

Agenda

Eau Claire County
Extension Committee
July 21, 2021, at 4:00PM
Virtual meeting via WebEx

Meeting Link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=mf72c5f3227f11ab60193265ed1a5b43f>

Meeting Number: 145 447 7007

Password: V3pASU2jWk6

Join by Phone: +1-415-655-0001 US Toll Access code: 145 447 7007

For those wishing to make public comment, you must e-mail Kristi Peterson at **kristin.peterson@co.eau-claire.wi.us** at least 30 minutes prior to the start of the meeting. You will be called on during the public session to make your comments.

1. Call to Order and confirmation of meeting notice
2. Roll Call
3. Public Comment
4. Review/Approval of Committee Minutes – **Discussion/Action**
 - a. June 16, 2021
5. Educator Report –FoodWise Nutrition Educators & Coordinator
6. Fair MOU - Discussion
7. Budget Review - Discussion
[2022 Budget Workbook - Extension.xlsx \(eau-claire.wi.us\)](#)
8. WEXA Update – Colleen Bates
9. Area Extension Director Report - Catherine Emmanuelle
10. Scheduling of Future Meetings / Agenda Items
 - a. August 18, 2021, Joint F&B Meeting
11. Announcements
12. Adjourn

Minutes

Eau Claire County
Extension Committee
June 16, 2021 at 4:00PM
Virtual meeting via WebEx

Members Present: Colleen Bates, Missy Christopherson, Heather Deluka, and Melissa Janseen

Members Absent: Donald Mowry

Others Present: Yia Lor, Kristi Peterson, Liz Ratajski – Intern, Catherine Emmanuelle, Lyssa Seefeldt, Debbie Kitchen at 4:03pm, and Erika Gullerud at 4:05 pm

1. Vice Chair Janssen called the meeting to order at 4:01pm and confirmed meeting notice.
2. Roll Call was taken and note above.
3. Public Comment – none
4. Supervisor Christopherson motioned to approve the minutes from May 19, 2021 as presented. Supervisor Bates seconded the motion. No deletions or corrections, minutes approved.
5. Financial Review – Kristi Peterson provided an overview
6. Educator Report – Yia Lor provided an update on her work via an educator presentation.
7. Fair MOU – Discuss this in future meeting with attachment.
8. Catherine Emmanuelle shared the educators will get back to a more frequent office attendance. We hope to have an update on the Community Development position by the end of next week. We have two grant funded interns that will be exposed to all different programs and work done through Extension.
9. Scheduling of Future Meetings / Agenda Items
 - a. July 21, 2021, at 4:00pm
 - b. Fair MOU
 - c. Budget
 - d. Possible Introduction of Comm dev educator
 - e. Report on WEXA
10. Announcements
 - a. Invite on garden event
 - b. Fair invitation to volunteer
 - c. Farm Technology Days Volunteer: wifarmtechdays.org/volunteers
11. Adjourn at 5:26 pm

Respectably submitted,

Kristi Peterson
Committee Clerk

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN EAU
CLAIRE COUNTY AND THE EAU CLAIRE COUNTY FRIENDS OF
THE FAIR FOR OPERATION AS THE MONETARY SUPPORTER OF THE
EAU CLAIRE COUNTY FAIR**

I. PARTIES

This Agreement is between Eau Claire County, Wisconsin, a quasi-municipal corporation, ("County"), through its ~~Committee on Extension~~ Eau Claire County Extension Education Committee (hereinafter "Extension Education Committee") and its sub-committee, the Eau Claire County Fair Committee (hereinafter "Fair Committee") ~~located at Extension Eau Claire County, 227 1st Street West, Altoona, WI 54720 and~~ located at 721 Oxford Ave, Eau Claire, WI 54701 with the Eau Claire County Friends of the Fair (hereinafter "FOF"), located at ~~P.O. Box 4316, Eau Claire, WI 54702~~ PO Box 434, Augusta, WI 54722.

II. TERM OF MOU

Services under this Agreement shall commence ~~March 2, 2020~~ May 2, 2021 and shall continue through ~~March 1, 2026~~ May 1, 2026. The Agreement shall automatically renew for successive one (1) year terms unless either party gives notice to the other in writing of termination at least sixty (60) days prior to the termination date hereof.

Provided FOF has the right to terminate said MOU with Eau Claire County during the May 2, 2021, through May 1, 2026 should they determine that the Fair no longer meets FOF mission statement. FOF must provide 60 day notice after completion of the past year's Fair.

III. PURPOSE OF MOU

The purpose of this MOU is to agree on responsibilities for all parties regarding the Eau Claire County Fair and payment of all expenses relating to the Fair.

IV. RESPONSIBILITIES

A. The Parties agree:

1. The ~~Eau Claire County~~ Fair Committee ("Fair Committee") operates the fair and is responsible for all by-laws, rules, and policy, and approval of contracts for the Fair.
2. All Fair Committee meetings are open to the public, have time allotted for public input and agenda and minutes are posted at least, but not less than, 24-hours before the public meeting.
3. The Fair Committee is a sub-committee of the ~~Committee on Extension~~ Extension Education Committee, and the ~~Committee on Extension~~ Extension Education Committee is a sub-committee of the Eau Claire County Board of Supervisors.
4. The Eau Claire County Fair is then overseen by Eau Claire County.

5. ~~The Friends of the Fair (FOF) is a not for profit 501(c)(3) corporation whose mission is to secure the resources needed to provide the financial stability that will assure the future of the Eau Claire County Fair as a family and youth focused community event. that FOF receives and disperses funds to operate support the Fair, The Friends of the Fair is responsible to operate the Fair.~~ through donations, fees, and sponsorships.
6. ~~All-d~~ Donations, fees, and sponsorships for the Fair are ~~should be~~ paid directly to FOF.
7. ~~Ribbons, trophies and~~ Premium dollars paid through the Wisconsin Department of Agriculture, Trade and Consumer Protection (hereinafter "DATCP") as well as administration of those dollars are the responsibility of the FOF. The FOF shall administer all payments for pre-fair and fair premium events, as dictated by the ~~Wisconsin Department of~~

Agriculture, Tourism, and Consumer Protection ("DATCP"), which governs all Wisconsin county fairs. The FOF shall be responsible for making the appropriate payments for judges, awards, operating supplies, extra help, and other expenses.

- 8 Attachment A (Eau Claire County Fair, Friends of the Fair, and Extension Roles/Responsibilities Approved 4/21/2021) indicates the roles and responsibilities of various parties and is attached to this "MOU" as a reference.

V. **RESPONSIBILITIES FOR FAIR EXPENSES**

A. For service rendered under this contract, the Fair Committee shall approve all contracts associated with the fair prior to presenting to FOF. Once approved by the Fair Committee, FOF will be given the approved contract for release of payment. The FOF shall pay:

1. Rental of Exposition Center Facilities
2. ~~Operating supplies, printing and other expenditures made by the Extension Office shall be invoiced to the "FOF".~~
3. Other Approved operating costs to operate the fair. associated with the Fair.
4. Costs that exceed \$5000.00 other than rental of Exposition Center facilities need prior approval by FOF, via grant approval submitted by the Fair Committee.

VI. **NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the "County" to: Eau Claire County Administrator, 721 Oxford Avenue, Suite 3520, Eau Claire, WI 54703 and upon the "FOF" to: Friends of Fair, Meg Mueller, President, P.O. Box 434, Augusta, WI 54722.

Both parties are required to notify each other of any address change.

VII. **MUTUAL INDEMNIFICATION**

The parties agree to fully indemnify and hold ~~on~~ one another harmless from and against all claims, actions, judgments, costs, and expenses, arising of damages or injuries to third persons of their property, caused by the fault of negligence of the said party, its agents, or employees, in performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise and defend the same.

Said liabilities will only extend to preapproved financial obligations for Fair. FOF does not accept any liability or responsibility for the Fair or activities associated with the Fair.

VIII. **LIABILITY**

It is mutually agreed by the "County" and FOF that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities, or omissions which occurred or may occur in connection with this agreement.

It should be understood that a member of the FOF's action, beyond financing the Fair, shall not be interpreted as a FOF liability.

IX. **WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be a cumulative and in addition to any other remedies provided by law.

X. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid or unenforceable by the court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other article or part of any article in this Agreement.

XI. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Contract and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, WI.

XII. SECTION HEADINGS

The headings of the several sections and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

XIII. STATUTORY PROTECTIONS

It is agreed by the parties that nothing in this Contract, including ~~by~~ but not limited to indemnification and hold harmless clauses, shall in anyway constitute a waiver on the part of the "County" of any immunity, liability limitation or other protection available to the "County" under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the "County" shall apply unless the "County" elects otherwise.

As previously noted, FOF's liabilities will only extend to preapproved financial obligations for Fair and has the right to terminate said agreement. FOF does not accept any liability or responsibility for the Fair or activities associated with the Fair.

XIV. PUBLIC RECORDS LAW

Both parties understand that the "County" is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 *et seq.* "FOF" acknowledges that it is obligated to assist the "County" in retaining and producing records that are subject to Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that they "FOF" must defend and hold the "County" harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

XV. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed in writing.

XVI. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XVII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the "FOF" and the "County" relating to the subject matter.

XVIII. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its attachments, if any, consisting of four (4) typewritten pages; they have

authority to enter into this Agreement on behalf of the entity, corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its attachments, if any, as outlined in this Agreement.

EAU CLAIRE COUNTY BY:

Kathryn Schauf, County Administrator (Date)

Meg Mueller, President of Friends of the Fair (Date)