

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 1, 2014  
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, 11/3/14](#)
- D. COMMUNICATIONS
  - 1. [Wisconsin Office of the Commissioner of Insurance, 10/27/14; Notice of Altered Policy Terms Valuation Policy OCI 41-080 \(R 01/2015\) Builders Risk Policy OCI 41-104 \(R01/2015\)](#)
- E. DISCUSSION/ACTION ITEMS
  - 1. [Underground Storage Tanks \(UST\) Insurance Renewal](#)
  - 2. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for Menasha Senior Center.](#)
  - 3. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for 60 Plus Health and Wellness Program.](#)
- 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  
November 3, 2014  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 6:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

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

C. MINUTES TO APPROVE

1. [Administration Committee, 10/20/14](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Cities and Villages Mutual Insurance Company \(CVMIC\), 10/15/14; Notice of Changes to Public Entity Liability Insurance Policy](#)
2. [Cities and Villages Mutual Insurance Company \(CVMIC\), 10/15/14; Notice of Termination of Liability Insurance Coverage Program Agreement](#)

CA/HRD Captain explained the communications from CVMIC.

E. DISCUSSION/ACTION ITEMS

1. [Amendment to Special Event Policy \(Ald. Englebert\)](#)

General discussion ensued on removing the special event fees associated with the Memorial Day Parade.

Moved by Ald. Englebert, seconded by Ald. Langdon to recommend to Common Council Amendment to Special Event Policy to exempt the Memorial Day Parade from all special event fees.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Taylor to adjourn at 6:50 p.m.

Motion carried on voice vote.

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



State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

Scott Walker, Governor  
Ted Nickel, Commissioner

Wisconsin.gov

October 27, 2014

Local Government Property Insurance Fund  
125 South Webster Street • P. O. Box 7873  
Madison, Wisconsin 53707-7873  
Phone: (608) 264-8118 • Fax: (608) 264-6220  
E-Mail: Brynn.BruijnHansen@wisconsin.gov  
Web Address: oci.wi.gov

**NOTICE OF ALTERED POLICY TERMS  
VALUATION POLICY OCI 41-080 (R 01/2015)  
BUILDERS RISK POLICY OCI 41-104 (R 01/2015)**

City of Menasha  
Pamela Captain  
140 Main Street  
Menasha, WI 54952

Policy Number: 140411  
Renewal Date: 1/1/2015

Dear Insured:

Wisconsin Statute 631.36 provides that policyholders be notified of any significant policy alterations at least 60 days prior to any anniversary (*i.e.*, *renewal*) date if the changes are to become effective on the renewal date. In the event the renewal is sent by first class mail less than 60 days prior to the anniversary date, the policy change becomes effective 60 days after the notice is mailed. As a policyholder, you have the right to cancel coverage without penalty within the prescribed 60 day time period. After 60 days, cancellation may be subject to customary short rate cancellation charges.

This notice is being sent to all policyholders since changes have been incorporated into the Valuation Policy and Builders Risk Policy. A brief description of the significant coverage changes are listed below

**Description of Policy Changes**

The following applies to the revised policies and newly created endorsement included in this filing:

1. OCI 41-080 (R 01/2015) VALUATION POLICY. This filing revises policy language in the OCI 41-080 Valuation Policy. There are a number of editorial revisions that clarify policy language with no additional restrictions or enhancements to the policy. The most significant changes are the following that are restrictions or expansions of coverage:
  - a. SECTION IV – COVERED PROPERTY changes.
    - i. Item D. The restriction for unscheduled Property in the Open having to be within 1000 feet of a building or structure in order to be covered has been removed. The \$1000 limit per item has also been removed. Only the \$10,000 maximum per occurrence applies.
    - ii. Item N. we removed the "adding roof area" and changed it to "adding square footage" to clarify the coverage provided for buildings being remodeled or repaired.
    - iii. Item Q we added "or compliance with" which broadens coverage since an enforcement action to comply with Ordinances or Law is not required. Also, we have clarified that we are only required to repair to the minimum standards required by the ordinance or law.
    - iv. Item T. Fire department charge coverage has been expanded by adding "each premises". Previously we could pay up to \$5000 for an occurrence rather than for each premises affected.
  - b. SECTION VI – LOSSES EXCLUDED.
    - i. The earthquake exclusion in Item A. 2. has been clarified to also mention that earthquakes include tremors and aftershocks.

- ii. Item A. 7. was added to exclude hot water boilers or other heating equipment since these items should be covered under a separate equipment policy, (e.g. boiler insurance.)
  - c. Adds "historical building" in SECTION VII – BASIS OF RECOVERY. This introduces coverage limitations for an "historical building" that allows for limiting the maximum pay out to the "market value" of the property or the cost to repair damages with comparable materials to damaged covered property. The insured has the option to obtain the OCI 41-928 HISTORICAL BUILDING EXCEPTION ENDORSEMENT if the historical building is insured for full replacement cost. Definitions of "historical buildings" and "market value" have also been added in SECTION IX – DEFINITIONS. In addition, SECTION IV – COVERED PROPERTY, Item Q – Ordinance or Law coverage was revised to incorporate the changes added for a "historical building". SECTION X – ADDITIONAL COVERAGES Item B. Fine Arts was also revised to reflect the changes to SECTION VII – BASIS OF RECOVERY.
  - d. SECTION VII – BASIS OF RECOVERY also has a revision to specify that the Fund may settle on the basis of actual cash value if the insured does not repair or replace. However, it also specifies that the insured has 180 days from the date of loss to advise the Fund that they have decided to repair or replace. This 180 days allows an insured to opt for repair or replacement versus the actual cash value settlement.
  - e. SECTION VIII – CONDITIONS, Item H. "Fund's" Options has been modified to clarify that it is up to the Fund's discretion whether to repair or replace covered property. This was done to avoid the possibility that an insured would claim that it was solely within their discretion as to whether to repair or replace damaged covered property.
2. OCI 41-104 (R 01/2015) BUILDERS RISK POLICY. This policy was revised to track with changes to the Valuation policy that also affected the Builders Risk policy. As with the Valuation Policy, There are a number of editorial revisions that clarify policy language with no additional restrictions or enhancements to the policy. The primary changes that track with the Valuation policy changes are those in Items 1. A. iii. & iv.; b.; d., and: e. above.
3. OCI 41-927 (C 01/2015) HISTORICAL BUILDINGS EXCEPTION ENDORSEMENT. As indicated in Item 1. c. above, this optional endorsement allows an insured to waive the limitation for an historical building if they agree to insure the historical building at the full replacement cost. This endorsement removes the limitation for paying the lesser of the "market value" of the property or the cost to repair damages with comparable materials to damaged covered property.

No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your renewal policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

The Fund's Advisory Committee, which is comprised of 21 Fund insured members, worked with the Fund in reviewing these changes and has endorsed making the changes noted above. If you have questions about any of the above changes, please contact the Fund Administrator at 877-229-0009, or the undersigned at (608) 264-8118, or email me at [Brynn.BruijnHansen@wisconsin.gov](mailto:Brynn.BruijnHansen@wisconsin.gov).

Please review this new policy closely when you receive your renewal policy.

Sincerely,



Brynn Bruijn-Hansen  
Insurance Program Manager,  
Office of the Commissioner of Insurance



## MEMORANDUM

Date: November 26, 2014

To: Administration Committee  
From: Pamela A. Captain, City Attorney

RE: *PAC* Underground Storage Tanks (UST) Insurance (RENEWAL)

We are looking for approval to renew the City's UST insurance coverage. You may recall that according to federal regulations cities must demonstrate financial ability for cleanup costs in the case of a leak. In the past the City of Menasha relied on its bond rating to demonstrate financial ability. We are not able to rely upon our bond rating at this time. Over the past few years the Administration Committee recommended and the Common Council approved taking out UST insurance in order to be compliant with federal regulations.

If anyone is interested in reviewing the complete proposal it is available in the City's clerk office.

### **SAMPLE MOTION:**

To approve the renewal quotation for UST insurance of ACE American Insurance Co. for 1 year in the amount of \$4,248.



October 24, 2014

Mr. Michael Brunn  
Human Resource Dept.  
City of Menasha  
140 Main Street  
Menasha, WI 54952

RE: UNDERGROUND STORAGE TANK POLICY #G24735497  
ACE AMERICAN INSURANCE COMPANY  
EXPIRATION DATE: DECEMBER 31, 2014

Dear Mr. Brunn:

We were advised by the carrier that the captioned policy is eligible for an automatic renewal effective December 31, 2014.. Attached is the renewal quotation issued by the incumbent carrier, ACE American Insurance Company for your review. Renewal quotation is based on expiring information.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is ACE American Insurance Company.
- The A. M. Best rating is A++ XV. The A. M. Best Rating Summary is attached for your review.
- Renewal premium is \$4,248. A slight increased from expiring premium of \$3,880 due to the age of covered tanks.
- Commission to Gallagher is 15%.
- The premium is based upon expiring information and is not subject to audit.
- A renewal application is enclosed for your signature. Please review the renewal application and let us know if there are any changes to the information listed on this application.
- Covered Tanks are listed on page 4 of the renewal quote.
- Please refer to the policy for the Claims Reporting Requirements.

Gallagher is responsible for the placement of the following lines of coverage:

- Underground Storage Tanks coverage

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

In order to complete the renewal process, please return the following documents no later than **December 12<sup>th</sup>**:

1. Note any changes you desire to be made on the renewal application.
2. Signed & dated the Client Authorization To Bind AND the Renewal Application

We appreciate your renewal business and look forward to working with you in the coming year. Please contact me if you have any questions or required any clarifications. Thank you and have a great day.

Sincerely,  
  
Loann Le  
Account Executive

Enclosures

### Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name	Estimated Annual Premium	Comm % or Fee	Wholesaler, MGA or Intermediary % or Fee	AJG Owned? Yes or No
Underground Storage Tanks	ACE American Insurance Company	None	\$4,248.00	15%	None	N/A

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10 % of the policy premium. Please refer to the Contingent and Supplemental Commission Disclosure or contact your Gallagher representative for additional information. Please refer to the carrier's quote attached for additional renewal information.

**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 1<sup>st</sup> 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 1<sup>st</sup> day of January 2014, and shall terminate as of the 31<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> day of January 2014, and shall terminate as of the 31<sup>st</sup> 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.

