



## Extension

UNIVERSITY OF WISCONSIN-MADISON

**Extension Education Committee Agenda  
Jefferson County  
864 Collins Road, Room 12  
Jefferson WI 53549**

**DATE:** Monday, June 10, 2019

**TIME:** 8:30 a.m.

**Committee Members:** Dan Herbst, Mike Kelly, John Kannard, Mary Roberts, Lloyd Zastrow

1. Call to Order
2. Roll Call ( to establish a quorum)
3. Certification of Compliance with Open Meetings Law
4. Public Comment (Members of the Public who wish to address the Committee on specific agenda items must register their request at this time.)
5. Approval of Agenda (for possible rearrangement)
6. Approval of University Extension Education Committee Minutes from May 13, 2019
7. Communications
8. Review of 2019 Departmental Budget
9. Dissolution of WACEC and the Creation of a New Entity – WEXA
10. Approval of June Dairy Month Resolution
11. Update on Jefferson County Farm Technology Days (July 2019)
12. Discussion of Monthly Educator Reports – LaVern Georgson (Ag), Kara Loyd (4-H), Steve Chmielewski (Community Educator), Lisa Krolow (FoodWise)
13. Discussion and possible action on future meeting schedule and agenda items
  - a. Possible cancellation of July 8, 2019 Extension Committee meeting due to Fair week and Farm Technology Days
14. Adjourn

### Next Scheduled Meetings:

Regularly scheduled meetings are held at the Extension, Jefferson County Office in Room 12 on the 2<sup>nd</sup> Monday of the month at 8:30 a.m. Next scheduled meetings are: July 8 and August 12, 2019.

A quorum of any Jefferson County Committee, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting. Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator 24 hours prior to the meeting at 920-674-7101 so appropriate arrangements can be made.

*"Enriching people with knowledge, perspective, skills and aspirations. "University of Wisconsin, U.S. Department of Agriculture & Wisconsin counties cooperating. UW-Extension provides equal opportunities in employment and programming including Title IX & ADA.*

## UNIVERSITY EXTENSION EDUCATION COMMITTEE MINUTES

# 6

**Date of Meeting:** May 13, 2019

**Meeting called to order by:** Zastrow called the meeting to order at 8:30 a.m.

**Members Present:** Herbst, Kannard, Roberts and Zastrow were present.

**Members Absent:** Kelly

**County/Extension Staff Present:** Chrissy Wen, Area Director; LaVern Georgson, Agriculture Educator; Kara Loyd, 4-H Program Coordinator; Lisa Krolow, FoodWise; and Kim Buchholz, Administrative Specialist.

**Others Present:** None

**Certification of Open Meetings Law:** The agenda has been duly posted and the door is open.

**Public Comment:** None

**Roll Call (establish a quorum):** Quorum present

**Approval of Agenda for Possible Rearrangement:** Agenda approved as printed.

**Approval of April 8, 2019 Meeting Minutes:**

Motion by Roberts, seconded by Herbst, to approve the April 8, 2019 meeting minutes. Unanimously approved.

**Communications:** None

**Review of 2019 Departmental Budget:**

Wen reported the 2019 budget is on track. She noted the first invoice for Extension Staff has been processed for payment.

**Update on Jefferson County Farm Technology Days (July 2019):**

Georgson provided an update to the committee on Farm Technology Days. Volunteer applications are starting to come in as was expected. All volunteers for the food tents are secured which is 600+ volunteers. Now we will be focusing on volunteers for parking and field demonstrations. Media day is June 25 at 10 a.m. Tent City will be laid out on June 22. Utilities will move in on the June 24 where we will be unloading the electrical trailers and laying out the grid work. Overall, Georgson feels that people are enjoying the process. The next all committee and Executive Board meetings are on Monday, May 20. The morning of July 23 will be the Opening Ceremony for the event. You are all welcome to attend.

**Discussion on Monthly Educator Reports:**

Georgson gave an oral report from his written report that was distributed to committee members. For crops, planting corn after May 10 they say yield drops a bushel per day; soybeans drop a half bushel a day. Locally as well as the US is way behind in planting due to weather – rain, flooding, etc. Exports do not look like they will be doing anything well in the near future. Discussion occurred regarding tariffs. Georgson explained that animal numbers are also down in China due to African swine fever – some estimate animals are down 50%. Hay: There

is currently a shortage of hay. Horticulture is seeing some questions about winter injury. The Plant Health Advisors have started their hours in our office; other Extension Offices have also been referring calls to our office. Wet weather: If you mud a crop in, it is as bad as not planting. Georgson checked soil temperatures over the weekend. Temperatures are above 50 degrees so crops will start to grow. Questions continue to come in regarding low milk prices and short feed supplies. It is tough times for farmers. There are some indications that we should see a \$1 up in milk in August or September. Multinational banks though are saying it doesn't look good for North American farmers for the remainder of the year. Mexico is our #1 dairy export; the trade deal has not be ratified yet. Exports have been reasonably good. Department activities: Civil Right review went well and we are now working on an action report.

Loyd reported that Youth Government Day was held with five local high schools participating. There are a lot of good ideas to make the event even better for next year. Sheep weigh in was held which means that all of the MAP animals are tagged and weighed in for Fair. Loyd attended the JCEP Conference in Stevens Point; which was a really beneficial conference. Loyd now holds a newly elected statewide position. The Jefferson County Connections Conference was held on April 30 where Loyd led an activity on breaking down stereotypes. About 100 students from different high schools attended the conference. Loyd continues to be very busy with 4-H meetings. By the end of May, she will only have about 10 clubs of the 29 to visit. These visits have been very valuable for her in learning the situation of the clubs. Loyd also attended her last Cohort meeting. On Saturday, Foods Revue was held. There are some challenges with our foods and clothing projects currently; hoping the current social trends will help increase participation in those projects. Loyd continues will her weekly Facebook posts and is looking to evaluate that offering to make sure people are enjoying/using them. Loyd is also working to have various 4-H program materials translated into Spanish for upcoming outreach events. The last YQCA training session is being held tonight for the MAP Project. Loyd has focused on the reorganizing of a 4-H club in the County which has been a challenge. Work continues on the promotional booths for Fair and Farm Technology Days. Loyd invited committee members to attend the 4-H Program Awards Banquet on Monday, September 30 to provide a look into what 4-H is all about.

Lisa Krolow, FoodWise Coordinator for Jefferson and Walworth Counties, reported that she is starting to do some FoodWise lessons in Jefferson County through WIC. She will be there once a month. Krolow just finished the Jefferson/Walworth program budget. Approval has been received to hire an educator this summer to work in Jefferson County. FoodWise is looking to consider expanding to three new partners in the County; the food pantries in Jefferson and Fort Atkinson will be two partners. The third partner is being coordinated through a current Walworth County partner who provides services for domestic abuse victims that is expanding into Jefferson County. In 2021 the program will target to have programming in the Watertown schools. The goal is to try to get students to eat the right foods. Lessons are provided in the classroom as well as working with administration to steer kids towards more healthy food. Discussion occurred.

Wen provided an oral report for Steve Chmielewski, Community Educator. Chmielewski is working in the Palmyra area with Kathy Wise, Village President and Planning Committee on two outreach efforts.

1. An EPA grant 'Recreation Economy for Rural Communities 2019.' This grant provides planning assistance to help communities develop strategies for Main Street revitalization through outdoor recreation. The award provides a planning team assistance for 4-6 month process to work with participants to identify vision/goals/objectives. I am meeting with the

Village planning committee 5/15 to further discuss. Committee of Whole will take action on 5/20. Application due 5/31.

2. Efforts have begun to plan for the Wisconsin Department of Tourism JEM Destination Marketing Grant by identifying potential communities interested. This will also be discussed with the Village Planning Committee for input. Next deadlines for this grant are August 1 and November 1.

In addition, Chmielewski has started reaching out to 11 food pantries to make connections and set times for survey questions with the intention to summarize themes and then share back findings to help guide development educational response based on needs. His next group to assess will be from the list of organizations that the Extension office has worked with from Steve Grabow and Kathy Eisenmann's files.

Chmielewski participated in the Comprehensive Plan Steering Committee Meeting on April 10<sup>th</sup> and is now reviewing draft survey questions.

**Discussion and Possible Action on Future Meeting Schedule and Agenda Items:**

Regularly scheduled meetings are held at the Extension, Jefferson County Office in Room 12 on the 2<sup>nd</sup> Monday of the month at 8:30 a.m. Next scheduled meetings are June 10 and July 8, 2019.

**Adjourn:** Motion by Herbst, seconded by Kannard, to adjourn meeting at 9:25 a.m.

## MEMORANDUM

**TO:** Wisconsin County Extension Committee Members  
**FROM:** Chelsea Fibert, Government Affairs Assistant  
**DATE:** May 20, 2019  
**SUBJECT:** Dissolution of WACEC/Creation of WEXA

In September of 2018, following the significant restructuring undertaken by UW-Extension, the Wisconsin Associated County Extension Committees (WACEC) approached the Wisconsin Counties Association (WCA) requesting that WCA assume the administrative responsibilities associated with WACEC that were formerly performed by UW-Extension. WCA has agreed to provide these administrative services, which include meeting logistics, preparation and distribution of agendas and minutes, as well as act as fiscal agent.

As part of this process, the current WACEC board recommended modifications to the WACEC bylaws. WCA and WACEC engaged the services of legal counsel to review the bylaws and make recommendations.

WACEC is currently incorporated as a 501(c)(3) entity, requiring annual corporate filings and tax returns. Legal counsel recommends the dissolution of WACEC as a 501(c)(3) entity, and its recreation as a tax-exempt entity under Chapter 184 of the Wisconsin State Statutes, eliminating the burden and expense of an IRC 501(c)(3) association. The current WACEC board recommends the dissolution of WACEC and its recreation under Ch. 184 of the Wisconsin State Statutes. The new organization would take on a new identity, known as Wisconsin Extension Association (WEXA).

Due to the fact that WACEC is an incorporated entity, state laws governing the corporate dissolution process must be adhered to. In order to accomplish the dissolution of WACEC, allowing for the creation of WEXA, 80% of the individual members of county extension committees must sign and return a "Consent Resolution of the Members of Associated County Extension Committees, Inc." A copy of the resolution is included for your review and signature.

To ensure county extension committee members understand what needs to occur and what the new association, WEXA, will look like, a number of documents are included for your review:

- Plan for Dissolution of WACEC
- **Consent Resolution of the Members of Associated County Extension Committees, Inc. (This is the document you need to sign)**
- Bylaws for the newly-created Wisconsin Extension Association (WEXA)
- Map of current Extension districts
- Funds Transfer Agreement
- Fiscal Agency Agreement

To assist extension committee members in understanding the documents and the transformation of WACEC into WEXA, WCA, in conjunction with legal counsel, will be hosting a webinar on **May 30, 2019 at 10:00 a.m.** in order for legal counsel to walk through the documents and answer specific questions that you may have. The webinar can be accessed utilizing the following link: <https://wicounties.adobeconnect.com/wexa/>.

If you have questions prior to the webinar, please send them over to Chelsea Fibert ([fibert@wicounties.org](mailto:fibert@wicounties.org)) so the attorneys can address your concerns specifically when the webinar begins.

**The WACEC board, along with WCA, requests that all counties undertake the following actions to ensure the smooth transition of WACEC into WEXA:**

- **Hold a meeting of your county extension committee prior to June 30, 2019 to ensure committee members execute the consent form.**
- **Provide copies of these documents, including the consent form, to members of your committee who are not county board members (WCA does not have contact information for your public members).**
- **Collect the consent forms following the meeting and send the forms to the WCA office in one of the following manners:**
  - **Mail: Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, WI 53703**
  - **Fax: 608.663.7189**
  - **Email: [fibert@wicounties.org](mailto:fibert@wicounties.org)**

**It is imperative that all counties return the signed consent form by June 30, 2019.**

If you have any questions about the transition of WACEC to WEXA, please do not hesitate to contact the WCA office.

## PLAN FOR DISSOLUTION OF WACEC

In September of 2018, following the significant restructuring undertaken by UW-Extension, the Associated County Extension Committees (WACEC) approached the Wisconsin Counties Association (WCA) to request that WCA assume the administrative responsibilities associated with WACEC that were formerly performed by UW-Extension. Going forward, in an effort to streamline the administration and otherwise reduce the financial burden of administration, Wisconsin Counties Association (WCA) has agreed to provide the administrative services and support to meet the needs of the organization.

Given WCA's assumption of these responsibilities, WACEC and WCA have developed the following plan, in consultation with legal counsel, to dissolve WACEC in its current form and reorganize the association in a more streamlined fashion:

1. Distribute this Plan and the attached member resolution to the members of WACEC, who are the individual members of the county extension committees.
2. Create an unincorporated nonprofit association named Wisconsin Extension Association (WEXA). WEXA will have the same mission as WACEC, but will be organized in a way that avoids the burden of tax return and corporate filings that are required of an entity classified as a IRC 501(c)(3) nonprofit such as WACEC. Chapter 184 of the Wisconsin Statutes allows WEXA to be tax-exempt at both the federal and state level, without the added administrative burden and expense.
3. WACEC will transfer its remaining funds to WEXA. These funds will be restricted for use only in accordance with WACEC's purpose.
4. WEXA will contract with WCA for WCA to act as fiscal agent to hold and disburse the funds at the direction of WEXA. WCA will also assist with administration in terms of meeting planning and arrangements, which will result in cost-savings because of WCA's existing relationships.
5. File articles of dissolution with the State of Wisconsin Department of Financial Institutions to dissolve WACEC. WACEC needs to discontinue in its corporate form so as to avoid continuing obligations under Wisconsin law.
6. File final Form-990 with the IRS and include notification of dissolution. This step is necessary to avoid future nonprofit tax filing requirements and will reduce the administrative burdens associated with the operation of WEXA.

In order to accomplish the above, 80% of the individual members of county extension committees must sign and return the attached resolution.

**IF YOU ARE A MEMBER OF A WISCONSIN COUNTY EXTENSION COMMITTEE AND AGREE WITH THIS PLAN, THEN PLEASE SIGN AND RETURN THE ATTACHED RESOLUTION TO GIVE YOUR CONSENT TO DISSOLVE WACEC AND OTHERWISE IMPLEMENT THIS PLAN.**

**CONSENT RESOLUTION OF THE MEMBERS OF  
ASSOCIATED COUNTY EXTENSION COMMITTEES, INC.**

The undersigned, being at least 80% of the members of Associated County Extension Committees, Inc., a Wisconsin non-stock corporation (the “**Corporation**”), does, pursuant to the provisions of Sections 181.0704 of the Wisconsin Statutes, hereby consent to and adopt the following recitals and resolutions:

**WHEREAS**, the undersigned members desire to dissolve the Corporation;  
and

**WHEREAS**, Section 181.1401 requires two-thirds of the members of a non-stock corporation to approve dissolution; and

**WHEREAS**, Section 181.0704 requires 80% of the members of a non-stock corporation to approve a resolution without a meeting; and

**WHEREAS**, the undersigned members have examined and hereby approve the attached Plan of Dissolution for the Corporation (the “**Plan**”).

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan is hereby adopted and approved in all respects, and that the officers of the Corporation are authorized to perform all acts and execute all documents necessary or appropriate to execute the Plan and to carry out the intent thereof; and

**BE IT FURTHER RESOLVED**, that the officers of the Corporation are empowered, authorized and directed to execute and file articles of dissolution with the Wisconsin Department of Financial Institutions in accordance with the Wisconsin Statutes, and that the execution thereof by any officer shall be the act and deed of the Corporation; and

**BE IT FURTHER RESOLVED**, that the officers of the Corporation are empowered, authorized and directed to carry out the provisions of these resolutions that may be necessary in liquidating and dissolving the Corporation in accordance with the expressed intent of the members hereunder and under the Plan; and

**BE IT FURTHER RESOLVED**, that the Board of Directors is authorized to adopt any further resolutions that may be necessary in liquidating and dissolving the Corporation.

This consent resolution may be executed in separate counterparts, each of which shall be deemed to be an original, and all counterparts shall constitute one instrument. Signatures transmitted by facsimile, portable document format (“**.pdf**”) or other electronic means shall be deemed to be original signatures for all legal and other purposes.

*[Signature page follows.]*



Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signature: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

## **BYLAWS**

### **WISCONSIN EXTENSION ASSOCIATION**

#### **ARTICLE I NAME**

The name of the association shall be the WISCONSIN EXTENSION ASSOCIATION, an unincorporated nonprofit association pursuant to Chapter 184 of the Wisconsin Statutes (the "Association").

#### **ARTICLE II PURPOSE**

The Association is organized as an unincorporated nonprofit association pursuant to Chapter 184 of the Wisconsin Statutes. The primary nonprofit purpose of the Association is to provide a forum for the consideration of issues affecting the committee of each Wisconsin County Board responsible for oversight and policy related to UW-Extension (commonly referred to as extension committees), including those programs carried out under Section 59.87 (section 59.56, under revised statutes) and Chapter 92 of the Wisconsin Statutes, and other general assistance to such extension committees. Without limiting the foregoing, this purpose includes, but is not limited to:

- Providing a forum for discussion on issues relating to the relationship between counties and UW-Extension;
- Providing leadership and extension programming;
- Serving as a liaison between the counties and the UW system;
- Providing advice to the state of Wisconsin relevant to UW-Extension programming;  
and
- Elevating and educating an understanding of extension.

**ARTICLE III  
MEMBERS**

A. Eligibility. The members of the Association shall be all counties in the state of Wisconsin that are considered to be current on annual dues as established herein. All annual dues are due on or before January 31 of each calendar year. The rights of the members shall be only as explicitly granted in these Bylaws.

B. Restrictions. The members shall have no rights to hold or direct funds, amend these Bylaws, or make any determination regarding the dissolution of the Association.

C. Districts. The members shall be divided into the following zones and districts, as identified on the map retained in the Association's record book:

Extension Northern Zone

District 1	Extension Multi County Areas 1, 2, 4
District 2	Extension Multi County Areas 5, 6, 9
District 3	Extension Multi County Areas 3, 7, 8

Extension Southern Zone

District 4	Extension Multi County Areas 10, 12, 15
District 5	Extension Multi County Areas 13, 14, 16
District 6	Extension Multi County Areas 17, 19, 22
District 7	Extension Single County Areas 11, 18, 20, 21

D. Biennial Meeting. Each district shall hold a biennial meeting before June 30 of each even-numbered year. Such meetings shall include the county board supervisors or county executives duly designated by member counties within each district. In compliance with the foregoing, the meetings shall be held at such time and such place as shall be agreed upon by the member counties in each district. The purpose of the biennial meeting in each of the districts shall be to discuss matters of mutual interest and to elect Directors of the Association. Each district is

entitled to elect two (2) Directors of the Association. Each county member shall be entitled to one (1) vote on all matters coming before a district meeting. The districts shall hold an organizational meeting in July of 2019 and elect Directors to serve until the July of 2020 biennial meeting.

E. Special Meetings. Districts may choose to hold special meetings from time to time. The Directors from a district may call a special meeting of a district at any time and elect a chairperson to preside over the special meeting, to discuss any issues related to the district and its participation in the Association.

#### **ARTICLE IV BOARD OF DIRECTORS**

A. Number. The operations and activities of the Association shall be under the care and management of a Board of Directors consisting of fifteen (15) persons, consisting of two (2) Directors from each of the seven (7) districts (as identified in Article III), and the immediate past President of the Association as an ex-officio Director (but only if qualified under Article IV.B).

B. Qualifications. All Directors must be a current county board supervisor or county executive in the state of Wisconsin.

C. Powers of Directors. The Board of Directors shall have complete discretion, responsibility, and power to manage the affairs of the Association. The Board of Directors shall also have specific responsibilities as defined from time to time by the Board of Directors, in addition to the authority granted to manage the Association by these Bylaws and to the extent provided by Wisconsin law.

D. Removal. A Director may be removed from office by an affirmative vote of two-thirds (2/3) of all Directors; said vote taken at a special meeting of the Directors called for that purpose. A Director may resign at any time. A Director is automatically and immediately removed if the Director at any time does not fulfill the qualifications required in Article IV.B. In the event of

a vacancy on the Board of Directors, for any reason, the successor Director shall be elected in a manner consistent with Article III.

E. Annual Meeting. The Board of Directors shall meet at least annually, at such time and place as may be fixed by the Board of Directors, for the purpose of setting dues, adopting a budget, and conducting such other business as may come before the Board of Directors.

F. Biennial Meeting. The Board of Directors shall hold a biennial meeting between July 1 and July 31 of each even-numbered year, for the purpose of electing officers of the Association, setting dues, adopting a budget and conducting such other business as may come before the Board of Directors. A biennial meeting occurring in each even-numbered year satisfies the requirement of an annual meeting set forth in subsection E. above. For the first year of the Association's existence, the Association's Board of Directors shall hold an organizational meeting in July of 2019.

G. Special Meetings. Special meetings may be called by or at the request of the President or any three (3) Directors. Notice of the time and place of all special meetings of the Board of Directors shall be given to each Director as far in advance as practical, by letter, telephone, or email. Email and telephone ballots may be used when no Director objects and special meetings may be held by telephone conference call if circumstances warrant.

H. Quorum and Manner of Acting. Except as otherwise provided, a majority of the Directors of the Association shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present, though less than such quorum, may adjourn the meeting to another time without further notice. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of greater number is required by law or these Bylaws.

I. Compensation. Compensation for Directors and Officers of the Association shall be established through a policy of the Board of Directors adopted at a meeting.

J. Indemnification. Directors shall be entitled to indemnification for actions as Directors to the extent permitted by Wisconsin law.

## **ARTICLE V OFFICERS**

A. Generally. The officers of the Association shall be a President, Vice President, and Secretary. The initial officers shall be established by resolution of the Board of Directors. The Association will contract with the Wisconsin Counties Association to be the Association's fiscal agent in lieu of naming a Treasurer. The duties of the officers shall include, but not be limited to, the following:

1. President. The President shall generally manage the day-to-day operations of the Association subject to the direction of the Board of Directors. The President is the chief executive officer of the Association, charged with its general supervision and management. The President shall preside at all meetings of the Board of Directors and shall act in a capacity typically provided for a President. The President is authorized, to the extent of the authority granted by the Board of Directors, to requisition funds from the Association's fiscal agent for use by the Association.

2. Vice President. The Vice President shall exercise the duties of the President in the absence or incapacity of the President. If the President should die, resign, or be removed from office, the Vice President shall succeed to the office of the President.

3. Secretary. The Secretary shall maintain all records of the Association and shall prepare minutes of all meetings of the Board of Directors. The Secretary may delegate these responsibilities.

B. Election and Term. The officers shall be elected by the Board of Directors at its biennial meeting. Each officer shall serve until a successor is qualified and seated. An officer may be removed by a two-thirds (2/3) vote of all Directors. Any vacancy in an office shall be filled by affirmative vote of a quorum of the Board of Directors.

C. Qualification. Officers are required to be members of the Board of Directors.

D. Multiple Offices. One person may hold not more than one (1) of the above offices.

E. Compensation. Except to the extent expressly permitted under a compensation policy adopted by the Board of Directors, all officers shall serve without compensation.

**ARTICLE VI  
MISCELLANEOUS**

A. Fiscal Year. The fiscal year of the Association shall end on December 31.

B. Amendment. These Bylaws may be amended by an affirmative two-thirds (2/3) vote of all Directors.

C. Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order – Newly Revised shall govern the organization in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

These Bylaws have been adopted and approved as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## FISCAL AGENCY AGREEMENT

This Fiscal Agency Agreement ("Agreement") effective as of \_\_\_\_\_, 2019, is entered into by and between Wisconsin Extension Association, a Wisconsin unincorporated association ("WEXA"), and Wisconsin Counties Association, a Wisconsin unincorporated association ("WCA").

WHEREAS, WEXA holds certain funds pursuant to a Funds Transfer Agreement between WEXA and the Associated County Extension Committees, Inc., dated concurrent with this Agreement ("Funds Transfer Agreement"), which restricts WEXA from using or distributing the funds in certain respects;

WHEREAS, WEXA may, from time to time, receive additional funds to be utilized by WEXA in the course of WEXA's business (together with the funds identified by the Funds Transfer Agreement, the "Funds"); and

WHEREAS, WEXA desires for WCA to act as its fiscal agent with respect to the holding and disbursement of the Funds.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Extent of Agency. It is the intent and purpose of the parties that WCA, on behalf of WEXA, administer and disburse the Funds as directed by WEXA. The Funds shall be held by WCA in trust as fiscal agent for WEXA in a segregated account. WCA shall not be required to take any action or refuse to take any action beyond the scope of the agency set forth herein.

2. Limitations of Liability. Notwithstanding any provision hereof to the contrary: (a) WCA undertakes to perform as fiscal agent on behalf of WEXA only such duties as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against WCA; and (b) in all events, WCA shall not be liable to WEXA for any action taken or omitted to be taken by it under this Agreement in good faith.

3. Indemnification. WEXA agrees to indemnify, defend and hold harmless WCA and WCA's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorneys' fees arising from any of WCA's actions related to its obligations under this Agreement, except to the extent of WCA's willful misconduct. WEXA's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

4. Costs. WCA shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as fiscal agent for WEXA hereunder, other than those costs and expenses incurred by WCA in the ordinary course of performing its duties described in this Agreement. If WEXA requests WCA to take certain actions, and if WCA determines that the taking of such action would reasonably be expected to cause WCA to incur additional costs or financial liability beyond its ordinary operating costs,



then WCA shall not be required to take such actions absent an agreement from WEXA to pay the costs.

5. Accounting. WCA shall provide to WEXA, on or about the beginning of each calendar year, an accounting of the Funds, including all Funds received and disbursed during the course of the prior calendar year. WEXA may audit such report at its own expense upon request.

6. Termination of Fiscal Agency. Notwithstanding anything in this Agreement to the contrary, the fiscal agency created by this Agreement shall terminate as soon as reasonably practicable following the earliest to occur of the following events: (a) WEXA ceases doing business as a going concern; (b) the Funds are exhausted; or (c) 120 days prior written notice from either party of an intent to terminate this Agreement. Upon the termination of this Agreement, WCA shall promptly return the Funds to WEXA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WISCONSIN EXTENSION  
ASSOCIATION

WISCONSIN COUNTIES  
ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## FUNDS TRANSFER AGREEMENT

This Funds Transfer Agreement (“Agreement”) effective as of \_\_\_\_\_, 2019, is entered into by and between Wisconsin Extension Association, a Wisconsin unincorporated association (“WEXA”), and Associated County Extension Committees, a Wisconsin non-stock corporation (“WACEC”).

WHEREAS, WACEC desires to transfer certain funds to WEXA to be held by WEXA and restricted in their use in a manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Funds. Promptly after the execution of this Agreement, WACEC shall transfer all funds as stated in WACEC’s most recent Treasurers Report to WEXA (the “Funds”). WEXA shall only use the Funds in furtherance of WACEC’s following stated purpose:

- a. Providing a forum for the consideration of problems and policies of concern to the committee of each Wisconsin County Board responsible for extension programs (commonly referred to as extension committees), including those programs carried out under Section 59.87 (Section 59.56, under revised statutes) and Chapter 92 of the Wisconsin Statutes, and other general assistance to such extension committees (the “Purpose”).

2. Fiscal Agent. WEXA may contract with a fiscal agent to hold, administer, and disburse the Funds, provided that any such agreement obligates the fiscal agent to perform such duties in accordance with the Purpose.

3. Limitations of Liability. Notwithstanding any provision hereof to the contrary: (a) WEXA undertakes to perform only such duties as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement or otherwise implied; and (b) in all events, WEXA shall not be liable to WACEC for any action taken or omitted to be taken by it under this Agreement in good faith.

4. Costs. WEXA shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, other than those costs and expenses incurred by WEXA in the ordinary course of performing its duties described in this Agreement.

5. Termination of Responsibility. This Agreement shall terminate upon the exhaustion of the Funds in accordance with the terms herein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WISCONSIN EXTENSION  
ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

ASSOCIATED COUNTIES  
EXTENSION COMMITTEES

By: \_\_\_\_\_

Title: \_\_\_\_\_

32690046\_2.DOC

**PROCLAMATION**

**Proclaiming the Month of June as Dairy Month in Jefferson County**

WHEREAS drinking three to four 8 ounce glasses of milk each day is recommended for youth and adults, and

WHEREAS, there are 77 dairy herds and 13,800 dairy cows in Jefferson County, and

WHEREAS, dairy cows in Jefferson County produce 332 million pounds of milk per year, and

WHEREAS, each dairy cow produces 23,600 pounds of milk per year resulting in \$15,000 to \$17,000 of economic activity per cow, and

WHEREAS, farm and rural families are an important part of Jefferson County's identity and culture, and

WHEREAS, agricultural enterprises are a focus area in the County's emerging economic vision, and

WHEREAS, the University Extension Education Committee, at its June 10, 2019 meeting, considered this Proclamation and recommended forwarding to the County Board of Supervisors for adoption.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby proclaims the month of June, 2019 as Dairy Month in Jefferson County.

*Fiscal Note: Adoption of this resolution will have no fiscal impact.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
University Extension Education Committee