



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 on the **1st day of January 2017**, by and between the ADRC of Racine County on behalf of the Racine County Senior Nutrition Program and the Salvation Army of Racine.

It is mutually agreed that:

The Salvation Army 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 Senior Center activities and requirements with the Nutrition Program.
3. Permit the Site Manager to work 3.5 hours per day, Monday through Friday and generally between the hours of 10:00 am to 1:30 pm.
4. Provide one week's notice when possible in the event that the site becomes unavailable for program use.
5. Provide the basic physical equipment (tables, chairs, sinks, etc.) necessary for serving up to 50 meals per day.
6. Provide a comfortable 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. Physical facilities of the site shall meet fire and safety code requirements. The meal service area must pass a Health Department Inspection.
7. Recognize that the space and related collateral services such as utilities and janitorial services, are donated to the Nutrition Program and that the Salvation Army is liable for these expenses and rents, and that under no condition will the Salvation Army attempt to seek reimbursement for rent or any other services from the ADRC, Racine County Senior Program or the site manager except that listed in line item 10.
8. Maintain snow removal and garbage collection concurrent with the Program operation.

9. Provide the necessary space for recreational and social activities as are required by federal regulations.
10. Send a statement annually for the \$200.00 maintenance fee to: Nutrition Program, 3205 Wood Road. Racine, WI. 53406
11. At all times during the term of the Agreement, Salvation Army of Racine 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 Salvation Army of Racine 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 Salvation Army 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. Agree to pay \$200.00 annual maintenance fee.
3. Be flexible regarding the use of the facility by other Senior Center authorized groups.
4. Accept advice and suggestions from the Salvation Army with regards to site program planning.
5. Replace or repair any equipment or other site property belonging to the Salvation Army, 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.
6. Through ADRC of Racine, provide liability insurance for program staff and participants during the normal course of program activities.
7. At all times during this term of the Agreement, the Program and Racine County, Wisconsin will save, hold harmless, and defend Salvation Army of Racine, its officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury, or property damage which Salvation Army of Racine 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

SALVATION ARMY

RACINE COUNTY SENIOR
NUTRITION PROGRAM

By [Signature]

By _____

Title Divisional Commander

Title _____

Date 1/3/2017

Date _____

REVIEWED BY FINANCE DIRECTOR

[Signature] 2/10/17
Sign Date

Date 2.20.17
Certified to be correct as to form

By [Signature]
Racine County Corporation Counsel

[Signature]
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

02-21-17

[Signature]
Wendy M. Christensen
Racine County Clerk

ADRC
of Wisconsin