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State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

Date of Use Agreement: Thursday, June 01, 2017

Use Agreement Number: 18047

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

County Of Gloucester
2 S. Broad Street
Woodbury, NJ 08096

Peter Mercanti
(856) 853-3417

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: North Evergreen Avenue
Woodbury, NJ 08096-1399

Dates: Saturday, July 01, 2017 - Saturday, June 30, 2018

Time: As Needed

Purpose: Emergency Evacuation-72 hr. Holding

Space Used: Classroom (Medical Area)

Space Used: Classroom (Staff Area)

Space Used: Drill Floor

Space Used: Kitchen

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00	Total Fees: \$75.00	Balance Due: \$75.00
Use Fee: \$0.00		
Estimated Armorer Fee: \$0.00		

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be:

a. Pat Tomeo, Telephone (856) 853-4187, During normal duty day

After hours and weekends, 24hours:

b. Lynne Gutierrez cell (609) 847-1839

c. Jill Ann Priar (609) 209-9950 cell, (609) 530-6856 work

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$2,000,000 Bodily Injury
\$2,000,000 Property Damage

NOTE: See Addendum

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. User will provide uniformed security guards for inside and outside armory.
 - f. User will provide attendants in ladies' and men's restrooms.
 - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
 - h. The user is to contract separately for removal of trash. Pickup is to be accomplished no later than the day after use .
 - i. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - j. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.

11. INDEMNIFICATION

- a. User shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the User, its employees, agents, or contractors in the performance of the obligations assumed by the User pursuant to this agreement, to the extent provided in the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.). The User hereby releases the New Jersey Department of Military and Veterans Affairs from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever arising, under state or federal law, out of or in connection with the User's performance of the obligations assumed by the User pursuant to this agreement.
- b. New Jersey Department of Military and Veterans Affairs shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of New Jersey Department of Military and Veterans Affairs, its employees, agents or contractors, in the performance of the obligations assumed by New Jersey Department of Military and Veterans Affairs pursuant to this agreement, to the extent provided in the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.). New Jersey Department of Military and Veterans Affairs hereby releases the User

from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever arising, under state or federal law, out of or in connection with New Jersey Department of Military and Veterans Affairs' performance of the obligations assumed by New Jersey Department of Military and Veterans Affairs pursuant to this agreement.

- c. The User shall furnish an appropriate certificate indicating that it is self-insured.
- d. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.
- e. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
- f. To the extent provided in paragraph 11a, User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.

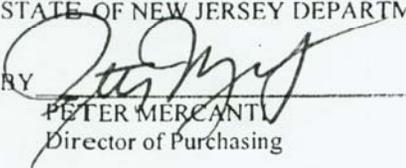
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.

13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

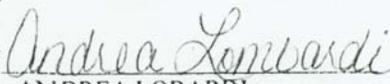
BY


PETER MERCANTI
Director of Purchasing

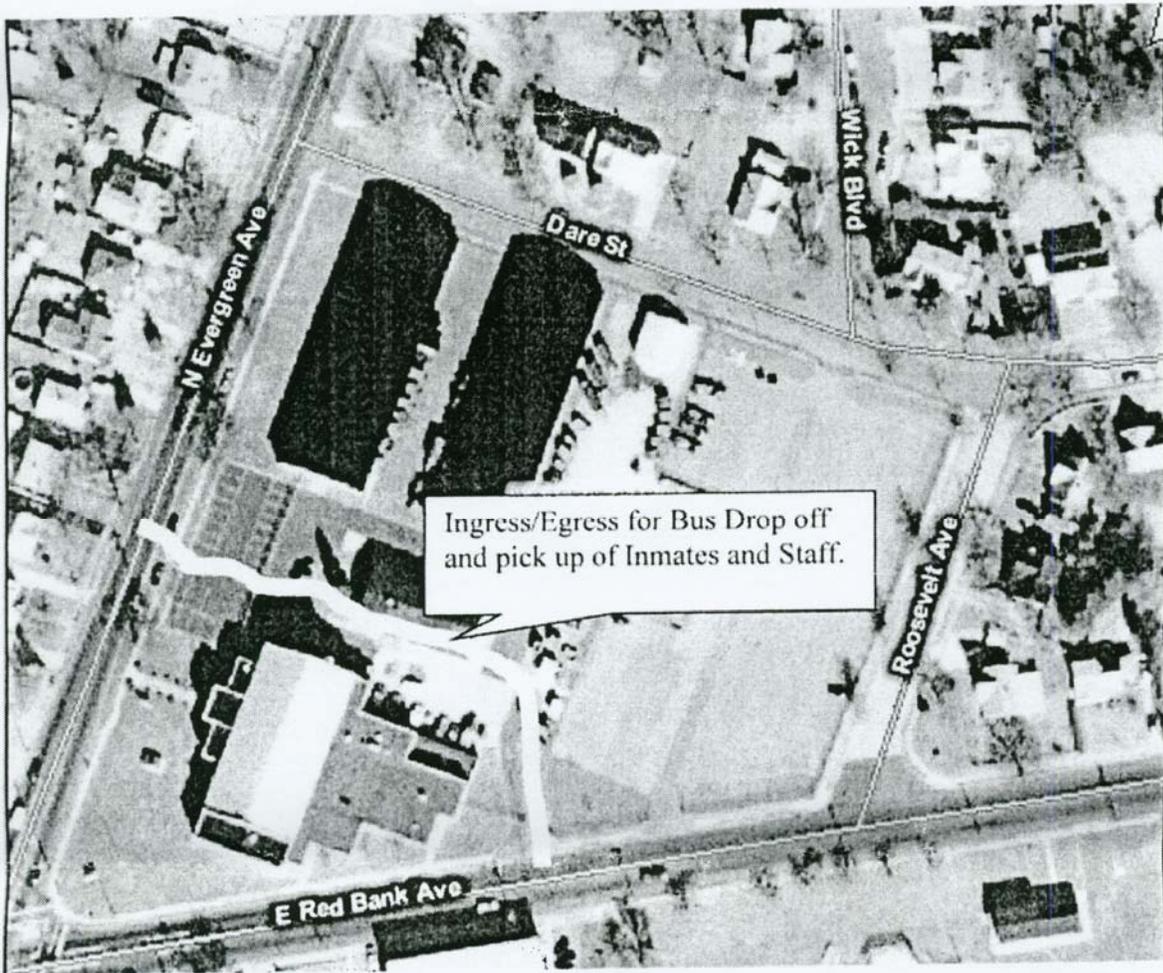
BY


JILL ANN PRIAR
Chief
Office of Real Property

BY


ANDREA LOBARDI
Principal Clerk

Woodbury Armory
Gloucester County Department of Corrections
Emergency Shelter Agreement
Ingress / Egress Plan



GCDOC inmates will enter the lower portion of the building from within the fenced in compound surrounding the Armory and ancillary buildings.
Keys to open and close the fence will be made available by the Military and/or State Personnel providing access to the facility.

ADDENDUM TO USE AGREEMENT 18047

Fees for use will be determined at time of actual use and shall be billed at the overhead rate. It is anticipated that the maximum daily cost will not exceed \$1,000.00 per day. Subject to negotiation, documented In Kind services can be considered to offset use fees.

Armorer OT costs, if applicable, will be the responsibility of the user.

No oxygen or other combustibles allowed.

Maximum capacity is 100 inclusive of staff at the facility.

Availability is on a non-interrupt basis to the Military Mission.

Facility is not air conditioned and there is a limited availability to electric outlets.

User is responsible for coordinating with Department Representative to develop ingress and egress plan and identifying adjustments to space used to include covering of windows and removal of pictures with glass, these adjustments are the Users responsibility.

User will provide floor plan reflecting cot and table placements.

User will be billed for additional dumpsters as needed.

User will provide security.

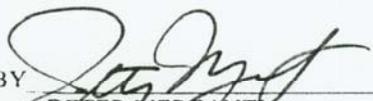
User will return the facility in the condition it was received, if not better upon completion of use.

Drills for use are encouraged; there will be no cost for drills occurring during the normal duty day. User will coordinate with onsite Department Representative and notify this office of agreed upon Drill date(s) (609) 530-6856.

Response time from initial call to facility availability is anticipated to be one hour.

User will notify Local Police Department at time of evacuation.

Use Agreements expire 30 June annually; it is Users responsibility to request a Use Agreement renewal annually, suggested lead time 90 days prior to expiration date.

BY 
PETER MERCANTI
Director of Purchasing

BY 
JILL ANN PRIAR
Chief Office of Real Property

Witnessed By: 
ANDREA LOMBARDI
Principal Clerk



State of New Jersey
Department of Military and Veterans Affairs
Installations Division – Real Property Bureau
Eggert Crossing Road P.O. Box 340
Trenton, NJ 08625-0340



MEMORANDUM FOR RECORD

DATE: December 2, 2009 *REVISED DMAVA - POC - June 1, 2017*

SUBJECT: Woodbury – Emergency Shelter Agreement – Gloucester County Department of Corrections

FROM: Jill Ann Priar, Chief – Real Property Bureau

TO: Lois Weimar

I met with the Gloucester County Department Of Correctional (GCDOC) Services today at the Woodbury Armory to discuss their request for an Emergency Shelter Agreement. A sign in sheet for this meeting is attached and provides contact information on those who attended this meeting.

GCDOC is requesting a 72 hour Emergency Shelter Agreement for approximately 50 inmates and 30 Staff members. Areas of anticipated use are as shown on the attached drawing. The user is responsible for working with the Military and the Armorer to develop a plan which addresses adjustments to the spaces to be used prior to occupancy as well as ingress and egress plans. Adjustments to spaces may include removal of pictures with glass frames and covering interior windowed spaces. User is responsible for providing a floor plan identify cot and/or table layouts and shall ensure use complies with fire safety standards.

GDOD will be billed for areas of use at the time of use and overhead rate will apply. Maximum estimated daily cost will be no more than \$1000.00 per day. Documented In kind services will be considered as an off set for use fees. Armorer OT costs if any apply, will be the responsibility of the user.

Updated 1 June 2017

Contact Order will be:

Lynne Gutierrez (609) 847-1839

Pat Tomeo (856) 853-4187

Philip Fiore cell (609) 273-4636

Jill Priar cell (209) 209-9950

Use by GCDOC is on a non-interrupt basis to the military mission. The Use Agreement expires the end of every June a \$75.00 application fee applies annually. Renewal should be requested by user 90 days in

advance of expiration. Drills for use are encouraged, no cost for drills so long as they occur during the normal duty day. GCDOC to provide liability coverage and will be held responsible for any damage or liability associated with their use.

The Warden, or Deputy Warden for GCDOC will initiate request for use if necessary. Response time from time of call to facility availability is anticipated to be one hour or less.

The Use Agreement will be signed by Peter Mercanti 856-853-3419. The address is different than that shown on the letter of intent. Please contact the Administrator's office to obtain the correct address.
DONE Updated

Please provide a copy of the agreement to the Warden and to the Risk Manager via e-mail for review and comment before submitting to the Administrator for signature. Their e-mail addresses are provided on the attached sign in sheet. Approved