

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2024-100**

**EXTENDING THE TERMS OF THE DEFOREST AREA JOINT COMMUNITY CENTER COMMISSION
FISCAL SERVICES AGREEMENT**

WHEREAS, the DeForest Area Joint Community Center Commission (Commission) and Village of Windsor (Windsor) entered into a Fiscal Services Agreement (the "Agreement") on January 25, 2024, relating to employment of the Center employees and managing the financial accounts of the Commission, attached hereto as Exhibit A; and

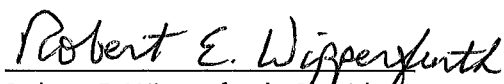
WHEREAS, the Fiscal Services Agreement terminates on December 31, 2024; and

WHEREAS, the Commission desires to extend the Fiscal Services Agreement for a term of one year as provided in the First Amendment to the Fiscal Services Agreement attached hereto as Exhibit A.

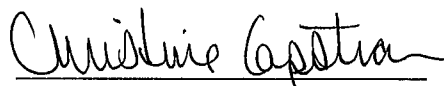
NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor that First Amendment to the Fiscal Services Agreement, attached hereto as Exhibit B, is approved and the Village President and Clerk are authorized to execute said amendment on behalf of the Village.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on December 5, 2024, by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Exhibit A: Fiscal Services Agreement

Exhibit B: First Amendment to the Fiscal Services Agreement

FISCAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into by and between the DeForest Area Joint Community Center Commission (hereafter the "Commission") and Village of Windsor (hereafter "Windsor") effective on the date of the last signature hereto.

WHEREAS, the Commission is an intermunicipal commission created pursuant to Wis. Stats. §66.0301 to provide services to senior citizens in the area, and to operate the programs of the Cornerstone Community Center (the "Center"); and

WHEREAS, the Commission has requested that Windsor employ the current employees of the Commission as well as future employees desired by the Commission and assign those employees to serve the Commission under the day-to-day supervision of its Center Director; and

WHEREAS, the Commission has also requested that Windsor manage the financial accounts of the Commission; and

WHEREAS, Windsor is willing to become the employer of the Commission's current employees and future employees and assign those employees to serve the Commission and to manage the financial accounts of the Commission on the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Personnel Services.

- (a) The Commission shall select a Center Director, and such other employees, as the Commission deems necessary. The Commission shall review job descriptions as necessary to implement any appropriate changes thereto. Upon the request of the Commission, Windsor shall hire the selected applicants unless Windsor determines that an applicant does not meet the minimum qualifications for employment under standard Windsor policies. Applicants hired pursuant to a request by the Commission shall be referred to herein as "Borrowed Employees."
- (b) The Borrowed Employees shall remain employees of Windsor, but shall be assigned exclusively to the Commission to work under the day-to-day direction and control of the Commission. The Borrowed Employees shall be subject to all of the terms and

conditions of the Village of Windsor Personnel Manual, except as expressly provided in this Agreement.

- (c) Windsor shall be responsible for administering all payroll, payroll withholding and reporting, employee benefits and other personnel administration for Borrowed Employee to the same extent as other Windsor employees.
- (d) The Center Director shall, upon request of Windsor, attend any meetings of department heads held by Windsor.

2. Termination of Borrowed Employees. Employment of the Center Director may be terminated by Windsor upon a written request from the Commission. All other Borrowed Employees may be terminated by Windsor upon agreement by the Center Director and the Windsor Village Administrator. In the event the Center Director and Administrator cannot agree on the propriety of termination, either may present the question to the Commission for a final decision. In the case of any Borrowed Employee whose termination is requested by the Center Director or the Commission, Windsor shall have the option to retain such employee and assign that employee to duties not involving work for the Commission.

3. Charges for Services. The Commission shall reimburse Windsor for the full cost incurred by Windsor for all Borrowed Employees, including, but not limited to wages, salary, overtime pay, vacation benefits, sick time, health insurance premiums, retirement contributions, payroll taxes and all other expenses. Reimbursement shall be made within 30 days of invoicing by Windsor, which shall occur on a monthly basis. In addition to the reimbursement of such expenses, the Commission shall pay Windsor the sum of \$500 in advance on or before the first day of each calendar quarter to compensate Windsor for the administration of such employees and employee benefits and other financial services provided pursuant to this Agreement.

4. Financial Management. Windsor will establish both an account with the Wisconsin Local Government Investment Pool (LGIP) and a checking account at a local banking institution designated exclusively for deposits and withdrawals of Commission funds. To the extent allowed by applicable financial institution policies and procedures, the Commission, or its designees, may deposit Commission funds directly to the accounts. All withdrawals from the accounts shall be accomplished by a check, debit card or pre-approved automated clearing house ("ACH") transaction. Transactions on the accounts shall be governed by the following provisions:

- (a) *Signatories.* There shall be two signatories on both accounts: one representing Windsor and one representing the Commission. The signatory for Windsor shall be the Windsor Finance Director, Administrator or other designee and the signatory for the Commission shall be the Center Director or other designee. Both signatories shall have direct access to account records.
- (b) *Debit Card Transactions.* Debit card transactions shall be allowed for minor purchases of supplies and other incidental purchases but shall not exceed the amount of \$4,000 for any one transaction or series of related transactions intended to avoid such limit.
- (c) *ACH Transactions.* Recurring payments for utilities or similar expenses may be made through ACH transactions, provided that the ACH account has been authorized in

writing by the Commission, including by listing the recurring payment on the Commission's annual budget.

- (d) *Checking Disbursements.* All checks drawn on the accounts shall require the countersignature of the Windsor Finance Director or Administrator. The Windsor signatory shall sign checks for all expenditures that have been approved in writing by the Commission or by an appointed Commission member delegated such authority other than the Commission's signatory. Neither the Windsor signatories nor any other Windsor officer or employee shall have any obligation to further determine the Commission's authorization of any expenditure or the authority of the Commission signatories to disburse the funds in the manner requested. Signatures by the Windsor signatories shall not constitute an approval of the propriety of any expenditure and Windsor shall have no liability to the Commission for losses sustained as a result of having countersigned any check.
- (e) *Account Balance.* The Commission shall be solely responsible for assuring that any required minimum balance is maintained in the accounts and in no case shall withdrawals be allowed which would bring the balance in the accounts to less than such minimum or \$0, whichever is greater. In the event said minimum balance is not maintained, Windsor shall have the right to contribute its own funds to restore the deficiency and recover the amounts so paid from the Commission or the guarantors provided in Section 9, below.
- (f) *Accounting.* Windsor will make all records of the accounts available to the Commission or its designee upon request.

5. Additional Services. To the extent that Windsor provides services to the Commission in any respect not previously identified in this Agreement, Windsor may charge the Commission the reasonable cost thereof. Windsor shall annually prepare a schedule of all such services paid or rendered in the preceding year, and shall provide such schedule to the Commission in a timely manner so that such charges can be paid within the Commission's budget.
6. Term and Termination. This Agreement shall commence on the effective date identified above and terminate on December 31, 2024, unless modified by mutual agreement of the parties, or terminated as provided herein. Either party may terminate this Agreement with or without cause by delivering written notice to the other party. Termination shall be effective 120 days after delivery of such written notice.
7. Binding Effect. This Agreement is binding upon the parties hereto as well as their respective heirs, successors and assigns.
8. Indemnification. The parties acknowledge and agree that Windsor is providing the services hereunder primarily as an accommodation to the Commission and the Commission's mission. Therefore, the Commission agrees to forever indemnify and hold harmless Windsor of and from all claims, demands, assessments, causes of action, penalties, interest and other financial loss resulting from the hiring, firing, scheduling, assignment of duties, discipline, demotion or other employment action taken by the Director or the Commission, or jointly by the Center Director and Administrator, and for all liability that arises from the acts or omissions of the Borrowed

Employees, except to the extent any of the foregoing amounts are indemnified by the terms of an applicable policy of insurance.

9. Municipal Guarantees. The Commission and Windsor's providing the services to the Commission under this Agreement benefit both the Village of DeForest ("DeForest") and the Town of Vienna ("Vienna"). Accordingly, by signing below, (a) DeForest agrees to guaranty the financial obligation of the Commission to reimburse or indemnify Windsor as provided for in Section 4(e) and Section 8 above, up to an amount calculated by multiplying the financial obligation owed under Section 4(e) and/or Section 8 by the DeForest Percentage (as defined below) and (b) Vienna agrees to guaranty the financial obligation of the Commission to reimburse or indemnify Windsor as provided for in Section 4(e) and Section 8 above, up to an amount calculated by multiplying the financial obligation owed under Section 4(e) and/or Section 8 by the Vienna Percentage (as defined below). For the purposes of this Agreement, (y) the "DeForest Percentage" is a percentage calculated by dividing DeForest's contribution under the Commission's annual budget pursuant to the intergovernmental agreement by the sum of the total contributions of DeForest, Windsor and Vienna under the Intergovernmental Agreement and (z) the "Vienna Percentage" is a percentage calculated by dividing Vienna's contribution under the Commission's annual budget pursuant to the Intergovernmental Agreement by the sum of the total contributions of DeForest, Windsor and Vienna under the intergovernmental agreement. The guarantees provided for under this Section 9 shall not be terminated by the withdrawal of any guarantor from the intergovernmental agreement creating the Commission as to any obligation existing at the time of such termination. Except for the guarantees provided for in this Section 9, DeForest and Vienna are not obligated under, and are not parties to, this Agreement.
10. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Wisconsin.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the borrowing by the Commission of Windsor employees, and supersedes any and all other agreements between them relating to the specific subject matter hereof.
12. Successors and Assigns. This Agreement and all of its terms, covenants, and provisions shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
13. Amendment. This may be amended only by a written instrument signed by both parties and each guarantor.
14. Assignment. Neither this Agreement, nor the rights and duties of the parties hereunder, may be assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF, the parties and guarantors have caused this agreement to be executed at DeForest, Wisconsin on the dates indicated below.

VILLAGE OF WINDSOR

DEFOREST AREA JOINT COMMUNITY CENTER COMMISSION

By: Robert E. Wipperfurth 1-25-24
Robert Wipperfurth (date)
Village President

By: Monica M. Smith 1/24/24
Monica Smith (date)
Commission President

Attest: Christine Capstran 1-24-24
Christine Capstran (date)
Village Clerk

Attest: Natalie Raemisch 1-24-24
Natalie Raemisch (date)
Director

AS TO THE GUARANTY PROVISIONS OF SECTION 9 ONLY:

VILLAGE OF DEFOREST

TOWN OF VIENNA

By: Jane Cahill Wolfgram
Jane Cahill Wolfgram (date)
Village President

By: Jerry Marx
Jerry Marx (date)
Chairperson

Attest: Callista Lundgren
Callista Lundgren (date)
Village Clerk

Attest: Kathleen Clark
Kathleen Clark (date)
Town Clerk

AMENDMENT TO THE FISCAL SERVICES AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") to the Fiscal Services Agreement is made and entered into by and between the DeForest Area Joint Community Center Commission (hereafter the "Commission") and Village of Windsor (hereafter "Windsor") effective on the last signature hereto.

WHEREAS, the Commission and Windsor previously entered into a Fiscal Services Agreement effective January 25, 2024; and

WHEREAS, the Fiscal Services Agreement will terminate on December 31, 2024;

WHEREAS, the Commission and Windsor desire to extend the term of the Fiscal Services Agreement for one additional year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed that as follows:

1. Section 6 of the Fiscal Services Agreement is hereby amended to replace "December 31, 2024" with "December 31, 2025".
2. All other terms, conditions and obligations set forth in the Fiscal Services Agreement shall remain as stated therein.

IN WITNESS WHEREOF, the parties and guarantors have caused this agreement to be executed at DeForest, Wisconsin on the dates indicated below.

VILLAGE OF WINDSOR

DEFORREST AREA JOINT COMMUNITY CENTER COMMISSION

By: Robert E. Wipperfurth
 Robert E. Wipperfurth (Date)
 Village President 12-5-2024

By: Monica M. Smith 12-10-2024
 Monica M. Smith (Date)
 Commission President

Attest:
Christine Capstran 12-5-2024
 Christine Capstran (Date)
 Village Clerk

Attest:
Natalie Raemisch 12-10-24
 Natalie Raemisch (Date)
 Director

AS TO THE GUARANTY PROVISIONS OF SECTION 9 ONLY:

VILLAGE OF DEFOREST

By: Jane Cahill Wolfgram
Jane Cahill Wolfgram (Date)
Village President 12/17/24

Attest:

Callista Lundgren 12/17/24
Callista Lundgren (Date)
Village Clerk

TOWN OF VIENNA

By: Jerry Marx 12/16/24
Jerry Marx (Date)
Chairperson

Attest:

Kathleen Clark 12/16/24
Kathleen Clark (Date)
Town Clerk