

**GLOUCESTER COUNTY NUTRITION PROGRAM**

**USE AGREEMENT**

**THIS USE AGREEMENT** is made this 1<sup>st</sup> day of **January, 2023**, by and between **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 **TOWNSHIP OF WEST DEPTFORD**, with municipal offices at 400 Crown Point Road, West Deptford, NJ 08086, (hereinafter the "**Township**").

**RECITALS**

**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 West Deptford to serve said lunches and otherwise administer the Program at specified times; and

**WHEREAS**, the Township 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 Township hereby grants the County permission to use a portion of the facility located at Firehouse Road, Thorofare, NJ 08086 (West Deptford Township) 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 **Thorofare Fire Hall**, 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 250 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 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 Township.

The County's use of the facilities will follow 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 for the period beginning January 1, 2023, and concluding December 31, 2023.

**5. Rent.** The County shall not be obligated to pay rent for use of the facility.

**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: 400 Crown Point Road, West Deptford, NJ 08086, 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 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 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, 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 County Commissioners on January 6, 2023, 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 Township, by having caused this instrument to be signed and witnessed by its authorized representatives.

**ATTEST:**

  
\_\_\_\_\_  
**KIMBERLY LARTER,**  
**Qualified Purchasing Agent**

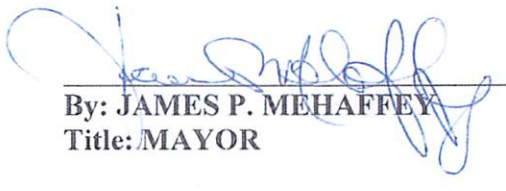
**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
**TRACEY N. GIORDANO, CFO**

**ATTEST:**

  
\_\_\_\_\_  
**LEE ANN DEHART,**  
**Township Administrator**

**TOWNSHIP OF WEST DEPTFORD**

  
\_\_\_\_\_  
**By: JAMES P. MEHAFFEY**  
**Title: MAYOR**

**WEST DEPTFORD TOWNSHIP**

**RESOLUTION 2022-590**

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A  
USE AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE COUNTY OF  
GLOUCESTER FOR USE OF THOROFARE FIRE HALL FOR OPERATION OF THE  
GLOUCESTER COUNTY NUTRITION PROGRAM**

**WHEREAS**, the County of Gloucester ("the County"), through its Department of Health and Human Services / Division of Senior Services, administers the Gloucester County Nutrition Program ("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 West Deptford to serve said lunches and otherwise administer the Program at specified times; and

**WHEREAS**, the Township 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 BE IT RESOLVED** by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey on this 21st day of December 2022 that the Township of West Deptford does hereby authorize the execution of the attached Agreement for use of the Thorofare Fire Hall for the Gloucester County Nutrition Program for the year 2023.

**ADOPTED** at the meeting of the Township Committee of the Township of West Deptford held on December 21, 2022.

**TOWNSHIP OF WEST DEPTFORD**

  
JAMES P. MEHAFFEY, Mayor

**ATTEST:**



\_\_\_\_\_  
Lee Ann DeHart, Registered Municipal Clerk

**CERTIFICATION**

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on December 21, 2022.



\_\_\_\_\_  
Lee Ann DeHart, Registered Municipal Clerk