

## Agenda

Fair Committee

October 11, 2023, at 7:00 pm

Bridge Creek Town Hall: S9515 Wis-27 Augusta, WI 54722

Those wishing to make public comments can submit their name and address no later than 30 minutes prior to the meeting to Traci Martinson [tompki9098@aol.com](mailto:tompki9098@aol.com) or attend the meeting in person. Comments are limited to three minutes; you will be called on during the public comment section of the meeting.

A majority of the county board may be in attendance at this meeting, however, only members of the committee may take action on an agenda item.

Meeting link:

<https://uwmadison.webex.com/uwmadison/j.php?MTID=m3aa650eeb77086333becc9222be0476d>

Meeting number: 2621 186 7442

Password: JAeWuSre847 (52398773 from phones)

Join by phone: 1-415-655-0001 US Toll

1. Call to Order and Confirmation of Meeting Notice
2. Roll Call
4. Public Comment
3. Approval of Committee Minutes - Discussion/Action
  - a. September 13, 2023 - minutes
5. County and Fair Relationship - Discussion/Action
  - a. Fair Structure
  - b. By-Laws and Conflict of Interest Clarification
  - c. Structure for Fair Committee Members
  - d. Mutual Respect Policy
  - e. Code of Conduct
6. Eau Claire County / Friends of the Fair MOU - Discussion/Action

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-6945, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

- a. Missy Christopherson
- 7. Eau Claire County Fair, F.O.F, Extension Roles/Responsibilities - Discussion/Action
  - a. Updated Document
- 8. 2024 Fair - Discussion/Action
  - a. Committee Assignments
    - 1. Fair Committee Chair-
    - 2. Animal Coordinator-
    - 3. Expo Coordinator-
    - 4. Awards Coordinator-
    - 5. Schedule/Activities-
    - 6. Sign-up Genius & Volunteers-
    - 7. Set up & Take down-
    - 8. Oversight (Insurance/Legal Health)-
    - 9. Food-
- 9. Fair Committee Structure Fair Representative Reports - Discussion/Action
  - a. County Board - Missy
  - b. Livestock - Derrick
  - c. Extension - Rachel
  - d. Friends of the Fair - Tammy
    - Financial Report
    - Exhibitor Checks
- 10. Fair Coordinator Report - Discussion/Action
  - a. Updates
  - b. Fairbook Edits
- 11. Announcements
- 12. Future Agenda Items
- 13. Future Meeting Date
  - a. November 8, 2023, at 7:00 pm
- 14. Adjourn

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**Eau Claire County Fair Committee**  
**Meeting Minutes**

September 13, 2023 at 7:00 PM

Town of Lincoln Town Hall

5555 Green Meadow Rd, Fall Creek, WI 54742

Meeting was called to order by Missy Christopherson, Extension Committee Appointee, at 7:08 p.m. Roll Call and Introductions were made by Fair Committee Members: Missy Christopherson, Jenni Haan, Tammy Schlewitz, Traci Martinson, Derrick Nelson, Devon Hadorn-Papke, Jodi Thesing-Ritter, Valerie Strauch, Rachel Hart-Brinson  
Meg Mueller- Fair Coordinator  
Guest via Webex: Jason Hausler, Assistant Dean, UW-Madison Division of Extension

Appointment of Chair, Vice-Chair and Secretary – Discussion/Action

- a. Chair election resulted in the appointment of Traci Martinson
- b. Vice-Chair election resulted in the appointment of Derrick Nelson
- c. Secretary election resulted in the appointment of Jodi Thesing-Ritter

Newly appointed Chairperson, Traci Martinson, assumed leadership of the meeting

Approval of Committee Minutes - Discussion/Action

- a. August 16, 2023, Motion to approve as presented by Jenny Haan; Second by Derrick Nelson. Minutes were approved unanimously.
- b. July 12, 2023, Motion to approve as presented by Jenny Haan; Second by Missy Christopherson. Minutes were approved unanimously.
- c. Missy Christopherson indicated that Chair Martinson should email Kristin Peterson to indicate that the minutes have been approved and can be posted. Should minutes be amended in future meetings, changes should be sent to Kristin to be posted as amended.

Public Comment

- a. No public comment was presented. Motion made by Missy Christopherson to close public comment; Jenni Haan seconded. Motion passed unanimously.
- b. Clarification was made about how public comment can be received. Public comment made be made in person, via Webex, or by emailing Kristin Peterson or Chair Martinson.

County and Fair Relationship – Discussion Item

- a. Presentation by Jason Hausler, Assistant Dean, UW-Madison Division of Extension  
Assistant Dean Hauslet presented on best practices for supporting fair volunteers. He explained the relationship between fairs and 4-H. Documents will be shared electronically with committee members as we were not able to get the technology to work properly to allow for the documents to be displayed publicly. Jason will continue to serve in a liaison role with the Wisconsin Fairs Association on behalf of UW-Extension to provide clarity about roles and responsibilities of all parties involved in county fairs.
- b. Fair Structure – Discussion  
A rough draft, presented electronically prior to the meeting, was presented to the committee. The rough draft was prepared by Tammy Schlewitz and Meg Mueller.

Committee members asked questions. It was suggested that the draft be discussed again at the next meeting.

c. By-laws and conflict of interest – Discussion/Action

Missy Christopherson read the conflict of interest policy which indicates that anyone who is a voting member of Friends of the Fair or the Livestock Committee. Jenni Haan asked if this applies to the Adult Leaders Association. It was indicated that it does. Jodi asked for clarification – “Does this policy mean that a General Leader would need to step down to be on the Fair Committee?” Rachel Hart-Brinson indicated that the policy does not require such an action. Jodi requested that the policy and by-laws be distributed to the committee electronically. Meg Mueller noted that she will send those documents. Missy Christopherson asked again if this policy would impact any of the committee. All committee members indicated that it did not impact them.

d. Mutual respect policy- Discussion Only

Jenni Haan requested that a statement be added to the mutual respect policy that prevented committee members from speaking negatively about committee members to the public. This item will be added to the agenda for next meeting.

2023 Fair wrap up – Discussion/Action

a. Financial, judges & exhibitor checks – (FOF items, discussion only)

Exhibitor checks have not been mailed. A question was asked for clarification on why the checks have not been sent. Meg Mueller indicated that the financial advisor has recommended that checks be held until the financial review can be completed. Request made for the Friends of Fair representative to present on this at our next meeting.

b. Processes that worked or needs improvement

Rachel Hart-Brinson indicated that there was more set up and take down help in the Expo Building and she appreciated this. Rachel also indicated that the new shelving was appreciated.

Missy Christopherson indicated that more help was needed during judging.

Jodi Thesing-Ritter indicated that youth would like to be able to sign up for their judging times in advance to allow for better scheduling for older youth who may have work or other conflicts.

Rachel Hart-Brinson indicated that it was nice to be able to have the small animal show in the Expo Building was appreciated by exhibitors.

Missy Christopherson indicated that for expo judging it would be nice to have the sheets printed after exhibits were submitted. Meg Mueller explained that this would be complicated. She also indicated that the Chromebooks are available for this as well.

Jodi Thesing-Ritter requested that we consider how to support and encourage young superintendents to remain involved in the fair.

c. Mutual respect incident

Missy Christopherson verbally shared the mutual respect policy process.

Jenni Haan indicated that no complaint was brought to her as chairperson.

Meg Mueller indicated that someone came forward to her and she referred them to follow the mutual respect policy.

A request was made to add a fair committee line item to the mutual respect policy with action be placed on the next meeting agenda.

Meg Mueller recommended that the Eau Claire County Fair Code of Conduct for Disciplinary Process language be considered for use in the Mutual Respect Policy to make the process as accessible possible.

Jodi Thesing-Ritter suggested that communication be made to the potential complainant to remind them of the procedure and invite them to follow the process if they believed the issue needed to be addressed.

Devon Hadorn-Papke made a motion to postpone the issue to date definite; Second by Valerie Strauch, Motion carried.

#### Committee assignments & Responsibilities

Meg Mueller verbally shared the committee assignment opportunities. A request was made for assignment positions and descriptions to be shared in writing with the committee. Meg Mueller will share the positions and descriptions with us electronically prior to our meeting.

Traci will add committee assignments to the next month's agenda so committee members may have time to review the expectations and select their positions.

Fair Committee Coordinator- (FOF Item, Discussion only)

Goals for 2024 Fair

Suggested goals include

- a. Celebration of the 100<sup>th</sup> Anniversary Year
- b. Discussion of allowing alcohol at the Livestock Auction
- c. Fun activities for the exhibitors

#### Fair Representative Reports-

*County Board-* Missy Christopherson reported that the Board is reviewing the budget and the Fair Committee will make a decision about the \$10,000 allocation to the County Fair.

*Livestock-* Bylaws and adult committee- Derrick Nelson asked for clarification on the committee membership and Fair Vet conflict of interest. It was noted that if we can find another fair vet, then the conflict of interest clause would not be effect. Until another vet can be secured, the conflict has been allowed. Derrick Nelson agreed to meet with Meg Mueller and take over communication until an adult leader is secure and will set the agenda for the first meeting.

*Extension-* Rachel Hart-Brinson shared about the position she is recruiting for. Andy Heron is out of the office this week on vacation. She explained that the office has been closed because staff are using their PTO days before the switch to UW-Extension employee status in January.

*Friends of the Fair-* Reminder about the Donkey Races on Saturday, September 23 at 4:00 p.m. Pick up the flyers and tickets from Jenni Haan. Meg also indicated that there is an upcoming meeting. A request was made for committee members to receive notification of the Friends of the Fair meeting schedule.

Rachel Hart-Brinson agreed to send the meeting notice to all committee members.

*Fair Coordinator Report-* Meg reported on the District 2 meeting is on October 10 in Barron. Meg will send the information about the meeting to Traci. Meg shared about attendance at the Wisconsin Association of Fairs in January 7-10.

Jodi Thesing-Ritter requested a written Fair Coordinator report. Meg will send this report electronically.

Chair Martinson recapped future agenda items noted throughout the meeting:

Fair Structure

Mutual Respect Policy Committee Member Public Communication Addition

Superintendent Process

Friends of the Fair Financial Report

Mutual Respect Violation  
Committee Assignments & Responsibilities  
Presentation of the Updated Timeline  
Standing Updates from County Board, Livestock, Extension, Friends of the Fair, Fair Coordinator

It was requested that any other agenda items for the October 11<sup>th</sup> meeting be emailed to Traci Martinson by October 4.

Future Meeting Date:  
October 11, 2023, Lincoln Town Hall is reserved but Chair Martinson will need to confirm new leadership, as per Outgoing Chair Jenni Haan. Chair Martinson agreed to notify the committee of the confirmed location of our next meeting.

Respectfully submitted September 14, 2023,  
Jodi Thesing-Ritter  
Secretary



# Eau County Fair Structure

**Eau Claire County Extension Education Committee**  
Fair Committee is included within the Structure and under the Guidance of the Extension Education Committee. A member of the Extension Committee sits on the Fair Committee.

**4-H Program Educator**  
Non-voting Member of the Fair Committee

**Fair Coordinator**  
Coordinates Fair with guidance from Fair Committee & Friends of the Fair.  
Non-voting member of Fair Committee & Friends of the Fair. Appointed by Friends of the Fair.

**Superintendents**

**Eau Claire County Fair Committee**  
Provides hands-on planning & assistance in the production of the annual Eau Claire County Fair.  
Committee Consists of:  
A County Board Supervisor, 4-H Program Educator, Fair Coordinator, FOF Member, 4-H Leaders Association Member, FFA or Livestock Supporter, 3 Youth (at least one non-animal exhibitor), 2 Members representing Business/Youth Organizations, 2 Members Citizens at Large with Interest in the Fair.

**Livestock Project**  
Provides project updates through the Fair Committee Livestock Liaison.

**Friends of the Fair**  
Financial Support of the Fair.

**Blue Arrows:**  
Partners with Fair Committee  
**Orange Arrows:**  
Reports to Appropriate Committee or Individual



**EAU CLAIRE COUNTY FAIR COMMITTEE  
RULES AND BY-LAWS**

The Eau Claire County Fair Committee (hereinafter "Committee") consists of volunteers who provide hands-on assistance in the planning and production of the annual Eau Claire County Fair ("Fair"). The fair partners with University of Wisconsin Madison, Division of Extension, Eau Claire County (including, but not limited to, the Eau Claire County 4-H program), FFA, and any other approved youth organization. The Committee is a working committee included within the structure and under the guidance of the Eau Claire County Extension Education Committee (hereinafter "Extension Committee").

**BY-LAWS:**

**A. MEMBERSHIP OF THE COMMITTEE:**

Committee members, voting and non-voting, must not be of immediate family relation and living in the same household. The Committee will consist of Two (2) non-voting members and Nine (9) voting members created from the following:

1. The 4-H Program Educator as a non-voting member.
2. The Fair Coordinator as appointed by the Friends of the Fair, as a non-voting member.
3. One (1) member who is either an FFA or agricultural teacher (active or retired); a FFA Alumni; or a member of a livestock group such as Wisconsin Simmental Association, Wisconsin Pork Producers, or Eau Claire County Livestock Project. This person will act as the Livestock Liaison between Fair Committee and the livestock project.
4. Two (2) youth members, of which one must represent the Expo exhibits i.e., photography, arts & crafts, etc. and one must represent livestock exhibits.
5. One (1) member of the Eau Claire County Board of Supervisors, serving on the Extension Committee, to be appointed by the Extension Committee.
6. Two (2) members who are employed by a business or a representative of a youth service agency or organization that provides services to youth such as the Boys & Girls Club, YMCA, Boy Scouts, Girl Scouts, etc.
7. Two (2) members who are citizens at large and who have an interest in the fair.
8. One (1) member who is a member of the Friends of the Fair, other than the Fair Coordinator or One (1) member who is a member of the 4-H Leaders Association.

**B. TERMS OF MEMBERS:**

1. In August 2023 a new committee will be appointed to 1- or 2-year terms as determined by the Extension Committee.
2. Members, other than youth members, will be appointed for a two-year staggered term. Terms will begin on September 1 and end on August 31. Three (3) of the members will begin their terms in even years, and the remaining Four

- (4) will begin their terms in odd years. When vacancies occur the person appointed to fill the term of the departing member will fill out the term of the member who left and then will need to be re-appointed consistent with the staggered term of the member who left the committee.
3. Youth members will be a minimum of 14 years of age when appointed serving one (1) year terms. Youth members may reapply for appointment up to and including the year they turn 21.
  4. All members of the Committee except for the County Board member will be confirmed by the Extension Committee. Nominations for the year will open on June 1 of each year and need to be submitted no later than August 7. Appointments will be confirmed at the August Extension Committee meeting so that those who are confirmed are able to begin their term on September 1.
  5. Members of the Fair Committee will not be voting members or executive board members of other organizations involved in fair activities e.g., Friends of the Fair or Livestock Committee unless they are appointed as a representative of that organization under section A and/or F. If they are serving a term with these other organizations at the time of their appointment to the Fair Committee, they will step down from the other committees within 30 days of appointment. If the committee member does not step down within 30 days of appointment, they will be removed from the Fair Committee.

**C. MEETINGS:**

1. The Committee will hold a minimum of one (1) meeting per month.
2. The meetings will comply with the Wisconsin Open Meetings Law and will post notice of the date, time, place, and agenda of the meeting on the Eau Claire County website.
3. Meetings will be conducted according to Roberts Rules of Order and follow the published agenda.
4. The Chair of the Committee will be a voting member.
5. The Committee will determine the date, time, and location of the following month's meeting as an agenda item for the current meeting.
6. Committee members are encouraged to attend all meetings. If a member misses more than three (3) meetings during a calendar year the Committee may take action to remove the member from the Committee.
7. Annually, after the conclusion of the annual fair and during the September meeting, the Committee as part of its agenda will elect a Chair, Vice Chair, and a recording Clerk from its members. The function of the Chair will be to establish the agenda for the meeting, and to conduct the meetings according to Roberts Rules of Order and consistent with the published agenda. The recording Clerk will take the minutes from the meeting, record the results of votes on motions, type the minutes and provide them to the county for posting on the county website and inclusion with the member meeting packets provided prior to meetings. Copies of the approved minutes will be made public record on the Eau Claire County Website and stored at the offices of the Fair Coordinator.

**D. REPORTING:**

The Committee will designate a member to at least one time per month report the activities of the Fair Committee to the Extension Committee. The report can either be in person or by written report. The Extension Committee can change the frequency of the reporting.

**E. AMENDMENTS:**

These by-laws may be amended by a majority vote of the total members of the Committee. Prior to taking the vote the moving member must provide a written copy of the proposed amendment to all the members of the Committee and the matter must have been placed on the agenda for consideration at a properly noticed meeting.

Once approved by the Fair Committee, the Fair Committee Chair will forward the proposed changes to the Chair of the Extension Committee for review and final approval by the Extension Committee.

**F. FRIENDS OF THE FAIR:**

The committee member representing the Friends of the Fair on the Fair Committee is the liaison for the financial support of the Fair. The Friends of the Fair helps 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 event.

FINAL APPROVED Eau Claire County Fair Committee – February 8, 2023

FINAL APPROVED Eau Claire County, Eau Claire County Education Extension Committee – February 15, 2023

## **Eau Claire County Fair**

### **MUTUAL RESPECT AND TRUST POLICY**

**Policy:** It is the policy of the Eau Claire County Fair (hereinafter "Fair") that all individuals, youth and adults, be treated fairly, respectfully and with dignity. The mission of the Fair is to effectively support and build a community of youth learning leadership, citizenship, and life skills. All youth organizations which participate in the Fair have similar missions to accomplish this positive youth development.

**Scope:** This policy pertains to ALL individuals, youth and adults, who participate in the Fair activities, regardless of membership. This includes the members of all youth organizations who are eligible to enter the county fair, including FFA, 4-H, scouting organizations, breed organizations, etc. This applies to all types of interactions including those that are face-to-face, electronic, across all social media platforms, and written.

**Objective:** To promote a safe, cooperative, and enjoyable environment that supports the growth and mentorship of youth and adults alike. This means:

1. Supporting the missions of the Fair.
2. Creating positive, fun environments for all.
3. Developing policies and procedures that are ALWAYS for the good of the youth.
4. Focusing on future solutions, rather than past blame.
5. Looking for solutions that meet everyone's needs.

**Procedure:** Everyone is expected to adhere to the Mutual Respect and Trust Standards demonstrating mutual respect toward youth and adults alike.

Always Demonstrating proper manners and common courtesy.

Using respectful language in all verbal, written and electronic communication.

Being open and attentive to the point of view of others.

Listening actively and effectively to understand others.

Using input and feedback in a respectful manner.

Expressing disagreements tactfully and respectfully.

Respecting the ideas, values, and traditions of others.

Maintaining composure under stress or pressure.

Following the ground rules established for committees and other groups.

Empowering and trusting individuals and committees to do the tasks they have been charged with.

Everyone has the responsibility to support an organization free from all forms of disrespectful behavior. Disrespectful behavior can be directed at or instigated by anyone having an interaction whether youth or adults.

Disrespectful behavior includes ignoring, condescending, sarcastic, rude or any other ill-mannered language or conduct such as disrespectful tone of voice or body language, mimicry, sexual harassment, or any other form of disrespectful behavior directed towards others, whether verbal, written, visual or using electronic communications, and across all social media platforms.

Disrespectful behavior of any kind, ranging from subtle hints or conduct to overt acts, is not acceptable.

**How to respond to an offender:**

A. Anyone who is treated disrespectfully is encouraged to make it known to the offending individual that the behavior is offensive. Whenever possible, the recipient should make a direct attempt at resolution by informing the offending individual, either verbally or in writing that the conduct is considered disrespectful and must stop immediately.

B. If the response of the offender is unsatisfactory, or the recipient feels uncomfortable confronting the offender, a grievance can be submitted to the Fair Committee Chair. The Fair Committee Chair will attempt to mediate with both parties seeking a resolution. If there is a conflict of interest between the Chair and the person(s) involved, the Vice chair will mediate. If the vice chair has a conflict of interest, the secretary will mediate. If the Secretary has a conflict of interest, the matter will be taken to the Fair Committee at a publicly noticed meeting to address the concerns. Conflict of interest is defined as family member involvement in the complaint or if the mediator or the mediator's family stand to gain personally or financially and as defined in the EC county code and the Wisconsin state statutes.

C. If resolution is not accomplished, this grievance shall be presented to the Fair Committee at a publicly noticed meeting. Grievances shall be responded to within 60 days. Upon creation of the EC county ethics board the FC would be subject to rules created therein.

D. A formal meeting will occur between the parties involved, the leadership team of the Fair Committee and Fair Coordinator. The Fair Committee and Fair Coordinator have the right to request separate or joint meetings between parties. If reconciliation cannot be accomplished, it will remain the right of the Fair Committee and Fair Coordinator to make final recommendations to all parties involved following mediation. Based on the severity of the violation in mutual respect, actions may include requesting those youth or adults involved to abstain from attending any Eau Claire County Fair events. In severe cases, exploring termination of participation in any future Fair may be suggested.

At all times, mediation and resolution will be done respectfully between all parties involved.

### **Mutual Respect and Trust Standards**

How we treat and communicate with each other drives the success and enjoyment of everyone's involvement in the Fair. This applies to all types of interactions including those that are face-to-face, electronic, written, and across all social media platforms.

**Respect:** Everyone shall always be treated with respect. Listening until the speaker is finished, use of appropriate tone of language, positive nonverbal behavior and gestures, positive attitudes, all shall reflect this respect and dignity of the individual especially during times of disagreement. Examples of disrespectful behavior would also include gossiping, negative labeling, questioning someone's decisions or actions in a public forum and ignoring an individual.

**Language:** Everyone is expected to be courteous and professional in communicating with others. No one shall use language that is profane, vulgar, condescending, demeaning, degrading, sarcastic, sexually suggestive or explicit, or intimidating, racially/ethnically/religiously slurring in any setting when communicating with or about others.

**Behavior:** Everyone is expected to refrain from any behavior that is deemed to be disrespectful, harassing, or intimidating to another individual.

**Confidentiality:** Protecting the privacy of individuals during mediation/reconciliation is the responsibility of the Fair Committee and Fair Coordinator. Everyone has the right to have issues dealt with in a confidential manner.

**Feedback:** Everyone will strive to give others prompt, direct and constructive feedback when concerns or

disagreements arise. Feedback should be given objectively, respectfully, and directly to the person(s) involved in a confidential, private setting.

**The Eau Claire County Fair Equity, Social Justice, Diversity and Inclusion (ESDI) Policy. The Fair will work within the guidelines set forth by the Eau Claire County policy. Definitions of the ESDI:**

**Equity:** Conditions that support fairness and justness based on individual needs and circumstances where all members have opportunities to thrive and realize their best within the community

**Social Justice:** The objective of creating a fair and equal society in which each individual matters, their rights are recognized and protected, and decisions are made in ways that are fair and honest.

**Diversity:** Both observable and non-observable individual differences (life experiences, work context, learning and working styles, personality types among others) and group/social differences (race, gender identity and expression, age, social class, country of origin, ability, beliefs, intellectual and cultural perspectives, among others) that can contribute to organizational vibrancy and a dynamic community

**Inclusion:** Proactive, intentional, and thoughtful engagement with diversity to the extent that all feel welcome and have the ability to contribute fully and effectively throughout the community as authentically as each individual chooses to present themselves, with room to grow.

FINAL APPROVAL Eau Claire County Fair Committee - February 8, 2023

FINAL APPROVAL Eau Claire County, Eau Claire County Education Extension Committee –February 15, 2023

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN EAU CLAIRE COUNTY THROUGH ITS EXTENSION EDUCATION COMMITTEE, THE FAIR COMMITTEE, AND THE FRIENDS OF THE FAIR FOR OPERATION AND MONETARY SUPPORT OF THE EAU CLAIRE COUNTY FAIR**

**I. PARTIES**

This Agreement is between Eau Claire County, Wisconsin, a quasi-municipal corporation, ("County"), through the 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 721 Oxford Ave, Eau Claire, WI 54703 with the Eau Claire County Friends of the Fair (hereinafter "FOF"), located at PO Box 434, Augusta, WI 54722.

**II. TERM OF MOU**

Services under this Agreement shall commence upon the approval and signature of all parties for the 2024 Eau Claire County Fair and budget and continue through the 2026 Eau Claire County Fair, provided the parties are not in default. Thereafter, by mutual agreement the parties may extend the term of this MOU for one (1) additional successive five (5) year period commencing upon the expiration of the initial term.

The MOU may be extended only by mutual agreement of the parties. Said (1) additional successive five (5) year period must be approved by the County through its appropriate Committees, Board, and Administrator; as well as FOF.

Parties may terminate or modify said MOU upon any substantial change to the bylaws, committee structure or by mutual agreement.

**III. PURPOSE OF MOU**

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

**IV. RESPONSIBILITIES**

The Parties agree:

1. The Fair Committee operates the Eau Claire County Fair and is responsible for all Bylaws, rules, policy, and approval of contracts for the Fair.
2. The Eau Claire County Fair Committee is a working committee comprised of volunteer members providing hands-on assistance in the production of the annual County Fair. Members are organized as the following to limit conflicts of interest and ensure diversity among membership.

The current Bylaws for the 2024 Eau Claire County Fair describe the makeup of the Fair Committee as the following: Two (2) non-voting members and nine (9) voting members created from the following:

- a) The 4-H Program Educator as a non-voting member.
  - b) The Fair Coordinator is appointed by the Friends of the Fair, as a nonvoting member.
  - c) One (1) member who is either an FFA or agricultural teacher (active or retired); a FFA Alumni; or a member of a livestock group such as Wisconsin Simmental Association, Wisconsin Pork Producers, or Eau Claire County Livestock Project. This person will act as the Livestock Liaison between the Fair Committee and the livestock project.
  - d) Two (2) youth members, of which one must represent the Expo exhibits i.e., photography, arts & crafts, etc. and one must represent livestock exhibits.
  - e) One (1) member of the Eau Claire County Board of Supervisors, serving on the Extension Committee, to be appointed by the Extension Committee.
  - f) Two (2) members who are employed by a business or a representative of a youth service agency or organization that provides services to youth such as the Boys & Girls Club, YMCA, Boy Scouts, Girl Scouts, etc.
  - g) Two (2) members who are citizens at large and who have an interest in the fair.
  - h) One (1) member who is a member of the Friends of the Fair, other than the Fair Coordinator or One (1) member who is a member of the 4-H Leaders Association.
3. 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.
  4. Per Eau Claire County Code 2.04.450, the Extension Education Committee has oversight of its sub-committees.
  5. The committee shall be responsible to the county board for the departmental policy and oversight of the county extension department and its board authorized functions, including the Eau Claire County Junior Fair Committee.
  6. The committee shall exercise those powers and duties authorized under Wis. Stat. § 59.56(3). All agreements under Wis. Stat. § 59.56(3)(c) 2., shall be approved by the county administrator.
  7. The Fair Committee is a sub-committee of the Extension Education Committee.
  8. The Eau Claire County Fair is thus overseen by Eau Claire County.
  9. 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.



FOF receives and disperses funds to operate and support the Fair through donations, fees, and sponsorships.

10. Donations, fees, and sponsorships for the Fair are paid directly to FOF.
11. 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 DATCP, which governs Wisconsin county fairs. The FOF shall be responsible for making the appropriate payments for judges, awards, operating supplies, extra help, and other expenses.

## **V. RESPONSIBILITIES FOR FAIR EXPENSES**

For services rendered under this contract, the Fair Committee shall approve all contracts associated with the fair prior to presenting the contracts 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. Approved operating costs associated with the Fair.
3. Eau Claire County shall annually provide ten-thousand dollars (\$10,000) in funding to the FOF for the Eau Claire County Fair as described in article II. The \$10,000 in funds are provided by Eau Claire County are specifically for the rental of the Exposition Center, tent rental, and sanitation for the Eau Claire County Fair.
4. Eau Claire County is not responsible for any expenses, direct payments, or invoices regarding the Eau Claire County Fair, including items cited in V (3).

## **VI. CANCELLATION OF FUNDING**

For any year in which FOF does not hold the Eau Claire County Fair, rent the expo center, or is in breach of this contract, Eau Claire County is not required to submit funding to FOF.

## **VII. 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, President, P.O. Box 434, Augusta, WI 54722.

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

### **VIII. MUTUAL INDEMNIFICATION**

The parties agree to fully indemnify and hold one another harmless from and against all claims, actions, judgements, 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.

### **IX. 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.

### **X. 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 a cumulative and in addition to any other remedies provided by law.

### **XI. 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.

### **XII. 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.

### **XIII. 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.

#### **XIV. STATUTORY PROTECTIONS**

It is agreed by the parties that nothing in this Contract, including 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.

#### **XV. 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.

#### **XVI. NON-ASSIGNMENT OF AGREEMENT**

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

#### **XVII. MODIFICATIONS TO AGREEMENT**

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

#### **XVIII. INTEGRATION OF AGREEMENT**

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous MOUs and 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 of the MOU.

#### **XIX. 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 (6) 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, Date  
County Administrator

---

Steve Erdman, Date  
President of Friends of the Fair

---

Missy Christopherson, Date  
Chair of Extension Education Committee

---

Traci Martinson, Date  
Chair of the Fair Committee

**DISCUSSION ONLY**  
**ROUGH DRAFT**

**Article I. Offices**

**Mission Statement: 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.**

**1.01 Principal and Business Offices.**

The corporation may have such principal and other business offices within the State of Wisconsin, as the Board of Directors may from time to time designate or as the business of the corporation may from time to time require, with the location of the initial principal office of the corporation being, however, within Eau Claire County, Wisconsin.

**1.02 Registered Office.**

The registered office of the corporation as required to be maintained within the State of Wisconsin, may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors or by the Registered Agent. In any case, the business office of the Registered Agent of the corporation shall be identical to the registered office.

**Article II. Membership**

**2.01 Membership.**

The membership shall be comprised of residents of Eau Claire County, Wisconsin, regardless of race, color or creed as shall indicated their election to become a member of the Eau Claire County Friends of the Fair, Inc. by a donation of one hundred dollars or more, which payment shall entitle such person to a life membership, provided said member attend at least one annual meeting in every fifth year.

**2.02 Annual Meeting.**

The Annual Meeting of the membership shall be held the last full week of-September-date, time, and location will be posted two weeks prior to meeting. The purpose of the Annual Meeting is to elect directors and for the transaction of such other business as may come before the meeting.

**2.03 Special Meeting.**

Special meetings for the membership, for any purpose of purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors or by

the person designated in the written request endorsed by not less than one-tenth of the members of the corporation entitled to at the meeting.

**2.04 Place of Meeting.**

The place of meeting for any annual meeting or for any special meeting shall be as designated by the Board of Directors. Additionally, a waiver of notice signed by all members entitled to vote at a meeting may designate any place as the place for the holding of such meeting. If no designation is made, the place of meeting shall be within Eau Claire County, Wisconsin; at the various Town Halls or such other suitable place within the County as may be designated by the person calling such meeting, but any meeting may be adjourned to reconvene at any place designated by vote of a majority of the membership represented thereat.

**2.05 Notice of Meeting.**

Notice of the annual meeting of the corporation, stating the place, day and hour of the meeting shall be published in the official county courthouse; In the case of special meetings, notice shall also state the place, day and hour of the meeting, the purpose or purposes for which the same is called, and shall be made by mail or email at the direction of the Board of Directors, President or other officer or person calling said meeting to each member of record entitled to vote at such meeting. Notice by mail shall be deemed to be delivered when deposited in the United States mail, addressed to the member as the member's address appears upon the record books of the corporation, with postage thereon prepaid, provided that the same be mailed not more than 20 nor fewer than 10 days before the date of said special meeting. Email notification should be not less than 5 days before the date of said special meeting.

**2.06 Voting Records.**

The officer having charge of the corporate record books shall before or at the time of each meeting of the membership have a complete record of the members entitled to vote at such meeting, or any adjournment thereof, which shall include the address of each. Such records shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original record books shall be prima facie evidence as to who are the members entitled to examine such records or to vote at any meeting of the membership. However, failure to comply with the requirements of this action shall not affect the validity of any action taken at such meeting.

**2.07 Quorum.**

A majority of the members entitled to vote, represented in person, shall constitute a quorum at a meeting of the membership. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the membership unless the vote of a greater number is required by law or the Articles of Incorporation. Though less than a quorum of the outstanding membership is represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

**2.08 Conduct of meeting.**

The President, and in their absence, the Vice-president, or in their absence, any person chosen by the membership present shall call the meeting of the membership to order and shall act as chairman of the meeting, with the secretary, the presiding officer may appoint any other person to act as secretary of that meeting.

**2.09 Proxies.**

Proxies will not be allowed to vote. Members must be present to vote.

**2.10 Voting.**

Each member shall be entitled to one vote upon each matter submitted to a vote at a meeting of the membership.

**2.11 Waiver of Notice by Member.**

Whenever any notice whatever is required to be given to any member of the corporation the Articles of Incorporation or By-laws or any provision of law, a waiver there of in writing, signed at any time, whether before or after the time of meeting, by the member entitled to such notice, shall be deemed equivalent to the giving of such notice; provided that such waiver in respect to a matter of which notice is required under any provision of law, shall contain the same information as would have been required to be included within such notice, except the time and place of meeting.

### **Article III. Board of Directors**

**3.01 General Powers and Number.**

The business and affairs of the corporation shall be managed, except as otherwise provided, by its Board of Directors. Voting and non-voting directors must not be of immediate family relation and living in the same household. The committee will consist of two (2) non-voting members and nine (9) voting members created from the following:

1. The 4H Program Educator as a non-voting member.
2. The Fair Coordinator as appointed by the Friends of the Fair as a non-voting member.
3. One (1) member who is either an FAA or agricultural teacher (active or retired); an FFA livestock group such as Eau Claire County Livestock Project. This person will act as the Livestock Liaison between Friends of the Fair and the livestock project.
4. One (1) youth member
5. One (1) member of the Eau Claire County Board of Supervisors, serving on the Extension Committee, to be appointed by the Extension Committee.
6. Two (2) members who are employed by a business or representative of a youth service agency or organization that provides services to youth such as the Boys & Girls Club, YMCA, Boy Scouts, Girls Scouts, etc.
7. Two (2) citizens at large and who have an interest in the Fair.
8. One (1) member who is a member of the 4H Leaders Association

9. One (1) member who is employed at a financial institution or have a background in finance.

**3.02 Tenure and Qualifications.**

Each director shall be a member of the corporation. At the first annual meeting three directors shall be elected for a one-year term, three directors for a two-year term, and three directors for a three-year term. Each director shall hold office until the next annual meeting when their term shall expire and until the successor shall have been elected, or until their prior death, resignation or removal. A director may be removed from office by affirmative vote of a majority of the membership entitled to vote for the election of such director, taken at a meeting of the membership called for that purpose. A director may further resign at any time by filing their written resignation with the secretary of the corporation.

**3.03 Regular Meetings.**

A regular meeting of the Board of Directors shall be held without other notice than this By-law immediately after the annual meeting of the membership, and each adjourned session thereof. The place of such regular meeting shall be the same as the place of the meeting of the members which precedes it, or such other suitable place as may be announced at such meeting of the membership. The Board of Directors may provide, by resolution, for the holding of additional meetings without other notice than such resolution.

**3.04 Special Meetings.**

Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any two directors. The President or Secretary calling any special meeting of the Board of Directors may fix any place for holding said special meeting and if no place be designated, then the same shall be the principal office of the corporation.

**3.05 Notice; Waiver.**

Notice of each special meeting of the Board of Directors shall be given by writing delivered personally, mailed or emailed to each director as their address shall appear upon the corporate records as a member, in each case not less than five nor more than ten days prior thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails so addressed, with postage thereon prepaid. Email shall be not less than 5 days before said meeting.

Whenever any notice whatever is required to be given to any director, whether under the Articles of Incorporation or By-laws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting. By the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at meeting shall further constitute a waiver of notice for such meeting, except where a director attends a meeting and objects thereat to the transaction of business upon the basis that said meeting is not lawfully called or convened. Neither the business



to be transacted nor the purpose of any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

**3.06 Quorum.**

A majority of the number of directors as herein provided for shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number be otherwise required, but a majority of the directors present, thereof, though less than a quorum, may adjourn a meeting from time to time without further notice.

**3.07 Conduct of Meeting.**

The President, and in their absence the Vice-president, and in their absence, a director chosen by the directors present, shall call meetings of the Board of Directors to order and shall act as chairman of the meeting. The secretary of the corporation shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any other person present to act as secretary of the meeting.

**3.08 Vacancies.**

Any vacancy occurring upon the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled until the next succeeding annual election by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors; provided, that in case of a vacancy created by the removal of a director by or of the membership, the membership shall have the right to fill such vacancy at the same meeting or any adjournment thereof.

**3.09 Committees.**

The Board of Directors by resolution adopted by the affirmative vote of a majority of the number of directors may designate one or more committees. Each committee to consist of three or more directors elected by the board of directors and as thereafter supplemented or amended by further resolution adopted by a like vote, which committees or committee shall have and may exercise, when the Board of Directors is not in session, the power of the Board of Directors in the management of the affairs of the corporation, except action in respect to which the entitled Board of Directors may be required. The Board of Directors may elect one or more of its members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such committee meeting. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

## **Article IV. Officers**

**4.01 Number.**

The principal officers of the corporation shall be a President, a Vice-president, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other

officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Each officer must be held by an individual officer. An individual must not occupy more than one office. Each officer must not reside in the same household.

**4.02 Election and Term of Office.**

The officers of the corporation shall be elected annually by the Board of directors at the first meeting of the Board of Directors held after each annual meeting of the members, except that the same may initially be elected at a special meeting of the Board prior to the first annual meeting of the membership for a term of office to run until the election of a successor at the first regular meeting of the Board of Directors following such first annual meeting of the membership. If the election of officers shall not be held as herein designated, such election shall be held as soon thereafter as conveniently may be done. Each officer shall hold office until his successors shall have been duly elected or until his prior death, resignation or removal.

**4.03 Removal.**

Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

**4.04 Vacancies.**

A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

**4.05 President.**

The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. They shall, when present, preside at all meetings of the members and of the Board of Directors. They shall have authority subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the corporation as they shall deem necessary to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. They shall have authority to sign, execute and acknowledge on behalf of the corporation, all deeds, mortgages, bonds, stock certificates, contracts, lease, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular purposes, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, they may authorize any Vice- president or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his place and stead. In general they shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**4.06 Vice-president.**

In the absence of the President or in the event of their death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice-president shall perform the duties of the President, and when so acting, shall have all

the powers of and be subject to all the restrictions upon the President. Any Vice-president may sign, with the Secretary, any instruments of the corporation; and shall perform such other duties and have such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The execution of any instrument of the corporation by the Vice-president shall be conclusive evidenced, as to third parties, of his authority to act in the stead of the President.

**4.07 Secretary.**

The Secretary shall: (a) Keep the minutes of the meetings of the members and or the Board of Directors in one or more books provided for that purpose; (b) See that all notices are duly given in accordance with the provisions of these By-laws or as duly given in accordance with the provisions of these By-laws or as required by law; (c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) Keep or arrange for the keeping of a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) In general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

**4.08 Treasurer.**

The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) Receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with provisions of Section 5.04; and (c) In general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to them by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of their duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**4.09 Fair Coordinator.**

The Friends of the fair officers and Board of Directors shall elect a Fair Coordinator for a one year, salary paid position at the September meeting. The position will be advertised in early August and applications will be due and interviews will take place at the end of August with the Fair Coordinator hiring committee. The salary will be determined at the time of hire. Duties are outlined in the Fair Coordinator description document. This person will attend Friends of the Fair meetings and submit a monthly detailed report to be included in the respective meeting notices. Report to include tasks performed that month and working hours specifically allocated. The Fair Coordinator will attend the Friends of the Fair meetings but have no voting in the proceedings. The Fair Coordinator may represent the Eau Claire County Junior Fair in other organization capacities (i.e. Eau Claire County park and Forest Committee. The Fair Coordinator serves at the pleasure of the Friends of the Fair and the Fair Committee with respect to County Fair activities and has the authority and duties

detailed in the Roles and Responsibilities document, subject to any limitations provided by state law, County regulation and the Agreement. The Fair Coordinator should also be responsive to individual member concerns and viewpoints to the extent not inconsistent with the direction given by a majority of the Friends of the Fair.

Subject to the provisions of these Bylaws and the Roles and Responsibilities document, Friends of the

Fair and Fair Committee direction, and Eau Claire County policies, rules and regulations, the Fair Coordinator has the duties and general powers to act on behalf of Friends of the Fair, Fair Committee and the Eau Claire County Junior Fair.

#### **4.10 Social Media Coordinator.**

The social media coordinator is a volunteer position for the organization and shall serve for a one-year elected term that coincides with the Friends of the Fair fiscal calendar. The Social Media Coordinator shall maintain the organization's social media platforms and work collaboratively with the Webmaster and Fair Coordinator. The responsibilities of the Social Media Coordinator include the following: create and post resources and news across all social media platforms; solicit material for platform post and assist in navigating the association's various social media platforms.

## **Article V. Contracts, Loans, Checks and Deposits: Special Corporate Acts and Assets**

#### **5.01 Contracts.**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge made by the President or the Vice-president and by the Secretary or the Treasurer when necessary or required, shall affix the corporate seal thereto; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or offices.

#### **5.02 Loans.**

No indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

#### **5.03 Checks, Drafts, etc.**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or

officers, agent or agents of the corporation and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

**5.04 Deposits.**

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

**5.05 Benefit of Assets**

No part of the assets of the Friends of the Fair, Inc. shall inure to the benefit of any director or officer of the Friends of the Fair, Inc. or any private individual except that reasonable compensation may be paid for services rendered in carrying out the purposes of the Friends of the Fair, Inc. on behalf of the Friends of the Fair, Inc.

**5.06 Dissolution.**

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation in such manner or to such organization or organizations organized and operated exclusively for educational, charitable, religious, scientific or literary purposes as shall at that time qualify as an exempt organization or organization under Section 501c(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the circuit court of the county on which the last principal office of the Corporation was located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**Article VI. Indemnification of Directors, Officers, Employees and  
Agents**

**6.01.1 Liability of Directors and Officers**

No person shall be liable to the Corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a director or officer of the Corporation or any other corporation which he serves as a director or officer at the request of the Corporation, in good faith, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs, or (b) took or omitted to take such action in reliance upon the advice of the counsel for the Corporation or upon statements made or information furnished by officers or employees of the Corporation which he/she had reasonable grounds to believe to be true.

**6.02 Indemnity of Officers and Directors**

Every person who is or was a director or officer of the Corporation, and any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, shall (together with the heirs, executors, and administrators of that person) be indemnified by the Corporation against all costs, damages, and expenses asserted against, incurred by, or imposed upon him/her in connection with or resulting from any claim, action, suit, or proceeding, including criminal proceedings, to which he/she is made or threatened to be made a party by reason of his/her being or having been such director or officer, except in relation to matters as to which a recovery shall be had against him/her by reason of his/her having been finally adjudged in such action, suit, or proceeding to have been guilty of fraud in the performance of his/her duty as such officer or director. This indemnity shall include reimbursement of amounts and expenses incurred and paid in settling any such claim, action, suit, or proceeding. In the case of a criminal action, suit, or proceeding, a conviction or judgment (whether based on a plea of guilty or *nolo contendere* or its equivalent, or after trial) shall not be deemed an adjudication that such director or officer is guilty of fraud in the performance of his/her duties, if such director or officer was acting in good faith in what he/she considered to be the best interests of the Corporation and with no reasonable cause to believe that the action was illegal.

**6.03 Indemnification of Employees and Agents.**

The Corporation, by resolution of its Board of Directors, may indemnify in like manner, or with any limitation, any employee or agent, or former employer or former agent, of the Corporation with respect to any action taken or not taken in his/her capacity as an employee or agent.

**6.04 Indemnification Provided in Article V not Exclusive.**

The indemnification provided by this Article V shall not be deemed exclusive of any other rights to which those indemnified may be entitled as a matter of law.

**6.05 Liability Insurance.**

This Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under this Article VII.

## Article VII. Amendments

### 7.01 By Membership.

These By-laws may be altered, amended or repealed and new By-laws may be adopted by the members by affirmative vote of not less than a majority of the members present or represented at any annual or special meeting of the members at which a quorum is in attendance.

### 7.02 By Directors.

These By-laws may also be altered, amended or repealed and new By-laws may be adopted by the Board of Directors by affirmative vote of a majority of the number of directors present at any meeting at which a quorum is in attendance; but no By-laws adopted by the members shall be amended or repealed by the Board of Directors if the By-laws so adopted so provide.

### 7.03 Implied Amendments.

Any action taken or authorized by the members or by the Board of Directors, which would be inconsistent with the By-laws then in effect, or taken or authorized by affirmative vote of not less than the number of members or the number of directors required to amend the By-laws would be consistent with such action shall be given the same effect as though the By-laws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

### 7.04 Eau Claire County Junior Livestock Committee

The Eau Claire County Friends of the Fair, Inc. recognizes the Eau Claire County Junior Livestock Committee as a subcommittee of the Eau Claire County Friends of the Fair, Inc. As a subcommittee, the

Eau Claire County Junior Livestock Committee will operate in conjunction with the Eau Claire County

Friends of the Fair, Inc., but continue to create and act upon its own agenda and bylaws.

The Eau Claire

County Friends of the Fair, Inc. must approve any Eau Claire County Junior Livestock Committee bylaw amendments or changes. Both organizations will continue to operate their own budget and finances, separate from each other and any other subcommittee.

Voting members of the Eau Claire County Junior

Livestock are intended to be the youth members with adult oversight. An Eau Claire County Junior

Livestock Committee representative will report a summary of activity at ongoing Eau Claire County Friends of the Fair meetings. The main purpose of the Eau Claire County Junior Livestock Committee is education.

