

## **Aging & Disability Resource Center of Sauk County Agreement**

THIS AGREEMENT is entered into this 02 day of September, 2022, by and between The Relish Tray Bistro & Speakeasy, (hereinafter referred to as "Provider"), with a principal place of business located at 106 4<sup>th</sup> Street, Baraboo, WI 53913 and Sauk County through its Aging & Disability Resource Center of Sauk County (hereinafter referred to as "ADRC") with its principal place of business located at 505 Broadway, Baraboo, WI 53913.

WHEREAS, the ADRC is interested in providing Nutrition Program meals to Sauk County consumers: and

WHEREAS, the ADRC has determined that the Provider has the requisite expertise and background to provide this type of service; and

NOW THEREFORE, in consideration of the mutual undertakings and the agreements contained herein, the ADRC and the Provider agree as follows:

1. Term of this contract will be October 3, 2022, through December 31, 2022. This agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to Provider or ADRC.
2. Provider agrees to provide meals that meet as much as the 1/3 Recommended Dietary Allowance as possible, as determined by ADRC Nutrition Program staff.
3. Provider will be paid **\$6.00** per meal by the ADRC.
4. Meals will be distributed from Provider's location, 106 4<sup>th</sup> Street, Baraboo, WI 53913.
5. There will be five days of operation per week. Meals will be the lunch meal.
6. Menus will be planned monthly by the Provider and sent to the ADRC no later than the fifteenth of the month prior.
7. The ADRC shall provide the Provider a list of all observed County holidays for the year, which would relate to sites being closed.
8. The ADRC shall reimburse Provider for all meals ordered. The Provider shall submit an invoice monthly to the ADRC. The invoice should be submitted to:

ADRC of Sauk County  
Attn: Staci Dankert  
[Staci.dankert@saukcountywi.gov](mailto:Staci.dankert@saukcountywi.gov)

9. The Provider must notify the ADRC's representative on or before 7:00am in the case of unforeseen conditions that are not within the control of the Provider, such as food shortage or natural disaster, which would require the Provider to cancel meals for that day. Likewise, the ADRC agrees to notify the Provider of any cancellation when the cause is beyond the control of the ADRC, such as weather conditions.

10. Food temperatures at the time of service, transportation and at the time of delivery must be no less than **140°F for hot foods—no more than 41°F for cold foods.**
11. It is understood and intended and agreed that this Agreement shall not be construed to create an employer/employee relationship between the ADRC and the Provider. Provider is providing services under this agreement as an independent contractor.
12. During the term of this Contract, Provider shall, at Provider's sole cost, 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.

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. An updated copy of the Certificate shall be provided anytime a change is made to any policy which affects any requirement under this contract.

The parties intend that neither the insurance requirements, the insurance limits required herein, nor any other part of this section be deemed to limit any liability of ADRC.

13. The Provider who enters into a contract with the ADRC shall maintain for a period of three (3) years after final payments are made by the ADRC any and all books, documents, papers and records of the Contract directly pertinent to the Contract. If an audit, litigation, or other action involving the end of the three (3) year period, the books, documents, papers or records must be retained until all issues arising out of the actions are resolved or until the end of the three (3) year period, whichever is later. For the purpose of making an audit, examination, excerpts, and transcriptions, the United States Department of Health and Human Services, the Comptroller General of the United States, the Wisconsin State Office on Aging, the County, or any of their duly authorized representatives, shall have access to the above-mentioned books, documents, papers and records.
14. The ADRC reserves the right to:
  - (a) Inspect the equipment, operations and premises of the Provider unannounced at any time during the contract period.
  - (b) Inspect food to be provided to determine compliance with the specifications and to reject food not meeting such specifications.


- (c) Receive copies of Food Service Establishment Inspection Reports conducted by the Health Department annually.
15. The ADRC agrees to hold harmless, indemnify and defend Provider from and against any and all claims, losses, demands, damages, fees, or charges of liability, arising solely out of the negligence or willful misconduct of the ADRC. Provider agrees to hold harmless, indemnify and defend the ADRC from and against any and all claims, losses, demands, damages, fees, or charges of liability, arising solely out of the negligence or willful misconduct of Provider.
16. To the extent authorized by Wisconsin law and subject to the limitations of 893.80 and §895.46, Wis. Stats., each party agrees that it shall be responsible for any loss or expense (including costs and attorneys fees) arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing work under this agreement.
17. The ADRC and Provider agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed by both parties in the same manner as for this agreement.
18. It is understood and agreed that the entire agreement of the ADRC and Provider is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

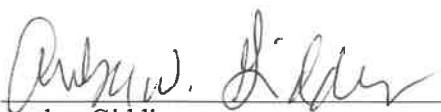
**AGING & DISABILITY RESOURCE CENTER  
OF SAUK COUNTY**

**PROVIDER**

By:

  
Brent Miller, Sauk County Administrator  
Sauk County  
Date: 9/26/22

By:

  
Amber Giddings  
The Relish Tray Bistro & Speakeasy  
Date: 9-27-22