

Contract Account # MILW2024A

**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, 2024 through December 31, 2024, 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, in May and November for amounts due under this agreement.

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 \$194,638 for the period of January 1, 2024 through December 31, 2024 as allocated below.

Co-Funded Positions	Fee	FTE	Total
Communities Extension Educator	\$46,247	1	\$46,247
Positive Youth Development Extension Educator	\$46,247	1	\$46,247
4-H Program Educator	\$46,247	1	\$46,247
Human Development & Relationships Educator	\$46,247	1	\$46,247
STEM Associate Extension Educator	\$15,450	1	\$15,450
First Educator Discount			(\$10,000)
Subtotal			\$190,438
Proposed or fully-county funded positions and other county contributions	Fee	FTE	Total
Office Chair Duties	\$4,200	.05	\$4,200
Final Total			\$ 194,638

- 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 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. **Delegation of Financial Budget Authority.** The parties hereby acknowledge that Extension will employ an Area Extension Director (AED), whose responsibilities may include certain budget-related functions as set forth in the Delegation of Financial Budget Authority Form (DFBA Form) attached hereto as **Exhibit A**. County may authorize the AED to carry out such functions on its behalf, but only to the extent specified in in the DFBA Form, which must be signed by an authorized representative of County in order to be effective. The County may rescind such authorization at any time by providing written notice to Extension.
5. **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, 2024 through December 31, 2024, 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 May 31st and the second half of the total contract by November 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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In Process

Exhibit A**Delegation of Financial Budget Authority Form**

Area Extension Directors play an important part in county Extension offices as they manage the faculty and staff within that county, and many times, that includes the county support staff. Area Directors also work with county partners to develop a departmental budget and provide oversight to that budget on an annual basis in cooperation with corresponding county financial departments and county board committees. The Delegation of Financial Budget Authority allows Area Directors, hired, and managed by Extension as state employees, to manage county fiscal resources in service to the people of those counties.

To be completed by the county administrator or county official delegating signature/budget authority.

County hereby delegates to the Area Extension Director for Milwaukee County authority to approve/authorize the following financial budget matters on behalf of County, provided, however, that such delegation is limited to the extent that such matters are directly related to County's authority under section 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes and subject to any conditions/limitations indicated by County below.

Invoices	Travel Reimbursements	Supply & Expense Reimbursements
Time/Leave Approvals	Purchase Requisitions	Internal Budget Transfers
Inter- departmental transfers	County specific space agreements for educational programs	Bank account signatory
Other items:		
Conditions:		


This authorization is effective until either party (UW-Madison Extension or Milwaukee County) requests a change to the document

Budget Authority signature: I am aware this constitutes a delegation of budget authority allowing the Extension Area Director, and any other position mentioned above, to manage county fiscal resources in service to the Extension office and residents of Milwaukee County. I understand that delegating authority does not release Milwaukee County, from full responsibility as Budget Authority.

County Administrator/County Official(s):

Name: County Executive David Crowley

Title: Milwaukee County Executive

Signature: 

Date: 10/30/2023