

## **AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of March 2019 by and between the COUNTY OF SPOTSYLVANIA, VIRGINIA hereinafter called the "County", and the RAPPAHANNOCK AREA AGENCY ON AGING, INC. hereinafter called "RAAA", identifies the responsibilities of both parties to this agreement regarding the use of the Marshall Senior Center as a Senior Meal Center.

### **I. Duration, Review, Modification, and Termination of Agreement**

A. This agreement shall be in full force and effect upon its execution and shall be subject to review annually. Said annual review shall be performed by the Board of Supervisors of the County or their duly appointed representative and the Board of Directors of RAAA and shall commence no later than March 1<sup>st</sup> of each calendar year.

B. Modifications to this agreement may be made during the annual review process or as needed during the fiscal year; provided, however, that any modification shall be made in writing and signed by both parties.

C. This agreement may be terminated at the request of either party by written notification of not less than sixty days. Since termination of the agreement shall in effect discontinue RAAA's use of the Marshall Senior Center as a Senior Meal Center, any termination agreement shall include a plan for disposition of furniture, equipment, and supplies purchased and maintained by RAAA. RAAA is responsible for disposition regardless of which party initiates termination of the Agreement.

## **II. Hours of Operation**

The County agrees to make the Marshall Senior Center, located at 8800 Courthouse Road, and the main lounge, kitchen and restroom facilities available to RAAA 3 days a week (Monday, Thursday, Friday) from 8:00 a.m. – 3:00 p.m., except on County holidays, for the purpose of conducting programs and preparing and serving meals to Meal Center participants. Use of the facilities other than the dates and times specified herein shall be requested in writing and mutually agreeable to both parties. The County shall provide to RAAA, at the commencement of the contract year, a schedule delineating County holidays during the calendar year.

## **III. Program Priority**

A. RAAA has priority use of those areas of the building designated for its use during the days and hours allotted as defined in Section II of this Agreement. In the event of a conflict with a special County event, the Board of Supervisors or its agent shall notify RAAA of the conflict as soon as practicable, but no less than ten (10) days prior to the date of the conflict.

B. The County reserves the right to full access to all facilities during any declared emergency and will notify RAAA to exercise an alternative plan, if possible, to accommodate Meal Center participants.

#### **IV. Designation of Building Areas for Program Operations**

A. Meal Preparation. The County will provide access to all kitchen facilities and equipment during specified, operational hours for RAAA programs as defined in Section II of this Agreement. The County reserves the right to provide access to the same kitchen facilities used by RAAA for County functions and to those groups and individuals whose functions are approved by the County; except, that access will not be provided to the portable freezer, convection oven or designated RAAA storage areas unless the County obtains permission from RAAA in writing.

B. RAAA Programs. The County reserves the right to access and use the main public area (main lounge) of the Marshall Senior Center during RAAA programs and the serving of meals to Meal Center participants during normal RAAA activity hours.

C. Storage. The County will provide adequate space not to exceed 96 square feet (8 x 12) for the storage of food, supplies, equipment and furniture.

#### **V. Equipment and Furniture**

A. At the commencement of each contract year the parties will prepare an inventory listing of the equipment owned by each party. RAAA will replace, repair, and maintain all kitchen equipment and social hall tables and chairs utilized by the program, regardless of ownership.

B. Equipment and furnishings supplied by RAAA shall be made available for use by other groups duly authorized to use the Marshall Senior Center (except as noted in Section IV. A. above). The County shall not be responsible for replacement, repair and/or maintenance of RAAA furniture and equipment. Except in emergency situations, furniture, supplies, or equipment owned by RAAA shall not be removed from the building or premises without prior notification and written approval of RAAA.

#### **VI. Alteration of Premises**

No physical alteration of the premises shall be permitted unless requested in writing by RAAA and approved in writing by the County. Any modifications or improvements including, but not limited to, re-wiring, shall be at the expense of RAAA.

#### **VII. Building Access**

The County agrees to furnish RAAA with three sets of keys providing adequate access to the building. The use of keys shall be limited to the Meal Center Manager and the Meal Center Aide. An emergency set shall be maintained in a secure location at the offices of RAAA.

#### **VIII. Maintenance and Housekeeping Responsibilities**

A. RAAA will be responsible for the day-to-day housekeeping and cleaning of the kitchen, RAAA storage areas, restrooms, and those portions of the main public area (main lounge) of the Marshall Senior Center utilized for the Senior Meal Center and associated programs.

B. In the event that the entire main public area (main lounge) of the Marshall Senior Center will be needed for a function outside of RAAA program hours, RAAA shall remove all furniture and equipment, except folding tables and chairs, from the main public area (main lounge).

C. The County will be responsible for the regular upkeep, repair, and maintenance tasks on the building and all equipment, furniture, and fixtures not furnished and maintained by RAAA.

D. During RAAA program hours, the Meal Center Manager shall be responsible for proper adjustment and regulation of heating and cooling of the area in which the Senior Meal Center is operated. Upon leaving the building, thermostats in the areas of program operation will be adjusted to those settings specified by the County to achieve utility efficiency.

#### **IX. Fee Schedule**

The RAAA shall not be assessed a charge for the use of the Marshall Senior Center.

#### **X. Program Responsibilities**

In addition to regular meals, it shall be the responsibility of RAAA personnel and their designees to provide informative and entertaining programs for Meal Center participants. All programs sponsored by the County will be coordinated with RAAA in advance.

## **XI. Insurance**

A. RAAA shall provide liability insurance to cover its employees, the County, County employees, program participants and guests.

B. RAAA shall maintain the following insurance coverage, naming the County as additional insured, during the course of this Agreement, and provide the County with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury and not less than \$1,000,000 for any occurrence involving property damage;
2. Automobile Liability Policy – in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles;
3. Workers' Compensation – in compliance with all states in which RAAA does business, including coverage B employer's liability in not less than the following amounts:
  - i. Bodily Injury by accident \$100,000 for each accident;
  - ii. Bodily Injury by disease, \$500,000 policy limit; and
  - iii. Bodily Injury by disease, \$100,000 for each employee.

C. RAAA shall not be allowed to use the Marshall Senior Center until such time as the RAAA has presented to the County Administrator certificates of insurance, evidencing RAAA's compliance with paragraphs A and B hereinabove.

**XII. Indemnification**

RAAA shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property, from any act or omission by RAAA and/or its contractors or employees, or anyone else for whom RAAA is or may be responsible.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: \_\_\_\_\_  
Mark B. Taylor

RAPPAHANNOCK AREA AGENCY ON  
AGING, INC.

By: Lugh Wade

Its: Executive Director  
(title)

Approved as to form:

Shelia J. Weiner 1-29-19  
County Attorney

RAAA Agreement 2019