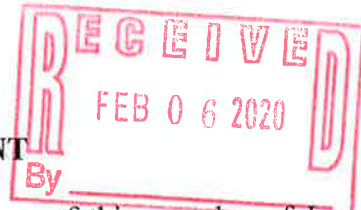


FISCAL AGENCY AGREEMENT



This Fiscal Agency Agreement (“Agreement”) effective as of this ___ day of January, 2020, 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. (“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. For purposes of the direction necessary to administer and disburse Funds, WCA shall be entitled to rely upon written notice from WEXA as to the individual associated with WEXA that has the authority to make such direction. WCA shall be entitled to rely upon the direction provided by the designated individual without any further inquiry. Absent WEXA’s written designation of the individual authorized to make a direction, WCA shall not administer or disburse Funds. The Funds shall be held by WCA as fiscal agent for WEXA in a segregated account that may be in the name of WCA but identified as containing the Funds. WCA shall invest the funds in a low-risk manner in accordance with its own investment policies and practices understanding that the Funds will necessarily require liquidity based upon WEXA’s operational needs for the Funds. 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. For avoidance of doubt, WCA shall charge WEXA the amount of all required withholdings associated with the payment of per diems to members of the WEXA Board.

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 request an opportunity to inspect or otherwise copy the underlying documentation related to the accounting.

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

By: Allen Behl

Name: Allen Behl

Title: Secretary/Treasurer

WISCONSIN COUNTIES
ASSOCIATION

By: Mark D. O'Connell

Name: Mark D. O'Connell

Title: Executive Director