

SAUK COUNTY AGING & DISABILITY RESOURCE CENTER

2023-2024

Contract between Sauk County Aging & Disability Resource Center

And

Luke Whitaker; General Manager of the Reedsburg Country Club

This contract is made by and between Sauk County, a political subdivision of the State of Wisconsin, through its Sauk County Aging & Disability Resource Center Senior Meal Program (hereafter Sauk ADRC), and Luke Whitaker, General Manager of the Reedsburg Country Club for the provision of congregate meals to the Sauk County Senior Meals Program. Effective dates of this contract are August 1, 2023 thru December 31, 2024.

Contract Information:

For Sauk ADRC

Susan Blodgett
505 Broadway
Baraboo, WI 53913
(608)355-3289
Susan.blodgett@saukcountywi.gov

For Vendor:

Luke Whitaker
3003 E. Main Street; Reedsburg
PO Box 125
(608)524-6000 ext. 3
luke@reedsburgcountryclub.com

Sauk ADRC and Vendor agree as follows:

1. Vendor Obligations

- a. Prepare salad bar for congregate clients in the Sauk County Senior Nutrition Program.
- b. Provide to Sauk ADRC statement of compliance with Wisconsin food code, including facility license, certification of staff handling and preparing food (food manager certification), to include all staff handling and preparing food.
- c. Insurance. During the term of this Agreement, Vendor shall, at Vendor's sole cost, maintain the following insurance:
 - i. Comprehensive General Liability Limits: Excess Umbrella Liability Limits: \$1,000,000.00
 - ii. Worker's Compensations:
 1. Coverage A: Limits - Statutory
 2. Coverage B: Employer's Liability Limits
 3. Bodily Injury by Accident - \$100,000 each accident minimum
 4. Bodily Injury by Disease - \$100,000 each employee minimum

5. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of general Liability Insurance & Excess Umbrella Liability shall name the Employer as an additional insured on the policy and must require that thirty (30) day cancellation notice be given to the Employer. An updated copy of the Certificate must be provided anytime a change is made to any policy.

- d. Provide all tableware and napkins for serving purposes.
- e. Allow Sauk ADRC staff to inspect the food preparation and storage areas of Vendor.
- f. Vendor is responsible for the purchase, care, maintenance, and security of the food preparation facility and equipment, including food transport equipment.
- g. Provide meals two different weekdays each week, dependent upon the golfing season at the Country Club that are determinate by ADRC staff and the RCC manager. Meal hours will be from 11:30am – 1:30pm for dine-in service. Meals will be excluded on holidays that fall on serving days as Sauk ADRC is closed for holidays. The remaining 2023 and 2024 Sauk County Holidays are:

Labor Day	New Year's Day	Thanksgiving Day
Thanksgiving Day	Martin Luther King	Friday after Thanksgiving
Friday after Thanksgiving	Friday before Easter	Christmas Eve Day
Christmas Eve Day	Memorial Day	Christmas Day
Christmas Day	Fourth of July	New Year's Eve Day
New Year's Eve Day	Labor Day	New Years Day

- h. Provide meals that comply with the requirements of GWAAR. **Attachment 1.**
- i. If the Sauk County Health Department recommends closure for any reason, such as a health emergency, the congregate dining center will be closed. The County is required to provide at least 24 hours' notice to the vendor.
- j. Submit to Sauk ADRC on the 25th day of each month, a detailed invoice of the previous month showing the number of meals and dates they were provided. The ADRC site staff will oversee all record keeping requirements.
- k. The Vendor agrees to the terms in the attached **Exhibit A.**

2. Sauk ADRC obligations:

- a. Pay the Vendor \$11.00 per meal, as detailed below. The total of \$11.00 is inclusive of a 15% tip for the Reedsburg Country Club wait staff based upon Vendor's properly submitted monthly invoice.
- b. Within 45 days receipt of monthly invoice, pay Vendor for previous month's meals.
- c. Sauk County agrees to the terms in the attached **Exhibit A**

3. Protected Health Information

- a. This contract will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations dealing with the security, confidentiality, integrity and availability of health or health-related information specific to those services described in this contract and performed by the Vendor and the Sauk ADRC.
- b. The Vendor and Sauk County ADRC will not use or disclose any PHI (personal health information) received from the other, except in performance of those functions described in this contract.
- c. Both the Vendor and Sauk ADRC will hold such PHI in confidence and use or further disclose of this PHI will be pursuant of receipt of this signed contract.
- d. Sauk ADRC staff will provide PHI training to Vendor staff assigned to the Senior Meals Program. Ramifications for such violations would include staff retraining, and if violations occur after retraining, Sauk ADRC will ask Vendor to remove violating staff member from Senior Meals Program service.

4. Termination

- a. This Agreement may be terminated by either party by sixty (60) days written notice to contract person indicated in this Agreement. Vendor is obligated to fulfill its obligations pursuant of this contract during the 60-day notice period.
- b. Sauk ADRC may terminate this Agreement without notice if Vendor does not adhere to nutrition menu, or if Vendor fails to comply with Wisconsin and Sauk County licensing and certification requirements, or if food contamination is determined by Health Department.

5. Laws

- a. This contract shall be governed and interpreted by the laws of the State of Wisconsin and is meant to replace any and all prior understandings or agreements, written or verbal, on the subject matter hereof.

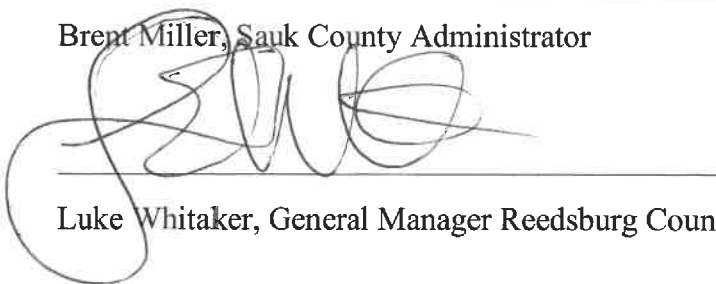
This contract constitutes the entire agreement between the Vendor and Sauk ADRC. Both parties have read, understand and agree to the terms of this Contract.



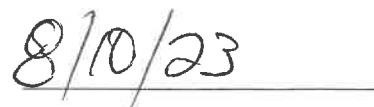
Brent Miller, Sauk County Administrator



Date



Luke Whitaker, General Manager Reedsburg Country Club



Date

Attachment 1

Salad Bar Supply List

Salad Mixes	Include ALL	Meats	Pick 2	Toppings	Include ALL
Spring Mix	*can combine	Chicken Breast Strips		Hard Boiled Eggs	
Italian Mix	mixes	Tuna		Shredded Cheese	
Spinach Mix		Ham		Dried Cranberries	
Iceburg		Bacon		Sunflower Seeds	
				Croutons	
Fresh Veggies	Pick 4	Dressings	Include ALL	Sides	Pick 2
Shredded Carrots		Classic Ranch		Pickled Beets	
Grape Tomatoes		Creamy French		Canned Peaches	
Cucumbers		Thousand Island		Vanilla Yogurt	
Sugar Snap Peas		Balsamic Vinaigrette		Cottage Cheese	
Red Onion		Italian			
Fresh Fruits	Pick 1	Chill foods to an internal temperature of 41 degrees Fahrenheit and temp at least every 2 hours.			
Strawberries					
Grapes					
Oranges					

Exhibit A

STANDARD CLAUSES

1. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

2. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

3. **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, pandemics, 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.

4. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

Coalition: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Susan Blodgett
 COUNTY
 505 Broadway
 Baraboo, WI 53913

Vendor: Luke Whitaker
 3003 E. Main Street
 Reedsburg, WI 53959
 P.O. Box 125

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

5. **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, in the case of an LLC its members, 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.

6. **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.

7. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

8. **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.

9. **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 COUNTY of any immunity, liability limitation or other protection available to the 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 COUNTY shall apply unless the COUNTY elects otherwise.

10. **Open Records Law Compliance.** Vendor understands and agrees that, because COUNTY 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 Vendor and/or the COUNTY. Vendor agrees to fully comply with such laws, and to cooperate with COUNTY in its

compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to COUNTY or others upon the request of COUNTY. Compliance and cooperation of Vendor shall be at its sole cost and expense.

11. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Vendor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Vendor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Vendor and the County, and the County will not be liable for any obligation incurred by Vendor including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Vendor is not entitled to receive any benefits from County or to participate in any County benefit plan.

12. Competence, Solvency. Vendor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Vendor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Vendor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

13. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

14. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.