

# KITCHEN AND DINING FACILITY USE AGREEMENT

This Kitchen and Dining Facility Use Agreement ("Agreement") is made by and between Sauk County, a political subdivision of the State of Wisconsin, through its Aging & Disability Resource Center ("ADRC"), and Cornerstone Missionary Baptist Church of Reedsburg, Incorporated, S3111 Ableman Rd., Reedsburg, WI 53959 ("CMBC").

Effective as set forth below, the parties hereby agree as follows:

1. CMBC shall provide and/or be responsible for the following:
  - a. Providing ADRC with the use of the dining and kitchen area in the Cornerstone Missionary Baptist Church Fellowship building ("Property") for purposes of preparing, processing, serving and distributing Reedsburg Senior Dining Center home-delivered meals and congregate dining center meals.
  - b. Payment of all utility charges, real estate taxes, and special assessments associated with the Property.
  - c. Providing functional folding tables, chairs, kitchen facilities, use of the Fellowship building's front entrance area for the placement of ADRC equipment and storage (cabinets).
  - d. Providing the ADRC with an access key to the Cornerstone Missionary Baptist Church Fellowship building.
2. ADRC shall provide and/or be responsible for the following:
  - a. A nutrition program which meets all federal and state of Wisconsin regulations for the service it provides.
  - b. Recruitment, training and scheduling of staff and volunteers who shall be responsible for hosting, serving, and delivering senior meals; all necessary record-keeping; and restoring the Cornerstone Missionary Baptist Church spaces used for the purposes provided to a clean and usable condition daily. ADRC employees and volunteers shall follow all health and sanitation procedures required by federal and state of Wisconsin regulations.
  - c. Cleaning all areas used by ADRC on a daily basis.
  - d. Planning and coordination of various social and recreational activities following meal service as required by the nutrition program and under this Agreement.
  - e. Installation and maintenance of a commercial dishwasher and steam table for use at the Property.
  - f. Allow CMBC to use the commercial dishwasher and steam table when they are not in use by ADRC or its volunteers provided, however, that ADRC assumes no responsibility whatsoever for the condition of such equipment or any liabilities resulting from CMBC's use.
  - g. Payment of an annual facility use charge of \$2,000.00 to CMBC, payable in four quarterly installments of \$500.00 each on the first business day of January, April, July, and October, upon receipt of invoice from CMBC. Any partial year shall be prorated based upon the days the Agreement is in effect.



- h. On the days (typically Monday through Friday) where ADRC is using the CMBC facility, payment of charges associated with snow removal. ADRC shall utilize the snow removal service provider(s) used by CMBC. ADRC will be billed directly by said service provider(s).

3. Additional Terms:

- a. ADRC may use the Property for the purposes set forth from 9:00 a.m. to 2:00 p.m. Monday through Friday, including holidays. In the event there is a potential conflict, the parties shall confer in advance and cooperate in ensuring that ADRC is able to properly provide its services. In the event ADRC desires to use the facilities on additional dates and/or at additional times, ADRC shall notify CMBC in writing not less than 5 business days prior to the proposed date of use. CMBC shall promptly review the request and either approve or deny the request in writing not less than 2 business days after receipt of the request.
- b. ADRC employees, volunteers and diners shall not smoke or otherwise use tobacco or consume alcoholic beverages on the premises of the Cornerstone Missionary Baptist Church, including all outside areas under the control of the CMBC.
- c. ADRC employees and volunteers may park in the parking lot at the CMBC to pick up meals for home-delivery. Home-delivery parking shall not exceed 15 minutes per pick-up. ADRC employees, volunteers and diners shall use the parking lot as available.
- d. Each party agrees to hold the other party harmless and indemnify the other party for any costs, claims and judgments resulting from the intentional or negligent action of the party or liability arising as a result of the party's breach of the obligations set forth in this Agreement. In the event any action, suit, or other proceeding is brought against either party upon any matter, that party shall, within thirty (30) working days, give written notice to the other party of such action.
- e. The initial term of this Agreement shall be effective on the date executed by ADRC and CMBC and end December 31, 2020 unless a later date is agreed to both parties. The Agreement shall renew each year on January 1 for the succeeding twelve (12) months on the same terms unless the Agreement terms are modified or the Agreement is terminated as provided. Either party may terminate this Agreement for any reason by providing written notice to the other party at least sixty (60) days prior to the termination date.
- f. This Agreement shall be governed and interpreted by the laws of the state of Wisconsin, and shall supersede any and all prior understandings or contracts, written or verbal, on the subject matter hereof. Prior to instituting litigation in relation to any dispute arising under this Agreement, the parties will meet and confer in good faith in an attempt to resolve the dispute(s), which may include the use of a third-party mediator. The Agreement may be amended only upon approval of the amendment, in writing, by both parties.
- g. Each of the undersigned individuals represent and warrant that he/she is authorized to sign for each respective party.
- h. ADRC agrees that it has the sole responsibility to implement appropriate screening and supervision procedures to protect any children or vulnerable adults attending any ADRC function at the Property.
- i. ADRC agrees that it will not use the Property for any use inconsistent with the terms of this Agreement and in particular, none in conflict with the mission or purpose of CMBC, a biblically based, religious institution.



- j. This Agreement is not assignable by either party.
- k. ADRC promises and warrants that the ARDC (or its governing authority) carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The ADRC will provide a certificate of insurance to CMBC at least five days prior to the date upon which the ADRC begins using the Property. The certificate of insurance will indicate that the ADRC (or its governing authority) has made CMBC an "additional insured" on its policy with respect to the use by the ARDC of the property.

**Aging & Disability Resource Center of Sauk County**

By: Susan Blodgett  
Name: Susan Blodgett  
Title: Director

Dated: July 23, 2020

Address for Notification:      Attn: Susan Blodgett  
ADRC  
505 Broadway  
Baraboo, WI 53913

**Cornerstone Missionary Baptist Church**

By: Brian Scott Breckley  
Name: Brian Scott Breckley  
Title: President, Board of Trustees

Dated: July 22, 2020

Address for Notification:      Attn: President, Board of Trustees  
Cornerstone Missionary Baptist Church  
PO Box 714  
Reedsburg, WI 53959

*BBB*

# CERTIFICATE OF INSURANCE

ISSUE DATE: 7/23/2020

**AEGIS CORPORATION**  
**18550 W. CAPITOL DRIVE**  
**BROOKFIELD, WISCONSIN 53045**  
**TEL: (800) 236-6885**  
**FAX: (262) 781-7743**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**INSURED:**  
**Sauk County**  
**505 Broadway**  
**Baraboo, WI 53913**

## COMPANY AFFORDING COVERAGE:

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

## COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
LIABILITY  GENERAL LIABILITY LAW ENFORCEMENT LIABILITY PUBLIC OFFICIALS E&O AUTOMOBILE LIABILITY ALL OWNED AUTOS HIRED & NON-OWNED AUTOS UNINSURED MOTORISTS	15720	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Certificate Holder is named as an Additional Insured with regard only to the use of the dining and kitchen area for preparing meals.

## CERTIFICATE HOLDER:

Cornerstone Missionary Baptist Church of  
Reedsburg, INc  
S3111 Ableman Rd  
Reedsburg, WI 53959

## CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

*Karen Hym*