

R: 341-23

(COP)

GLoucester County Nutrition Program

Use Agreement

THIS USE AGREEMENT is entered into this 1st day of November, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 S. Broad Street (hereinafter the "County"), and the **BOROUGH OF GLASSBORO**, with municipal offices at 1 S. Main Street, Glassboro, NJ 08028 (hereinafter the "Borough").

RECITAL

WHEREAS, the County, through its Department of Health and Human Services/ Division of Senior Services, administers the Gloucester County Nutrition Program (hereinafter "the Program"), wherein well-balanced mid-day meals are provided to senior residents who are 60 years or older; and

WHEREAS, the County desires the use of appropriate facilities and/or space in the Borough of Glassboro to serve said lunches and otherwise administer the Program at specified times; and

WHEREAS, the Glassboro Senior Citizens Center, owned and operated by the Borough, maintains adequate space for such use by the County, and is willing to provide the use of its facilities for the Program in order to benefit senior residents 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.

AGREEMENT

1. **Permission to Use.** The Borough hereby grants the County permission to use a portion of the Glassboro Senior Citizens Center located at 152 South Delsea Drive, Glassboro, NJ 08028 for the purpose of administering the Program, and will further provide accommodations as set forth herein.

2. **Obligations of Borough.** The Borough shall provide adequate space as reasonably determined by the County for the Program, to be known as **Glassboro Senior Center - Site #2**, which will operate Monday through Friday, 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 sufficient to accommodate a maximum of 75 people. Adequate floor space shall also be provided to accommodate two (2) portable serving steam tables on wheels.

The Borough shall further provide the use of furnishings, space and equipment needed for the operation of the Program as reasonably determined by the 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 Program.

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

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

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

The 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 the County, and the County will prohibit any persons using the facility in connection with the Program from bringing alcoholic beverages onto the property.

4. Term. This Use Agreement shall be effective from **January 1, 2024 to December 31, 2024.**

5. Rent. The County shall not be obligated to pay for 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 in writing and shall be delivered by personal service or by simultaneous certified and regular mail. The address to be used for the Borough for this purpose shall be: 1 South Main Street, Glassboro, NJ 08028, and the 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. The Borough shall defend, indemnify and hold harmless the County, its governing body, officers, employees, agents and/or 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 acts or omissions by the Borough's officers, agents or employees in connection with this Use Agreement.

The County shall defend, indemnify and hold harmless the Borough, its governing body, officers, employees, agents and/or 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 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 if any, that pertain to the same term as set forth in paragraph 4 between the parties in connection with the Program. This Use Agreement can only be changed by further agreement in writing signed by the appropriate officials of both the County and the Borough.

THIS USE AGREEMENT is made effective the 1st day of **November, 2023**.

IN WITNESS WHEREOF, signatory authority is established:

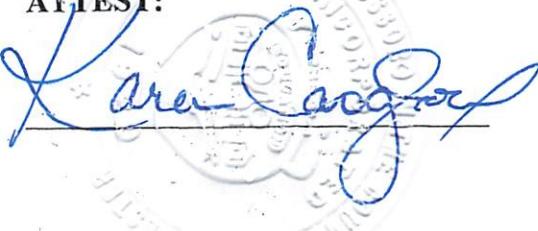
- (i) for the County, pursuant to N.J.S.A. 40A:11-3(a), and per requisite Resolution adopted by the Gloucester County Board of Chosen Freeholders on January 23, 2019, authorizing instruments with specific parameters to be executed by the Chief Financial Officer and attested to by the Qualified Purchasing Agent; and
- (ii) for the Borough, by having caused this instrument to be signed and witnessed by its authorized representatives.

ATTEST:



KIMBERLY LARTER,
QUALIFIED PURCHASING AGENT

ATTEST:



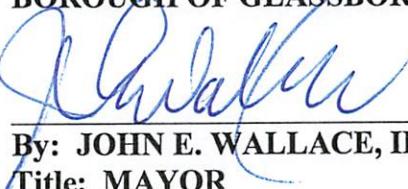


COUNTY OF GLOUCESTER

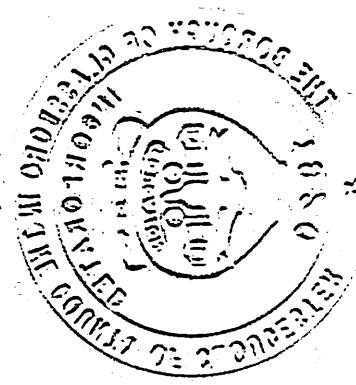


TRACEY N. GIORDANO, CFO

BOROUGH OF GLASSBORO



By: JOHN E. WALLACE, III
Title: MAYOR



RESOLUTION R: 341 – 23

**RESOLUTION AUTHORIZING EXECUTION OF
FACILITIES USE AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE
BOROUGH OF GLASSBORO
(2024 NUTRITION PROGRAM – SITE #2)**

WHEREAS, the County of Gloucester and the Borough of Glassboro have agreed to enter into a Facilities Use Agreement for the 2024 Nutrition Program (Site #2); and

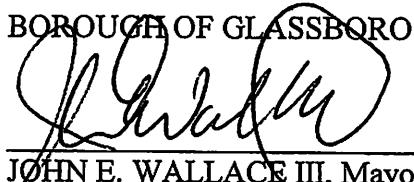
WHEREAS, the governing body agrees that it is in the best interest of the Borough of Glassboro to enter into the Facilities Use Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:

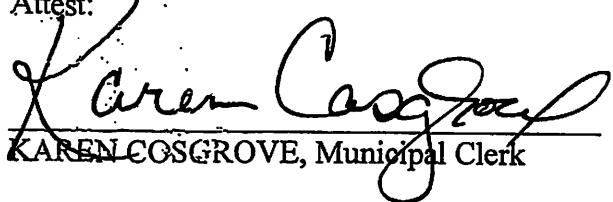
1. That the governing body does hereby approve and authorize the execution of the attached Facilities Use Agreement between the County of Gloucester and the Borough of Glassboro for the 2024 Nutrition Program – site #2.
2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Facilities Use Agreement for the period of January 1, 2024 and concluding on December 31, 2024 on behalf of the Borough of Glassboro.

ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro in the County of Gloucester and State of New Jersey held on December 7, 2023.

BOROUGH OF GLASSBORO


JOHN E. WALLACE III, Mayor

Attest:



Karen Cosgrove

KAREN COSGROVE, Municipal Clerk

CERTIFICATION

I, Karen Cosgrove, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on December 7, 2023.



Karen Cosgrove

KAREN COSGROVE
Municipal Clerk