

FUNDS TRANSFER AGREEMENT

This Funds Transfer Agreement (“Agreement”) effective as of this 9 day of January, 2020, 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.

[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

ASSOCIATED COUNTIES

ASSOCIATION

By: Allen Behl
1-9-20

Name: Allen Behl

Title: Secretary/Treasurer

EXTENSION COMMITTEES

By: Robert W Krause
Jan 9-2020

Name: Bob Krause

Title: President

32690046_4.DOC