

Contract Account #MILW2021A

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

This contract is by and between Milwaukee County (**County**), State of Wisconsin, 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, 2021 through December 31, 2021, 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. 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. **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.
3. **County Responsibilities.** 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 \$231,850 for the period of January 1, 2021 through December 31, 2021 as allocated below.

Positions	Fee	FTE	Total
Communities Extension Educator	\$42,330	1.0	\$42,330
Positive Youth Development Extension Educator	\$42,330	1.0	\$42,330
4-H Program Educator	\$42,330	1.0	\$42,330
First Educator Discount			(\$10,000)
Subtotal			\$116,990
Professional Development			\$2,700
Travel			\$3,000
Horticulture/MGV Support Staff	\$20,000	0.5	\$10,000
County funds to contribute to vacant Horticulture Educator position (pending hiring)	\$42,330	1.0	\$42,330
County funds to contribute to vacant Human Development & Relationships Extension Educator position (pending hiring)	\$42,330	1.0	\$42,330
County funds to contribute to vacant STEM Coordinator position (pending hiring)	\$29,000	0.5	\$14,500
Final Total			\$ 231,850

- 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 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.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, 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, 2021 through December 31, 2021, 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.

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