



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 2019, by and between the Aging and Disability Resource Center (ADRC) of Racine County, Senior Nutrition Program and the Villas North, Marquardt Management.

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 Villas North, Marquardt Management Shall:

1. Cooperate with the staff of the ADRC and the administration of the Racine County Senior Nutrition Program.
2. Designate a Program Liaison whose responsibility will involve coordinating activities and requirements with the Racine County Senior 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 Racine County Senior Nutrition Program and that the Villas North, Marquardt Management is liable for these expenses and rents, and that under no condition will the Villas North, Marquardt Management attempt to seek reimbursement for rent or any other services from the ADRC, Racine County Senior Nutrition 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 one week's notice when possible in the event that the site becomes unavailable for program use.
10. There should be no solicitation 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.
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, Villas North, Marquardt Management 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 Villas North, Marquardt Management 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 Villas North, Marquardt Management 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 Racine County Senior 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 Villas North, Marquardt Management with regards to site program planning.
4. Replace or repair any equipment or other site property belonging to the Villas North, Marquardt Management, which is broken and/or missing during the normal course of Racine County Senior 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 and 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 Villas North, Marquardt Management, its officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury, or property damage which Villas North, Marquardt Management 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, 2019 through December 31, 2019

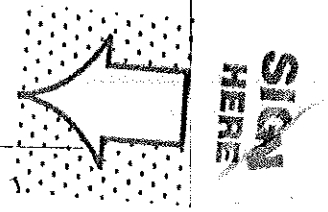
[signature page to follow]

[Handwritten Signature]
1/15/19

[Handwritten Signature]
ADRC
of Wisconsin

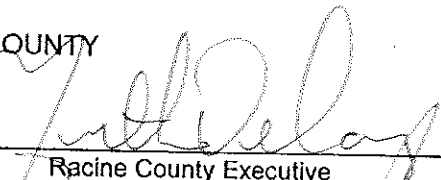
VILLAS NORTH, MARQUARDT MANAGEMENT

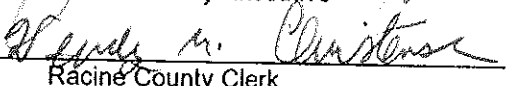
(signed)  Julie Marks 2/13/19
Authorized Representative Date



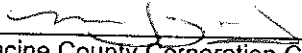
Printed Name/Title: Michael Tibby Julie Marks, CFE


RACINE COUNTY

(signed)  02-19-19
Racine County Executive Date

(signed)  2/27/19
Racine County Clerk Date

(signed) _____
Racine County Board Chairperson Date

(signed)  2-28-19
Racine County Corporation Counsel Date

(signed)  2/21/19
Racine County Finance Director Date