

**Contract Between Milwaukee County
and
Board of Regents of the University of Wisconsin System**

This contract is by and between Milwaukee County, State of Wisconsin (**County**), and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Madison, Division of Extension (**Extension**) and is entered into pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes.

Whereas, Extension is organized both around geography, as faculty and staff deliver programs in communities throughout the state, and around academic disciplines including Agriculture, Natural Resources, Community Development, Youth, Human Development & Relationships, and Health;

Whereas, Extension is committed to maintaining an office in every county willing to commit to continued funding and space for Extension staff. Extension recognizes the value in keeping a local presence in every county and keeping the shortest distance possible between the people of Wisconsin and the Extension staff delivering programming to them;

Whereas, Extension provides opportunities to additional resources such as statewide specialists and UW-System campus resources to address specific local issues in core areas of expertise;

Whereas, the County is a critical partner in developing and implementing key educational priorities for county residents. In collaboration with Extension leadership, counties will identify local services of priority to their communities. County will agree to co-fund Extension faculty and staff based upon annually established flat fees for positions as defined below; and

Whereas, the parties need to define their respective rights and responsibilities;

Now therefore, the parties agree as follows:

1. **Term, Amendment & Termination.**
 - a. The term of this contract is one (1) year. The term shall run from January 1, 2023 through December 31, 2023, unless amended or terminated as set forth below.
 - b. Any additions, changes, modifications or renewals of this contract are subject to the mutual agreement and written consent of authorized representatives of both parties.
 - c. Either the County or Extension may cancel this entire Agreement with or without cause upon sixty (60) days' written notice delivered by mail or in person; provided, however, the County shall be responsible for paying a prorated amount of fees under Section 3.1.a. through the notice period. In addition, if the contract is

cancelled before the end of the term, the discount identified in Section 3.1.a. shall be prorated (i.e. the discount amounts to roughly \$834 per month).

2. **Extension Responsibilities.** Extension agrees to:
- a. Hire local Extension staff who will deliver educational services aligned to County priorities. As vacancies occur, and if the County and Extension agree to continue to support the desired program and position, Extension will seek County input when filling vacant positions.
 - b. Invoice the County semi-annually, by March 31st and September 30th for amounts due under this agreement.
 - c. Pay invoices from Milwaukee County to partially offset operational costs per 3.2 below. Also, in honor of a past agreement to defray the cost of hosting UW Extension employees, with two employees identified during 2023 (i.e., Financial Security Program Manager and Justice Involved State Specialist,) make a direct payment of \$5,000 to Milwaukee County during 2023.
3. **County Responsibilities**
- 3.1 In consideration of the programs that Extension provides to County under this contract, the County agrees to:
- a. Pay to Extension the County share of up to \$191,800 for the period of January 1, 2023 through December 31, 2023 as allocated below.

Co-Funded Positions	Fee	FTE	Total
Communities Extension Educator	\$44,900	1	\$44,900
Positive Youth Development Extension Educator	\$44,900	1	\$44,900
4-H Program Educator	\$44,900	1	\$44,900
Human Development & Relationships Extension Educator	\$44,900	1	\$44,900
STEM Associate Extension Educator	\$15,000	1	\$15,000
First Educator Discount			(\$10,000)
Subtotal			\$184,600
Proposed or fully-county funded positions and other county contributions	Fee	FTE	Total
Office Chair Duties	\$4,200	.05	\$4,200
Travel	\$600	5	\$3,000
Final Total			\$191,800

- b. Provide travel and appropriate job expenses to the staff, office facilities and equipment, office supplies and demonstration materials, salary and fringe benefits for the clerical support staff, and other supporting budgetary items through regular County budgetary procedures in which funds are appropriated for such purposes under applicable Wisconsin law.
- 3.2 Consider and assess annually, opportunities to provide office space with desks and chairs; access to IT support and internet connectivity; and basic operational resources in a manner similar to other Extension colleagues in the office, for FoodWise nutrition education programming to County SNAP/FoodShare eligible residents. Technology for FoodWise positions will be coordinated through the County. Generate invoices and coordinate payment by FoodWise to partially offset operational costs on an ongoing quarterly basis. Invoice from Milwaukee County to UW Extension FoodWise will be set at \$11,000/quarter until changed by mutual agreement.
- 3.3 Consider and assess opportunities to provide office space with a desk and chair for fully state funded Extension employees who serve in a regional or statewide capacity. These regional and statewide educators will be provided state-purchased technology and IT support. The opportunity for these positions to access the internet through the county may also be discussed.
4. **General Conditions** This contract is established under the following conditions:
- a. **Notices.** Any notice or demand which must be given or made by a party to this Agreement or any statute or ordinance shall be in writing, and shall be sent via e-mail and certified mail. Notices to the County shall be sent to County Representative(s). Notice to the Extension shall be sent to Area Extension Director.
 - b. **Employer, Personnel Rules, Volunteers and Liability.** Any employees hired by Extension under Section 2.a. of this contract are employees of Extension, and are subject to the personnel rules, policies, and procedures for faculty, academic staff or University staff, as appropriate to the respective appointment in Extension as established by Wisconsin statute, and, or administrative rules; and, or, by policies or procedures adopted by the Board of Regents and the University of Wisconsin - Division of Extension. Any individual who meets Extension's definition of a volunteer and completes all registration requirements will be considered an Extension volunteer. Extension will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, when entering into relationships with third parties, that they are employees or volunteers of Extension. Extension shall be liable for the acts and omissions of its employees while acting within the scope of such employment. To the extent they are acting as agents of Extension, Extension shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.
- Any individuals who are employed by the County in order to satisfy obligations under Section 3.1.a. of this contract are County employees and are subject to applicable County personnel rules, policies and procedures. Any volunteer engaged by County to further the purposes of this contract will be considered a volunteer of

County. County will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, when entering into relationships with third parties, that they are employees or volunteers of County. County shall be liable for the acts and omissions of its employees while acting within the scope of such employment. To the extent they are acting as agents of County, County shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

- c. **Billing.** For the period January 1, 2023 through December 31, 2023, Extension shall bill the County for the total amount under Section 3.1.a. of this contract. The County will be billed for the first half of the total contract by March 31st and the second half of the total contract by September 30th. If services are not rendered or excess services are provided to the County by Extension during the contract period, the parties will use good faith efforts to adjust the total contract amount and update future bills to coincide with the new agreed upon amount. The County shall pay the amount billed within 30 days of the billing.
- d. **Insurance.** The Board of Regents of the University of Wisconsin System as an agency of the State, and consequently, Extension, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection as is afforded under respective Wisconsin Statutes is applicable to officers, employees, and agents while acting within the scope of their employment or agency. Since this is statutory insurance, there is no liability policy as such that can extend protection to any others.

County agrees to maintain appropriate insurance to cover the potential liability of its officers, employees and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program. To the extent that an Extension employee is allowed to use a County vehicle, the responsibility for insuring that vehicle lies with the County.

- e. **Nondiscrimination/Affirmative Action.** The County and Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Extension agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.

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WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR UNIVERSITY OF WISCONSIN SYSTEM:

BY: Nichole Whetter DATE: 11/1/2022
Director of Financial Services
University of Wisconsin System

BY: David Honma DATE: 11/1/2022
Board of Regents
University of Wisconsin System

FOR MILWAUKEE COUNTY:

BY: Jerald Braatz DATE: 10/28/2022
Area Extension Director
University of Wisconsin System

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Adam J. Abelson DATE: 10/28/2022
Risk Manager
Office of Risk Management

BY: Lamont Robinson DATE: 10/28/2022
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 10/28/2022
Office of the Comptroller

BY: [Signature] DATE: 10/31/2022
Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)s, STATS.:

BY: [Signature] DATE: 11/1/2022
David Crowley, County Executive
Office of the County Executive

BY: _____ DATE: _____
Corporation Counsel