

INTERGOVERNMENTAL AGREEMENT
CONTINUING THE
JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM

Revised 09-22-2022

ARTICLE I. PURPOSE

The purpose of the Jefferson County Economic Development Consortium (JCEDC) is to foster and encourage responsible community and economic development activities that result in job creation, retention, increased tax base and an improved sustainability and quality of life for the citizens of Jefferson County. The JCEDC will work closely with ThriveED and other mission driven entities to develop prosperous communities within the greater Jefferson County Region.

The Glacial Heritage Development Partnership d/b/a ThriveED is a 501(c)(3) public/private partnership to support community and economic development activities in the region.

ARTICLE II. STATUTORY AUTHORITY

The JCEDC shall be a public intergovernmental enterprise organized under the authority of § 66.0301, Wis. Stats., and as the same may be amended from time to time.

ARTICLE III. MEMBERSHIP

The JCEDC shall be composed of the towns, villages, cities and county governments of Jefferson County, Wisconsin (municipalities) that choose to adopt this agreement and thereby enter into membership. The current membership consists of Jefferson County, the cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra. Other municipalities may be added to the membership upon agreement to the terms and conditions of the intergovernmental agreement. Quasi-governmental bodies such Redevelopment Authorities and Housing Authorities may also affiliate with the organization.

ARTICLE IV. JCEDC BOARD OF DIRECTORS

- 4.1 The Board of Directors (JCEDC Board) shall provide the overall policy direction of the JCEDC. This will include but is not limited to budget development, strategic plan, annual plan of work and performance metrics. The development and oversight of the strategic plan, plan of work and metrics will be coordinated and aligned with ThriveED.
- 4.2 The Board's membership shall be determined by reference to Section 4.4. The Board shall consist of three Jefferson County representatives and one member appointed by each participating municipality.
- 4.3 The terms of the JCEDC Board members shall begin on May 1 of each year.
- 4.4 Members of the JCEDC Board shall be appointed as follows:
 - a. The three Jefferson County representatives shall be appointed by the County Board chairperson and confirmed by majority vote of the County Board in accordance with the Jefferson County Board Rules.

- b. Each member municipality shall appoint one representative by their governing body. Note: The JCEDC Board members are appointed by the municipalities or the county they represent, the JCEDC Board cannot determine this. Official appointments will be on file with the JCEDC office from the appointing authority. The municipality may appoint an alternative appointment to serve if the primary appointee is not available.
- 4.5 The JCEDC Board may invite various organizations and/or individuals from professional areas to join as advisory, non-voting members.
- 4.6 The JCEDC Board may, by resolution adopted by a majority of the total JCEDC Board, create such committees for such purposes and with such authority as the resolution may provide, and appoint such members of the JCEDC Board or others to serve on said committees.
- 4.7 The JCEDC Board will have the same roles, responsibilities and rights as other County Committees to include recommending legislation to the County Board.

ARTICLE V. MEETINGS

- 5.1 The JCEDC Board will establish and publish a regular meeting schedule.
- 5.2 All meetings of the JCEDC Board will be properly noticed according to law.
- 5.3 Special meetings of the JCEDC Board may be called at the request of the Chairperson, Vice Chair or any two board members. The place of the meeting will be at the principal office of the JCEDC, unless otherwise agreed upon by the Chairperson and Vice Chair.
- 5.4 A majority of the total-voting members of the JCEDC Board shall constitute a quorum for the transaction of business at any meeting. A member shall be present to vote. Present is defined to include remote attendance as authorized by the Jefferson County Board Rules.
- 5.5 The chairperson, and in his/her absence, the vice-chairperson, and in their absence, any board member chosen by a majority of the members present, shall call the meeting of the JCEDC Board to order and shall act as chairperson of the meeting.
- 5.6 JCEDC will hold at minimum one annual joint board meeting with ThriveED to collaborate and review goals and objectives of the consolidated strategic plan and plan of work.

ARTICLE VI. ANNUAL MEETING

- 6.1 The Annual Meeting of the JCEDC Board shall be held in May of each year on a date, time and place to be determined by the JCEDC Board.
- 6.2 At its annual meeting, the JCEDC Board shall elect a chairperson and vice-chairperson.
- 6.3 The JCEDC Board shall establish the duties of the chairperson and vice-chairperson.

ARTICLE VII. EXECUTIVE COMMITTEE MEMBERSHIP

The chairperson and vice-chairperson of JCEDC, the chairperson and vice-chairperson of ThriveED, and the Jefferson County Administrator (County Administrator) shall serve on the Executive Committee.

ARTICLE VIII. STAFF

- 8.1 Jefferson County shall employ all JCEDC staff.
- 8.2 Day to day operational supervision of JCEDC staff shall rest with Jefferson County.
- 8.3 Jefferson County Human Resource practices and policies shall be applicable in all respects to employment of staff, except the hiring procedure for the director. JCEDC staff will be supervised by the Executive Director and the Executive Director will be supervised by the County Administrator. The Executive Director will be considered a Department Head level position within the County's organizational structure. The County Administrator will consult with the Executive Committee in development of the annual evaluation of the Executive Director.
- 8.4 If there is a vacancy of the Executive Director, the County will advertise and recruit for the director's position in consultation with the Executive Committee as to the best method for recruitment. Thereafter, the JCEDC Board will screen the applicants and select participants in the interview process with the Jefferson County Administrator. At the end of the interview process, the JCEDC Board will recommend up to five finalists. The Executive Committee shall conduct finalist interviews. Appointment of a finalist by the County Administrator shall be subject to County Board confirmation per Wis Statute 59.18 (2)(b).
- 8.5 JCEDC staff will attend municipal meetings to provide updates and information upon request of the municipalities. The Executive Director will provide an annual report to the Jefferson County Board of Supervisors. The annual report will be made available to all municipalities.

ARTICLE IX. FINANCES

- 9.1 The JCEDC Board shall prepare an annual budget with the assistance of staff. Jefferson County's policies and procedures shall apply for meals, lodging, mileage, travel and other reimbursable expenses.
- 9.2 The JCEDC Board will present its proposed budget in a timely manner to all member municipalities and Jefferson County before it is adopted by the JCEDC Board.
- 9.3 Funding for the fiscal years will be established as \$1.50 per county resident payable from Jefferson County, plus \$1.50 per municipal resident payable from each participating municipality. The population number used to calculate contributions will be collected through the Wisconsin Department of Administration.
- 9.4 The JCEDC shall not be limited to public funding from its member municipalities and Jefferson County. The JCEDC Board may authorize staff to pursue additional revenue through program revenue, contracts for service, and public and/or private gifts and grants.
- 9.5 Jefferson County shall act as the fiscal agent for the JCEDC.
- 9.6 Each municipality and county shall be responsible in the proportion of its contribution to the

consortium as a whole for any other cost of the consortium not specifically set forth herein, including but not limited to employment costs incurred by Jefferson County as a result of unemployment compensation to staff upon termination of the consortium.

- 9.7 All funds due from a municipality shall be paid to the County by a member municipality by January 31 of the year for which such funds are budgeted. The County shall hold all funds for the benefit of JCEDC in a separate account. Unspent funds in said account shall not lapse to the general fund but shall be carried over to the next fiscal year or otherwise distributed as set forth herein.

ARTICLE X. GENERAL POWERS AND TYPE OF SERVICES

- 10.1 The JCEDC Board may recommend action to the County with regard to direction of staff, contracts or general program purposes.
- 10.2 The JCEDC Board shall not borrow money or authorize the borrowing of any funds on behalf of the JCEDC. The JCEDC Board may, however, enter into contracts in the ordinary course of its business and in pursuit of its stated goals and purpose. Examples of its permitted contracting powers would be equipment leases or equipment purchases. Under no circumstance shall the JCEDC Board enter into contracts that cause it to exceed its annual budget.
- 10.3 Under the policy oversight of the JCEDC Board, the staff of JCEDC will develop a plan of work that aligns with the strategic plan in the furtherance of community development and economic development. Staff will further accomplish this task by working on a regional basis with partners in all sectors, coordination with the state as required and with local municipalities based on their needs within the framework of the plan of work.

ARTICLE XI. SEVERABILITY

If any section, paragraph, sentence, clause, phrase or any part of this agreement, including amendments, is declared to be unconstitutional or void, or if for any reason is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases or parts thereof shall be in no manner affected thereby, but shall remain in full force and effect.

ARTICLE XII. AMENDMENTS

All or any portion of this agreement may be amended by a resolution passed by the affirmative vote of at least 2/3 of the total JCEDC Board membership.

ARTICLE XIII. DISSOLUTION & WITHDRAWAL

- 13.1 Written notice of withdrawal shall be submitted a minimum of 6 months prior to the effective date of withdrawal.
- 13.2 Any member withdrawing from the consortium is responsible for obligations incurred during the period it was a member.
- 13.3 The consortium may be dissolved by an affirmative vote of at least two-third (2/3) of the member municipalities and two-third (2/3) of the Jefferson County board establishing a date

of dissolution, which shall be at least one year after the date of the affirmative vote.

- 13.4 In the event of dissolution, any assets remaining after payment of all obligations shall be distributed among existing members in proportion to their contributions, as determined by the JCEDC Board. In the event obligations exceed assets, members shall pay pro rata such sums as may be necessary to retire the obligation.

Signed this _____ day of _____, 2022.

City of Watertown

BY: _____

(Print Name)

Signed this _____ day of _____, 2022.

Jefferson County Economic Development Consortium

BY: _____

(Print Name)