

Contract Account # MILW2018A

**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 - Extension, Cooperative Extension Division (**Cooperative 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, Cooperative Extension is organized both around geography, as faculty and staff deliver programs in communities throughout the state, and around academic disciplines. The broad disciplines currently include the Department of Agriculture & Natural Resources and the Department of Youth, Family & Community Development that oversee programmatic and academic functions;

Whereas, Cooperative Extension is committed to maintaining an office in every county willing to commit to continued funding and space for Cooperative Extension staff. Cooperative 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 Cooperative Extension staff delivering programming to them;

Whereas, the county is a critical partner in developing and implementing key educational priorities for county residents. In collaboration with Cooperative Extension leadership, counties will identify local services of priority to their communities. Counties will agree to co-fund Cooperative Extension faculty and staff based upon annually established flat fees for positions and 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, 2018 through December 31, 2018, 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 Cooperative Extension may cancel this entire Agreement with or without cause upon ninety (90) 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.a. through the notice period. In addition, if the contract is cancelled before the end of the term, the discount identified in Section 3.a. shall be prorated (i.e. the discount amounts to roughly \$834 per month).

2. Cooperative Extension Responsibilities. Cooperative Extension agrees to:

- a. Hire local Cooperative Extension staff who will deliver educational services to the County. As an integral part of the partnership between Cooperative Extension and the County, the Area Cooperative Extension Director will seek the County's feedback on hiring decisions and performance.
- b. Invoice the County semi-annually, by January 31st and July 31st for amounts due under this agreement.

3. County Responsibilities. In consideration of the programs that Cooperative Extension provides to County under this contract, the County agrees to:

- a. Pay to Cooperative Extension the County share of \$180,772 for the period of January 1, 2018 through December 31, 2018 as allocated below.

Position(s)	Fee	FTE	Total
Agriculture Extension Educator	\$44,256	1.00	\$44,256
Vacancy (Jan – March)	\$44,256	(0.25)	(\$11,064)
Communities Extension Educator	\$44,256	1.00	\$44,256
Youth & Family Extension Educator	\$39,903	2.00	\$79,806
Discount			(\$10,000)
Subtotal:		3.75	\$147,254
Professional Development	\$500	3.75	\$1,875
LTE / Student (Salary & Fringe)	\$22,000	N/A	\$22,000
Travel, Supplies & Expense	\$9,643	N/A	\$9,643
Final Total:			\$180,772

- 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 procedure.

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 Cooperative Extension shall be sent to Area Extension Director.
- b. **Employer & Personnel Rules.** Any employees hired pursuant to this contract are employees of Cooperative Extension, and are subject to the personnel rules, policies, and procedures for faculty or academic staff, as appropriate to the respective appointment in Cooperative Extension as established by Wisconsin statute, and, or administrative rules; and, or, by policies or procedures adopted by the Board of Regents of the University of Wisconsin System, and, or Cooperative Extension.

- c. **Billing.** For the period January 1, 2018 through December 31, 2018, Cooperative Extension shall bill the County at (address): 9501 W. Watertown Plank Rd, WAUWATOSA, WI 53226 attention: Eloisa Gomez, for the contract amount, \$180,772. There will be two billings, \$90,386 at the end of January 2018 and a second billing of \$90,386 at the end of July 2018. The County shall pay the amount billed within 30 days of the billing.
- d. **Insurance.** The State of Wisconsin, and consequently the Board of Regents of the University of Wisconsin System as an agency of the State, 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.
- e. **Nondiscrimination/Affirmative Action.** The County and Cooperative Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Cooperative 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. Cooperative Extension further agrees to take affirmative action to ensure equal employment opportunities.

By: Rick Norris Date: 11/1/2017
DocuSigned by: Rick Norris AD408381E50...
CBDP

By: Paul Schwengel Date: 11/2/2017
DocuSigned by: Paul Schwengel
Risk Management

By: Paul Englitsch Date: 11/1/2017
DocuSigned by: Paul Englitsch
Corporation Counsel #1

By: [Signature] Date: 11/8/2017
DocuSigned by: [Signature]
Comptroller

By: Chris Abele Date: 11/10/2017
DocuSigned by: Chris Abele
County Executive

By: _____ Date: _____
Corporation Counsel #2
 CC, please also initial below:

By: Eloisa Gomez Date: 11-13-17
Area Extension Director
Cooperative Extension

“Approved as to form”: _____ CC
 “Independent contractor status” _____ CC

By: B. Diebling Date: 11-13-17
Karl Martin, Dean/Director
Cooperative Extension

By: Margaret Erickson Date: 11-13-17
Board of Regents of
The University of Wisconsin System
 Margaret Erickson, Controller
 UW-Extension

Brian Diebling, Director of the Office of Financial Services, for Karl Martin