

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (AGREEMENT) is entered into with an effective date of January 1, 2020 by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and COLONIAL CLUB INC. (COLONIAL CLUB)

WHEREAS, the COLONIAL CLUB a progressive community-based non-profit organization dedicated to enhancing the health and dignity of older adults in Northeast Dane County, and

WHEREAS, the COLONIAL CLUB provides certain services to older adult residents of the VILLAGE

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, it is hereby agreed between the parties as follows:

ARTICLE I – PREAMBLE

A. The parties mutually agree the VILLAGE and the COLONIAL CLUB are separate and distinct entities and shall not have any general authority to enter into any contract, assume or impose any obligation on behalf of the other.

B. Neither party has any responsibility or obligation for the employees of the other party.

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF COLONIAL CLUB

Pursuant to this AGREEMENT, COLONIAL CLUB agrees to provide the following services:

1. One-on-one case management for persons aged 60 or over. This will include 3 hours weekly on-site case management support at Taylor Ridge Senior Living.

3.0 hours weekly of one-on-one case management support for persons 60 and over consisting of onsite case management support, or assistance for those that require guidance through the Medicare Part D process. These services may be provided at the Taylor Ridge Senior Living Center, Bank of Sun Prairie in Cottage Grove or the Sun Prairie Colonial Club location.

2. Increase meals provided by 3% This would include home delivered meals and meals served to residents at the Colonial Club.

Subject to receiving requested Federal funding, delivering 1,680 noon meals to homebound residents who meet Dane County nutrition requirements,

3. Increase transportation service use by 3% as needed to and from the Colonial Club for residents who enter the Adult Day Care Center program and/or utilize the congregate meal site.

Provide 6,000 miles in transportation service as needed to and from the Colonial Club for residents who enter the Adult Day Center program

4. Provide hours of Supportive Home Care for eligible residents.

Provide 1,500 miles in transportation service as needed to and from the Colonial Club for a resident who would like to eat at the congregate meal site and then stay for activities.

5. Offer weekly variety of activities, educational and socialization opportunities at the Colonial Club.
Support RSVP volunteer with on-site office assistance to schedule medical transport for residents.
- ~~6. Provide 4 hours per week of Supportive Home Care for eligible residents.~~
7. Offer weekly variety of activities, educational and socialization opportunities at the Colonial Club. **(NO CHANGE)**
8. Provide 100 copies of monthly newsletter “The Courier” at Village Hall, Taylor Ridge, and other sites throughout Cottage Grove. **(NO CHANGE)**
9. Provide opportunities for volunteering for residents to support Colonial Club programming. **(NO CHANGE)**
10. Explore opportunities for collaboration with other village providers of service for older adults. **(NO CHANGE)**
11. PROVIDE adult day care support to eligible residents as needed.

B. **OBLIGATIONS OF THE VILLAGE OF COTTAGE GROVE**

VILLAGE agrees to identify a person to serve as liaison between the VILLAGE and the COLONIAL CLUB.

C. The parties may mutually agree in writing to revise these services/obligations.

D. COLONIAL CLUB may not assign any of the services/obligations outlined in this AGREEMENT without the prior written consent of the VILLAGE.

ARTICLE III - CONSIDERATION

- A. In consideration of COLONIAL CLUB satisfactorily providing the services/obligations outlined in SECTION II (A), the VILLAGE agrees to pay the COLONIAL CLUB for the year 2020 the sum of ~~TWELVE THOUSAND DOLLARS~~ ~~(\$12,000.00)~~ ~~SIXTEEN THOUSAND DOLLARS~~ (\$16,00000)
- B. Payment for these services shall be made within thirty (30) days of receipt of the annual invoice form COLONIAL CLUB.

ARTICLE IV - REPRESENTATIVES

- A. COLONIAL CLUB agrees all services and activities performed pursuant to this AGREEMENT will be supervised and directed by **MELODY RIEDEL, DIRECTOR OF SERVICES** (Program Director) for the COLONIAL CLUB or designee.

COLONIAL CLUB shall inform the VILLAGE of any changes to the COLONIAL CLUB representative.

- B. All dealings between the VILLAGE and COLONIAL CLUB with respect to the subject matter of this AGREEMENT shall be with **VILLAGE ADMINISTRATOR MATT GIESE** or his designee.

ARTICLE V – TERM, RENEWAL, TERMINATION

- A. The term of this AGREEMENT shall extend from the first day of January 2020 and terminate on the 31st day of December, 2020
- B. Consideration of funding, renewing or amending the underlying

AGREEMENT for subsequent year(s) shall occur as part of the VILLAGE Budget process and shall be completed in conjunction with the adoption of the final VILLAGE Budget.

C. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days advance written notice, sent by certified mail, of their intent to do so.

D. If the AGREEMENT is terminated before the end of a calendar year, the VILLAGE shall pay COLONIAL CLUB a pro-rated amount of the annual rate or COLONIAL CLUB shall return a pro-rated amount to the VILLAGE within thirty (30) days of such termination.

ARTICLE VI. INDEMNITY

A. COLONIAL CLUB agrees to indemnify and hold the VILLAGE harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from COLONIAL CLUB negligent acts, errors or omissions in the performance of this AGREEMENT.

B. This provision shall survive the termination of this AGREEMENT.

ARTICLE VII INSURANCE

A. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY:

COLONIAL CLUB agrees that it will comply with all statutes and laws with regard to Workers' Compensation/Occupational Disease applying to employees or their beneficiaries. Minimum limits shall be:

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 Each Accident

The worker's compensation insurance policy shall contain a Waiver of Subrogation in favor of the Village waiving each underwriter's rights of subrogation against the owner.

B COMMERCIAL GENERAL LIABILITY LIMITS NOT LESS THAN:

Bodily Injury and Property Damage, Minimum limits shall be as follows:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Medical Payments	\$5,000

1. Commercial Automobile, including Owned, Non-Owned and Hired Automobiles.

Limits not less than: \$1,000,000 Combined Single Limit, Each Accident for bodily injury and property damage. Policy must be intended to cover all owned, non-owned and hired automobiles.

C. MISCELLANEOUS INSURANCE-RELATED PROVISIONS

- All liability coverage shall be on an "occurrence" policy form and shall be maintained without interruption from date of commencement of the work until date of final payment.
- COLONIAL CLUB shall list the Village as an Additional Insured on all insurance policies herein, other than worker's compensation policies. The worker's compensation policy must contain a Waiver of Subrogation in favor of the Village. Certificates of insurance acceptable to the Village shall be filed with the Village prior to commencement of the work under the Agreement and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Village.
- The Village requires that the Additional Insured requirement be accomplished through a CG 20 10 07 04 endorsement and a CG 20 37 07 04 endorsement or equivalent thereof.
- If this insurance is written on a Commercial General Liability policy form, the ACORD form 25S will be acceptable.

ARTICLE VIII – RESOLUTION OF DISPUTES

A. **INFORMAL DISPUTE RESOLUTION**

In the event a dispute arises regarding the performance or interpretation of this AGREEMENT, both parties agree to negotiate in good faith to resolve the dispute.

If the dispute is not resolved within sixty (60) days, the dispute shall be referred to mediation unless both parties agree to extend the Informal Resolution Process.

Either party may terminate the extended Informal Dispute Process by providing written notice to the other party.

B. **MEDIATION.**

(i) The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution.

If no mediator is agreed upon within said 14 days, each party shall name a third party and the third parties so named shall pick a mediator within 10 days. The parties shall present their dispute to the mediator within 60 days of the mediator being named.

(ii) The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

(iii) The expense of the mediator shall be divided equally between the parties.

ARTICLE IX – MISCELLANEOUS

A. **ENTIRE AGREEMENT**

This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are not understandings or agreements other than those incorporated in this AGREEMENT. This

AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood COLONIAL CLUB may not assign any rights or obligations hereunder without the prior written consent of the VILLAGE.

C. GOVERNING LAW

This AGREEMENT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

D. HEADINGS; REFERENCES

The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT.

E. SEVERABILITY

If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE

Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE OF COTTAGE GROVE

COLONIAL CLUB INC.

ATTN.: VILLAGE ADMINISTRATOR
MATT GIESE
221 E. COTTAGE GROVE RD
COTTAGE GROVE, WI 53527

ATTN: EXECUTIVE DIRECTOR
ROBERT POWERS
301 BLANKENHEIM LN.
SUN PRAIRIE, WI 53590

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties will comply with all applicable federal, state and local law regulations.

H. COUNTERPARTS

This AGREEMENT may be executed in counterparts and the signatures of each party on separate copies of the AGREEMENT shall be fully effective to bind each of them to the AGREEMENT with any other party that signs any separate copy of the AGREEMENT.

I. REPRESENTATION

The parties acknowledge this AGREEMENT was drafted by Attorney Leighton W. Boushea who serves as the attorney for the VILLAGE. The COLONIAL CLUB acknowledges Attorney Leighton W. Boushea cannot and has not provided any legal counsel. If any term, section or other portion of this document is reviewed by a court, mediator, arbitrator or other judicial or *quasi* judicial entity, such entity shall treat this document as having been drafted by both parties jointly. By the terms of this AGREEMENT, neither party shall benefit from not having drafted this document.

COLONIAL CLUB INC.

Date

By: _____
Robert Powers, EXECUTIVE DIRECTOR

VILLAGE OF COTTAGE GROVE

Date

By: _____
John Williams VILLAGE PRESIDENT

Date

Attest: _____
Lisa Kalata, VILLAGE CLERK