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GLOUCESTER COUNTY NUTRITION PROGRAM

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (Agreement) is made this 10th day of October, 2018, by and between the **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 **Monroe Township**, a body politic and corporate of the State of New Jersey, with offices located at 125 Virginia Ave., Williamstown, NJ 08094 (hereinafter "Monroe").

RECITALS

WHEREAS, County, through its Department of Health and Human Services/ Division of Senior Services, administers the Gloucester County Nutrition Program (hereinafter "Program"), 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 Program in Monroe at certain times as hereinafter specified; and

WHEREAS, the Pfeiffer Community Center (hereinafter "Facilities"), owned and operated by Monroe, contains requisite space for such use by County and will serve to 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**. Monroe hereby grants County permission for use of a portion of its Facility, located at 301 Blue Bell Road, Williamstown, NJ 08094, for the purpose of administering the Program, and shall further provide accommodations as stated herein.
2. **Obligations of Monroe**. Monroe shall provide adequate space as reasonably determined by County for the operation of the Program (known as County Program Site #4), 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 100 people. Adequate floor space shall also be provided to accommodate two portable serving steam tables on wheels.

Monroe shall further provide the use of furnishings, space and equipment needed for the operation of the Program 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 Program participants.

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

3. **Obligations of County.** The premises shall be used by County only for the operation of the Program. 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 County require the use of a telephone or other communication services, such services will be supplied by County at no expense to Monroe.

County's use of 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 Program from bringing such beverages onto the property.

4. **Term.** The term of this Agreement is for the period January 1, 2019 to December 31, 2019.

5. **Rent.** County shall not be obligated to compensate Monroe for use of the Facilities.

6. **Termination and Notice.** Either party may terminate this Agreement at any time upon sixty (60) days prior notice to the other party. Said notice shall be by in writing and shall be delivered by personal service or by simultaneous certified and regular mail. Monroe's address for this purpose shall be 125 Virginia Ave., Williamstown, NJ 08094. 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 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.** Monroe 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 Monroe's officers, agents or employees in connection with this Agreement.

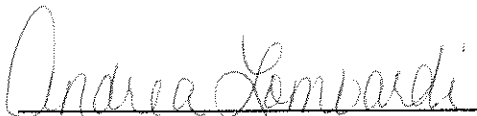
County shall defend, indemnify and hold harmless Monroe, its governing body, officers, employees, agents and/ volunteers from any and all liability, claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, death, property damage, or other liability, to any person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

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

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 Monroe's authorized representative has executed this Agreement this 10th day of October, 2018.

ATTEST:

COUNTY OF GLOUCESTER



ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST


PETER MERCANTI,
PURCHASING DIRECTOR

ATTEST:

_____ OF _____


Susan McCormick


BY: DANIEL R. Teery
TITLE: Mayor