



Agreement for Services



This AGREEMENT FOR SERVICES (AGREEMENT) is entered into with an effective date of January 1, 2026 by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and COLONIAL CLUB INC. (COLONIAL CLUB)

WHEREAS, the COLONIAL CLUB is 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 or 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. COLONIAL CLUB offers both educational and social activities, as well as a comprehensive set of social services to people age 55 and older including case management, home-delivered meals, adult day care, and more. COLONIAL CLUB will provide an annual written report and a presentation to the VILLAGE detailing services provided that are listed on Attachment A when requesting renewal of the agreement for the next calendar year. In addition, COLONIAL CLUB will provide a written report detailing the services listed in Attachment A by March 31

showing finalized service delivery levels for the previous calendar year.

- B. In the event of the imposition of federal, state, or local orders that affect the ability of COLONIAL CLUB to perform any of the services expected to be provided to the VILLAGE, COLONIAL CLUB is permitted to shift or redirect resources to specific services or tasks consistent with such orders, and subject to available resources, in the interest of service recipients.
- C. In consideration of COLONIAL CLUB satisfactorily providing the services/obligations outlined in Attachment A the VILLAGE agrees to pay the COLONIAL CLUB for the year 2026 the sum of THIRTY TWO THOUSAND DOLLARS (\$32,000.00). Payment for these services shall be made within thirty (30) days of receipt of the annual invoice from COLONIAL CLUB.

ARTICLE III - REPRESENTATIVES

- A. COLONIAL CLUB agrees all services and activities performed pursuant to this AGREEMENT will be supervised and directed by the EXECUTIVE for the COLONIAL CLUB or the DIRECTOR OF SERVICES or another 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 the VILLAGE ADMINISTRATOR or another designee.

ARTICLE IV – TERM, RENEWAL, TERMINATION

- A. The term of this AGREEMENT shall extend from the first day of January 2026 and terminate on the 31st day of December, 2026.
- B. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days advance written notice, sent by certified mail.
- C. 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, as applicable.

ARTICLE V – 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 VI – INSURANCE

- A. COLONIAL CLUB shall maintain the following minimum insurance coverage/limits:

Comprehensive General Liability	\$1,000,000/occurrence; \$2,000,000/aggregate
Automobile Liability (Including all owned, non-owned, and hired vehicles)	\$1,000,000/occurrence and aggregate
Worker's Compensation/ Employer's Liability	Statutory Limits

- B. COLONIAL CLUB shall list the Village as an Additional Insured on all insurance policies referenced herein, other than worker's compensation policies. 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.

ARTICLE VII – 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 this informal process. Either party may terminate any extension of the informal 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 VIII – 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 no 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. 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.

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

Attn: Village Administrator, Matt Giese
221 E. Cottage Grove Road
Cottage Grove, WI 53527

Colonial Club, Inc.

Attn: Executive Director Melody Reidel
301 Blankenheim Lane
Sun Prairie, WI 53590

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

COLONIAL CLUB, INC.

Date

By: _____
Melody Reidel, Executive Director

VILLAGE OF COTTAGE GROVE

Date

By: _____
Cynthia Kelm-Nelson, Village President

Date

By: _____
Lisa Kalata, Village Clerk



Agreement for Services

Attachment A: Services



- One-on-one case management for persons aged 60 and over.
- Provide home-delivered meals and meals served to residents on-site at the Colonial Club.
- Provide transportation services to and from the Colonial Club for residents in the Adult Day Care Center program and/or to those who utilize the congregate meal site.
 - Add for 2026: Increase transportation opportunities from Cottage Grove to Colonial Club, potentially with bus stops at Village Hall and/or Town Hall.
- Provide Supportive Home Care for eligible residents.
- Offer weekly variety of activities, educational, and socialization opportunities at the Colonial Club.
- Provide copies of monthly newsletter “The Courier” at Village Hall, Municipal Services Building, Taylor Ridge, Drumlin Reserve, and other designated locations in Cottage Grove.
 - Current locations:
 - Drumlin Reserve - 111 E. Reynolds St. - 20 copies
 - Bank of Sun Prairie - 419 W. Cottage Grove Rd. - 3 copies
 - Glenwood Apartments - 405 W. Cottage Grove Rd - 15 Copies
 - Kindred Hearts - 325 W. Cottage Grove Rd. - 3 copies
 - Old Town Coffee Shop - 218 S. Main St. - 15 copies
 - Piggly Wiggly - 421 W. Cottage Grove Rd. - 10 copies
 - St. Patricks Catholic Church - 434 N. Main St. - 15 copies
 - Taylor Ridge Apartments - 510 Westlawn Dr. - 20 copies
 - Village of Cottage Grove - 221 E. Cottage Grove Rd. - 3 copies
 - Add locations:
 - Town Hall
 - Flynn Hall (can drop off extra copies for this location at Town Hall)
- Provide opportunities for volunteering for residents to support Colonial Club programming.
- Explore opportunities for collaboration with other village providers of service for older adults.
- Provide adult day care support to eligible residents as needed.