

Sauk County Meals on Wheels Deliver to Columbia County Resident Contract

Contract by and between Sauk County ("Sauk") and Columbia County ("Columbia") as follows:

WHEREAS, Sauk County ADRC provides meals to eligible residents through its Meals on Wheels program;
and

WHEREAS, Sauk has specific routes that it uses to provide said meals; and

WHEREAS, both Sauk and Columbia agree that based on the routes that Sauk uses to deliver meals that
a Columbia resident would be better served by the Sauk delivery driver; and

WHEREAS, Columbia is willing to reimburse Sauk for the meals that are delivered to the Columbia
residents.

NOW, THEREFORE, based on the good and valuable consideration stated herein, and other good and
valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Duties of Sauk.** Sauk shall:
 - A. Deliver meals to the Columbia County residents whenever meals are being distributed by Sauk.
 - B. Bill Columbia at the end of each month for the meals that were delivered at the rate of \$6.00 per meal.

2. **Duties of the Columbia:**
 - A. Pay all invoices for meals within 45 days of the date of receipt of the bill.
 - B. Notify Sauk at least 3 business days in advance of any day that a meal will not need to be delivered.

3. **Notices.** Any legal notices required by this agreement shall be made in writing to the address specified below:

Sauk – County Clerk
505 Broadway
Baraboo, WI 53913

With a Copy to: Susan Blodgett
Sauk County ADRC
505 Broadway
Baraboo, WI 53913

Columbia – _____

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the parties.

4. **Insurance.** During the term of this Agreement, Columbia shall maintain the following insurance:

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Columbia's insurance shall be the primary coverage for the loaned vehicle(s). Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance shall name the County as an additional insured on the policy and shall require that a thirty (30) day cancellation notice be given to the County. A waiver of subrogation in favor of the County shall be made for the workers' compensation. An updated copy of the Certificate must be provided anytime a change is made to any policy.

7. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
8. **Governing Law, Jurisdiction and Venue.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
9. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.
10. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision

held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

12. **Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
13. **Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
14. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
15. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.
16. **Multiple Originals.** This contract may be executed in multiple originals, each of which, together shall constitute a single agreement.
17. **Captions.** The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
18. **No Partnership or Joint Venture.** This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.
19. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Sauk of any immunity, liability limitation or other protection available to Sauk under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the shall apply unless the Sauk elects otherwise.
20. **Open Records Law Compliance.** Columbia understands and agrees that, because Sauk is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Columbia. Columbia agrees to fully comply with such laws, and to cooperate with Sauk in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Sauk or others upon the request of Sauk. Compliance and cooperation of Columbia shall be at its sole cost and expense.
21. **Amendment.** No amendment of this contract shall be binding unless in writing and signed by all of the parties.
22. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised by Columbia in the performance of its duties as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
23. **Equal Employment Opportunity.** Columbia hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. Columbia affirms its policy to recruit and hire

employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is Columbia's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. Columbia further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

24. **Gratuities – Kickbacks – non-collusion:** It shall be a breach of this contract and subsequent amendments for Columbia to offer, give, or agree to give anything of pecuniary value or to make an offer for employment to any elected official, employee, or former employee in connection with this agreement. Prohibited conduct shall include, but is not limited by enumeration, acts or attempts to influence: any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.
25. **Time of the Essence.** Except as otherwise specifically stated herein, time is of the essence with respect to all provisions of this contract that specify a time for performance.
26. **Term.** The term of the contract shall be from March 1st, 2022 through December 31st, 2022. The contract shall automatically renew for successive one-year terms until such time wither party provides notice of termination pursuant to the terms of this agreement.
27. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, Columbia's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.
28. **Termination, Breach of Contract.** In the event of a breach of this contract by Columbia, Employer may, in its sole discretion, declare this contract to be terminated. Upon such termination, Sauk shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

{READ THE NEXT SECTION CAREFULLY, YOU HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS CLAUSE}

29. Indemnification and hold Harmless. Columbia shall at all times indemnify, defend and save harmless, the and it's supervisors and employees from any and all causes of action, demands, liability, claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, by reason of loss or damage to any property or bodily injury to any person, including but not limited to death, as a direct or indirect result of the performance by Columbia of its duties hereunder, and as the result of any action or omission of Columbia.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

Sauk County by:

Brent Miller, County Administrator

Date: _____

Columbia County by:

Name (printed): _____

Title: _____

Date: _____