

Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is made on the 19th day of 2020, 2020, by and between the **SALEM HOUSING AUTHORITY (SHA)**, whose address is 205 Seventh St., Salem, NJ 08079 and **THE SALEM CITY PUBLIC SCHOOL DISTRICT (DISTRICT)** whose address is 205 Walnut Street, Salem, New Jersey 08079.

WITNESSETH:

WHEREAS, the District is in need of a location in which to provide its students with breakfast and lunch during virtual instruction days; and

WHEREAS, the SHA has locations available at West Side Court and Anderson Drive which can be utilized by the District for such services; and

WHEREAS, the SHA will need to utilize these locations for food distribution services to its students beginning October 23, 2020.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING ("MOU") BY AND BETWEEN THE PARTIES sets forth the current position and agreement of the Parties hereto and for such valuable consideration as acknowledged by and between the parties:

1. SHA does hereby agree to provide the District access to its community center locations at West Side Court and Anderson Drive (hereinafter collectively referred to as the "Premises"), for breakfast and lunch distribution to the District students during virtual instruction days, beginning October 23, 2020. The District shall have access to the Premises from 7:30 a.m. until 8:30 a.m. on each day the District has virtual instructions.
2. The SHA will be responsible for locking and unlocking the Premises and nothing else.
3. The District will provide the food, all food distribution labor and anything needed for its operation. The District will also supply staff required to monitor the activities of those who have congregated outside of the Premises, so as to ensure everyone's safety. The SHA shall not be required to supply anything.
4. The District will be responsible for set up, take down, cleaning, disinfecting and otherwise returning the Premises to the SHA in the condition in which the District found same

5. It is agreed and understood that the District, at its own cost and expense, will keep all exterior and interior surfaces of the Premises clean and will maintain the Premises, all corridors immediately adjoining the Premises, all storage areas and all loading areas, in a clean, orderly and sanitary condition, free of trash and garbage.
6. The District accepts the Premises with such improvements and renovations as are presently in place and with the entire facility on an "as is" basis.
7. The District agrees that any alterations, decoration, installation, additions or improvements must be expressly approved by the SHA in writing prior to any work being performed. All such work, alterations, decorations, installations, additions, or improvements to the Premises shall be done at the District's sole cost and expense and in full compliance with all laws, rules regulations, and requirements of all governmental bodies having jurisdiction there over.
8. The District will not put up signs without the advance and express written consent of the SHA.
9. The District will, at its sole cost and expense, comply with all federal, state, county, and municipal laws and ordinances, and the rules and regulations of any duly constituted authority affecting or respecting the use of the Premises, food distribution and COVID-19.
10. The District releases the SHA and shall at all times indemnify and defend the SHA and hold it harmless from and against all claims, suits, actions, damages, judgments, liabilities, fines, penalties, costs and expenses for loss of life, personal injury or damage to property (i) arising from or related to occurrences during the Term of this MOU, within or upon the Premises, in connection with the District's activities on the Premises (without regard to the cause or claimed cause thereof and whether such loss of life, personal injury, COVID-19 infection or damage to property be due to any negligence including the negligence or other act or omission of the SHA, or its officers, agents, invitees or employees occurring following the execution of this MOU), or (ii) by reason of the occupancy or use of the Premises by the District, or (iii) occasioned wholly or in part by any act or omission of the District or breach of this MOU by the District or by its agents, invitees, contractors, customers, employees, servants or tenants. If the SHA shall be made a party to any litigation commenced by or against the District or by any

third party and connected in any way with this MOU or the District's use or occupancy of Premises, the District shall indemnify, defend and hold the SHA harmless and shall pay all costs, expenses and the actual, reasonable attorneys' fees incurred or paid by the SHA in connection with such litigation.

11. The District must maintain the following insurance coverages and in accordance with the following provisions:

A. Liability – The District, at all times during the term of this Lease and at its sole cost and expense, shall procure, maintain and keep in force, auto and general public liability insurance for claims for personal injuries, death, or property damage, occurring in or about the Premises, with limits of not less than \$1,000,000.00 with respect to death or injury of a single person or accident including property damage. The SHA must be named as an Additional Insured on the general public liability policy, as their interests may appear.

B. Workers' Compensation – The District, at all times during the term of this MOU, shall maintain workers' compensation insurance in amounts in keeping with statutory requirements.

C. Contents – The District shall be responsible for insuring the District's contents.

D. Certificates of such insurance for all the above insurance coverages, shall be delivered to the SHA prior to the commencement of activities.

E. The policy or policies of insurance will be issued by a company or companies satisfactory to the SHA, licensed in the State of New Jersey, and will provide that such policy or policies will not be canceled without the insurance company first giving the SHA written notice thereof at least thirty (30) days before such cancellation shall become effective.

12. The District shall not have the right or the power to assign this MOU, or its rights hereunder, or to sublet all or any part of the Premises at any time during the term of this MOU without the prior written consent of the SHA.

13. Either party may cancel this MOU upon 30 days advanced written notice to the other party.

14. The District will occupy the Premises as a licensee only and not as a tenant. The District will maintain the property in its present condition. The District confirms and agrees that the District does not have the rights of a tenant as exist at law as set forth in N.J.S.A. 2A:18-61.1 et seq. and elsewhere.

15. Quiet Enjoyment – The District and the SHA covenant and agree that their respective operations and activities shall not compromise their respective quiet and peaceful enjoyment or that of the surrounding community. Invasion of such quiet and peaceful enjoyment shall be considered a breach of this Lease and cause for termination thereof.

16. If the Premises is substantially destroyed and rendered unfit for the occupancy or use by the District as contemplated by this MOU, this MOU shall thereupon terminate.

17. Covenant of Title – The District expressly agrees and understands that the SHA has full right and lawful authority to enter into this MOU for the term of this MOU and that the SHA is lawfully in possession of the Premises.

18. In the event that the District shall be in default of any provision of this MOU or, upon the expiration or other termination of the term of this MOU, the District shall quit and surrender the Premises in good order and condition, ordinary wear and tear accepted, and to remove all its property therefrom, except as otherwise provided in this Lease. All property shall be removed within 15 days of the expiration or other termination of this MOU. The District's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease. Any property not so removed from the Premises within the time set forth herein shall be deemed abandoned by the District and shall become the sole property of the SHA. In addition, the SHA shall be entitled to use any and all self help remedies available to regain possession and control of the Premises upon expiration or other termination of this MOU. Furthermore, the SHA shall be entitled to any and all remedies available in law or in equity in the event the District shall, in any way, be in default of this MOU. If the SHA shall be required to pursue its legal remedies, the District shall reimburse the SHA all reasonable attorney's fees and court costs incurred by the SHA with respect to such matter.

19. This MOU represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented or changed orally, but only by an agreement in

writing signed by the party against whom enforcement of any such amendment, supplement or modification is sought and making specific reference to this MOU.

20. This MOU and all amendments thereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. In the event of any dispute, the parties agree that the venue will be Superior Court of New Jersey, Salem County.

The Salem City School District

Date: _____

Salem Housing Authority

Date: 10/19/20

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Paul Dice, Executive Director