GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

CITY OF MENASHA

for

Menasha Senior Center Activity Coordinator

This GRANT AGREEMENT is made and entered into this 1st day of January, 2010 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," and CITY OF MENASHA, 140 MAIN STREET, MENASHA, WI 54952, Menasha Senior Center Activity Coordinator hereinafter referred to as "**GRANTEE**", for the period from **January 1, 2010 through December 31, 2010**.

WITNESSETH:

WHEREAS, the **COUNTY** has applied for financial assistance to the Wisconsin Bureau of Aging and Disability Resources; and

WHEREAS, the **COUNTY** has provided monies for development of programs to older adults; and

WHEREAS, Winnebago County desires to provide financial assistance to **GRANTEE** in carrying out a service to older adults in Winnebago County;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

A. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program to older adults identified by name and generally as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, which is hereby incorporated by reference into this GRANT AGREEMENT.

B. **GRANTEE** agrees to obtain prior approval from the COUNTY if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

C. **GRANTEE** shall adhere to Assurances of Compliance with Federal and State Regulations as described in Section IV of the aforementioned Plan and Budget.

SECTION II: BUDGET & PAYMENT PROCEDURES

A. **COUNTY** agrees to provide the **GRANTEE** with funding as follows:

$9,921.00 Total

B. **GRANTEE** agrees to provide at least the minimum matching share as follows:

$0.00 In Kind Match and/or Cash Match

The term "In-Kind Match" shall have a meaning as defined in the Wisconsin Aging Network Policies and Procedures Manual. Cash and In-Kind Match shall be applied toward the cost of Older Adult program(s) funded through this GRANT AGREEMENT. Insufficient match by **GRANTEE** may reduce the Federal and/or State funded amount.

C. **GRANTEE** agrees to provide to **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses reported by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2011.

D. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this grant agreement beyond December 31, 2010. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days.

E. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

A. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health & Family Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.

B. **GRANTEE** shall, upon request, allow representatives of the Federal Administration of Aging, Bay Area Agency on Aging, State of Wisconsin and/or **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.

C. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Department of Health & Family Services GRANTEE Agency Audit Guide and (for governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding.

D. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.

E. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

A. **GRANTEE** agrees that it will at all times during the existence of this GRANT AGREEMENT indemnify and hold harmless **COUNTY** against any and all losses, damages and costs or expenses which **COUNTY** may sustain, incur or be required to pay as a result of **GRANTEE'S** acts or omissions in relationship to this GRANT AGREEMENT or in relationship to providing care or services pursuant to this GRANT AGREEMENT.

B. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

C. **GRANTEE is Independent Contractor - GRANTEE** shall be treated as an independent contractor and its employee(s) shall not be considered to be an employee(s) of the **COUNTY**, Winnebago County, or its Human Services Department. **COUNTY** will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of **GRANTEE** or its employees. **GRANTEE** is not eligible for, nor entitled to, and shall not participate in any of **COUNTY'S** pension, health, or other benefit plans. **GRANTEE** is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. **GRANTEE** shall indemnify **COUNTY** and hold it harmless against any fines, damages, assessments, or attorney fees in the event that the **GRANTEE**, Grantee's employees or their agents challenge this clause in a court of law and/or before any administrative agency or arbitrator for any reason.

SECTION V: AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

A. **GRANTEE** employs fewer than twenty-five (25) employees or has a total grant dollar amount of $25,000 or less throughout this period and shall submit a Civil Rights Compliance Plan when **GRANTEE** exceeds twenty-five (25) employees or $25,000.

B. In connection with the performance of work or the rendering of any services under this GRANT AGREEMENT, the **GRANTEE** agrees not to discriminate against any properly qualified employee, applicant for employment, or client because of any status protected pursuant to s.111.321, Wisconsin Statutes, or developmental disability as defined in s. 51.05 (5), Wisconsin Statutes. This provision shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

1. **GRANTEE** agrees to post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be made available in languages and formats understandable to applicants, clients, and employees.

2. The **GRANTEE** agrees that through its normal selection of staff, it shall make an effort to employ staff with special language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking clients; train staff in human relations techniques and sensitivity to cultural patterns; and making the programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

A. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision or termination.

B. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.

C. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.

D. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.

E. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.

F. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

A. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.

B. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

D. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

GRANTEE warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.

SECTION IX: AUTHORIZATION

COUNTY enters into this GRANT AGREEMENT pursuant to and by authority of the Winnebago County Commission on Aging and Winnebago County Board of Supervisors. **GRANTEE** enters into this GRANT AGREEMENT pursuant to and by authority of its Board of Directors, City Council, or other governing body, which has legal authority to enter into contractual agreements.

GRANTEE

***Signed by*:**

_____

_____
Date

WINNEBAGO COUNTY by its DEPARTMENT OF HUMAN SERVICES (COUNTY)

Signed by:

_____
Winnebago County Executive **Date**

Signed by:

_____
Winnebago County Clerk **Date**

Approved

12/31/2009
City Attorney