Cash Flow Funds per Fund Balance Policy

#### Calculation of General Fund Operating Expenditure Budget:

2020 Budget Summary	
General Government	14,470,823.00
Public Protection	9,388,643.00
Health	1,155,433.00
Culture & Recreation	2,249,804.00
Education	248,341.00
Forestry	2,007,630.00
Conservation & Development	2,231,758.00
Special Purpose	135.00
Sub-Total	<u>31,752,567.00</u>
Less adjustment for Wellness	(4,550.00)
Less Capital Outlay Expenditures	<u>(7,710,522.00)</u>
General Fund Operating Budget	<u>\$ 24,037,495.00</u>
Check: Budget Central General Fund	<u>\$ 24,037,495.00</u>

#### Calculation of Cashflow:

General fund operating budget	24,037,495.00
1/12 of general fund operating budget per policy	<u>0.0833</u>
Cashflow requirement	<u>\$ 2,003,124.58</u>
12/31/19 Actuals	1,898,206.00
Increase (Decrease)	<u>104,918.58</u>
	<u>\$ 2,003,124.58</u>

#### Calculation of Contingency:

General fund operating budget	24,037,495.00
5% of general fund operating budget	<u>\$ 1,201,874.75</u>
10% of general fund operating budget	<u>\$ 2,403,749.50</u>
12/31/19 Actuals	2,413,311.20
Increase (Decrease)	<u>(9,561.70)</u>
	<u>\$ 2,403,749.50</u>

#### Minimum Fund Balance Policy Unrestricted-Unassigned

General fund operating budget	24,037,495.00
No less than 17% of general fund operating expenses	<u>17%</u>
	<u>\$ 4,086,374.15</u>
Total unassigned general fund balance 12/31/19	9,310,993.55
	38.74%

**REQUEST FOR PROPOSAL - BID TABULATION SHEET**  
**RFP#20-006-04 - INDIRECT COST ALLOCATION PLAN**  
**BIDS DUE: 3/13/20 AT 2:00 PM CST**

<b>COMPANY:</b>	<b>Diversified Services Network, Inc.</b>	<b>MGT Consulting Group</b>	<b>Matrix Consulting Group</b>	<b>Maximus</b>
<b>STREET ADDRESS:</b>	2760 Forgue Drive, Suite 100	4320 West Kennedy Boulevard	1650 S. Amphlett Blvd, Suite 213	One West Old State Capitol Plaza, Suite 502
<b>CITY/STATE/ZIP:</b>	Naperville, IL 60564	Tampa, FL 33609	San Mateo, CA 94402	Springfield, IL 62701
<b>CONTACT:</b>	<b>Robert A. Lefebber</b>	<b>Bret Schlyer, Vice President</b>	<b>Richard Brady, President</b>	<b>Michael Holmes, Vice President</b>
<b>EMAIL CONTACT:</b>	<a href="mailto:rob.lefeber@dsnworldwide.com">rob.lefeber@dsnworldwide.com</a>	<a href="mailto:bschlyer@mgmtconsulting.com">bschlyer@mgmtconsulting.com</a>	<a href="mailto:rbrady@matrixcg.net">rbrady@matrixcg.net</a>	<a href="mailto:michaelholmes@maximus.com">michaelholmes@maximus.com</a>
<b>PHONE:</b>	608-712-7148	316-214-3163	650-858-0507	217-789-0041
<b>ALTERNATE PHONE:</b>				
<b>FAX:</b>	630-983-3041	850-385-4501	650-397-4050	217-789-6342
<b>Indirect Cost Allocation Plan:</b>	<b>\$5,560/year</b>	<b>\$5,800+\$100/year years 2-5</b>	<b>\$21,000-year 1, \$6,000 years 2 &amp; 3, \$7,000 years 4 &amp; 5</b>	<b>\$4,950 years 1-3, \$5,250 years 4 &amp; 5</b>
<b>Addendum Acknowledged:</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
				<b>*Appendix A exceptions need to be run through Corp Counsel</b>

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between MAXIMUS Consulting Services, Inc. (“Consultant”) and Marinette County, Wisconsin (“Client”), individually a “party” and collectively the “parties.” In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the “Services”), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on June 1, 2020 (“Effective Date”) and shall remain in effect until December 31, 2024, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for an additional one-year period, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days’ prior written notice to the other.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client’s knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner, however Consultant will review data for reasonableness.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days’ prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant’s normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.

Certificates of insurance indicating COUNTY as additional insured on the general and automobile liability policies must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all required policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that the required policies shall not be cancelled or non-renewed except upon thirty days prior written notice to COUNTY per each insurance policy's provisions.

9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$61,200. This limitation shall not include direct damages resulting from: (i) personal injury; (ii) personal property damage; and (iii) U.S. copyright infringement.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

10. Indemnification. Consultant hereby agrees to release, indemnify, defend and hold harmless the County, its officials, officers, employees and agents from and against all third-party judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the direct negligence by Consultant, its officers, officials, employees, agent or assigns. The County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Ms. Laura Mans, Finance Director  
1926 Hall Avenue  
Marinette, WI 54143  
(715) 732-7422  
[lmans@marinettecounty.com](mailto:lmans@marinettecounty.com)

MAXIMUS Consulting Services, Inc.  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804-323-3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.
14. Miscellaneous.
  - a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
  - b. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
  - c. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
  - d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall

not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Consultant rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflicting terms will have no effect.
- g. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.
- j. This agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Marinette County, Wisconsin**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**  
**WI CO Marinette CAP 19-23**

Description of Services:

- Consultant will provide a Central Services Cost Allocation Plan which identifies the various costs incurred by the Client to support and administer Federal and State programs. The plan will contain a determination of the allowable costs of providing each supporting service.
- Negotiation of the completed cost allocation plan with the representatives of the federal cognizant agency or its designee if required. If the cost allocation plan requires negotiation, a negotiation agreement must be issued by the cognizant agency before any compensation is due the Consultant.
- The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement.
- Consultant shall provide draft materials to be reviewed and approved by the Client before cost allocation plan is finalized, including highlight of changes from previous plan year.
- Finalized cost allocation plan must be presented to the Client no later than September 30 of each reporting year.
- Payment will be made by the County to the Consultant upon submission and acceptance of the completed Cost Allocation Plan.
  
- The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.
- The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.
- The County shall not be obligated or liable hereunder to any party other than the Consultant.
- The Consultant represents that they will secure at the Consultant's own expense, all personnel required in performing the services described in this proposal. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant and all personnel engaged in the work shall be fully qualified to perform such services.
- All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

**EXHIBIT B**  
**Compensation**  
**WI CO Marinette CAP 19-23**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Twenty-Five Thousand Three Hundred Fifty Dollars (\$25,350). Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2019	\$4,950
Fiscal Year 2020	\$4,950
Fiscal Year 2021	\$4,950
Fiscal Year 2022	\$5,250
Fiscal Year 2023	\$5,250
Optional Cap	
Fiscal Year 2024	\$5,250

**AMENDMENT 107  
MARINETTE COUNTY  
PERSONNEL POLICIES AND PROCEDURES MANUAL  
SECTION 1.27 EXCUSED ABSENCES (b) GENERAL HOLIDAYS**

The Policies & Procedures Manual section 1.27 (b) ( 9) shall be created to read as follows:

**(b) General Holidays**

...

- (9) Unless specifically addressed elsewhere in these policies and procedures employees shall receive eight (8) hours of holiday pay for all holidays listed in 1.27(b)(2).

**This amendment shall become effective July 6, 2020.**

**Approved by Administrative Committee:**

**Approved by County Board:**



# MARINETTE COUNTY POSITION REQUEST FORM

### Administration Completes and returns to the Department

Applicable dates:  
 Governing Committee Pub. Serv. 6/9/2020  
 Administrative Committee 6/18/2020  
 County Board 6/30/2020

Permission to proceed: J.F.  
 (County Administrator initials and dates)

### Department Completes and submits to Human Resources

Department: Courts/Court Commissioner/Register in Probate  
 Department Head: Court Commissioner/Reg. in Probate  
 Supervisor: Court Commissioner/Reg. in Probate/Circuit Judges  
 Position Title: Deputy Register in Probate  
 Old Position Title: LTE  
 Hours per Week/Year: 29 hours per week  
 Effective Date: ~~08/01/20~~  
09-04-2020  
 Account Number(s): \_\_\_\_\_

New Positions: (check all that apply)	<input checked="" type="checkbox"/> Permanent - <u>Part Time</u>
	<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: \_\_\_\_\_ (i.e. salaries with or without fringes)

Justification for request: Please attach

### Human Resources Completes and submits to Finance

Wage Scale MC  
 Pay Rate/Salary: \$ \_\_\_\_\_  
 Pay Level: E

Human Resources Initials: CR

### 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 6/9/20

### Approval\*

Department Head: [Signature] 4/23/2020  
 County Administrator: [Signature] 6/2/2020

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

**2020 Position Request - Eliminate Dep RIP/Leg Sec LTE / Create Deputy Register in Probate**  
**Eliminate/Create : 9/8/20 - 12/31/20**

	Hours	Per Hour	111 SALARY	Longevity	7.65% 151 *FICA	6.75% 152 WRS	154 **H&D & HRA	155 Life Insurance	0.17% 159 W/C	Total Benefits	Total Salary & Benefits
<b>Current Position:</b>											
Deputy RIP/Leg Sec LTE (not on CD scale)	340	\$ 17.15	\$ 5,831.00	\$ -	\$ 446.07	\$ -	\$ -	\$ -	\$ 9.91	\$ 455.98	\$ 6,286.98
<b>New Position:</b>											
Deputy Register in Probate-Grade E, Step 1	493	\$ 17.81	\$ 8,780.33	\$ -	\$ 671.70	\$ 592.67	\$ -	\$ -	\$ 14.93	\$ 1,279.29	\$ 10,059.62
Deputy Register in Probate-Grade E, Step 6	493	\$ 20.36	\$ 10,037.48	\$ -	\$ 767.87	\$ 677.53	\$ -	\$ -	\$ 17.06	\$ 1,462.46	\$ 11,499.94
Deputy Register in Probate-Grade E, Step 11	493	\$ 22.90	\$ 11,289.70	\$ -	\$ 863.66	\$ 762.05	\$ -	\$ -	\$ 19.19	\$ 1,644.91	\$ 12,934.61

\*FICA percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

Fiscal Impact	Savings (Cost)
<b>Current Positions</b>	\$ 6,286.98
<b>New Positions - Step 1</b>	\$ (10,059.62)
	\$ (3,772.64)
<b>Fiscal Impact</b>	<b>Savings (Cost)</b>
<b>Current Positions</b>	\$ 6,286.98
<b>New Positions - Step 6</b>	\$ (11,499.94)
	\$ (5,212.96)
<b>Fiscal Impact</b>	<b>Savings (Cost)</b>
<b>Current Positions</b>	\$ 6,286.98
<b>New Positions - Step 11</b>	\$ (12,934.61)
	\$ (6,647.63)

**2020 Position Request - Eliminate Dep RIP/Leg Sec LTE / Create Deputy Register in Probate**

	Hours	Per Hour	111 SALARY	Longevity	7.65% 151 *FICA	6.75% 152 WRS	154 **H&D & HRA	155 Life Insurance	0.17% 159 W/C	Total Benefits	Total Salary & Benefits
<b>Current Position Annual Cost 2021:</b>											
Deputy RIP/Leg Sec LTE (not on CD scale)	1040	\$ 17.15	\$ 17,836.00	\$ -	\$ 1,364.45	\$ -	\$ -	\$ -	\$ 30.32	\$ 1,394.78	\$ 19,230.78
<b>New Position Annual Cost 2021:</b>											
Deputy Register in Probate-Grade E, Step 1	1508	\$ 17.81	\$ 26,857.48	\$ -	\$ 2,054.60	\$ 1,812.88	\$ -	\$ -	\$ 45.66	\$ 3,913.13	\$ 30,770.61
Deputy Register in Probate-Grade E, Step 6	1508	\$ 20.36	\$ 30,702.88	\$ -	\$ 2,348.77	\$ 2,072.44	\$ -	\$ -	\$ 52.19	\$ 4,473.41	\$ 35,176.29
Deputy Register in Probate-Grade E, Step 11	1508	\$ 22.90	\$ 34,533.20	\$ -	\$ 2,641.79	\$ 2,330.99	\$ -	\$ -	\$ 58.71	\$ 5,031.49	\$ 39,564.69

\*FICA percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

Fiscal Impact	Savings (Cost)
Current Positions	\$ 19,230.78
New Positions - Step 1	<u>\$ (30,770.61)</u>
	\$ (11,539.84)
Fiscal Impact	Savings (Cost)
Current Positions	\$ 19,230.78
New Positions - Step 6	<u>\$ (35,176.29)</u>
	\$ (15,945.51)
Fiscal Impact	Savings (Cost)
Current Positions	\$ 19,230.78
New Positions - Step 11	<u>\$ (39,564.69)</u>
	\$ (20,333.91)



## **Job Title: Deputy Register in Probate**

**Department:** Courts

**Position Reports to:** Court Commissioner/Register in Probate

**Pay Grade Level:** Carlson-Dettmann E

**FLSA Status:** Non Exempt

**Position Status:** Part Time

### **JOB ANALYSIS**

This position assists the Court Commissioner/Register in Probate's office and the public in handling estates, guardianships, trusts and involuntary commitments. Responsibilities include the creation and maintenance of court records to Wisconsin State Statutes.

### **ESSENTIAL JOB FUNCTIONS**

- A. Perform duties under the direction of the Court Commissioner/Register in Probate and will also receive direction from the Deputy Register in Probate/Legal Secretary.
- B. Maintain court records for actions involving applicable Wisconsin State Statutes and Supreme Court rulings.
- C. File complex legal documents upon meeting statutory requirements; store records and provide an index of records.
- D. Draft and prepare courts orders, correspondence and legal documents, reports, orders and notices.
- E. Schedule court hearings, conferences and legal appointments with attorneys and outside agencies.
- F. Recommend legal action and draft corresponding orders/petitions.
- G. Appoint and coordinate Guardian ad Litem/attorneys for scheduled hearing dates.
- H. Interview, assist and advise the general public regarding estate proceedings.
- I. Research and retrieve information and records regarding family matters, i.e. adoption records requests and determine if Court order is necessary for release.
- J. Decipher and approve/disapprove financial annual and final financial reports of guardians and trustees; make detailed arithmetic calculations for processing of information.
- K. Identify potential fraud and/or abuse and refer if necessary.
- L. Assist with counter and telephone inquiries and complaints.
- M. Review and analyze applicable information to make case management decisions.
- N. Perform varied and increasingly responsible clerical work calling for independent judgement, initiative, and specialized knowledge in carrying out established procedures or applying laws or regulations.
- O. Keep abreast of legislative changes and all other opinions and rules.
- P. Coordinate the storage of exhibits.
- Q. Review administration of estate cases to ensure proceedings are handled according to statutory requirements and approve all filings until proceeding is concluded.
- R. Coordinate annual protective placement reviews.
- S. Respond to general public inquiries.
- T. Update model court forms manual and legal updates for legal books and notify appropriate personnel of changes.
- U. Manage, update and maintain court calendars.
- V. Notify security officer, media and outside judges regarding changes with court proceedings.
- W. Appear on behalf of department and testify at hearings and trials if necessary.
- X. Serve as Clerk of Circuit Court and Court Commissioner when necessary; assist judges in courtroom; determine if/when Court Security should be present; administer oaths to witnesses, bailiffs, juries and interpreters; prepare minutes, including the use of the FTR Digital Court Recording equipment; mark exhibits; receive, identify and maintain custody of court exhibits.
- Y. Notarize documents as court official and certify copies of papers, records and judicial proceedings.
- Z. Perform related functions as assigned.

### **REQUIRED ABILITIES**

- A. Maintain security of confidential matters and materials.
- B. Maintain knowledge of applicable current local, state, and federal laws, rules and regulations.
- C. Operate modern office equipment.

- D. Possess working knowledge of general office procedures, computer hardware/software and office equipment.
- E. Communicate orally and in writing effectively.
- F. Write documents and/or articles using original or innovative techniques or styles.
- G. Present information to management, small groups and individuals.
- H. Respond to inquiries, complaints or questions from a group or individual setting.
- I. Remain calm and levelheaded in difficult, unexpected or emergency situations.
- J. Establish and maintain an effective working relationship with department heads, employees, the general public and other agency staff.
- K. Possess excellent public relation skills.
- L. Apply excellent trouble shooting skills.
- M. Interpret complex documents.
- N. Respond effectively to the most sensitive inquires or complaints.
- O. Define problems, collect data, establish facts and draw valid conclusions.
- P. Add, subtract, divide and multiply.
- Q. Process information derived from numbers.
- R. Memorize and retain information over long and short periods of time.
- S. Apply attention to detail.
- T. Apply procedures and interpret instructions accurately.
- U. Perform effectively under tight time frames and demanding schedules.
- V. Prioritize multiple tasks and meet scheduled deadlines.
- W. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- X. Work as team player in the absence of or with minimal supervision.
- Y. Manage unexpected changes within job duties.
- Z. Work independently and exercise sound professional judgment.

## **QUALIFICATIONS**

- A. Requires a High School Diploma and special course work beyond High School or college credits in the paralegal or related field.
- B. Requires three years experience in the legal secretary, paralegal or related field.
- C. Prefer working knowledge of Probate Law.
- D. Requires no felony convictions.
- E. Must possess an insurance acceptable driver's license.
- F. Requires 50% tested proficiency in Microsoft Word 2010.
- G. Requires 4001 KPH tested proficiency in Data Entry Alphanumeric.
- H. Requires 50 WOM tested proficiency in Typing.
- I. Requires final approval from Circuit Court Judges per Wisconsin State Statute 851.71.

## **ENVIRONMENTAL CONDITIONS OF THE WORKPLACE**

- A. Work indoors in a controlled environment.
- B. Work with long periods of solitary work.
- C. Deal with challenges and criticism on a regular basis.
- D. Interact with abusive and/or difficult individuals occasionally.
- E. Work in fast-paced high-pressure situations.

## **PHYSICAL DEMANDS**

- A. Requires hand-eye coordination.
- B. Sit for long periods of time.
- C. Bend, squat, stretch, and twist frequently.
- D. Lift and/or carry up to ten pounds frequently, occasionally lifting in excess.

## **ADDITIONAL DUTIES**

- A. Work outside of normal hours when necessary.
- B. Perform additional duties as assigned.
- C. Print monthly activity reports.
- D. Assist outside judges and court reporters.

**THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.**

**MARINETTE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MARINETTE COUNTY WHEN NECESSARY.**

Prepared: 04/2020  
Approved: 06/02/2020  
06/09/2020 Updated per Public Services Committee  
06/09/2020 Position pending Committee and County Board approval.

## BASIS FOR POSITION REQUESTS

As you know, the Court Commissioner/Register in Probate Office current staff consists of one full-time Court Commissioner/Register in Probate, one full-time Deputy Register in Probate/Legal Secretary and one LTE employee working between 16-30 hour per week. I have been informed by our LTE that she anticipates terminating her employment with Marinette County in July/August of 2020. Therefore, in order to meet the needs of the department, the staffing in our office needs to be addressed. This is particularly true, given the following: 1.) the increase in our caseload, 2.) the necessity to reconcile Annual Accounts in guardianship files and to provide specialized training and resources to appointed guardians, 3.) the suggestion that our staff take over the in court clerking of Probate and Guardianship court hearings, and 4.) the need for full coverage in our office. The following addresses each of these concerns individually.

1. Increase in Caseload. From 2013 – 2018, the Guardianship caseload saw an 85% increase and Probate cases increased by 12%. The number of open and active Guardianship cases is currently at 383 cases. The total number of Annual Reports required to be filed each year is currently 615 reports. The total number of open and active Probate cases is currently at 147. Only 18 of these probate cases are formal cases overseen by the Circuit Court Judge and supervised by the Probate office. The remaining 129 files are solely managed by the Probate office or more specifically the Deputy Register in Probate. Per Marinette County Local Rule 1801, probate cases must be closed within 12 months. Currently 68 of these cases are over the 12 month mark. In addition, there are 24 cases that must be examined prior to being able to be closed and 32 files with expired inventory due dates.

In support of my request for another full-time employee, I have attached Exhibit A and Exhibit B which compare Marinette County with other counties in District 8. In reviewing this information it is noteworthy that no other counties in District 8 handle the Circuit Court Commissioner duties in addition to the Probate matters except Door County. (Door County – part-time Court Commissioner; Marinette County – full-time Court Commissioner). Even so, every other county has more staff in their offices than Marinette County. It is further worth noting that Marinette County has substantially higher or similar case filings than each of these counties. Despite this, Marinette County has the lowest number of staff to manage one of the heaviest caseloads and highest annual reporting requirements.

As a final note, even with the move to eFiling and to a paperless environment, there is still much physical paper that must be handled by the Deputy Register in Probate and LTE employee. In fact, eFiling has created additional responsibilities and obstacles for the Probate office. For example, currently, our office has over two feet of paper documents that must be examined prior to final disposal. This is not a menial task. Rather, it is an essential duty as it can affect the Circuit Court's ability to function if this is not completed timely and accurately. Our court system relies on electronic files and it is our responsibility to be certain these files are complete and accurate.

2. **Annual Accounts/Guardian Training.** Guardians are under a duty to comply with the requirements set forth in Chapters 54 and 55 of the Wisconsin Statutes. In order for them to successfully fulfill their duties and requirements, guardians require specialized advisement and resources. The Deputy Register in Probate and LTE employee in our office train guardians regarding these responsibilities by regularly meeting with them concerning their duties such as how to properly prepare their reports, accountings, budgets and requests to the Court. This is very involved and usually requires a minimum of one hour of time set aside for each meeting with a guardian. Many guardians have been into our office for more than one meeting. Due to the increased caseload and demand for services, there is a delay in processing these cases. This has become an issue of concern for both the guardians and the wards. The possible negative impact of this challenge is that guardians become overwhelmed and resign, wards may become subject to exploitation and/or a loss of benefits. In general, an annual accounting is required in each guardianship case, each year, to document the income/assets that the ward received each year and the expenses paid from the wards assets. Our office requires supporting information documenting the annual accounting (usually bank statements, proof of investments, funeral trusts, etc). Our office reviews each and every one of the annual accounts to reconcile them and ensure that they balance each and every year. This is very time consuming. Additionally, many of the guardians do not provide sufficient proof to support the annual accounts. This requires our staff to contact the guardians and continually follow up to ensure that they provide the needed documentation. This also is very time consuming. Even with the assistance of the LTE employee, there are still 12-15 Annual Accounts from 2018 that require reconciliation due to their complicated nature or non-compliance and non-cooperation by the guardian. Technically, these should have been completed by the end of 2019. Another full-time employee would greatly assist in reducing any backlog.
3. **In Court Clerking of Guardianship/Probate Hearings.** Currently a clerk from the Clerk of Courts office clerks these hearings. However, it has been suggested that this should be done by our office staff. This does make some sense given the knowledge and involvement that our staff has with these files. However, this could only be accomplished if our office is given another full-time employee position. As a full-time Circuit Court Commissioner and Register in Probate, 80% of my time is spent in Court. In general, my remaining time is spent preparing for Court, reviewing/signing Court Orders and documents, preparing written decisions and assisting with reconciling Annual Accounts. Given that I am generally on the bench, the only remaining full-time probate employee in the department is the Deputy Register in Probate who is also the full-time legal secretary for the Court Commissioner. If she would also be in Court clerking hearings, no one would be left in the office to assist the public and attorneys, answer phone calls, schedule hearings, etc. Additionally, without an additional employee in the office, there is no coverage for vacation or sick time.
4. **Full Coverage in Office.** Although the LTE employee has been a great asset, the main purpose for her hiring was the need for assistance in reconciling the Annual Accounts in the Guardianship files. In reality, a more permanent solution is needed, which is why the request is being made for the 2

full-time positions of Chief Deputy Register in Probate/Court Commissioner Assistant and Deputy Register in Probate/Legal Assistant. In order for our office to run smoothly and provide required services to the public, both employees need to be fully trained in all aspects of the duties of our office, including guardianship and probate procedure, policy, eFiling, clerking in court and scheduling. This would allow for full coverage of our office, even when only one staff member is available.

## PROPOSED POSITIONS

The rationale for the following request is based upon the upcoming loss of our LTE employee, our increased case load, our office's required responsibilities to audit annual accounts of guardians and to provide specialized training to guardians to ensure they fulfill their duties, the anticipated new role of our staff clerking in Court for Guardianship and Probate cases and the need for full staff coverage in our office. As a part of the Register in Probate Office's responsibility to support the general public, attorneys, court system, and other government agencies, the following is proposed:

1. Upgrade the current Deputy Register in Probate/Legal Secretary to Chief Deputy Register in Probate/Circuit Court Commissioner Assistant.

In addition to the Statutory duties and the inclusion of the Deputy Register in Probate/Legal Secretary job description, the position's responsibility will include, but is not limited to the following:

- Acts as department head in all dealings with the County Administrator, Department Heads, County Board and all of the committees in the absence of the Register in Probate/Circuit Court Commissioner.
- Supervises, plans schedules and directs the work of subordinates; instructs and trains employees in proper methods and procedures; inspects work in progress and upon completion; monitors and evaluates performance of staff; develops and is responsible for compliance with policies and procedures; ensures the smooth day-to-day operations of the Register in Probate/Circuit Court Commissioner office.
- Assumes the duties of the Register in Probate in his/her absence (including processing payroll).
- Schedules Deputy Register's assignments to court.
- Oversees and implements the correct filing procedures for complex legal documents according to state statutes.
- Keeps abreast of legislative changes and all other opinions and rules; develops and implements new procedures to keep consistent with these changes and pertinent rule changes and regulations. Informs and directs staff regarding changes in Wisconsin Statutes and rules and regulations.
- Acts as liaison with the District Court Administrator, State Court Administrator, Judges, Attorneys and other related agencies.
- Oversees entire electronic records management system; monitors entire system, instructs employees in proper filing system procedures; determines when records move into storage and when records may be destroyed, in compliance with the appropriate Supreme Court Rules.

- Point of contact to deal with difficult, unusual issues, and non-routine matters.
  - Administers and manages the annual budget.
  - Reviews and ensures statutory requirements of the Register in Probate are being met; creates and modifies policies and procedures as required on a timely basis; and communicates all changes to staff as necessary.
  - Oversees the Munis financial system including, but not limited to, the payment of invoices, monitoring of annual budget, purchasing office supplies/equipment, and applying for tax exemption.
  - Makes binding decisions pertaining to the acceptance of filed legal documents.
  - Manages the Department's webpage for Marinette County's website.
  - Attend all seminars, conferences, and meetings with the Wisconsin Register in Probate Association, District 8: Register in Probate, etc.
2. Create a new position of Deputy Register in Probate/Legal Secretary.

The position's responsibility will include:

- The Deputy Register in Probate/Legal Secretary will perform duties under the direction of the Chief Deputy Register in Probate/Circuit Court Commissioner Assistant including, but not limited to the current Deputy Register in Probate/Legal Secretary job description attached to this proposal.

## BUDGET CONSIDERATIONS

1. Chief Deputy Register in Probate/Circuit Court Commissioner Assistant.

Given the additional duties that this position will entail, along with a supervisory component, I would request that this position be classified in Grade H of the current Carlson Dettmann Compensation and Classification Plan. This is one step above the classification of the current full-time position in our office for Deputy Register in Probate/Legal Secretary. It would be suggested that although the position would be one step higher, the employee would receive a comparable wage to what is currently be earned at an hourly rate. Therefore, this change would not have a significant impact on the current budget.

2. Deputy Register in Probate/Legal Secretary.

This position would continue at the current classification at Grade G. Currently, we are budgeted for \$17,836 per year for wages for the LTE employee. As the LTE position would be terminated, these funds would presumably be available to offset some of the additional expense to the County in adding a full-time position to the Probate office.

ADMINISTRATIVE COMMITTEE  
 SCHEDULE OF APPROPRIATION ENTRIES  
 June 18, 2020

Department	County Board	2020 ENTRIES	JE #	Period	Amount	Increase/ Decrease	Org	Org Description	Object	Object Description
Medical Examiner	N	Transfer from funeral home transport account to outlay account to cover purchase of cooler for the LEC		06	\$ 7,664.00	Increase	51270000	Medical Examiner	53890	Outlay
					\$ 7,664.00	Decrease	51270000	Medical Examiner	52437	Funeral Home Transport
Veterans	Y	Transfer from fund balance to cover anticipated expenses in 2020; budget not established for the current year		06	\$ 400.00	Increase	54740000	Veteran Flag Fund	52498	Operation Expenditures
					\$ 400.00	Decrease	100	General Fund	34242	Fund Balance