

CHIPPEWA COUNTY
AGRICULTURE & EXTENSION COMMITTEE
SPECIAL MEETING
FEBRUARY 24, 2022
CHIPPEWA COUNTY COURTHOUSE, RM 302
7:45 AM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Kari Ives	Chippewa County	District 12 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Charlene Kervina	Chippewa County	District 10	Present	
Annette Hunt	Chippewa County	District 13	Absent	
Glen Sikorski	Chippewa County	District 2	Present	

Others Present: Randy Scholz, Catherine Emmanuelle, and Jeanne Walsh. Recorder: Lisa Merrell.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charlene Kervina, District 10
SECONDER:	Glen Sikorski, District 2
AYES:	Ives, Schmitt, Kervina, Sikorski
ABSENT:	Hunt

1. Approve the agenda

5. BUSINESS ITEMS

1. Resolution to Eliminate Administrative Assistant III Position in UW Extension

Emmanuelle stated this resolution would formally eliminate the County Administrative Assistant III position and move to fill it with the state. It would be a .8 FTE with some of the responsibilities moved from the position that are not necessarily pieces that Extension would supervise. Some of those responsibilities would be taken over by the County. Clerk responsibilities would be taken over by the County Clerk's office, the preparation of the budget and some of the bigger fiscal items would be taken on by the County Finance office, and wildlife abatement would be taken over by the County. Sikorski asked what department would take over wildlife abatement? Scholz stated the Land Conservation and Forest Management accounting person is doing that part of it. Emmanuelle pointed out that no other Extension office has wildlife abatement in the State. Emmanuelle stated a lot of counties are starting to move to a state position for support staff.

Emmanuelle felt the biggest potential limitation is you won't have a County employee in that department anymore. The upsides are if the person is a state employee, it allows them to perform as a team because they would have the same vision and goals they are working towards, and they can use the same

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resources. County employees don't have access to all the software the state employees do. They would have access to all the software from the County and the state, all the same professional development that other Extension employees have, and the same days off schedule. It would be 32 hours a week, but she is not sure what the schedule will be.

They wouldn't have full time office coverage but they feel confident that they can rely on their county neighbors of Housing and Land Conservation if there are packages to be signed for or people need to drop something off for them.

Scholz pointed out that the committee wanted to do a six month review of the position, and that is included in the resolution.

Schmitt stated he won't support this at .8 because they are shuffling work from one department to another. He thinks the County can find \$10-15,000 for the additional .2 of the position. Schmitt pointed out that the agents aren't always here because of the new shared arrangement. Scholz stated Chippewa County doesn't have the ability to have a part time position with benefits, they only have full time with benefits, or part time with no benefits. The state can do it at .8 and still get full benefits. If they are taking responsibilities away from the position and they don't reduce the position, other county departments won't be happy either.

Emmanuelle stated she appreciated Schmitt's feelings, and she would welcome any increase in support staff. They work in partnership with the County and she and Scholz have worked hard to come to a mutual understanding. As a committee, if there is a strong preference for her to make a budget request she would make that request, but she knows every department has different priorities and it may or may not be the vision of the entire Board. They are trying to find the "sweet spot" where they are supporting their educators and the citizens of the County, and acting as a good partner to the County as well.

Sikorski asked if this person would be shared with other counties. Emmanuelle stated no, they will be dedicated here.

Scholz stated if approved, the resolution will go to the County Board in March. Emmanuelle stated pending that approval they will get started on the official process. They will advertise for four weeks, and she would anticipate by the third week in March they will have it online for advertising.

RESULT:	FORWARD TO COUNTY BOARD [3 TO 1]	Next: 3/8/2022 6:00 PM
MOVER:	Glen Sikorski, District 2	
SECONDER:	Charlene Kervina, District 10	
AYES:	Ives, Kervina, Sikorski	
NAYS:	Schmitt	
ABSENT:	Hunt	

6. AGENDA ITEMS FOR FUTURE CONSIDERATION

7. ADJOURN

Meeting adjourned at 8:20 AM.

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Charlene Kervina, District 10
AYES:	Ives, Schmitt, Kervina, Sikorski
ABSENT:	Hunt



STATEMENT OF EXPLANATION

Resolution No.

RESOLUTION TO ELIMINATE THE ADMINISTRATIVE ASSISTANT III POSITION IN THE UNIVERSITY OF WISCONSIN-EXTENSION OFFICE

1 Passage of this resolution will eliminate a full-time County Administrative Assistant III
2 position in the Chippewa County Extension Office. The Administrative Assistant III position is
3 currently vacant and the County Administrator has been in discussions with the Area Extension
4 Director as to how best to address the vacancy going forward. The University of Wisconsin-
5 Extension (Extension) has agreed to hire a State of Wisconsin employee at a .80 position to take
6 on the duties of this eliminated position.

7 The Area Extension Director and County Administrator have agreed that the following
8 responsibilities would no longer be part of this administrative position: committee meeting
9 agendas and minutes, data entry of Extension's budget into the county's financial software
10 program, and the administration of the Wildlife Abatement program. With the reduction in
11 responsibilities, the position will no longer be a full-time position. Therefore, the County's only
12 option would be to move this to a part-time (1500 hours per year) position with no health
13 insurance benefits. Extension has the ability to create a State administrative position as a .80
14 (1,664 hours per year) position with full benefits, which in this market, will be easier to fill and
15 retain, and it will allow for more coverage in the office to assist the citizens.

16 There are several advantages for Chippewa County and the eventual State employee by
17 transferring this position to a State position and they are set out follows:

- 18 • The State will handle the entire recruitment and hiring process;
- 19 • The State will be in charge and can better address any work performance
20 concerns of the position;
- 21 • The employee will have full access to the resources that the State educators
22 have and there will no longer be a piece-meal approach to employee support;
- 23 • The employee will have access to training, updates, and other professional
24 development opportunities like all other Extension employees;
- 25 • There will be no additional cost to the county for the software the State
26 employee would have access to; and
- 27 • The employee will be supervised by the Area Extension Director and be involved

28 in the same annual review process as other Extension employees;

29 The Area Extension Director and the County Administrator agree that transitioning this
30 administrative position from a County position to a State administrative position will work
31 better for the State and the County. The Area Extension Director will work with the County
32 Administrator to report back to the Agriculture & Extension Committee after six months on
33 how the transition is going. In an effort to assist the Extension Office and our citizens, the
34 county will recruit and hire a limited term employee (LTE) to provide administrative support to
35 the Extension Office while the current position is vacant and until the new State administrative
36 position is hired and commences employment.

37

Resolution No.

**RESOLUTION TO ELIMINATE THE ADMINISTRATIVE ASSISTANT III POSITION IN THE
UNIVERSITY OF WISCONSIN-EXTENSION OFFICE**

WHEREAS, the County currently provides a full-time Administrative Assistant III position to the University of Wisconsin-Extension Office (Extension) to provide administrative support for that office; and

WHEREAS, that Administrative Assistant III position is currently vacant and the County Administrator has been in discussions with the Area Extension Director as to how best to address that vacancy going forward; and

WHEREAS, the Area Extension Director and the County Administrator have agreed that the Administrative Assistant III position will no longer be responsible for doing committee meeting agendas and minutes, data entry of the Extension Office's budget into the county financial software program, and for the administration of the Wildlife Abatement program; and

WHEREAS, with the reduction in the above responsibilities, the Administrative Assistant III position would no longer qualify as a full-time position and the County's only option would be to convert it to a part-time (1500 hours per year) position with no benefits; and

WHEREAS, Extension has agreed to create and hire a State of Wisconsin employee at a .80 position (1664 hours per year) with full benefits, to take on the duties of the Administrative Assistant III position, which would allow the County to eliminate the Administrative Assistant III position; and

WHEREAS, the creation of this new State administrative position with full benefits will be easier to recruit, hire and retain in the current job market; and

WHEREAS, the elimination of the Administrative Assistant III position would have the following advantages for the County and the eventual employee:

- The State will handle the entire recruitment and hiring process;
- The State will be in charge and will be better able to address any work performance concerns of the position;
- The employee will have full access to the resources that the State educators have and there will no longer be a piece-meal approach to employee support;
- The employee will have access to training, updates, and other professional development opportunities like all other Extension employees;
- There will be no additional cost to the county for the software the State employee would have access to;

- The employee will be supervised by the Area Extension Director and be involved in the same annual review process as other Extension employees; and

WHEREAS, the Area Extension Director and the County Administrator agree that transitioning this administrative position from a County position to a State position will work better for the State and the County; and

WHEREAS, the current "*Contract Between Chippewa County and Board of Regents of the University of Wisconsin System*" for 2022, a copy of which is attached, sets out the fiscal relationship between Extension and the County and thus will need to be amended to add this .80 State position; and

WHEREAS, at this time the County would continue to fully fund the new .80 State Operational Program Associate position, but since the position is no longer a full-time position, it is anticipated that the fiscal impact to the County will be at least \$12,000 less than what the County budgeted in 2022 for the County Administrative Assistant III position; and

WHEREAS, the County has agreed to hire a limited term employee to provide administrative support to the Extension Office while the current position is vacant and until the new State administrative position is hired and commences employment; and

WHEREAS, the Area Extension Director will work with the County Administrator to report back to the Extension Committee after six months on how the transition is going;

NOW, THEREFORE BE IT RESOLVED, that effective upon passage of this resolution, the Administrative Assistant III position in the Extension Office is eliminated; and

BE IT FURTHER RESOLVED, that the County Administrator shall work with the Area Extension Director to amend the contract with the Board of Regents to reflect the changes necessary to effectuate the goals of this resolution; and

BE IT FURTHER RESOLVED, that the Area Extension Director provide an update to the Agriculture & Extension Committee after six months as to how the transition from the County Administrative Assistant III position to the new State administrative position is progressing.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

2022 Budget for County Administrative Assistant III Position	\$78,700
Proposed .8 State Operations Program Associate Position	\$66,329
Savings to the County	\$12,371

03/1/2022 Executive Committee

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Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

2/8/2022

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

2/9/2022

Randy B. Scholz

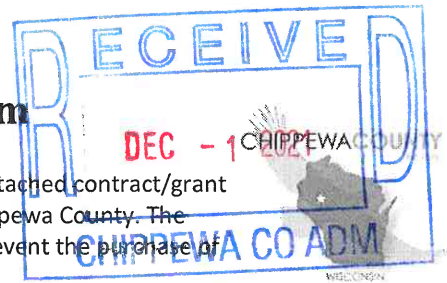
Randy B. Scholz, County Administrator

2/9/2022

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Department of Administration
Contract/Grant Approval Form

This contract/grant approval form is required to be completed and the attached contract/grant approved, prior to entering into any agreement that will legally bind Chippewa County. The purpose of this review is to limit the County's exposure to liability and prevent the purchase of duplicate services.



NOTE: The County Administrator shall be notified in writing to determine if a new request shall be required if at any time either of the following circumstances exist: (1) The purpose of the contract or grant has changed; or (2) The duties of one or both of the parties under the contract have changed.

Originating department/division heads should complete the form, attach a copy of the contract/grant and certificate of liability, and submit it to the County Administrator's Office. The form will be logged and initiated through the review process. Please allow two weeks for the review process.

Department/Division: Extension Chippewa County Submitted by: Catherine Emmanuelle

Date Submitted: 12-1-2021 Deadline for Staff Action: 12-15-2021 ☒ Time Sensitive

☒ New Contract ☐ Contract Renewal ☐ Contract Amendment
☐ New Grant ☐ Grant Renewal ☐ Grant Amendment ☐ RFP

Is an e-signature required for final submittal of this contract/grant? ☐ Yes ☒ No

If yes, who needs to submit the electronic approval? ☐ County Administrator ☐ Department Head

For renewal or amendment, indicate date the original contract was approved: _____

Contract/Grant Name: Contract between Chippewa County and Board of Regents of the University of Wisconsin System

Contract/Grant Period: January 2022 - December 2022 Amount of Contract/Grant: \$146,088

Funding Source: ☒ County ☐ Grant ☐ Other: _____

Budgeted: ☒ Yes ☐ No Springbrook Account Number: _____

Contract Type: ☐ MOU ☐ Grant ☒ Service Provided ☐ Service Received ☐ Maintenance
☐ Product ☐ Building ☐ Professional

Is a copy of the certificate of liability attached? ☐ Yes ☒ No

Purpose of Contract/Grant: Here is a copy of the Extension Chippewa County contract.

The dollar amount listed in the contract is what was requested and approved in the 2022 budget.

Note for fiscal year 2023: the \$10,000 discount is slated to be offered again. Please do let me know if I can answer any questions about the contract. We appreciate the partnership we have between the county and the university.

Potential Liability/Concerns: _____

Is this a federal contract or subcontract that contains the Federal Acquisition Regulation (FAR) E-Verify clause?

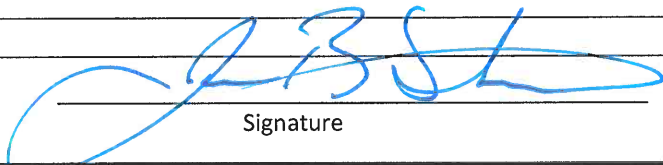
☐ Yes ☒ No

> (If you answered yes, a copy of this contract, if approved, must be immediately forwarded to Human Resources.)

Policy Committee Actions/Comments (if any)

Corporation Counsel DivisionCertificate of liability is attached: ☐ Yes ☒ NoCertificate of liability is current: ☐ Yes ☒ NoComments: 12/2/2021 dcb☒ Approved ☐ Not Approved ☐ Template Contract Previously Approved

Comments: _____



Signature

12/13/21

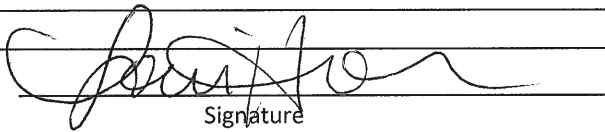
Date

Finance Division☐ Approved ☐ Not Approved ☐ Review Not Needed

Comments: _____

Signature_____
Date**Human Resources Division**☒ Approved ☐ Not Approved ☐ Review Not Needed

Comments: _____



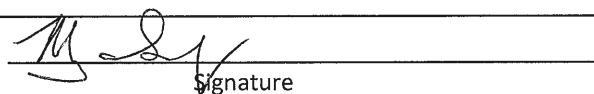
Signature

12/2/21

Date

County Administrator☒ Approved ☐ Not Approved

Comments: _____



Signature

12-16-21

Date

Date Scanned for G:\Contracts 12/17/21

Contract Account # CHIP2022A

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

This contract is by and between **Chippewa 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. 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, 2022 through December 31, 2022, 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:
- 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 \$146,088.00 for the period of January 1, 2022 through December 31, 2022 as allocated below.

Positions	Fee	FTE	Total
Agriculture Extension Educator	\$43,600	1.0	\$43,600
Human Development & Relationships Extension Educator	\$43,600	1.0	\$43,600
4-H Program Educator	\$43,600	1.0	\$43,600
Community Development Extension Educator	\$43,600	0.33	\$14,388
Horticulture Outreach Specialist	\$43,600	0.25	\$10,900
First Educator Discount			(\$10,000)
Final Total			\$146,088

- 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, 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, 2022 through December 31, 2022, 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: Randy Scholz
County Representative

Date: 12/16/2021

By: _____
County Representative

Date:

By: Catherine Emmanuelle
Area Extension Director
UW-Madison, Division of Extension

Date: 12-1-2021

By: _____
County Representative

Date:

By: [Signature]
Director of Financial Services
UW-Madison, Division of Extension

Date: 01/03/2022

DocuSigned by:
Dan Langer
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On Behalf of Board of Regents of
The University of Wisconsin System

Date: 1/4/2022