

Contract Account #MILW2019A

**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**, Cooperative 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 Cooperative Extension leadership, counties will identify local services of priority to their communities. County will agree to co-fund Cooperative 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, 2019 through December 31, 2019, 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 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.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 aligned to County priorities. As vacancies occur, and if the County and Cooperative Extension agree to continue to support the desired program and position, Cooperative Extension will seek County input when filling vacant positions.
- b. Invoice the County semi-annually, by March 31<sup>st</sup> and September 30<sup>th</sup> 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 up to \$241,961 for the period of January 1, 2019 through December 31, 2019 as allocated below.

<b>Positions</b>	<b>Fee</b>	<b>FTE</b>	<b>Total</b>
Agriculture Extension Educator - Horticulture	\$44,256	1.0	\$44,256
4-H Program Coordinator - STEM	\$35,550	1.0	\$35,550
Communities Extension Educator	\$44,256	1.0	\$44,256
Health & Well-Being Extension Educator	\$39,903	1.0	\$39,903
Positive Youth Development Extension Educator	\$39,903	1.0	\$39,903
Discount			(\$10,000)
<b>Subtotal</b>			<b>\$193,868</b>
Professional Development	\$500	5.0	\$2,500
Travel, Supplies & Other Expenses	\$9,643	N/A	\$9,643
STEM Other Expenses	\$14,450	N/A	\$14,450
LTE (Salary & Fringe)	\$21,500	N/A	\$21,500
<b>Final Total</b>			<b>\$241,961</b>

- 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.

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, Volunteers and Liability.** Any employees hired by Cooperative Extension under Section 2.a. of 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. Any volunteer engaged by Cooperative Extension to further the purposes of this contract will be considered a volunteer of Cooperative Extension. Cooperative Extension will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, in interactions with third parties, that they are employees or volunteers of Cooperative Extension. Cooperative 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 Cooperative Extension, Cooperative Extension shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

Any individuals that are employed by the County in order to satisfy obligations under Section 3.b. 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, in interactions 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, 2019 through December 31, 2019, Cooperative Extension shall bill the County for the total amount under Section 3.a. of this contract. The County will be billed for the first half of the total contract by March 31<sup>st</sup> and the second half of the total contract by September 30<sup>th</sup>. If services are not rendered or excess services are provided to the County by Cooperative 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, Cooperative 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.

- 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.
  
- f. **County Rights of Access and Audit.** The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

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