

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
January 6, 2014
6:30 PM
or immediately following recess of Common Council
AGENDA**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Administration Committee, 12/16/13](#)

D. COMMUNICATIONS

1. [CVMIC to CA/HRD Captain, 12/18/13; 2013 Member Worker's Compensation Dividend.](#)

E. DISCUSSION/ACTION ITEMS

1. [Appeal of Voiding Operator's License Application – Thomas M. Almendarez.](#)
2. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/14 – 12/31/14 for Menasha Senior Center.](#)
3. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/14 – 12/31/14 for 60 Plus Health and Wellness Program.](#)
4. [2014 Agreement and Contract Among ADVOCAP, Inc and City of Menasha & Neenah-Menasha YMCA with Menasha Senior Center for the term 1/1/14-12/31/14.](#)

F. 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 16, 2013
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:15 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Sevenich, Langdon, Keehan, Zelinski

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD Nett, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 12/2/13](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2014 to December 31, 2014](#)

PHD Nett explained this is a renewal of the annual contract between the City and the YMCA for operating the Senior Center. The 2014 contract fee is \$89,100. A section on the renovation project at the Senior Center has been added to this contract.

Moved by Ald. Sevenich, seconded by Ald. Zelinski to recommend to Common Council City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2014 to December 31, 2014.

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Zelinski, seconded by Ald. Keehan to adjourn at 7:25 p.m.

Motion carried on voice vote.

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



December 18, 2013

Ms. Pamela Captain
City of Menasha
430 First Street
Menasha, WI 54952

RE: 2013 Member Worker's Compensation Dividend

Dear Pamela:

Enclosed please find a check made payable to City of Menasha, which represents the dividend from the First-dollar Worker's Compensation program.

We are extremely pleased with the dividend payout this year and look forward to working with you and your municipality on your insurance and risk management program for many years to come.

Please contact me by phone or e-mail if you have any questions (414-831-5999 or mld@cvmic.com, respectively).

Sincerely yours,

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

A handwritten signature in cursive script that reads 'Michael L. DeMoss'.

Michael L. DeMoss
Executive Director

MLD:scp

Enclosure

H:\Ins. and Grp. Purchase\Dividends-Audits\WCAuditLtrs-Attchmnts\2013\2013WCDivLtr.doc

CITIES & VILLAGES MUTUAL INSURANCE COMPANY

21164

City of Menasha

Check Number: 21164
Check Date: Dec 15, 2013

Check Amount: \$38,249.17

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
8203	11/26/13		14.17		Reimbursement for training supplies
WCDiv-Men12	12/10/13		38,235.00		2012 Workers' Compensation Dividend

21164

CITIES & VILLAGES MUTUAL INSURANCE COMPANY
9898 W. BLUEMOUND RD.
WAUWATOSA, WI 53226-4319

TRI CITY NATIONAL BANK
OAK CREEK, WI 53154

Check Number: 21164

79-119/750

Dec 15, 2013

Memo:
PAY:

DATE

38,249.17
AMOUNT

Thirty-Eight Thousand Two Hundred Forty-Nine and 17/100 Dollars

TO THE
ORDER OF City of Menasha
140 Main Street
Menasha, WI 54952



⑈02164⑈ ⑆075001199⑆ ⑆05103⑈711⑈

Debbie Galeazzi

From: Thomas Almendarez [thomas_almendarez_sr1@hotmail.com]
Sent: Friday, December 20, 2013 11:27 AM
To: Debbie Galeazzi
Subject: Thomas Almendarez Bartending License Appeal

To whom it may concern,

This email is in regards to an appeal request for my Bartending License renewal. Recently, I had stopped at the Menasha Police Station and had applied for my renewal of my Bartending License. I had filled the application out as accidentally interpreting the question #3 of having been convicted of a Misdemeanor as.... if anything has changed since my last application a year ago. I knew that nothing had changed as having additional convictions or charges with me entering an "N/A". Also, for question #5, the same thing as interpreting the application was asking if anything had changed since the last application therefore, I once again had entered an "N/A". I had paid the \$50 fee and had left. A few days later, I had received a letter from the City Of Menasha dated December 12th stating my license would be rendered as void. The reason being that on October 29th, 2010, I was convicted of operating while revoked which is a class U Misdemeanor which contradicted my N/A for question #3. And last but not least, my conviction of drinking open intoxicants in a MV as a driver on February 19th 2010 had conflicted with question #5.

I understand I did not read thoroughly on the application and interpreted incorrectly on my own judgment, but I know I have not been in any trouble with the law since and those situations are a thing of my past. Since then, I have applied for a Bartending License last year, which was approved and used legally until the time of expiration. I would appreciate a new opportunity to fill out a new application with no misunderstanding of whether a question is referring to "since the last application, or ever?". I know now to list everything fully on the new documentation and know what happens if done the incorrectly. I will also be able to keep this in mind every year in the future when renewing. Thank you for your time in this matter and, I do look forward to hopefully being able to bartend within the City Of Menasha as I am a local resident and take pride in my community.

Sincerely,
Thomas M. Almendarez



COPY

December 12, 2013

Thomas M. Almendarez
418 Broad St.
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Mr. Almendarez,

Upon reviewing your application for an Alcohol Operators License in the city of Menasha, I have determined that your application has not been accurately completed in its entirety. Therefore, in accordance with city of Menasha Ordinance and Guidelines I am rendering it void.

In answering question #3 on the application, 'Have you ever been convicted of a Misdemeanor?' you responded by indicating N/A. Upon conducting a records check, I determined on October 29, 2010 you were convicted of Operating While Revoked which is a Class U Misdemeanor. Furthermore, under question #5, 'Have you ever been convicted of any law, statute or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)?' you responded N/A. As a result of the background investigation, it was determined that on February 19, 2010 you were convicted of drinking open intoxicants in a MV as a driver.

Please be advised that you may appeal this decision by contacting the city of Menasha Clerk's Office at 920-967-3603 within 30 days of the voiding of your application to request an appeal before the city of Menasha Administrative Committee.

Sincerely,

Lt. Ron Bouchard
Investigative Services
City of Menasha Police Department

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Margaritaville (Formerly Ma Frazee)
TEMPORARY _____ PROVISIONAL _____ REGULAR _____ RENEWAL

Name Almendarez Thomas Michael
Last First Middle

Address 418 Broad St. Menasha WI 54952
Street City State/Zip Code

Phone [REDACTED] Social Security [REDACTED]

Height [REDACTED] Weight [REDACTED] Eyes [REDACTED] Hair [REDACTED] Sex [REDACTED] Race [REDACTED]

Birth Date [REDACTED] Age [REDACTED] Birthplace [REDACTED]

Scars, Marks, Tattoos N/A
Drivers License No. [REDACTED] State of Issue WI
Expiration Date [REDACTED]

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!
Do you currently have any criminal charges pending against you? N/A
Have you ever been convicted of a felony? N/A
Have you ever been convicted of a misdemeanor? N/A
Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes
Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? N/A
Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? N/A

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE [Signature] Date 12/6/13

WITNESS VOID Date _____

Approved _____ Denied _____ Expiration Date _____
Chief of Police [Signature] Date 12/10/13
Comments: _____

REVOKED FOR VIOLATION: _____

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas

This GRANT AGREEMENT is made and entered into this 1st day of January 2014 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 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 2014, and shall terminate as of the 31st day of December 2014.
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 2013-2015, 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 \$25,741.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2014. 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, 2015.
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. **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.

SECTION X: AUTHORIZATION

COUNTY enters into this GRANT AGREEMENT pursuant to and by authority of Winnebago County. GRANTEE enters into this GRANT AGREEMENT pursuant to and by authority of its Board of Directors, governing body, or other delegated designee, which has legal authority to enter into contractual agreements.

SECTION XI: INDEPENDENT CONTRACTOR STATUS

The parties agree that the GRANTEE is an independent contractor and that the GRANTEE, its employees and agents are not employees of COUNTY. GRANTEE agrees to secure at GRANTEE'S own expense all personnel necessary to carry out GRANTEE'S obligations under this agreement. Such personnel shall not be deemed to have any direct contractual relationship with the COUNTY.

GRANTEE
City of Menasha

COUNTY
WINNEBAGO COUNTY

Donald Merkes

Mark L. Harris Date
Winnebago County Executive

Date

Sue Ertmer Date
County Clerk

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

60 Plus Health and Wellness Program - Offers Winnebago County residents age sixty on over, various health screenings, health education, health counseling and health related consultations.

This GRANT AGREEMENT is made and entered into this 1st day of January 2014 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 60 Plus Health and Wellness 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 2014, and shall terminate as of the 31st day of December 2014.
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 2013-2015, 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 60 Plus Health and Wellness Program - Offers Winnebago County residents age sixty on over, various health screenings, health education, health counseling and health related consultations.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2014. 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, 2015.

Report the number of people who participate in the service(s) funded by this grant each month; by service, by month, with year-to-date total numbers of people (duplicated count). Community Centers shall further identify number of participants sixty and over, and those under age 60.

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. **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.

2014 AGREEMENT AND CONTRACT
Among
ADVOCAP, INC.
And
CITY OF MENASHA
MENASHA COMMITTEE ON AGING
And
NEENAH-MENASHA YMCA
With
MENASHA SENIOR CENTER

PURPOSE:

The Winnebago County Nutrition Program funded through the Older Americans Act is administered by ADVOCAP, Inc. through a contract with the Winnebago County Department of Human Services. In consideration of the mutual agreements, ADVOCAP, INC., hereinafter referred to as "Program," having a corporate office at 10 W. 1st Street, P. O. Box 1108, Fond du Lac WI 54936-1108 and a local office at 181 E. North Water Street, Suite, 210, Neenah WI 54956, and the CITY OF MENASHA with the MENASHA SENIOR CENTER elderly facility operated by the NEENAH-MENASHA YMCA, located at 116 Main Street, Menasha WI 54952, hereinafter referred to as "Facility," agree as follows:

FACILITY SHALL PROVIDE:

1. Use of the Main Activity Room and kitchen area at the Menasha Senior Center facility for meal service Monday through Friday from 9:00 a.m. to 1:00 p.m.
2. Use of necessary storage space in basement, storage closets in the Main Activity Room and use of cupboard and drawer space in and adjacent to the kitchen.
3. Use of existing refrigerator, utility carts, coffee servers, silverware, coffee makers, built-in dishwashing machine, and miscellaneous utensils.
4. Payment of all facility utility charges and garbage removal.
5. General janitorial services and maintenance.

PROGRAM SHALL PROVIDE:

1. Meal site management including recruiting, training and scheduling of volunteers who shall be responsible for hosting, serving, cleanup, record keeping, etc. and shall follow health and sanitation procedures. The Meal Site Manager is responsible for all meal site operations. All comments, concerns, and problems regarding the meal site should be directly referred to the Meal Site Manager or the Program Director.
2. Meals served shall meet the most current Dietary Guidelines for Americans, and provide at least one-third of the current DRI's (RDA's/AI's), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science. Meals served shall also meet the nutrient standards required for Nutrition Program meals as stated in A Manual of Policies, Procedures, & Technical Assistance for the Wisconsin Aging Network, Last Revised June 30, 2011.
3. Upon mutual agreement, the Meal Site Manager and the YMCA Active Older Adult Director will coordinate such events that shall be beneficial for program participants. This may include, but are not limited to birthday and seasonal parties (holiday parties and the meal site anniversary party).

4. Additional consumables such as disposables (plates, silverware, cups, napkins) salt, pepper, sugar, non-dairy creamer, ketchup, sanitizer, dish detergent, and dishwasher machine detergent.
5. Equipment for meal service including steam table, serving and meal trays, cups, sugar and creamer dispensers, coffee urns (30-36 cup), four coffee servers (white swirl), serving utensils, three dish pans, dish rack and drain board, towels, dishcloths, a desk, file cabinet and chair.
6. Replacement of small facility equipment (such as coffee makers, salt and pepper shakers, etc.) that becomes damaged during regular use by the Program and maintenance on the built-in dishwashing machine.
7. Laundering of dishcloths and towels used by the program.
8. Daily cleanup of dining room and kitchen so that the areas are left in a neat and orderly manner.
9. A cellular telephone with cost of the phone and monthly fees paid for by the Program.

FACILITY AND PROGRAM SHALL AGREE AS FOLLOWS:

1. Individuals who are eligible to receive congregate meals are:
 - a) Aged 60 or older.
 - b) Any spouse who attends the dining center with their spouse who is aged 60 or older.
 - c) A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provide.
 - d) A disabled individual who resides at home with an eligible older individual participating in the program.
2. Individuals who are eligible to receive home delivered meals (HDMs) are:
 - a) A person aged 60 or older who is frail and essentially homebound by reason of illness, disability, or isolation, for which an assessment concludes that participation is in the individual's best interest.
 - b) A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - c) A disabled individual who resides at home with an eligible older individual participating in the program.
3. Other individuals who are permitted to receive either congregate or home delivered meals are:
 - a) Individuals granted a Non-Elderly Waiver by Greater Wisconsin Agency on Aging Resources.
 - b) Volunteers of the Nutrition Program.
 - c) Staff of the Nutrition Program.
 - d) Informal caregivers of persons who are eligible to receive either congregate or home delivered meals
 - e) Individuals whose meals are paid for in full by community-based, long-term care programs operated by Winnebago County Department of Human Services, Lakeland Care District, other managed care organizations or IRIS.
 - f) Guests who do not meet any of the program eligibility criteria and who pay the full cost of a meal.

4. No meals will be served on-site on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas and Christmas Day. If any of these holidays fall on a Saturday, the meal site is closed on Friday. If the holiday falls on Sunday, the meal site will typically be closed on Monday.
5. Supply each other with the job description of the YMCA Active Older Adult Director and the Menasha Meal Site Manager.
6. Conduct a annual inventory of mutual supplies used in connection with the meal site program.
7. Conduct regular meetings with Program and Facility staff to review meal site operation.
8. The YMCA Active Older Adult Director is responsible for planning all programs and activities within the Facility with exception of the special events so designated under the **PROGRAM SHALL PROVIDE** section, Item 3, that are to be carried out jointly.
9. The modified storage space and shelving shall remain in the Facility, when and if, the Nutrition Program discontinues its service at the Facility.
10. All parties will observe Federal laws and regulations pertaining to nondiscrimination in the provision of services and in employment practices. To that end, no qualified persons shall be excluded from participation in an ADVOCAP program, including the Nutrition Program, or be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of age, race, creed, religion, color, sex, physical or developmental condition or disability, association with a person with a disability, sexual orientation, national origin, ancestry, political affiliation, marital, paternal or family status, pregnancy, arrest record, citizenship status, veteran status or any other characteristic protected by law.
11. Comprehensive general liability insurance will be maintained by all parties with certificate of insurance coverage being furnished mutually by each party. If changes should occur, a new certificate of insurance should be submitted immediately.

**CITY OF MENASHA & NEENAH-MENASHA YMCA.
MENASHA SENIOR CENTER
2014 AGREEMENT AND CONTRACT**

This Contract represents the Agreement in effect between the Facility and the Program. This Agreement is in effect from January 1, 2014, through December 31, 2014. However, any party may, at any time during the life of the Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of the intention to do so.

IN WITNESS OF THIS AGREEMENT, the duly authorized agents sign APPROVED this day:

(Date)

**CITY OF MENASHA
MENASHA SENIOR CENTER**

ADVOCAP, INCORPORATED

BY:_____

BY:_____

DONALD MERKES
Mayor, City of Menasha

MICHAEL BONERTZ
Executive Director

BY:_____

SUE NETT
Menasha Public Health Director

**NEENAH-MENASHA YMCA
MENASHA SENIOR CENTER**

BY:_____

JEAN WOLLERMAN
Active Older Adult Director