

TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #17-279

**"RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF JEFFERSON
AND THE COUNTY OF MORRIS FOR USE OF THE WHITE SCHOOLHOUSE BUILDING"**

WHEREAS, the Township of Jefferson (Landlord) maintains the White Schoolhouse Building (facility) at 54 Schoolhouse Road; and

WHEREAS, the County of Morris (Tenant) wishes to utilize the facility for the purpose of operating a Nutrition Project three (3) days per week; and

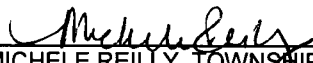
WHEREAS, the Township Attorney has reviewed the Lease Agreement authorizing the Tenant (Department of Human Services) to use a portion of said facility, more specifically the approximately two thousand (2,000) square foot Community Room plus associated kitchen space and equipment, rest rooms, office space, and storage closets as may be assigned by the Landlord; and

WHEREAS, there will be no rental charge for said use of the facility; and

WHEREAS, the Township is desirous of approving said Lease Agreement for the term **starting January 1, 2018 and ending December 31, 2018.**

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey that the Lease Agreement attached hereto between the Tenant and Landlord is hereby approved, and that the Township Administrator is hereby authorized to execute this Lease Agreement on behalf of the Township.

ATTEST:


MICHELE REILLY, TOWNSHIP CLERK
Dated: December 20, 2017

COUNCIL OF THE TOWNSHIP OF JEFFERSON:

DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on December 20, 2017.


Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan		X	X			
Smith					X	
Dunham	X		X			
Merz			X			

COUNTY OF MORRIS
DEPARTMENT OF HUMAN SERVICES
OFFICE ON AGING, DISABILITIES & COMMUNITY
PROGRAMMING

Board of Chosen Freeholders

Director
Douglas R. Cabana

Deputy Director
John Cesaro

Kathryn A. DeFillippo
Hank Lyon
Thomas J. Mastrangelo
Christine Myers
Deborah Smith

P.O. Box 900
Morristown, New Jersey 07963-0900



County Administrator
John Bonanni

Department Director
Jennifer Carpinteri

Division Director
Ophelia Cruse

973-285-6848
Fax 973-285-6845
ocruse@co.morris.nj.us

November 1, 2017

Mr. James Leach, Administrator
Township of Jefferson
Weldon Road
Lake Hopatcong, NJ 07849

Dear Mr. Leach:

Enclosed are two copies of the Lease Agreement between the County of Morris and the Township of Jefferson for the operation of the Nutrition Project in your facility.

Please review the agreement and return the signed copies as soon as possible. If you have any questions regarding this information, please do not hesitate to contact me at (973) 285-6857.

Thank you for your time and attention to this matter.

Sincerely,

Tammi Brown, MPA

Tammi Brown
Nutrition Project Director

Enclosure

c: Jennifer Carpinteri, Director
Ophelia Cruse, Aging, Disabilities & Community Programming

LEASE AGREEMENT

Between: Township of Jefferson (Landlord)
1033 Weldon Road
Lake Hopatcong, New Jersey 07849

and County of Morris (Tenant)
Board of Chosen Freeholders
P. O. Box 900
Morristown, New Jersey 07963-0900

1. Term: **Beginning:** January 1, 2018
 Ending: December 31, 2018

2. Rental Space: White Schoolhouse Building
 54 Schoolhouse Road
 Jefferson, New Jersey 07438

Approximately 2,000 square feet, commonly known as the Community Room plus associated kitchen space and equipment, rest rooms, office space, and storage closets as may be assigned by the Landlord.

3. Frequency of Use: Hours of 9:00 a.m. to 3:00 p.m., Monday, Tuesday and Thursday. Upon prior written consent, which shall not be unreasonably withheld, Tenant will be allowed to use the rental space on special holidays at no additional cost.

4. Permitted Use: Nutrition Site operated by the Morris County Department of Human Services.

5. Fixed Rent: No rent payable in this lease. Includes utilities of electricity, heat, water, sewer, septic, snow removal, garbage removal. Landlord agrees that the Nutrition site will be maintained to assure compliance with State and Local Health regulations.

6. Security: None.

7. Parking Spaces: A minimum of two (2) Handicapped spaces must be made available in compliance with the Federal Section 504 Barrier Free Access Code.

8. Renewal Options: A one year (1) option to renew this lease may be made by joint agreement of Tenant and Landlord. In the event that either party wishes not to renew the lease, ninety (90) day intent to vacate will be forwarded to the other party in writing.

The parties hereby agree that either party will have the right to terminate this Lease Agreement, including any further renewals, upon sixty (60) days notice without further liability to either party. At the expiration of the sixty (60) day notice period, tenant agrees to vacate the premises and leave said premises in the same or better condition as when tenant first occupied said premises

9. No Assignment or Subletting: The Tenant may not assign this lease nor sublet any part of the rental space without the Landlord's written consent.

10. Insurance: The Tenant is self-insured, and will submit a Certificate of Insurance to Landlord.

11. Repair(s) to Facility: The Landlord is responsible for all interior and/or exterior facility repair costs. The Tenant will share repair cost(s) only where it can be shown that the repair has been caused by the neglect or willful act of the Tenant where the Tenant has consented, in writing, to share in the repair costs.

12. Condition of Rental Space: The Tenant has inspected the space and accepts it as is. Tenant covenants that it will:

- a. Maintain the space and all equipment in good repair and appearance.
- b. Make all repairs necessary to space where it can be demonstrated the Tenant has caused damage through willful destruction or neglect.
- c. Maintain the space in a neat, clean, safe, and sanitary order daily.
- d. Do nothing to destroy, deface or damage any part of the space.
- e. Promptly notify the Landlord when there are conditions which need repair.
- f. Do nothing to change or alter the space without the Landlord's written consent.

13. Landlord's Repair, Maintenance and Services

- a. The Landlord will maintain the building and rental space to ensure safe access of Nutrition Program participants to the facility.
- b. Where the space is shared with Landlord and used by someone other than Tenant, maintain and clean the space so that it is ready for use by Tenant.
- c. Make necessary repair and replacement of the plumbing, heating, electrical and other utility systems at its own expense, except when it can be demonstrated that the damage is caused by the neglect or willful act of Tenant.
- d. Provide heat, when and as required by law, during normal occupied hours.
- e. Provide cold and hot water at standard building temperatures.
- f. Provide electric current for lighting fixtures and electric outlets.
- g. Landlord is responsible for removing snow and ice and salting all common areas and walkways leading up to Nutrition Site entrance prior to hours of operation.

14. Not a Joint Venture: It is expressly understood and agreed that this Agreement shall not be construed as an Agreement of partnership, affiliation or a joint venture between the parties hereto.

15. Governing Law: This Agreement shall be governed by the Laws of the State of New Jersey.

16. Supersedes Prior Leases: This agreement cancels and supersedes all prior Agreements and understandings, oral and written, between the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. It may be modified or amended only by written agreement, specifically referring hereto, and signed by the parties.

17. Indemnification:

A. In addition to the other rights and remedies of the parties herein, the Township of Jefferson agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damage or injury caused by, or resulting from, the negligent acts or omissions by the Township of Jefferson personnel arising out of this Agreement or any of the obligation assumed by the Township of Jefferson hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Jefferson is solely responsible for such liability. In the event it is determined by a Court that the Township of Jefferson is not solely responsible for said liability, then the Township of Jefferson's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Jefferson. The Township of Jefferson, upon notice from the County of Morris, shall resist and defend, at the expense of the Township of Jefferson, such action or proceeding with counsel reasonably satisfactory to the County of Morris. In addition, at its option, the County of Morris may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Jefferson's obligation under this paragraph.

B. In addition to the other rights and remedies of the parties herein, the County of Morris agrees to indemnify and hold harmless the Township of Jefferson, including its officer, trustee, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County of Morris arising out of this Agreement or any of the obligations assumed by the County of Morris hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County of Morris is solely responsible for such liability. In the event it is determined by Court that the County of Morris is not solely responsible for said liability, then the County of Morris's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County of Morris. The County of Morris, upon written notice from the Township of Jefferson, shall resist and defend, at the expense of the County of Morris, such action or proceeding with counsel reasonably satisfactory to the Township of Jefferson. In addition, at its option, the Township of Jefferson may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County of Morris's obligation under this paragraph.

18. Notices: All notices shall be written, via certified mail, return receipt requested, as follows:

a. If to the Township of Jefferson

To: Mr. James Leach, Administrator
Township of Jefferson
Weldon Road
Lake Hopatcong, New Jersey 07849

b. If to the County of Morris,

To: County Administrator
County of Morris
P. O. Box 900
Morristown, New Jersey 07963-0900

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Landlord/Chairperson

Director, Board of Chosen
Freeholders

Secretary/Clerk

Clerk, Board of Chosen
Freeholders

Date

Date