

## **UW-EXTENSION EDUCATION COMMITTEE**

Wednesday May 29, 2019

4:00 PM, Room 103

Location: Agriculture & Resource Center  
227 1<sup>st</sup> Street W  
Altoona WI 54720

### **AGENDA**

- 1. Call Meeting to Order**
- 2. Public Comment**
- 3. Review / Approval of Committee Minutes / Discussion - Action**
  - a. March 20, 2019
- 4. Educator Report – *Sandy Tarter*, FoodWise Coordinator**
- 5. Board of Visitors / Update - Discussion – Requested by Supervisor Bates**
  - a. Supervisor Bates serves on the UW-Madison, Division of Extension Board of Visitors, and requested an opportunity to share and discuss updates related to her service on the Board of Visitors
  - b. Supervisor Bates requested conversation around the experts Extension offers regarding affordable housing, water quality and community engagement
- 6. Wisconsin Extension Committees Association / Discussion - Action**
  - a. Plan for dissolution of WACEC
  - b. Bylaws for the newly created Wisconsin Extension Association (WEXA)
  - c. Map of current Extension districts
  - d. Funds Transfer Agreement
  - e. Fiscal Agency Agreement
  - f. Consent Resolution of the Members of Associated County Extension Committees, Inc.
- 7. Introduction(s) – Rachel Hart-Brinson & Margaret Murphy**
- 8. Area Extension Director / Report & Discussion**
  - a. General updates
  - b. Tri-County Meet and Greet
  - c. County Contract – requested by Supervisor Schraufnagel
    - i. Administrator Schauf and copies of current contract will be available as resources for this discussion
  - d. 2020 Eau Claire County Extension Department Budget - seeking feedback from committee on top priorities of data to capture and reflect in the budget. AED will also share preliminary feedback from staff on the key programming they desire to have reflected in the budget

<https://www.co.eau-claire.wi.us/government/county-budget-information>

  - e. Fair update
- 9. Scheduling of Future Meetings / Agenda Items**
  - a. Future Coordinator/Educator Report\*: Joseph Malual – Community Educator
- 10. Adjourn**

\*Another Coordinator/Educator will give a report if the name listed has a scheduling conflict.

Post:

- Media
- Committee Members
- Extension Staff

**PLEASE NOTE:** Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669, (TDD) 839-4735 or by writing to the ADA Coordinator, Personnel Department, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703

**UW-EXTENSION EDUCATION COMMITTEE**

Wednesday March 20, 2019

4:30 PM, Room 103

Location: Agriculture & Resource Center  
227 1<sup>st</sup> Street W  
Altoona WI 54720

**Minutes**

*Members Present:* Donald Mowry, Heather Deluka, Colleen Bates, Tami Schraufnagel and Melissa Janssen

*Others Present:* Catherine Emmanuelle, Joy Weisner and Kristi Peterson

**Supervisor Schraufnagel called the meeting to order at 4:32pm**

Public Comment

None

Review / Approval of Committee Minutes / Discussion - Action

February 27, 2019

**ACTION:** Supervisor Deluka made a motion to approve the December meeting minutes. Supervisor Janssen seconds. Motion carried 5-0

Educator Report – Joy Weisner

Provided an overview of current programming with LSS Affinity House in collaboration with EC County – as well as Beacon House families on how to feed picky eaters and stretch food dollars.

Area Extension Director – Report & Discussion

Both the Horticulture and Fair positions are in process and will have an update soon. Provided an update on the Area 6 meeting.

Fair Funding – Discussion/Action

In progress and meetings to come.

Scheduling of Future Meetings / Agenda Items

Future Coordinator/Educator Report\*: Sandy Tarter – FoodWise Coordinator  
Meeting will be held at the Agriculture Building April 24, 2019 at 4:00pm

**Chair Schraufnagel adjourned the meeting at 5:57pm**

Next meeting – agenda item

By-laws for the Fair and the expo grounds who enforces. Add details

Respectfully submitted by,

Kristi Peterson  
Committee Clerk



# OFFICE OF CORPORATION COUNSEL

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## CORPORATION COUNSEL

*Timothy J. Sullivan*

May 23, 2019

TO: CATHERINE EMMANUELLE, EXTENSION  
FROM: TIM SULLIVAN  
RE: WACEC/WEXA TRANSITION

You have asked me to review the following documents related to the proposed dissolution of the Wisconsin Associated County Extension Committees (WACEC) and the creation in its place of the Wisconsin Extension Association (WEXA), and then the subsequent association of WEXA with the Wisconsin Counties Association (WCA) to act as fiscal agent for WEXA.

I have reviewed the following documents:

1. Memorandum from WCA explaining the proposed dissolution of WACEC, the creation of WEXA and the association with WCA to act as WEXA's fiscal agent.
2. Plan for dissolution of WACEC.
3. Resolution giving consent to dissolve WACEC
4. Bylaws of the proposed WEXA
5. Fiscal agency agreement between WEXA and WCA
6. Fund Transfer agreement transferring all funds of WEXA to WCA.

The only document the local extension committee will need to act on is the resolution giving consent to dissolve WACEC. The other documents are provided to show the framework of what will happen if the 80% of the members of WACEC approve the dissolution of WACEC.

The plan for dissolution of the WACEC is part of the resolution giving consent to dissolve WACEC, and if the resolution is adopted the plan is incorporated by reference.

The plan is to do the following: Distribute the plan and associated documents to the counties for consideration. If 80% of the counties approve the plan and the resolution for dissolution of WACEC then WACEC will be dissolved and in its place WEXA will be created. It appears the main reason for dissolution of WACEC and the creation of WEXA is that WACEC is a 503(c)(3)

corporation under the internal revenue code, which in turn requires the filing of annual corporate filings and tax returns. WEXA will be created pursuant to the laws of Chapter 184 Wisconsin Statutes, a tax-exempt entity. Upon the creation of WEXA the Bylaws would be adopted setting forth who are members of WEXA (all counties in the state of Wisconsin that are considered current in annual dues), the creation of districts, and the election of a board of directors and officers. The funds held by WACEC will be transferred to WEXA upon dissolution. WEXA will then enter into the financial agency agreement with WCA and the financial transfer agreement will transfer all WEXA funds to WCA wherein WCA will then manage the funds for WEXA pursuant to the agreement.

The documents appear to be in order as far as accomplishing the purposes stated in the plan. Committee members should review the resolution and associated documents before voting on the resolution. If the committee approves the resolution giving consent to dissolve the WACEC they also will be giving approval to the plan. 80% of the member counties of WACEC need to pass the resolution to dissolve for the plan to go into effect

Please let me know if you have further questions

Timothy J. Sullivan  
Corporation Counsel



## 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

ASSOCIATED COUNTIES  
EXTENSION COMMITTEES

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

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

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

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

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5/23/2019

University of Wisconsin - Madison  
 Extension  
 727 Hibbard Humanities Hall  
 105 Garfield Avenue  
 Eau Claire, WI 54701

Dear UW-Extension Education Committee:

The county is underway for 2020 budget preparation. My goal for the Extension Department 2020 budget process is one of **collaboration** and **meaningful information** to help you as the policy makers and oversight committee members of the Extension Department. The increased communication is offered to help meet this goal. I want to have a *conversation at our upcoming 5/29/2019 UW-Extension Education Committee meeting* of how the Extension Department is planning on building the budget, and *ask for your input*. Here's a timeline of where we've been and where we're going. I've bolded my invitation for committee participation in **red**. (Fun fact: this shade of **red** is one of UW-Madison's official colors and one we will use in future branding materials.)

Date	Task	Engaged Partners
4-26-2019	Meet to review high-level vision for budget creation	County Administrator, Area Extension Director (AED)
5-7-2019	Meet as a team to discuss strategies on how Extension may best position the budget narrative. Key takeaways include: 1.) seeking committee feedback on information to capture in the budget, 2.) budget is constructed to meet the administrative and programmatic needs of the department, and 3.) AED will engage with the staff to seek feedback on key programs to highlight	Extension Department Office Coordinator, AED, County Administrator, County Finance Director
5-7-2019	County Board Meeting includes 2020 Budget Preparation presentation	County Board, County Administrator, County Finance Director, Department

		Heads, AED
5-13-2019	Seek Extension staff feedback on key goals/programs to highlight in 2020 budget	All Extension Eau Claire County staff and AED
5-21-2019	Staff submits feedback to Extension Department Office Coordinator & AED	All Extension Eau Claire County staff and AED
5-22-2019	Department Head Meeting - review 2020 budget preparation with department heads and staff with fiscal responsibilities	County Administrator, Department Heads, Extension Department Office Coordinator, AED
5-22-2019 to 5-29-2019	Synthesize staff feedback in preparation for the 5-29-2019 UW-Extension Education Committee	Extension Department Office Coordinator, AED
<b>5-23-2019</b>	<p>UW-Extension Education Committee receives packet. Committee members invited to:</p> <ul style="list-style-type: none"> <li>Review 2020 Budget Preparation presentation found <a href="#">here</a></li> <li>Review Extension Department 2019 budget materials found <a href="#">here</a></li> <li><i>Bring ideas and feedback of how budget can be meaningful to you as a policymaker</i> to 5-29-2019 committee meeting to share with Extension Department Office Coordinator, AED, who are working on collaboratively building the 2020 budget</li> <li>Confirm if July 17, 2019 works for next Committee meeting. If “yes,” then County Administrator and Finance Director can join to be part of the discussion.</li> </ul>	<b>UW-Extension Education Committee</b> , Extension Department Office Coordinator, AED
5-29-2019	Staff meeting: discuss budget criteria in preparation for the 5-29-2019 UW-Extension Education Committee	All Extension Eau Claire County staff and AED
<b>5-29-2019</b>	<p>UW-Extension Education Committee Meeting. AED update will include discussion on the 2020 budget. AED will:</p> <ul style="list-style-type: none"> <li>Share feedback from staff and information needed for Office Coordinator and AED to build effective</li> </ul>	<b>UW-Extension Education Committee</b> , Extension Department Office Coordinator, AED

	<p>2020 departmental budget</p> <ul style="list-style-type: none"> <li>• Ask committee members for feedback on what components they'd like to see in order to build an effective 2020 departmental budget</li> <li>• Invite committee members to send AED additional feedback via email or phone and/or share additional feedback at the June 2019 UW-Extension Education Committee</li> </ul>	
June 2019	Continue to discuss budget information, incorporating feedback from 5-29-2019 UW-Extension Education Committee meeting	All Extension Eau Claire County staff and AED
<b>June 2019</b>	UW-Extension Education Committee Meeting. Committee members, Office Coordinator, & AED continue dialogue on 2020 budget preparation. Office Coordinator and AED use the feedback from staff and committee to build the 2020 Extension Department Budget.	<b>UW-Extension Education Committee</b> , Extension Department Office Coordinator, AED
July 2019 - November 2019	Key Budget Dates	County Board, Administration (including staff), citizens, community partners

I look forward to working with the committee on this important policy document. Please let me know if you have any questions: 715-450-0823 or email [Catherine.Emmanuelle@wisc.edu](mailto:Catherine.Emmanuelle@wisc.edu)

In partnership,

*Catherine Emmanuelle*

Catherine Emmanuelle

University of Wisconsin - Madison, Division of Extension, Area Extension Director for Chippewa, Dunn, & Eau Claire Counties