



14200 Washington Avenue
Sturtevant, WI 53177
262-833-8777
1-866-219-1043
TTY: Wisconsin Relay 711

LETTER OF AGREEMENT

This agreement is hereby made and entered into this **1st day of January, 2017**, by and between the ADRC of Racine County, Senior Nutrition Program and Lincoln Villas North, Atrium of Racine, Inc.

It is agreed that site participation in the Racine County Senior Nutrition Program shall be conditioned upon compliance with the following and that any non-compliance by either party shall constitute grounds for termination. This agreement may also be terminated by either party with 30 days' written notice to the other party.

It is mutually agreed that:

The Lincoln Villas North, Atrium of Racine, Inc. Shall:

1. Cooperate with the staff of the ADRC and the administration of the Nutrition Program.
2. Designate a Program Liaison whose responsibility will involve coordinating activities and requirements with the Nutrition Program.
3. Provide the basic physical equipment necessary for serving meals to include tables, sinks, chairs, toilet facilities, storage space, and space for the posting of notices.
4. Provide a comfortable, safe and attractive setting conducive to family-type meals for older adults which includes clean, neat, heated, well-lighted and ventilated areas for meal service, free of architectural barriers which would limit the participation of older adults and prevent easy access to the site.
5. Physical facilities of the site shall meet fire and safety code requirements and the meal service area must pass a Health Department inspection and a periodic inspection by the Racine County Department of Health and Fire Department if requested.
6. Recognize that the space and related collateral services such as utilities and janitorial services, are donated to the Nutrition Program and that the Lincoln Villas North, Atrium of Racine, Inc. is liable for these expenses and rents, and that under no condition will Lincoln Villas North, Atrium of Racine, Inc. attempt to seek reimbursement for rent or any other services from the ADRC, Racine County Senior Program.
7. Maintain snow removal and garbage collection concurrent with the Program operation.
8. Provide the necessary space for recreational and social activities as are required by federal regulations.
9. There shall be no soliciting during nutrition hours. Be available for three (3.5) hours per day, five (5) days per week, generally between the hours of 10:00 a.m. through 1:30 p.m.
10. Permit the Site Manager to work 3 ½ hours per day, Monday through Friday and generally between the hours of 10:00 am to 1:30 pm.
11. At all times during the term of the Agreement, Lincoln Villas North, Atrium of Racine, Inc. will save, hold harmless, and defend the Program and Racine County and its officers, employees,

ADRC

and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury, or property damage, which Racine County or the Program may sustain, incur or be required to pay by reason of any person suffering personal injury, death, or property loss resulting from the Lincoln Villas North, Atrium of Racine, Inc. acts or omissions while any eligible client is participating in or receiving services furnished by the Program under this Agreement.

The ADRC, Racine County Senior Nutrition Program Shall:

1. Be responsible for maintaining the premises of the Lincoln Villas North, Atrium of Racine, Inc. Dining Room and Kitchen in a clean and orderly fashion. This includes the cleaning of tables, counters, stove, sinks and any other equipment used by the Nutrition Program.
2. Be flexible regarding the use of the facility by other authorized groups.
3. Be open to the advice and suggestions from the Lincoln Villas North, Atrium of Racine, Inc. with regards to site program planning.
4. Replace or repair any equipment or other site property belonging to the Lincoln Villas North, Atrium of Racine, Inc., which is broken and/or missing during the normal course of Nutrition Program activities, if an item is not used exclusively by the program, expenses for its repair or replacement will be prorated accordingly.
5. Be responsible for providing coverage for program staff and participants during the normal course of program activities pursuant to Racine County's self-insurance program and an Affidavit of Self-Insurance will be provided upon request.
6. At all times during this term of the Agreement, the Program and Racine County, Wisconsin will save, hold harmless, and defend Lincoln Villas North, Atrium of Racine, Inc., its officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury, or property damage which Lincoln Villas North, Atrium of Racine, Inc. may sustain, incur or be required to pay by reason of any person suffering personal injury deal or property loss resulting from the Program's acts or omissions while any eligible client is participating in or receiving services furnished by the Program under this Agreement.

This agreement shall be in effect from January 1, 2017 through December 31, 2017

LINCOLN VILLAS, ATRIUM OF RACINE, INC.

RACINE COUNTY SENIOR
NUTRITION PROGRAM

By *[Signature]*
 Title *Michelle Libby*
 Date *1-12-17*

By _____
 Title _____
 Date _____

Julie Marks
 Julie Marks

Date *3-7-17* *1-12-17*
 Certified to be correct as to form
 By *[Signature]*
 Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

Madeline Williamson *2-29-17*
 Staff Date

[Signature] *3-7-17*
 Russell A. Clark
 Racine County Board Chairman

[Signature]
 JONATHAN DELAGRAVE
 RACINE COUNTY EXECUTIVE
 03-07-17

[Signature]
 ADRC
 Wisconsin