

COB
SC-2018-512

GLOUCESTER COUNTY NUTRITION PROGRAM
FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (Agreement) is made this 18 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 **Mantua Township**, a body politic and corporate of the State of New Jersey, with offices located at 401 Main Street, Mantua, NJ 08051 (hereinafter "Mantua").

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 Mantua at certain times as hereinafter specified; and

WHEREAS, the Mantua Township Community Center (hereinafter "Facilities"), owned and operated by Mantua, 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.** Mantua hereby grants County permission for use of a portion of its Facility, located at 111 Mercer Ave., Mantua, NJ, 08051 for the purpose of administering the Program, and shall further provide accommodations as stated herein.
2. **Obligations of Township.** Mantua shall provide adequate space as reasonably determined by County for the operation of the Program (known as County Program Site #1), Mondays through Fridays, 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 adequate to accommodate a maximum of 100 people. Adequate floor space shall also be provided to accommodate two portable serving steam tables on wheels.

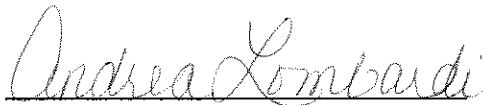
liability, claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, death, property damage or other liability, to any person arising out of any negligent or intentional acts or omissions by Mantua's officers, agents or employees in connection with this Agreement.

County shall defend, indemnify and hold harmless Mantua, 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 Mantua.

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 Mantua's authorized representative has executed this Agreement this 18 day of October, 2018.

ATTEST:



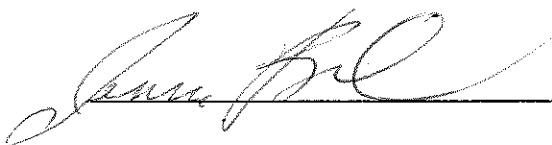
ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST


COUNTY OF GLOUCESTER



PETER MERCANTI,
PURCHASING DIRECTOR

ATTEST:



OF _____


BY: Pete Surrotto
TITLE: mayor