

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 19, 2011
6:30 PM
or immediately following Common Council
AGENDA**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Administration Committee, 12/5/11](#)

D. ACTION ITEMS

1. [Senior Center Facility Rental Fees \(Recommended by Committee on Aging\)](#)
2. [City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2012 to December 31, 2012](#)
3. Grant Agreements between Winnebago County and City of Menasha for the term January 1, 2012 to December 31, 2012 for:
 - a) [Senior Center Coordinator](#)
 - b) [Senior Center Activity Coordinator](#)
 - c) [Older Adult Health Screening Program](#)

E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 5, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 7:00 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Krueger, Zelinski, Englebert, Klein, Taylor, Sevenich, Langdon

EXCUSED: Alderman Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 11/21/11](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Weights and Measures Proposed Fees for 2012. \(Held 11/21/11\)](#)

PHD Nett explained the proposed fees will cover the 2012 expenditures for the Weights and Measures program.

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council. General discussion ensued on what other municipalities charge businesses for this service.

Motion carried on roll call 6-1. Ald. Zelinski – no.

2. [Amendment to Listing Contract with Drifka Group Inc. for 81 & 87 Racine St. and 504 Broad St.](#)

CDD Keil explained this amendment will extend the listing contract with Drifka Group to November 2012. The amendment includes conditions for construction on the property and a repurchase option.

General discussion on the property and the repurchase option.

Moved by Ald. Sevenich, seconded by Ald. Englebert to recommend to Common Council.

Motion carried on roll call 6-1. Ald. Klein - no

E. ADJOURNMENT

Moved by Ald. Taylor, seconded by Ald. Krueger to adjourn at 7:11 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

**Menasha Senior Center
Facility Rental Fees**

Current 2011

Proposed 2012

	<u>Resident w/o Kitchen</u>	<u>Resident w Kitchen</u>
Up to 3 hrs.	\$10.00/hr	Add \$20 to total
After 3 hrs.	\$5.00/hr	hrly rate

	<u>Resident w/o Kitchen</u>	<u>Resident w Kitchen</u>
Up to 4 hrs.	\$40.00	Same
After 4 hrs.	\$5.00/hr	

	<u>Non-Residents w/o Kitchen</u>	<u>Non-Resident w Kitchen</u>
Up to 3 hrs.	\$15.00/hr	Add \$25.00 to total
After 3 hrs.	\$10.00/hr	hrly rate

	<u>Non-Residents w/o Kitchen</u>	<u>Non-Resident w Kitchen</u>
Up to 4 hrs.	\$55.00	Same
After 4 hrs.	\$10.00/hr	

Security Deposit \$25.00

Security Deposit \$25.00

(\$20.00 kitchen fee waived for City of Menasha residents (55 yrs and older).

**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
YMCA of the Fox Cities

Date

Mayor
City of Menasha

Date

www.ymcafoxcities.org

www.menashaseniorcenter.org



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.



GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center Coordinator

This GRANT AGREEMENT is made and entered into this 1st day of January 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

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.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$15,820.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Coordinator.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **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 report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **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

1. **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 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.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government 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 within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **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**.
5. 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

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. 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.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil

Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **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.
5. 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.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. 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.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. 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.
4. **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

1. **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.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

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 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Activity Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

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.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$9,921.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Activity Coordinator.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **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 report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **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

1. **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 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.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government 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 within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **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**.
5. 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

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. 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.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil

Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **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.
5. 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.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. 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.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. 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.
4. **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

1. **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.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Older Adult Health Screening Program

This GRANT AGREEMENT is made and entered into this 1st day of January 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Older Adult Health Screening Program program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

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.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$23,551.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Older Adult Health Screening Program.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **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 report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **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

1. **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 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.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government 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 within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **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**.
5. 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

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. 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.

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