

R: 394-16

GLOUCESTER COUNTY NUTRITION PROGRAM
USE AGREEMENT

THIS USE AGREEMENT is made this 3 day of Nov, 2016, by and between **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices located at 115 Budd Boulevard, West Deptford, NJ 08096 (hereinafter "County"), and **Borough of Glassboro**, a body politic and corporate of the State of New Jersey, with offices located at 1 South Main Street, Glassboro, NJ 08028 (hereinafter "Borough").

WHEREAS, County, through its Department of Health and Human Services/Division of Senior Services administers the Gloucester County Nutrition Project (hereinafter "the Project"), wherein lunches are served to senior citizens throughout Gloucester County; and

WHEREAS, County desires the use of appropriate space and facilities to serve lunches and otherwise administer the Project in the Borough of Glassboro at certain times as hereinafter specified; and

WHEREAS, the **Glassboro Senior Citizens Center**, owned and operated by Borough, contains adequate space for such use by the County; and

WHEREAS, providing facilities in the Glassboro Senior Citizens Center for the operation of the Project will benefit the senior citizens of Gloucester County;

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, it is hereby agreed as follows:

1. **Permission to Use.** Borough hereby grants County permission the use of a portion of the Glassboro Senior Citizens Center, 152 South Delsea Drive, Glassboro, New Jersey 08028, for the purpose of administering the Program, and shall further provide accommodations as stated herein.
2. **Obligations of Borough.** Borough shall provide adequate space as reasonably determined by County for the operation of Glassboro Site #2 of the Project, to operate Mondays through Fridays, from 9:00 a.m. to 1:00 p.m. The space shall be available for a maximum of 245 days per year, and shall be adequate to accommodate a maximum of 75 people. Adequate floor space shall also be provided to accommodate two portable serving steam tables on wheels.

Borough shall further provide the use of furnishings, space and equipment needed for the operation of the Project as reasonably determined by County, including adequate restroom facilities, kitchen facilities, storage space, office space, adequate heat and air conditioning, snow and garbage removal, pest control, parking facilities, and furniture and fixtures to accommodate the participants of the Project.

Borough shall maintain the premises used by County in a good state of repair for the term of this Lease.

3. **Obligations of County.** The premises shall be used by County only for the operation of the Project. County will provide a manager and any employees and/or volunteers as may be necessary in the reasonable judgment of County to manage and operate the Project.

Should County require the use of a telephone, such telephone will be supplied by County at no expense to Borough.

County's use of the facilities will be in compliance with all federal, state, county, and municipal health codes;

Alcoholic beverages shall not be served by County, and County will prohibit any persons using the facility in connection with the Project from bringing alcoholic beverages onto the property.

4. **Term.** The term of this Use Agreement is for the period beginning January 1, 2017, and concluding December 31, 2017.

5. **Rent.** County shall not be obligated to pay for the use of the facilities.

6. **Termination and Notice.** Either party may terminate this Use Agreement at any time upon sixty (60) days written notice to the other party. Said notice shall be by shall be in writing and shall be delivered by personal service or by simultaneous certified and regular mail.

Borough's address for this purpose shall be 1 South Main Street, Glassboro, NJ 08028. County's address for this purpose shall be c/o Gloucester County Division of Senior Services, 115 Budd Boulevard, West Deptford, NJ 08096.

7. **Insurance.** Simultaneous with the execution of this Use Agreement, each party shall provide to the other party a certificate of insurance evidencing adequate general liability, Workers' Compensation, and employers' liability coverage.

8. **Hold Harmless and Indemnification.** Borough shall defend, indemnify and hold harmless the County, its governing body, officers, employees, agents and/ volunteers from any and

all liability, claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, death, property damage or other liability, to any person arising out of any negligent or intentional acts or omissions by Borough's officers, agents or employees in connection with this Use Agreement.

County shall defend, indemnify and hold harmless the Borough, its governing body, officers, employees, agents and/ volunteers from any and all liability, claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, death, property damage, or other liability, to any person arising out of any negligent or intentional acts or omissions by County's officers, agents or employees in connection with this Use Agreement.

9. **Entire Agreement.** This Use Agreement constitutes the entire agreement between the parties, and replaces and cancels any previous leases or other agreements between the parties in connection with the Project. This Use Agreement can only be changed by further agreement in writing signed by both County and Borough.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code, has executed this Agreement, and the Borough of Glassboro's authorized representative has executed this Agreement this 3 day of Nov., 2016.

ATTEST:

Andrea Lombardi
ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST

COUNTY OF GLOUCESTER

Peter Mercanti
PETER MERCANTI,
PURCHASING DIRECTOR

ATTEST:

Patricia A. Frontino
Patricia A. Frontino, RMC/mmc
Municipal Clerk

BOROUGH OF GLASSBORO

Leo J. McCabe
By: Leo J. McCabe
Title: Mayor