



March Board Cycle

Milwaukee County Parks
9480 Watertown Plank Rd.
Wauwatosa, WI 53226
(414) 257-PARK

Date: February 19, 2020
To: Theodore Lipscomb, Sr., Chairman, County Board of Supervisors
From: Guy Smith, Executive Director, Milwaukee County Parks
Subject: **Retroactive Request to Amend and Extend the 2015 Interagency Agreement between the Department of Parks, Recreation and Culture and the Board of Regents of the University of Wisconsin System – Action**

Issue

Milwaukee County Parks is seeking retroactive authorization to execute an amendment and extension to a current interagency agreement with the Board of Regents of the University of Wisconsin System for services provided to support various programs at Wehr Nature Center in Whitnall Park provided by the University of Wisconsin – Extension. (Interagency Agreement Account #133-PRJ89TN)

Background

For more than ten years, Milwaukee County Parks has executed contracts with the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin – Extension, Cooperative Extension Division (UW-Extension), to fund various programs at Wehr Nature Center in Whitnall Park emphasizing youth environmental education. The Term of this Amendment is from January 1, 2020 – December 31, 2020.

Under the terms of the Agreement, UW-Extension agrees to:

- Conduct programs in:
 1. Environmental Education Programs with an emphasis on youth;
 2. Nature in the Parks;
 3. Natural Areas Resources Management Specialist;
 4. Land Manager; and
 5. Volunteer Coordinator for Wehr Nature Center and Nature in the Parks.
- Annually furnish a report of what was billed, what was spent, and the remaining balance.



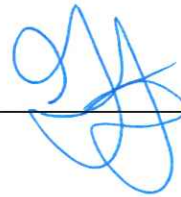
Under the terms of the Agreement, Milwaukee County Parks agrees to fund the County's share of these programs in the amount of \$220,500. These funds have been budgeted for in 2020. Due to the timing of the state budget this contract is typically received by Milwaukee County Parks after the first of the year, hence the need for retroactive approval.

Recommendation

Authorize Milwaukee County Parks to retroactively execute an amendment to the current interagency agreement with the Board of Regents of UW-Extension for services provided to support Wehr Nature Center in Whitnall Park.

Prepared By: Erica Hayden, Contracts Manager, Milwaukee County Parks

Approved By: Guy Smith, Executive Director, Milwaukee County Parks



Attachments

- Resolution
- Fiscal Note
- 2020 Amendment
- 2015 Agreement

Copy

- Chris Abele, County Executive
- Raisa Koltun, Chief of Staff, County Executive's Office
- Jason Haas, Parks, Energy & Environment Chair, Supervisor District 14
- Sheldon Wasserman, Parks, Energy & Environment Vice-Chair, Supervisor District 3
- Marcelia Nicholson, Parks, Energy & Environment Committee Member, Supervisor District 5
- Felesia Martin, Parks, Energy & Environment Committee Member, Supervisor District 7
- Steven Shea, Parks, Energy & Environment Committee Member, Supervisor District 8
- Kelly Bablitch, Chief of Staff, County Board of Supervisors
- Kelsey Evans, Committee Coordinator, Office of the County Clerk
- Emily Peterson, Research & Policy Analyst, Office of the Comptroller
- Pam Mathews, Budget & Management Analyst, DAS-PSB



(ITEM NO.) From the Director of Milwaukee County Parks, requesting retroactive authorization to execute an amendment and extension to a current interagency agreement with the Board of Regents of the University of Wisconsin System for services provided to support various programs at Wehr Nature Center in Whitnall Park provided by the University of Wisconsin – Extension under Interagency Agreement Account #133-PRJ89TN)

A RESOLUTION

WHEREAS, for more than ten years, Milwaukee County Parks (“Parks”) has executed contracts with the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin – Extension, Cooperative Extension Division (“UW-Extension”), to fund various programs at Wehr Nature Center in Whitnall Park provided by UW-Extension; and

WHEREAS, the term of this Amendment is from January 1, 2020 – December 31, 2020; and

WHEREAS, under the terms of the contract, UW-Extension agrees to conduct programs in environmental education with an emphasis on youth and Nature in the Parks programming; and will provide Nature in the Parks and environmental education programming and staffing, including the positions of but not limited to, (1) Nature Center Director, (2) Outreach Coordinator, (3) Volunteer Coordinator, and (4) Environmental Educator, for a term of one (1) year for \$220,500; and

WHEREAS, UW-Extension shall annually furnish a report of what was billed, what was spent, and the remaining balance; and

WHEREAS, under the terms of the Agreement, Parks agrees to fund the County’s share of these programs for \$220,500; and

WHEREAS, these funds have been budgeted for in 2020; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize Milwaukee County Parks to retroactively execute an amendment to the interagency agreement with the Board of Regents of the University of Wisconsin System for services provided to support Wehr Nature Center in Whitnall Park for service dates from January 1, 2020 to December 31, 2020.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 19, 2020

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Milwaukee County parks is seeking retroactive authorization to execute an amendment to a current interagency agreement with the Board of Regents of the University of Wisconsin System for services provided to support various programs at Wehr Nature Center in Whitnall Park provided by the University of Wisconsin – Extension.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0


DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Milwaukee County Parks requests retroactive authorization to execute an amendment to a current interagency agreement with the Board of Regents of the University of Wisconsin System for services provided to support Wehr Nature Center programming.
 - B. Milwaukee County Parks will expend \$220,500 in 2020 to support the environmental education and stewardship programs and positions at Wehr Nature Center.
 - C. No impact – The 2020 budget anticipated a reduction in this expenditure however additional time is required for significant changes, sufficient budgetary authority exists to execute this action.
 - D. None

Department/Prepared By Milwaukee County Parks / Jeremy Lucas, Director of Admin & Planning

Authorized Signature



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?² ☒ Yes ☐ No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.



Office of Extramural Support

University of Wisconsin-Extension
432 North Lake Street, Room 104
Madison, WI 53706
(608) 262-0163 (fax)
711 (Wisconsin Relay)

June 29, 2015

Milwaukee County Parks
Attn: Contracts Manager
9480 Watertown Plank Road
Wauwatosa, WI 53226

RE: Signed Contract PRJ89TN

To Whom It May Concern:

Enclosed is one copy of the above referenced contract signed by all parties. If there are any questions, please contact me at (608) 890-1128.

Sincerely,

A handwritten signature in cursive script that reads "Angie Machovec".

Angie Machovec

OES Accountant

Enclosures(s)

Cc Howard Fenton

Thomas Correthers

**Interagency Agreement between Milwaukee County Parks
and
Board of Regents of the University of Wisconsin System**

By this interagency agreement, Milwaukee County Parks (County), 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, and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Extension, Cooperative Extension Division (Extension), agree as follows:

1. **Term** - The term of this interagency agreement is January 1, 2015 through December 31, 2015 or until amended, renewed or terminated as defined in section 4. E.
2. **Extension** - Extension agrees to:
 - A. Conduct programs in:
 - 1) Environmental Education programs with an emphasis on youth;
 - 2) Nature in the Parks;
 - 3) Natural Areas Resource Management Specialist;
 - 4) Land Manager; and
 - 5) Volunteer Coordinator for Wehr Nature Center and Nature in the Parks.
 - B. Annually, furnish to the County a report of what was billed, what was spent, and the remaining balance.
3. **County** - In consideration of the programs that Extension provides to County under this interagency agreement, the County agrees to:
 - A. Pay to Extension the County share of program costs.

For the fiscal period of January 1, 2015 through December 31, 2015, the County will pay \$265,000. This is allocated as follows (detail attached):

Salaries of professional staff members:	\$186,938
Salaries of LTE and students	34,538
Fringe benefits (detail attached):	91,865
Credit carryforward	(76)
Sales credits	<u>(48,265)</u>
Total amount to be billed:	\$265,000
 - 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. Provide access to county owned vehicles for appropriate job related travel.
 - C. Participate in the direction of the programs in the County.
 - D. Participate and advise in the selection, direction, evaluation, and other personnel management of Extension employees.

4. **Conditions** - This interagency agreement is established under the following conditions:

- A. Any employees hired pursuant to this interagency agreement are employees of the University of Wisconsin Extension, and are subject to the personnel rules, policies, and procedures for faculty or academic 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 of the University of Wisconsin System, and, or Extension.
- B. Upon the receipt of the completed interagency agreement, for the fiscal period January 1, 2015 through December 31, 2015, Extension shall bill the County at (address): Milwaukee County Parks 9480 Watertown Plank Road Wauwatosa WI 53226 attention: Contract Manager, for the interagency agreement amount, \$265,000. There will be one billing for \$265,000 upon full execution of this interagency agreement. The County shall pay the amount billed within 30 days of the billing.
- C. 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 indemnification, there is no liability policy as such that can extend protection to any others.
- D. Nondiscrimination/Affirmative Action - During the performance of work under this interagency agreement, 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.
- E. Any additions, changes, modifications or renewals of this interagency agreement are subject to the consent and approval of both parties. Intent to terminate the interagency agreement requires sixty (60) days notice by either party. If the county terminates the contract, the county is responsible for paying out their share of unused vacation and vacation banked through the Accumulated Leave Reserve Account (ALRA).

By: [Signature]
Milwaukee County Parks Director

Date: 15 May 2015

By: [Signature]
Milwaukee County Corp. Counsel

Date: 4/23/15

By: [Signature]
Milwaukee County Risk Management

Date: 4/20/15

By: [Signature]
Director, County CDBP

Date: 5/29/2015

By: see 2nd signature block
County Representative-
Executive

Date:

By: [Signature]
UW-Cooperative Extension
East Metro Region Director

Date: 6/15/15

By: Richard M Klemme
Richard M. Klemme, Dean/Director
Cooperative Extension

Date:

**Board of Regents of
The University of Wisconsin System**

By: [Signature]
Contract Officer
University of Wisconsin - Extension

Date: 6/26/15

For County: By: see 2nd signature block
Comptroller

**UW-Extension, Cooperative Extension
Milwaukee County Nature in the Parks CY2014 Budget
January 1, 2015 - December 31, 2015**

Expenditures		Jan 1 - June 30		July 1 - Dec 31		Totals
Faculty/Academic	D. McRae	\$16,419		\$16,901		\$33,320
	P. Fojut	16,951		17,727		34,678
	M. Gaub	10,746		11,217		21,963
	B. Russart	18,614		0		18,614
	Academic Staff (1.00 FTE)	6,333		19,000		25,333
	Academic Staff (0.50 FTE)	1,583		9,500		11,083
	M. Verhagen	20,869		21,078		41,947
		<u>\$91,515</u>		<u>\$95,423</u>		<u>\$186,938</u>
	Fringes (see Note 2)	42,554	46.5%	44,849	47.0%	87,403
	Salary & Fringes	<u>\$134,069</u>		<u>\$140,272</u>		<u>\$274,341</u>
Student Interns	Salary					\$8,654
	Fringes (@ 4.0%)					346
						<u>\$9,000</u>
LTE	Salary					\$25,884
	Fringes (@ 15.9%)					4,116
						<u>\$30,000</u>
				Subtotal		313,341
Credit carryforward from CY2014						<u>(76)</u>
				Adjusted Subtotal		\$313,265
REVENUES						
Sales Credits						<u>(\$48,265)</u>
				Grand Total		<u>\$265,000</u>

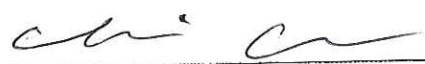
Notes:

1. The budgeted salaries of Faculty/Academic Staff (except those hired after December 31, 2014) reflect a projected 1% pay increase effective July 1, 2015.
2. The budget is based on an actual fringe benefit rate of 46.5% for the period January 1 - June 30 and an assumed rate of 47.0% starting July 1st.
3. The budgeted salaries for D. McRae, P. Fojut and M. Gaub reflect retention adjustments effective July 1, 2015.
4. The budget for B. Russart reflects an end date of April 30, 2015.
5. The budget for the 1.00 FTE Academic Staff assumes a start date of May 1, 2015 and an annual salary of \$38,000.
6. The budget for the 0.50 FTE Academic Staff assumes a start date of June 1, 2015 and an annual salary of \$19,000.

89TN

Amendment No. 2 to the Interagency Agreement (Acct. #133-PRJ54MH)
Between Milwaukee County Parks and the
Board of Regents of the University of Wisconsin System

Signatures, continued

By:  Date: 5/7/15
Chris Abele, Milwaukee County Executive

By:  Date: 5/1/15
Scott Manske, Milwaukee County Comptroller

Milwaukee County Parks CY2014 Reconciliation

January 1, 201 - December 31, 2014

133-PRJ54MJ

SALARIES

Faculty/Academic		Budget	Actual	Change
	D. McRae	32,676	32,676	0
	P. Fojut	33,734	32,369	1,365
	M. Gaub	23,761	19,732	4,029
	B. Russart	52,479	54,029	(1,550)
	M. Verhagen	41,532	41,532	0
		184,182	180,338	3,844
	Fringes	87,858	84,656	3,202
	Salary & Fringes	272,040	264,994	7,046
Student Interns				
	Salary	8,646	3,787	4,859
	Fringes	354	153	201
		9,000	3,940	5,060
LTE				
	Salary	26,270	28,882	(2,612)
	Fringes	3,730	4,368	(638)
		30,000	33,250	(3,250)
S&E		500	141	359
		500	141	359
Subtotal		311,540	302,325	9,215
Credit carried forward from CY2013		(4,132)		
REVENUES				
Sales Credits		(42,408)	(33,269)	(9,139)
		265,000	269,056	76

The Milwaukee County Nature in the Parks Program account had a December 31, 2014 adjusted balance of \$76. This amount has been applied against the CY2015 budget.

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

This contract is by and between **Milwaukee County Parks (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. 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, 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, 2020 through December 31, 2020, 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.a. through the notice period.

2. **Extension Responsibilities.** Extension agrees to:
- 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.
 - Invoice the County semi-annually, by March 31st and September 30th for amounts due under this agreement.
3. **County Responsibilities.** In consideration of the programs that Extension provides to County under this contract, the County agrees to:
- Pay to Extension the County share of up to \$220,500 for the period of January 1, 2020 through December 31, 2020 as allocated below.

Positions	Fee	FTE	Total
Director	N/A	1.0	\$52,070
Volunteer Coordinator	N/A	0.6	\$28,392
Outreach Coordinator	N/A	1.0	\$50,130
Environmental Educators	N/A	2.0	\$104,979
Friends of Wehr Support			(\$15,071)
Final Total			\$ 220,500

- 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:
- 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.
 - 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 or academic 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 of the University of Wisconsin System, and, or

Extension. Any volunteer engaged by Extension to further the purposes of this contract will be considered a volunteer of Extension. 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 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 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, 2020 through December 31, 2020, 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 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.

- 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.

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
Area Extension Director
UW-Madison, Division of Extension

Date:

By: _____
County Representative

Date:

By: _____
Director of Financial Services
UW-Madison, Division of Extension

Date:

By: _____
On Behalf of Board of Regents of
The University of Wisconsin System

Date: