



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 Mt. Pleasant Place.

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 shall constitute grounds for termination of either party's participation. This agreement may be terminated by either party with 30 days' notice.

It is mutually agreed that:

The Senior Nutrition Program and Mt. Pleasant Place 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 Senior Nutrition Program and Mt. Pleasant Place is liable for these expenses and rents, and that under no condition will the Senior Nutrition Program and Mt. Pleasant Place 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. Provide the basic physical equipment necessary for meal service, such as a comfortable and safe setting conducive to family-type meals, tables, chairs, toilet facilities, storage space, space for the posting of notices.
10. There shall be no soliciting during nutrition hours.
11. 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.

ASM

- 12. 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.
- 13. At all times during the term of the Agreement, Mt. Pleasant Place will save, hold harmless, and defend the Program and Racine County and its officers, employees, 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 Mt. Pleasant Place 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 Senior Nutrition Program and Mt. Pleasant Place 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 Senior Nutrition Program and Mt. Pleasant Place with regards to site program planning.
- 4. Replace or repair any equipment or other site property belonging to Mt. Pleasant Place, 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 Mt. Pleasant Place, its officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury, or property damage which Mt. Pleasant Place 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

MT. PLEASANT PLACE

RACINE COUNTY SENIOR
NUTRITION PROGRAM


 JONATHAN DEI AGRAVE
 RACINE COUNTY EXECUTIVE

By 
 Title Property Manager
 Date 12.12.16

By _____
 Title _____
 Date _____

REVIEWED BY FINANCE DIRECTOR

 1/6/17
 Sign Date

Date 1.24.17
 Certified to be correct as to form

By 
 Racine County Corporation Counsel


 Wendy M. Christensen
 Racine County Clerk of Wisconsin