

COB

## GLOUCESTER COUNTY NUTRITION PROGRAM

### USE AGREEMENT

**THIS USE AGREEMENT** is entered into this 1<sup>st</sup> day of **January, 2024** 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 **TOWNSHIP OF MANTUA**, with municipal offices at 401 Main Street, Mantua, NJ 08051 (hereinafter the "Township").

### 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 Township of Mantua to serve said lunches and otherwise administer the Program at specified times; and

**WHEREAS**, the Mantua Township Community Center, owned and operated by the Township, maintains adequate space for such use by the County, and is willing to provide 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 Township hereby grants the County permission to use a portion of the Mantua Township Community Center located at 111 Mercer Avenue, Mantua, NJ 08051, for the purpose of administering the Program, and will further provide accommodations as set forth herein.

2. **Obligations of Township.** The Township shall provide adequate space as reasonably determined by the County for the Program, to be known as **Mantua Township Community Center - Site #1**, which will operate Monday through Friday, from 9:30 a.m. to 1:30 p.m. The space shall be available for a maximum of 245 days per year, and shall be sufficient to accommodate a maximum of 100 people. Adequate floor space shall also be provided to accommodate two (2) portable serving steam tables on wheels.

The Township 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 Township 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 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 Township.

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 Township for this purpose shall be: 401 Main Street, Mantua, NJ 08051, 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 Township 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 or intentional acts or omissions by the Township's officers, agents or employees in connection with this Use Agreement.

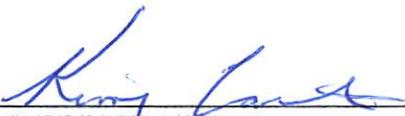
The County shall defend, indemnify and hold harmless the Township, its governing body, officers, employees, agents and/or volunteers from any and all liability, claims, suits, actions,

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 Township.

**THIS USE AGREEMENT** is made effective the 1<sup>st</sup> day of January 2024.

ATTEST:

  
KIMBERLY LARTER,  
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER

  
TRACEY N. GIORDANO, CFO

ATTEST:

  
JENNIFER B. LARTER

TOWNSHIP OF MANTUA

  
By:   
Title: Mayor

RESOLUTION R-195-2023

TOWNSHIP OF MANTUA  
GLOUCESTER COUNTY

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE  
TOWNSHIP OF MANTUA AND THE COUNTY OF GLOUCESTER FOR THE  
USE OF THE MANTUA TOWNSHIP COMMUNITY CENTER FOR IT'S  
NUTRITION SITE

WHEREAS, the Township of Mantua is a body politic with its main offices at 401 Main Street, Mantua, New Jersey 08051; and

WHEREAS, the County of Gloucester is a body politic with its Senior Services offices at 115 Budd Boulevard in West Deptford, New Jersey; and

WHEREAS, the County of Gloucester desires to lease the Mantua Township Community Center, 111 Mercer Street, to hold its Nutrition Project to citizens; and

WHEREAS, the hours of operation shall be Monday through Friday from 10:00 A.M. until 2:00 P.M; and

WHEREAS, the Township of Mantua and County of Gloucester desire to enter into this Lease Agreement commencing on January 1, 2024 and expiring on December 31, 2024 and agree to all terms set forth in the Lease Agreement.

This Resolution was adopted at a meeting of the Township Committee held on December 18, 2023 and shall take effect immediately.

TOWNSHIP OF MANTUA  
By:   
ROBERT T. ZIMMERMAN, MAYOR

ATTEST:

  
Jennica Bileci, Township Clerk

	Scirrotto	Zimmerman	Legge	Lukens	Layton
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					