City of Menasha
and
Neenah-Menasha YMCA
Senior Center Collaboration
Contract 2012

I. Preamble

Whereas the Neenah-Menasha YMCA and the City of Menasha are committed to helping our seniors in our community in their pursuit of wellness and social outlets. Whereas collaboration between the Neenah-Menasha YMCA and the City of Menasha will provide enhanced services and programs for the senior citizens of the community and maximize the available resources of the City of Menasha and the Neenah-Menasha YMCA.

II. Responsibilities of the Neenah-Menasha YMCA

The Neenah-Menasha YMCA (YMCA) would serve as the operation agent for the City of Menasha Senior Center. The YMCA will serve as the scheduling agent for the facility and book use of the facility by outside groups during closed times. The YMCA will be responsible for the management of the day to day operations of the facility along with all programming. The YMCA will employ and supervise all staff along with supervising any volunteers. All Program and Administrative staff at the Menasha Senior Center will be employees of the YMCA. All staff will be CPR/First Aid Certified and will complete all trainings as specified by YMCA policies. All staff will have a signed job description on file and will receive yearly performance appraisals.

Programming will be considered YMCA programming and will fall under the YMCA Volunteer Board of Directors oversight and counsel. Minimum programming will be as set forth on *Attachment 1*. At a minimum, the hours of operation at the Senior Center shall be 40 hours per week, Monday through Friday.

On a quarterly basis, the YMCA will provide written updates to the City of Menasha as to its planned programming at the Senior Center. The YMCA will keep adequate records of all expenses and revenues related to the Agreement and will provide at least a quarterly report to the City of Menasha. The YMCA shall own and maintain records from program operations of this Agreement for at least (7) seven years. All YMCA records related to this Agreement will be open for inspection upon reasonable notice by the City of Menasha or any member of the public.

III. Responsibilities of the City of Menasha

The City of Menasha will allow the Neenah-Menasha YMCA to utilize the Menasha Senior Center facility at no cost for older adult programming. The City of Menasha will be responsible for all general maintenance and upkeep of the building. Repairs or updates should be scheduled in order to minimize disruption of programs or operations. City employees may access facility at any time to perform duties or ensure upkeep of the Center. Furnishings existing at the Senior Center on the first day of this Agreement will remain at the Senior Center and be available for continued use until the end of its useful life.

IV. During the term of this Agreement, Advocap meal program will be allowed to continue to use the Menasha Senior Center facility, Monday through Friday, per their contract with the City of Menasha.

V. Program and Facility Costs/Revenues

The YMCA will be responsible for all program costs including, operational cost, staffing charges, utilities, supplies, IT equipment and services, licensing and miscellaneous expenses of the Senior Center including snow removal on the sidewalks, grass cutting and housekeeping. The City of Menasha will continue snow removal on the driveway and parking lot areas. Equipment owned by the YMCA will remain as property of the YMCA. Replacement furnishings at the facility will remain as property of the YMCA. Replacement furnishings at the facility will be the responsibility of the YMCA as cost of operations. The YMCA will include the Menasha Senior Center in its Active Older Adult Budget and will be responsible for creating an operational budget that fits within the contract fee. The YMCA will keep First Aid kits in program areas and at the reception desk. Kits will be the responsibility of the YMCA and will be restocked as needed by YMCA staff. Incident/ accident reports for participants and staff will be managed by the YMCA and a copy of each report will be forwarded to the City within 3 days of any incident/accident.

The City of Menasha will be responsible for all facility costs including repairs, maintenance and upkeep. Any inspections and assessments will be the responsibility of the city. The City of Menasha will equip and maintain the facility with the proper amount of fire extinguishers as required by city codes. An AED will be located in the common area and maintained by the City of Menasha staff. Supplies for maintaining the AED are the responsibility of the City of Menasha.

In addition, the City of Menasha will pay the Neenah-Menasha YMCA a contract fee of $88,500 payable on a quarterly basis for program finances that the YMCA incurs from programming at the Senior Center from January 1, 2012 to December 31, 2012.

All revenues received by the YMCA for programming as set forth in *Attachment 1* will be collected by and belong to the YMCA, except revenues from outside group rentals, program donations, and donations for the *Legacy Account* which will belong to and managed by the City of Menasha.

The City of Menasha will be responsible for the City of Menasha Health Department 60 Plus program. Any program fees collected for the City of Menasha Health Department 60 Plus program will belong to and be maintained the City of Menasha Health Department.

Annually, the parties will exchange financial information regarding program and facility costs and revenues in order to prepare the following year's budget and contract fee. In determining, subsequent years contract fees, it is expected that as rental fee income increases, the Tax-Based Subsidy can decrease.

VI. Facility

The scheduling and operating of the Menasha Senior Center facility will be controlled by the Neenah-Menasha YMCA. Primary scheduling of the facility will be for older adult programming and activity. The City of Menasha can reserve space in the facility as long as it does not negatively impact operations or programming. Generally the facility may be used for outside group rental on Friday through Sunday or when available Monday through Sunday. The YMCA will also have the option of utilizing the facility after hours for special events or trainings related to the older adult programming.

VII. Facility Safety

Compliance with all health and safety codes will be the joint responsibility of the City of Menasha and the Neenah-Menasha YMCA.

VIII. Terms of the Agreement

This 1-year agreement will run from January 1, 2012 to December 31, 2012. A new agreement will be put into place for 2013 by December 1, 2012 if agreeable to both parties. This agreement can be terminated by either party by providing written notification (90) ninety days before end date.

IX Insurance

The Neenah-Menasha YMCA and the City of Menasha will hold each other harmless in this agreement and each shall retain appropriate insurance coverage for malpractice, comprehensive, general liability and director and officer coverages. The YMCA will also hold liability insurance for the staff and for programs.

Miscellaneous Items

- This written agreement is the entire contract and can only be modified in writing by both of the parties.
- This agreement will be subject to the laws of the State of Wisconsin
- No third party rights are created by this agreement

_____ _____

President/CEO signature Date
YMCA of the Fox Cities

_____ _____

Mayor Date
City of Menasha

Attachment 1

Menasha Senior Center and Neenah-Menasha YMCA Program Options for Active Older Adults

Seniors living in the City of Menasha, City of Neenah or Winnebago County may choose from one of the following programs below....

Senior Donation Pass

Senior Donation Pass includes opportunities to participate in card/cribbage playing, computer usage, puzzles, games, T.V., relax and read, blood pressure screenings, outside service events, resource center, "Y" Nots chorus, clubs, Wii, shuffleboard, wireless internet and fellowship with friends. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Donation boxes are located at each site. Senior Donation Pass does not entitle holder to YMCA membership benefits.

Senior Program Pass

Senior Program Pass includes Senior Donation Pass activities, plus land and water group exercise classes, use of fitness equipment, pools, racquetball courts, gymnasiums, walking/jogging/running track, and fitness assessments. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Some restrictions apply.
Senior Program Pass is $14.90 a month for ages 60+.

YMCA or Insurance-Based Memberships

YMCA or Insurance-Based Memberships includes Senior Donation Pass activities, Senior Program Pass activities and Membership Benefits of the YMCA of the Fox Cities. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Membership information available at each site.

For more information, please contact Jean Wollerman at 886.2156 or jwollerman@ymcafoxcities.org.

Menasha