

TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-64-15

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE LEASE
AGREEMENT WITH THE COUNTY OF GLOUCESTER FOR THE
2015 NUTRITION PROJECT

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to lease a portion of the Township of Franklin Community Center for their Nutrition Site #5 for the year 2015; and

WHEREAS, the Township of Franklin is desirous of entering into a lease with the County of Gloucester for their 2015 Nutrition Project.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey as follows:

The Mayor and/or his designee is hereby authorized to execute the Lease of Premises, between the Board of Chosen Freeholders of the County of Gloucester and the Township of Franklin for the 2015 Nutrition Project, which is attached hereto and made a part hereof.

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on Tuesday, March 24, 2015.

Attest:

Township of Franklin

Barbara Freijomil, Clerk

Edward Leopardi, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, March 24, 2015.

Barbara Freijomil, Clerk

GLOUCESTER COUNTY NUTRITION PROGRAM
USE AGREEMENT

THIS USE AGREEMENT is made this _____ day of _____, 2015, by and between 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 **Franklin Township**, a body politic and corporate of the State of New Jersey, with offices located at 1571 Delsea Drive, Franklinville, NJ 08322 (hereinafter "Township").

WHEREAS, County, through its Department of Health, Senior, and Disability Services, Division of Senior Services, administers the Gloucester County Nutrition Project (hereinafter "the Project"), 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 Project in Franklin Township at certain times as hereinafter specified; and

WHEREAS, the Franklin Township Community Center, owned and operated by Township, contains adequate space for such use by the County; and

WHEREAS, providing facilities in the Franklin Township Community Center for the operation of the Project will 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.** Township hereby grants County permission the use of a portion of the Franklin Township Community Center, 1584 Coles Mill Road, Franklinville, New Jersey 08322, for the purpose of administering the Program, and shall further provide accommodations as stated herein.
2. **Obligations of Township.** Township shall provide adequate space as reasonably determined by County for the operation of Franklinville Site #5 of the Project, to operate 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 75 people. Adequate floor space shall also be provided to accommodate two portable serving steam tables on wheels.

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

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

3. **Obligations of County.** The premises shall be used by County only for the operation of the Project. 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 Project.

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

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

4. **Term.** The term of this Use Agreement is for the period beginning January 1, 2015, and concluding December 31, 2015.

5. **Rent.** County shall not be obligated to pay for the 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 by shall be in writing and shall be delivered by personal service or by simultaneous certified and regular mail.

Township's address for this purpose shall be 1571 Delsea Drive, Franklinville, NJ 08322.

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.** Township 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 Township's officers, agents or employees in connection with this Use Agreement.

County shall defend, indemnify and hold harmless the Township, 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 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 Project. This Use Agreement can only be changed by further agreement in writing signed by both County and Township.

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 Franklin Township's authorized representative has executed this Agreement this ____ day of _____, 2015;

ATTEST/WITNESS:

COUNTY OF GLOUCESTER

Andrea Lombardi
Principal Clerk Typist

Pete Mercanti
Purchasing Director

ATTEST/WITNESS:

TOWNSHIP OF FRANKLIN

BY: